

**CITY OF ANNAPOLIS**  
**REGULAR MEETING OF THE CITY COUNCIL**  
November 5, 2012 7:00 p.m.

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

Mayor Cohen  
Alderman Paone  
Mayor Cohen  
City Clerk Watkins-Eldridge

**HONORARY MAYORAL CITATIONS**

Martha Wood Leadership Award

Mayor Cohen

**PETITIONS, REPORTS AND COMMUNICATIONS**

Approval of Journal Proceedings

Regular Meeting October 8, 2012  
Special Meeting October 22, 2012

Report on Hurricane Sandy

Deputy Chief Simmons

Reports by Committees

Comments by the General Public

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

**PUBLIC HEARINGS**

**O-39-12**

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

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
10/22/12	11/05/2012 To be considered jointly with R-47-12		01/13/13
Referred to	Referral Date	Meeting Date	Action Taken
Environmental Matters	10/22/12	11/15/12	
Finance	10/22/12	11/20/12	

Financial Advisory Commission	10/22/12		
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**R-47-12**      **Revision to the Capital Improvement Budget and Program: FY 2013 to FY 2018** – For the purposes of the purposes of revising the capital improvement budget for the Fiscal Year 2013, and the capital improvement program (Water Treatment Plant) for the six-year period from July 1, 2012, to June 30, 2018.

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
10/22/12	11/05/12 To be considered jointly with O-39-12		01/13/13
Referred to	Referral Date	Meeting Date	Action Taken
Environmental Matters	10/22/12	11/15/12	
Finance	10/22/12	11/20/12	
Financial Advisory Commission	10/22/12		

**O-40-12**      **Lease of City Property: Fall Boat Shows in 2013** - For the purpose of authorizing an amendment to the 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., in the following manner - Line eight of *ARTICLE I, SECTION 1.1, PREMISES and TERM* of the original Lease Agreement reading: “2013 – October 7 through October 22, inclusive” shall be and is hereby deleted and is hereby replaced with the following language: “2013 – September 30 through October 15.”

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
10/22/12	11/05/12012	11/5/12	01/13/13
Referred to	Referral Date	Meeting Date	Action Taken
Economic Matters	10/22/12		

**LEGISLATIVE ACTIONS**

**CHARTER AMENDMENT, ORDINANCES and RESOLUTION – 2<sup>ND</sup> READING**

**CA-4-12**      **Designating Emergency Preparedness and Risk Management Responsibility to the City of Annapolis Fire Department** – For the purpose of making the City Charter consistent with the City Code by designating emergency preparedness and risk management responsibility to the City of Annapolis Fire Department.

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
7/23/12	9/24/12	9/14/12	10/19/12
Referred to	Referral Date	Meeting Date	Action Taken
Rules and City Gov't	7/23/12	10/2/12	Favorable

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

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	180 Day Rule
7/23/12	9/24/12	9/14/12	1/21/13
Referred to	Referral Date	Meeting Date	Action Taken
Rules and City Gov't	7/23/12	Postponed	
Housing and Human Welfare	7/23/12		
Planning Commission	7/23/12	9/13/12	Favorable

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

- O-41-12 Public Ethics and Financial Disclosure -** the purpose of establishing minimum standards for the conduct of Annapolis government business and to assure the citizens of the City of that they may have the highest trust in public officials and employees and that the impartiality and independent judgment of public officials and employees will be maintained without improper or even the appearance of improper influence. To guard against improper influence, it is required that all City officials and employees maintain the highest ethical standards in conducting City business and that select City officials and employees disclose their financial affairs as provided in Section 2.08.60.

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
11/05/12		11/5/12	02/02/13
Referred to	Referral Date	Meeting Date	Action Taken
Rules and City Government			

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**BUSINESS and MISCELLANEOUS**

1. Appointments and reappointments
2. Budget Revision Request
3. Beale Street – Property Conveyance
4. Lease – 93 Main St, 2<sup>nd</sup> Floor

**UPCOMING CITY COUNCIL EVENTS**

Work Session; Thursday, November 15, 2012 1:30-4:30 p.m. City Council Chambers  
Special Meeting; Monday, November 26, 2012 7:00 p.m. City Council Chambers  
Regular Meeting; Monday, December 10, 2012. City Council Chambers

**Carol Richardson**  
**Legislative and Policy Analyst**  
**City of Annapolis Office of Law**

E) cdrichardson@annapolis.gov  
P) 410-263-1184  
F) 410-268-3916

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November 2, 2012

TO: The Capital Legal Notices: legalad@capgaz.com via fax 410-626-0224  
FROM: Jessica Cowles, Legislative and Policy Analyst  
RE: Notice of Public Hearing  
PUBLISH: Please publish on: **Sunday, November 4, 2012 Monday, November 5, 2012**

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

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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, November, 5, 2012 at 7:00 p.m., in City Council Chambers, 160 Duke of Gloucester Street, Annapolis, to consider:

- O-39-12 Issuance of Bonds – Water Treatment Plant** - For the purpose of authorizing and empowering the City of Annapolis (the “City”) to finance and refinance the construction, renovation and equipping of a water treatment plant through the issuance and sale, upon its full faith and credit, of general obligation bonds or notes in an aggregate principal amount not to exceed Thirty Five Million Dollars (\$35,000,000), pursuant to Sections 31 through 39, inclusive, of Article 23A of the Annotated Code of Maryland (2011 Replacement Volume), as amended, and Article VII, Section 11 of the Charter of the City, as amended.
  
- O-40-12 Lease of City Property: Fall Boat Shows in 2013** - For the purpose of authorizing an amendment to the lease of certain municipal property located in the general harbor to United States Sailboat Shows, Inc. and United States Powerboat Shows, Inc
  
- R-47-12 Revision to the Capital Improvement Budget and Program: FY 2013 to FY 2018** – For the purposes of the purposes of revising the capital improvement budget for the Fiscal Year 2013, and the capital improvement program (Water Treatment Plant) for the six-year period from July 1, 2012, to June 30, 2018.

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

*Draft*

DRAFT  
REGULAR MEETING  
October 8, 2012

The Regular Meeting of the Annapolis City Council was held on October 8, 2012 in the Council Chamber. Mayor Cohen called the meeting to order at 7:06 p.m.

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

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

Staff Present: City Attorney Hardwick, DNEP Director Broadbent, Public Work Director Jarrell, Planning and Zoning Director Arason, Community Relations Specialist Peterson, Human Resources Director Rensted

Approval of Agenda

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

HONORARY MAYORAL CITATIONS

Martha Wood Leadership Award

Mayor Cohen invited Alderwoman Finlayson to present to Glenda Smith the Mayoral Citation in recognition of being honored by the Housing Authority of the City of Annapolis as the twenty-eighth recipient of the prestigious Martha Wood Leadership Award.

PETITIONS, REPORTS AND COMMUNICATIONS

United Way of Central Maryland

Mark Furst representing the United Way of Central Maryland presented Mayor Cohen with the *2011 Stellar Growth Award* in recognition of the City's increase in giving by the largest margin among participating agencies, businesses, and government entities.

Approval of Journal of Proceedings

- Alderman Paone moved to approve the Journal of Proceedings for the Regular Meeting September 10, 2012 and the Special Meeting of July September 24, 2012. Seconded. CARRIED on voice vote.

Comments by the General Public

No one from the general public spoke during petitions, reports and communications.

- Mayor Cohen declared petitions, report and communications closed.

PUBLIC HEARING

- O-33-12 Modifications to City Code on Refuse and Recycling Services – For the purpose of modifying the City Code related to the City of Annapolis' provision of refuse and recycling services.**

Public Works Director Jarrell and DNEP Director Broadbent gave a joint presentation on the ordinance and answered questions from Council.

Spoke on the ordinance:

Denise Worthen, 65 Southgate Avenue, Annapolis, Maryland 21401 representing the Ward One Residents Associations

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

Planning and Zoning Director Arason was present and answered questions from Council.

*“On 9/24/12 Mayor Cohen declared the public hearing open for the purpose of receiving the Planning Commission Findings.”*

- Mayor Cohen accepted into the record a Memorandum to the Annapolis City Council from the Planning Commission dated 9/13/12.
- Mayor Cohen declared the public hearing closed.

LEGISLATIVE ACTION

ORDINANCE and RESOLUTION – 2<sup>nd</sup> READER

**O-18-12 The Process for Approving City Employee Job Descriptions – For the purpose of shifting the authority to approve City of Annapolis civil service employee job descriptions from the City Council to the Civil Service Board and creating a job description approval process for exempt service positions.**

Human Resources Director Rensted was present and answered questions from Council.

- Alderman Paone moved to adopt O-18-12 on second reading. Seconded.

The Rules and City Government Committee reported favorably on O-18-12.

- Alderman Israel moved to amend O-18-12 as follows:

On Page 1, in lines 30, 31 and 32, delete “THEN SENT TO THE CIVIL SERVICE BOARD FOR CONSISTENCY WITH THE CLASSIFICATION SYSTEM.”

On page 3, in line 6, change “Classification” to “Classifying” and “establishment” to “establishing” and delete “of”

On page 3, in line 9, add the word “Making” before “recommendations”

On page 3, in line 14, change “approve” to “approving”

On page 3, in line 17, delete “addressed” and after “shall be” insert “subject to funding approval” Seconded. CARRIED on voice vote.

The main motion as amended CARRIED on voice vote.

- Alderman Israel moved to adopt O-18-12 amended on third reading. Seconded.

*A ROLL CALL vote was taken:*

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

*NAYS:*

*CARRIED: 9/0*

**O-22-12 Multi-Family Dwellings in the BR Zoning District – For the purpose of permitting multi-family dwellings in the BR zoning district.**

Human Resources Director Rensted was present and answered questions from Council.

- Alderman Paone moved to adopt O-22-12 on second reading. Seconded.

The Rules and City Government Committee and the Planning Commission reported favorably on O-22-12.

The main motion CARRIED on voice vote.

- Alderman Paone moved to adopt O-22-12 on third reading. Seconded.

*A ROLL CALL vote was taken:*

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

*NAYS:*

*CARRIED: 9/0*

**R-38-12 Establishment of Council Compensation Commission – For the purpose of establishing a Council Compensation Commission to make recommendations to the City Council on the pay and compensation for the Mayor and City Council to be effective for the four year period beginning December 2, 2013; and matters generally relating to said pay and compensation.**

- Alderwoman Hoyle moved to adopt R-38-12 on second reading. Seconded.

- Alderman Israel moved to amend R-38-12 as follows:

Amendment #1

On page 1, in line 35, strike “February 11” and replace with “January 31”

Amendment #2

On page 1, in line 37: insert “and” before “allowable expenses” and strike “and staff support” Seconded. CARRIED on voice vote.

- Alderman Arnett moved to amend R-38-12 as follows:

On page 1, in line 32, strike “Scott Bowling” and insert “Frank Bradley.

On page 1, in line 32, strike “(Commission Chair)” Seconded. CARRIED on voice vote.

- Alderman Paone moved to amend R-38-12 as follows:

On page 2, in line 3, after “a” insert “Chair,” Seconded. CARRIED on voice vote.

The main motion amended *A ROLL CALL* vote was taken:

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

*NAYS:*

*ABSTAIN:* Alderman Kirby

*CARRIED:* 8/0/1

ORDINANCES – 1<sup>st</sup> READER

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

- Alderman Pfeiffer moved to adopt O-31-12 on first reader. Seconded. CARRIED on voice vote

Referred to the Public Safety, Rules and City Government and the Transportation Committees.

BUSINESS AND MISCELLANEOUS

**1. Appointment**

- Alderman Arnett moved to approve the Mayor's appointment of the following individual:

The Rules and City Government Committee reported favorable on the appointment.

10/8/12 Alcoholic Beverage Control Board.....Michael F. Miron  
10/8/12 Financial Advisory Commission.....Ross Dierdorff  
Seconded. CARRIED on voice vote.

**2. Budget Supplementation Request**

**Control Number GT-4-13**, Department Harbor Master, Date 4-Sep-2012  
Department Justification for Request: Please see attached memo submitted in accordance with City Code Sec. 6.16.020 – Supplemental Allocations. The \$40,000 supplementation will be supported by the Dock Fund's sufficient projected fund balance.

Finance Director Miller gave brief presentation and answered questions from Council.

The Finance Committee reported favorably on GT-4-13.

- Alderman Pfeiffer moved to accept GT-4-13. Seconded. CARRIED on voice vote.

Upon motion duly made, seconded and adopted, the meeting was adjourned at 8:44 p.m.

Regina C. Watkins-Eldridge, MMC  
City Clerk

DRAFT  
A SPECIAL MEETING  
October 22, 2012

A Special Meeting of the Annapolis City Council was held on Monday, October 22, 2012 in the Council Chamber. Mayor Cohen called the meeting to order at 6:06 p.m.

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

Staff Present: Assistant City Attorney Elson

BUSINESS AND MISCELLANEOUS

2. Purposed Closed Session – Pursuant to State Government Article § 10-508 (a) (7)

- Alderwoman Hoyle moved to have a closed meeting on Monday, October 22, 2012 immediately following this meeting in accordance with Maryland State Government Article Section 10-508(a) (7) *to consult with counsel to obtain legal advice on a legal matter. Seconded.*

A ROLL CALL vote was taken:

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

NAYS:

CARRIED: 6/0

The Commission moved into closed session at 6:09 p.m.

- Member moved to adjourn the closed session at 6:48 p.m. *Seconded. CARRIED on voice vote.*

Upon motion duly made, seconded and adopted, the special meeting was adjourned at 6:48 p.m.

Regina C. Watkins-Eldridge, MMC  
City Clerk

DRAFT  
SPECIAL MEETING  
October 22, 2012

The Special Meeting of the Annapolis City Council was held on October 22, 2012 in the Council Chamber. Mayor Cohen called the meeting to order at 7:13 p.m.

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

Absent on Roll Call: Alderman Pfeiffer

Staff Present: Assistant City Attorney Elson, City Manager Mallinoff, Finance Director Miller, DNEP Director Broadbent, Planning and Zoning Arason, Development/Special Projects Coordinator LeFurge, Boards and Commissions Coordinator Raftovich

*Closed Session*

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

*A closed session of the City Council was held at 6:09 p.m., Monday, October 22, 2012 in the City Council Chamber.*

*Present: Mayor Cohen, Alderman Israel, Alderwomen Hoyle, Finlayson, Aldermen Kirby, Arnett, Alderman Silverman arrived at 6:15 p.m. and Alderman Paone arrived at 6:25 p.m.,*

*Staff Present: Assistant City Attorney Elson, City Manager Mallinoff, Finance Director Miller, City Clerk Watkins-Eldridge, Recreation and Parks Director Woodward, Procurement Officer Snyder, Boards and Commission Coordinator Raftovich*

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

*Discussion Topic:*

*The city's legal interest in the Eisenhower Golf Course*

*No Actions were taken in closed session.*

*Upon motion duly made, seconded and adopted, the closed session was adjourned at 6:48 p.m.*

**PETITIONS, REPORTS AND COMMUNICATIONS**

Maritime Republic of Eastport (MRE) "Declaration of War"

Stephany Moore, Minister of Moore representing the Maritime Republic of Eastport by the power vested in her by the Maritime Republic of Eastport and by unanimous vote of the Revolutionary Council, did declare (tug of) War against the United States, Maryland, The City of Annapolis, and all who remain loyal to them.

Recognition of R-59-11

Janice Hayes-Williams gave a brief presentation on the Commission on the Constitution of 1864 and the Abolishment of Slavery.

Comments by the General Public

Anthony J. Spencer, 8, Streamwood Court, Annapolis, Maryland 21403 representing

Kids at Hope gave a brief presentation on the program.  
Rick Miller, 2400 W. Dunlap Avenue, Suite 135, Phoenix, Arizona 85021 representing Kids at Hope spoke on the program.  
Deborah Wood, 25 Spa Drive, Annapolis, Maryland 21401 spoke in support of the Kids at Hope Program.  
Sascha Lipczenko, 92 West Street, Annapolis, Maryland 21401 spoke on the Kids at Hope Program and the Stanton Center.  
Ray Sullivan, 119 Meade Drive, Annapolis, Maryland 21401 spoke on the Eisenhower Golf Course, redevelopment and open space.

- Mayor Cohen declared petitions, reports and communication closed.

#### PUBLIC HEARINGS

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

Nicholas Berry, 517 Third Street, Annapolis, Maryland 21403 representing the City Charter Revision Commission gave a brief presentation and answered questions from Council.

Commission Member Gilbert Renault, 5 Monticello Avenue, Annapolis, Maryland 21401 was also present and answered questions from Council.

Spoke on the charter amendment:

Mike Dye, 1315 Hawkins Lane, Annapolis, Maryland 21401

Spoke in favor of the charter amendment:

Dough Smith, 5 Revell Street, Annapolis, Maryland 21401  
Bill Kardash, 1 Acton Place, Annapolis, Maryland 21401

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

- Mayor Cohen declared the public hearing closed.

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

Nicholas Berry, 517 Third Street, Annapolis, Maryland 21403 representing the City Charter Revision Commission gave a brief presentation and answered questions from Council.

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

- Mayor Cohen declared the public hearing closed.

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

Nicholas Berry, 517 Third Street, Annapolis, Maryland 21403 representing the

City Charter Revision Commission gave a brief presentation and answered questions from Council

Finance Director Miller answered questions from Council.

Spoke on the charter amendment:

Mike Dye, 1315 Hawkins Lane, Annapolis, Maryland 21401

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

- Mayor Cohen declared the public hearing closed.

Without objection the public hearing on O-30-12 and R-39-12 were held jointly.

**O-30-12 Parking and Storage of Automobiles, Motorcycles, Trailers, Motor Homes, Recreational Vehicles, Boats, and Personal Watercraft in Residential Zoning Districts – For the purpose of designating certain areas for parking and storage of automobiles, motorcycles, trailers, motor homes, recreational vehicles, boats, and personal watercraft in residential zoning districts.**

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**R-39-12 Fines Schedule Updated for Violations of Parking and Storage of Automobiles, Motorcycles, Trailers, Motor Homes, Recreational Vehicles, Boats, and Personal Watercraft in Undesignated Areas within Residential Zoning Districts – For the purpose of establishing a fine for parking and storage of automobiles, motorcycles, trailers, motor homes, recreational vehicles, boats, and personal watercraft in undesignated areas within residential zoning districts.**

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

Spoke in opposition:

Cheryl Jersey Lecoft, 800 Highland Avenue, Annapolis, Maryland 21403

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

- Mayor Cohen declared the public hearing closed.
- Alderman Kirby requested his name be added as a cosponsor to R-39-12

**O-36-12 Permitted Hours of Sidewalk Cafes – For the purpose of authorizing permitted sidewalk cafes to remain open during the normal business hours governing such establishments.**

Planning and Zoning Director Arason gave a brief presentation on the ordinance and answered questions from Council.

Spoke in favor of the ordinance:

Brian Calahan, 49 West Street, 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.

LEGISLATIVE ACTIONS

ORDINANCE and RESOLUTIONS – 2<sup>ND</sup> READING

Without objection, the order of the agenda was amended to allow for R-45-12.

**R-45-12 Abney Lane – For the purpose of declaring that South Bates Street in the College Creek Terrace Community shall be renamed “Abney Lane” to honor the contributions of the Abney Family to the City of Annapolis.**

- Alderman Arnett moved to adopt R-45-12 on second reading. Seconded.

A ROLL CALL vote was taken:

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

NAYS:

CARRIED: 8/0

- Alderwomen Hoyle and Finlayson requested their names be added as co-sponsors to R-45-12.

The order of the agenda was resumed.

**O-16-12 Distribution of Unsolicited Materials – For the purpose of establishing Section 11.36.025 of the Code of the City of Annapolis regarding the distribution of unsolicited materials.**

- Alderman Israel moved to postpone O-16-12 on second reading until the Special Meeting of April 22, 2013. Seconded. DEFEATED on voice vote.

A ROLL CALL vote was taken:

YEAS: Alderman Israel, Alderwomen Hoyle, Finlayson, Aldermen Silverman,  
Kirby

NAYS: Mayor Cohen, Aldermen Arnett, Paone

CARRIED: 5/3

**R-34-12 Establishing a Fine for Violations of Distributing Unsolicited Materials – For the purpose of establishing a fine for violations of distributing unsolicited materials.**

- Alderwoman Finlayson moved to postpone R-34-12 on second reading until the Special Meeting of April 22, 2013. Seconded. CARRIED on voice vote.
- Alderwoman Finlayson moved to have the Office of Law proceed with the Memorandum of Understanding between the Baltimore Sun, Annapolis Capital and the Washington Post (“Publishers”) and the City of Annapolis, a Municipal Corporation of the State of Maryland as directed by the Public Safety Committee. Seconded. CARRIED on voice vote.

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

- Alderman Israel moved to adopt O-28-12 on second reading to postpone until Nov 5, 2012. Seconded. CARRIED on voice vote.

**R-36-12 A Request to the Maryland General Assembly Regarding the Residency Requirement for Alcoholic Beverage License Holders – For the purpose of respectfully requesting that the Maryland General amend Article 2B of the Annotated Code of Maryland (Alcoholic Beverages) to allow the alcoholic**

**beverage residency requirement for a City of Annapolis alcoholic beverage license to be fulfilled by a resident of Anne Arundel County.**

Whitney Chellis, 18 Lafayette Avenue, Annapolis, Maryland 21401 representing the Citizen Committee to Review Alcoholic Beverage Laws was present and answered questions for the City Council.

- Alderman Paone moved to adopt R-36-12 on second reading. Seconded.

The Economic Matter Committee reported favorably on R-36-12.

A ROLL CALL vote was taken:

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

NAYS:

CARRIED: 7/0

- Alderman Silverman out of the room during the vote R-36-12.

**R-42-12 Colonel John Ripley Memorial 5K Race – For the purpose of authorizing City Council approval of the Colonel John Ripley Memorial 5K Race per R-14-12, implementing a moratorium on administrative approvals for events at City Dock; and the reimbursement of full fees to the City for the cost associated with the event.**

- Alderman Arnett moved to adopt R-42-12 on second reading. Seconded.

Development/Special Projects Coordinator LeFurge gave a brief presentation and answered questions from Council.

Jonathan Brianas 15 ½ Hill Street, Annapolis, Maryland 21401 representing R-42-12 was present and answered questions from Council.

A ROLL CALL vote was taken:

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

NAYS:

CARRIED: 7/0

- Aldermen Silverman out of the room during the vote.

**R-43-12 Eastport Yacht Club Lights Parade – For the purpose of authorizing City Council approval of the Eastport Yacht Club Lights Parade per R-14-12, implementing a moratorium on administrative approvals for events at City Dock and waiving the reimbursement of full fees to the City for the cost associated with the event on December 8, 2012.**

Development/Special Projects Coordinator LeFurge gave a brief presentation and answered questions from Council.

- Alderman Arnett moved to adopt R-43-12 on second reading. Seconded.

A ROLL CALL vote was taken:

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

NAYS:

CARRIED: 8/0

- R-44-12**     **TCS Annapolis Half Marathon – For the purpose of authorizing City Council approval of the TCS Annapolis Half Marathon per R-14-12, implementing a moratorium on administrative approvals for events at City Dock; designating Saturday, December 1, 2012 as a date for the sale of arts-related merchandise in the Historic District in conjunction with the event; and the reimbursement of full fees to the City for the cost associated with the event.**

Development/Special Projects Coordinator LeFurge gave a brief presentation and answered questions from Council.

Craig Harrison and Lisa Fontaine, 264 King George Street, Annapolis, Maryland 21401 representing the marathon were present and answered questions from Council.

- Alderman Israel moved to adopt R-44-12 on second reading. Seconded.

The Economic Matters Committee reported favorably on R-44-12.

A ROLL CALL vote was taken:

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

NAYS:

CARRIED: 8/0

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

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

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

- Alderman Arnett moved to adopt O-39-12 on first reader. Seconded. CARRIED on voice vote.

Referred to the Environmental Matters and the Finance Committees and the Financial Advisory Commission.

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

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

- Alderman Paone moved to adopt R-47-12 on first reader. Seconded. CARRIED

on voice vote.

Referred to the Environmental Matters and the Finance Committees and the Financial Advisory Commission.

**O-40-12 Lease of City Property: Fall Boat Shows in 2013 - For the purpose of authorizing an amendment to the lease of certain municipal property located in the general harbor to United States Sailboat Shows, Inc. and United States Powerboat Shows, Inc., in the following manner-Line eight of *ARTICLE I, SECTION 1.1, PREMISES and TERM* of the original Lease Agreement reading: "2013 – October 7 through October 22, inclusive" shall be and is hereby deleted and is hereby replaced with the following language: "2013 – September 30 through October 15."**

- Alderman Arnett moved to adopt O-39-12 on first reader. Seconded. CARRIED on voice vote

Referred to the Economic Matters Committee.

**R-48-12 The Maritime Republic of Eastport (MRE) Tug-of-War 2012 - For the purpose of designating dates for the sale of food, beverages and merchandise in the Historic District on the Annapolis side of The Maritime Republic of Eastport (MRE) Tug of War 2012 and the waiving of full fees to the City for the cost associated with the events.**

- Alderman Arnett moved to adopt R-48-12 on first reader. Seconded. CARRIED on voice vote.

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

- Alderman Arnett moved to adopt R-48-12 on second reading. Seconded.

A ROLL CALL vote was taken:

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

NAYS:

CARRIED: 8/0

## BUSINESS and MISCELLANEOUS

### 1. Appointments and Reappointments

Boards and Commissions Coordinator Raftovich was present and answered questions from Council.

The Housing and Human Welfare Committee reported favorably on the Mayor's appointments to the Education Commission.

The Economic Matters Committee reported favorably on the Mayor's appointment to the Building Board of Appeals.

- Alderman Paone moved to approve the Mayor's appointment of the following individual:

10/22/12 Education Commission  
10/22/12 Education Commission

Julie Kizer Ball  
Trisha Irvin  
Janet Norman  
Jeffrey Macris  
Randi Jenkins  
Heather Macintosh

10/22/12 Education Commission  
10/22/12 Education Commission  
10/22/12 Education Commission  
10/22/12 Building Board of Appeals  
Seconded. CARRIED on voice vote.

Pamela Bukowski  
Matthew Evans  
Enid Collison-Lee  
Mark Hall

## **2. Budget Revision Requests**

**GT-5-13:** Activity Date 10/16/12, Department Public Works, Explanation for request to purchase equipment for sidewalk gum removal.

Finance Director Miller was present and answered questions from Council.

The Finance Committee reported favorably on GT-5-13.

- Alderman Arnett moved to approve budget revision request GT-5-13. Seconded. CARRIED on voice vote.

**GT-6-13:** Activity Date 10/16/12, Office of Law/City Clerk, Explanation for request to cover salary for Election Administrative Assistant.

Finance Director Miller was present and answered questions from Council.

The Finance Committee reported favorably on GT-6-13.

- Alderman Arnett moved to approve budget revision request GT-6-13. Seconded. CARRIED on voice vote. Send HR Form

## **3. O-34-93 Beal Street Property Quick Claim Deed**

Alderman Kirby moved to postpone action on the quick claim deed until the Regular Meeting on November 5, 2012. Seconded. CARRIED on voice vote.

## **4. City Hall Renovations - No action taken.**

Upon motion duly made, seconded and adopted, the meeting was adjourned at 10:07 p.m.

Regina C. Watkins-Eldridge, MMC  
City Clerk

**CITY COUNCIL OF THE  
City of Annapolis**

**Ordinance No. O-39-12  
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
10/22/12	11/05/22 To be considered jointly with R-47-12.		1/13/13
Referred to	Referral Date	Meeting Date	Action Taken
Environmental Matters	10/22/12	11/15/12	
Finance	10/22/12	11/20/12	
Financial Advisory Commission	10/22/12		

**AN ORDINANCE** concerning

**Issuance of Bonds - Water Treatment Plant**

**FOR** the purpose of authorizing and empowering the City of Annapolis (the “City”) to fund the design, construction, renovation and equipping of a water treatment plant through the issuance and sale, upon its full faith and credit, of general obligation bonds or notes in an aggregate principal amount not to exceed Thirty-Five Million Dollars (\$35,000,000), pursuant to Sections 31 through 39, inclusive, of Article 23A of the Annotated Code of Maryland (2011 Replacement Volume), as amended, and Article VII, Section 11 of the Charter of the City, as amended; prescribing the form and tenor of said bonds or notes; determining the method of sale of said bonds or notes and other matters relating to the issuance and sale thereof; providing for the disbursement of the proceeds of said bonds and notes; providing that said bonds and notes may be issued in connection with a loan from the Maryland Water Quality Financing Administration; 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.

**RECITALS**

For convenience of reference, the City of Annapolis, a municipal body corporate and politic of the State of Maryland, is hereinafter sometimes referred to as the “City” or as “Annapolis”.

1           The authority for the powers herein exercised is contained in Article VII, Section 11 of  
2 the Charter of the City (the “Charter”) and in Sections 31 through 39, inclusive, of Article 23A of  
3 the Annotated Code of Maryland (2011 Replacement Volume), as amended, such authority  
4 being hereinafter sometimes referred to collectively as the “Enabling Act”.

5           The Enabling Act authorizes and empowers the City to borrow money for any proper  
6 public purpose and to evidence such borrowing by the issuance and sale of its general  
7 obligation bonds and other obligations in accordance with the procedure prescribed by the  
8 Enabling Act, subject to the limitation imposed by the Charter that no bonds shall be issued by  
9 the City if, by the issuance thereof, the total bonded indebtedness of the City incurred, less the  
10 amount of sinking funds established for the retirement thereof, would then exceed ten per  
11 centum (10%) of the assessed value of all real and personal property in the City taxable for  
12 municipal purposes.

13           The Charter further provides that, in computing compliance with such limitation,  
14 outstanding bonds or other indebtedness of the City issued pursuant to the authority of any  
15 public local law enacted by the General Assembly of Maryland prior to January 1, 1955, or  
16 pursuant to the authority of any public general law of the State of Maryland, other than the  
17 Enabling Act, together with tax anticipation notes issued pursuant to the Enabling Act, revenue  
18 bonds payable as to principal and interest solely from the revenues from revenue-producing  
19 projects, and short-term obligations issued pursuant to certain sections of the Charter, shall not  
20 be taken into account.

21           Pursuant to the Charter, the City Council of the City (the “City Council”) may in its  
22 discretion hold a referendum on any such bond issue or may be required to do so as a result of  
23 a proper petition of registered voters filed for the purpose after the giving of notice to the City as  
24 prescribed in the Charter.

25           The City proposes to spend the proceeds of the bonds and notes authorized pursuant to  
26 this Ordinance to (i) fund the costs of a water treatment plant of the City (project number:  
27 724/71001), subject to the provisions of this Ordinance and (ii) pay the costs of issuing such  
28 bonds and notes.

29           The Charter contains no limitations upon the rate at which *ad valorem* taxes may be  
30 levied by the City for the payment of the principal of and interest on said indebtedness.

31           Since the adoption of Article XI-E as an amendment of the Constitution of Maryland, the  
32 General Assembly of Maryland has passed no law proposing a limitation upon the rate at which  
33 taxes may be levied by the City or a limitation upon the amount of bonded indebtedness which  
34 may be incurred by the City different from that set forth in the Charter.

1           **NOW, THEREFORE, BE IT ESTABLISHED AND ORDAINED BY THE CITY**  
2 **COUNCIL, that:**

3           SECTION 1. All terms used herein which are defined in the Recitals hereof shall have  
4 the meanings given such terms therein.

5           SECTION 2. It is in the best interest of the City to borrow money and incur indebtedness  
6 and the City is authorized and empowered to issue and sell, upon its full faith and credit, its  
7 general obligation, fully registered bonds and notes (such bonds and notes collectively referred  
8 to herein as the "Bonds") in an aggregate principal amount not to exceed Thirty-Five Million  
9 Dollars (\$35,000,000) to be known by such designation as deemed appropriate by the Mayor of  
10 Annapolis (the "Mayor") and the City Manager of Annapolis (the "City Manager") for the  
11 purposes of funding the costs of a water treatment plant (project number: 724/71001) (the  
12 "Project") and the costs of issuing such Bonds, including, without limitation, the establishment of  
13 reserves.

14           The costs of the Project shall include (without limitation) the costs of the planning,  
15 construction, reconstruction, demolition, improvement, refurbishing, renovation, restoration,  
16 extension, alteration, installation, repair, acquisition, conversion and modernization of  
17 structures; the acquisition of structures and sites for structures; the acquisition of rights of way  
18 for roads; architectural and engineering services, including preparation of plans, drawings and  
19 specifications; development and restoration of grounds; and all customary and necessary  
20 furnishings and fixed permanent equipment for structures.

21           SECTION 3. The City hereby covenants that any Bonds issued hereunder shall comply  
22 with all limitations of the Charter and that as determined as provided by the Charter, no Bonds  
23 shall be issued by the City if, by the issuance thereof, the total bonded indebtedness of the City  
24 incurred, less the amount of sinking funds established for the retirement thereof, would then  
25 exceed ten per centum (10%) of the assessed value of all real and personal property in the City  
26 taxable for municipal purposes.

27           SECTION 4. The Bonds authorized by this Ordinance shall be dated the date of their  
28 delivery, shall be fully registered bonds without coupons in the denomination of Five Thousand  
29 Dollars (\$5,000) each or any integral multiple thereof (or such other denomination deemed  
30 appropriate by the Mayor) and shall bear interest at the fixed or variable interest rate or rates  
31 determined at the time of the awarding of the Bonds in accordance with an executive order of  
32 the Mayor and the provisions of this Ordinance as hereinafter provided. Interest on the Bonds  
33 shall be payable on the dates and in the years as may be determined by the Mayor in an  
34 executive order. The Bonds shall mature, subject to the option of prior redemption, in annual

1 installments, including any mandatory sinking fund installments, in the years as shall be  
2 determined by the Mayor pursuant to an executive order; provided however, that the final  
3 maturity of the Bonds shall not exceed 30 years from the date of delivery of the Bonds. Each  
4 Bond shall bear interest from the interest payment date next preceding the date on which it is  
5 authenticated, unless authenticated upon an interest payment date, in which event it shall bear  
6 interest from such interest payment date, or unless authenticated prior to the first interest  
7 payment date, in which event it shall bear interest from the date of the Bonds; provided,  
8 however, that if at the time of authentication of any bond interest is in default, such bond shall  
9 bear interest from the date to which interest has been paid.

10 SECTION 5. Certain of the Bonds may be subject to redemption prior to maturity as  
11 may be determined by the Mayor in an executive order. With respect to the Bonds subject to  
12 redemption, if any, the redemption dates and the redemption prices shall be specified in an  
13 executive order by the Mayor.

14 The Bonds shall be redeemed only in integral multiples of \$5,000 (or such other  
15 denomination authorized by the Mayor). If less than all of the Bonds of any one maturity are  
16 called for redemption, the particular bonds to be redeemed from such maturity shall be selected  
17 by lot by the bond registrar for the Bonds (the "Bond Registrar") in such manner as the Bond  
18 Registrar in its sole discretion may determine or under the procedures for book-entry bonds if  
19 the Bonds are under a book-entry system.

20 When less than all of a Bond in a denomination in excess of \$5,000 shall be so  
21 redeemed, then upon the surrender of such Bond, there shall be issued to the registered owner  
22 thereof, without charges, for the unredeemed balance of the principal amount of such Bond, at  
23 the option of such owner, Bonds in any of the authorized denominations, the aggregate face  
24 amount of such Bonds not to exceed the unredeemed balance of the Bond so surrendered, and  
25 to bear the same interest rate and to mature on the same date as said unredeemed balance.

26 If the City elects to redeem all or a portion of the Bonds outstanding, it shall give a  
27 redemption notice by first class mail, postage prepaid, at least 30 days prior to the date fixed for  
28 redemption to each registered owner appearing on the books kept by the Bond Registrar.  
29 Notwithstanding the foregoing, so long as all of the Bonds are registered in the name of Cede &  
30 Co., as nominee for the Depository Trust Company, New York, New York ("DTC"), such notice  
31 shall be given by a secure means (e.g. legible facsimile transmission, registered or certified mail  
32 or overnight express delivery) in a timely manner designed to assure that such notice is in DTC  
33 possession no later than the close of business on such 30th day; provided, however, that the  
34 failure to mail the redemption notice or any defect in the notice so mailed or in the mailing

1 thereof shall not affect the validity of the redemption proceedings. The redemption notice shall  
2 state (i) whether the Bonds are to be redeemed in whole or in part and, if in part, the maturities  
3 and numbers of the Bonds to be redeemed, (ii) the date fixed for redemption and the  
4 redemption price or prices, (iii) that the Bonds to be redeemed shall be presented for  
5 redemption at the office of the Bond Registrar and (iv) that interest on the Bonds called for  
6 redemption shall cease to accrue on the date fixed for redemption.

7 From and after the date fixed for redemption, if notice has been duly and properly given  
8 and if funds sufficient for the payment of the redemption price of the Bonds called for  
9 redemption plus accrued interest due thereon are available on such date, the Bonds so called  
10 for redemption shall become due and payable at the redemption price or prices provided for  
11 redemption of such Bonds on such date, interest on the Bonds shall cease to accrue and the  
12 registered owners of the Bonds so called for redemption shall have no rights in respect thereof  
13 except to receive payment of the redemption price plus accrued interest to the date fixed for  
14 redemption. Upon presentation and surrender of a Bond called for redemption in compliance  
15 with the redemption notice, the Bond Registrar shall pay the redemption price of such bond plus  
16 accrued interest thereon to the date fixed for redemption. If bonds so called for redemption are  
17 not paid upon presentation and surrender as described above, such bonds shall continue to  
18 bear interest at the rates stated therein until paid.

19 SECTION 6. The Bonds shall be executed in the name of the City and on its behalf by  
20 the Mayor. Such signature of the Mayor shall be imprinted on such Bonds by manual or  
21 facsimile and a facsimile of the corporate seal of Annapolis shall also be imprinted thereon,  
22 attested by the manual or facsimile signature of the City Clerk of Annapolis, all in accordance  
23 with and pursuant to the authority of the Maryland Uniform Facsimile Signature of Public  
24 Officials Act, being Sections 2-301 through 2-306 of the State Finance and Procurement Article  
25 of the Annotated Code of Maryland.

26 In the event any official whose signature shall appear on such Bonds shall cease to be  
27 such official prior to the delivery of the Bonds, or in the event any such official whose signature  
28 shall appear on the Bonds shall have become such after the date of issue thereof, the Bonds  
29 shall nevertheless be valid and legally binding obligations of Annapolis in accordance with their  
30 terms.

31 All Bonds shall be issued as fully registered bonds without coupons and shall be  
32 registered in the name or names of the owner or owners thereof on books kept for such purpose  
33 at the principal office of the Bond Registrar. The Bonds may be issued in book-entry form  
34 without any physical distribution of certificates made to the public. DTC may act as securities

1 depository for the Bonds and the Bonds may be registered in the name of DTC's partnership  
2 nominee, Cede & Co. The City reserves the right to terminate maintenance of the Bonds in a  
3 book-entry only system and to issue fully certificated bonds. The Mayor or his designee is  
4 hereby authorized to appoint a financial institution to act as the Bond Registrar and as paying  
5 agent (the "Paying Agent") for the Bonds, unless the Mayor determines after consulting with the  
6 financial advisor to the City (the "Financial Adviser") that the City shall act as the Bond Registrar  
7 or the Paying Agent or both. Payment of the principal of and interest on the Bonds shall be  
8 made to the person appearing on the registration books maintained by the Bond Registrar as  
9 the registered owner thereof, such principal to be payable at the principal office of the Paying  
10 Agent upon presentation and surrender of such bonds as the same become due and payable,  
11 and such interest to be payable by check mailed by the Paying Agent to the persons in whose  
12 names the bonds are registered on the regular record date which shall be the fifteenth day of  
13 the month immediately preceding each regular interest payment date, or such other day  
14 specified in the bond (the "Regular Record Date"), at the registered owner's address as shown  
15 on the registration books maintained by the Bond Registrar.

16 SECTION 7. Any interest on any Bond which is payable but is not punctually paid or  
17 provision for the payment of which has not been made ("Defaulted Interest") shall forthwith  
18 cease to be payable to the registered owner on the relevant Regular Record Date solely by  
19 virtue of such registered owner having been such registered owner; and such Defaulted Interest  
20 may be paid by the City, at its election in each case, as provided in paragraph (1) or (2) below:

21 (1) The City may elect to make payment of any Defaulted Interest on the Bonds to  
22 the persons in whose names such Bond is registered at the close of business on a record date  
23 for the payment of such Defaulted Interest (the "Special Record Date"), which shall be fixed in  
24 the following manner. The City shall notify the Paying Agent in writing of the amount of  
25 Defaulted Interest proposed to be paid on the Bonds and the date of the proposed payment  
26 (which date shall be such as will enable the Paying Agent to comply with the next sentence  
27 hereof), and at the same time the City shall deposit or cause to be deposited with the Paying  
28 Agent an amount of money equal to the aggregate amount proposed to be paid in respect of  
29 such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such  
30 deposit prior to the date of the proposed payment, such money when deposited to be held in  
31 trust for the benefit of the persons entitled to such Defaulted Interest as provided in this  
32 paragraph. Thereupon the Paying Agent shall fix a Special Record Date for the payment of  
33 such Defaulted Interest which shall be not more than fifteen (15) nor less than ten (10) days  
34 prior to the date of the proposed payment after the receipt by the Paying Agent of the notice of

1 the proposed payment. The Paying Agent shall promptly notify the City of such Special Record  
2 Date and, in the name of the City, shall cause notice of the proposed payment of such Defaulted  
3 Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each  
4 registered owner at his address as it appears in the registration books maintained by the Bond  
5 Registrar not less than ten (10) days prior to such Special Record Date. The Paying Agent  
6 may, in its discretion, in the name of the City, cause a similar notice to be published at least  
7 once in a newspaper of general circulation in Annapolis, Maryland but such publication shall not  
8 be a condition precedent to the establishment of such Special Record Date. Notice of the  
9 proposed payment of such Defaulted Interest and the Special Record Date therefor having been  
10 mailed as aforesaid, such Defaulted Interest shall be paid to the registered owners of the Bonds  
11 as of the close of business on such Special Record Date.

12 (2) The City may make payment of any Defaulted Interest in any other lawful manner  
13 not inconsistent with the requirements of any securities exchange on which the Bonds may be  
14 listed, and upon such notice as may be required by such exchange, if, after notice given by the  
15 City to the Paying Agent of the proposed payment pursuant to this paragraph, such payment  
16 shall be deemed practicable, and approved in writing, by the Paying Agent.

17 Except as provided hereinafter or in ordinances of the Mayor and Aldermen of the City of  
18 Annapolis adopted prior to the issuance and delivery of the Bonds, all Bonds shall be  
19 substantially in the following form, with appropriate insertions as therein indicated and such  
20 other modifications as shall be approved by the Mayor, which form and all of the covenants  
21 therein contained are hereby adopted by Annapolis as and for the form of obligation to be  
22 incurred by Annapolis, and said covenants and conditions are hereby made binding upon  
23 Annapolis, including the promise to pay therein contained:

1 No. R-\_\_\_\_\_  
2 \$ \_\_\_\_\_  
3

4 (Form of Bond)  
5

6  
7 UNITED STATES OF AMERICA  
8 STATE OF MARYLAND  
9 CITY OF ANNAPOLIS, MARYLAND

10  
11 GENERAL OBLIGATION BOND

12  
13 \_\_\_\_\_ BOND  
14 2012 SERIES

15  
16 Interest Rate Per Annum      Maturity Date      Date of Original Issue      CUSIP

17  
18 REGISTERED OWNER:

19  
20 PRINCIPAL AMOUNT      DOLLARS

21  
22 CITY OF ANNAPOLIS (the "City"), a municipal corporation created and existing under the laws  
23 of the State of Maryland, hereby acknowledges itself indebted, and, for value received,  
24 promises to pay to the Registered Owner shown above or registered assigns or legal  
25 representatives on the Maturity Date shown above (unless this bond shall be redeemable, shall  
26 have been called for prior redemption and payment of the redemption price made or provided  
27 for), the Principal Amount shown above or so much thereof as shall not have been paid upon  
28 prior redemption in any coin or currency which, at the time of payment, is legal tender for the  
29 payment of public and private debts upon presentation and surrender of this bond on the date  
30 such principal is payable or if such date is not a Business Day (hereinafter defined) then on the  
31 next succeeding Business Day at the principal office of the Paying Agent, and to pay to the  
32 registered owner hereof by check or draft, mailed to such registered owner at his address as it  
33 appears on said registration books (the "Bond Register") maintained by the Bond Registrar  
34 interest on said principal amount at the Interest Rate shown above until payment of such  
35 principal amount, or until the prior redemption hereof, such interest being payable [semi-  
36 annually] on the first days of \_\_\_\_\_ and \_\_\_\_\_ in each year, in like coin or  
37 currency to the registered owner in whose name this bond is registered on the Bond Register as  
38 of the close of business on the regular record date, which shall be the fifteenth day of the month  
39 immediately preceding each regular interest payment date (the "Regular Record Date"). Any  
40 such interest not so punctually paid or duly provided for shall forthwith cease to be payable to  
41 the registered owner on the Regular Record Date, and may be paid to the person in whose  
42 name this bond is registered at the close of business on a date fixed by the Paying Agent for  
43 such defaulted interest payment (the "Special Record Date"), notice of which is given to the  
44 registered owner hereof not less than ten (10) days prior to such Special Record Date, or may  
45 be paid at any time in any other lawful manner not inconsistent with the requirement of any  
46 securities exchange on which the bonds of this series may be listed and upon such notice as  
47 may be required by such exchange.  
48

49 "Business Day" means a day other than a Saturday, Sunday or day on which banking  
50 institutions under the laws of the State governing the Paying Agent are authorized or obligated  
51 by law or required by executive order to remain closed.

1  
2 This bond shall not be valid or become obligatory for any purpose, until this bond shall have  
3 been authenticated by an authorized officer of the Bond Registrar.  
4

5 This bond is one of a duly authorized issue of general obligation bonds of the City aggregating  
6 \_\_\_\_\_ Dollars (\$\_\_\_\_\_) in principal amount, which are in  
7 denominations of \$5,000 or any integral multiple thereof, mature serially in installments on the  
8 first day of \_\_\_\_\_ in each of the years 20\_ to 20\_, inclusive, and bear interest per annum  
9 as follows:

10  
11 Year of Principal Interest Year of Principal Interest  
12 Maturity Amount Rate Maturity Amount Rate  
13  
14  
15  
16  
17  
18

19 The bonds are numbered from one consecutively upwards prefixed by the letter "R" and are of  
20 like tenor and effect except as to maturity, number, interest rate, denomination and redemption  
21 provisions, and are issued pursuant to and in full conformity with the provisions of Sections 31  
22 to 39, inclusive, of Article 23A of the Annotated Code of Maryland (2011 Replacement Volume),  
23 as amended, and Article VII, Section 11 of the Annapolis City Charter, and by virtue of due  
24 proceedings had and taken by the Mayor and Aldermen of the City of Annapolis particularly an  
25 Ordinance adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2012 (approved \_\_\_\_\_ 2012)  
26 (the "Ordinance").  
27

28 The bonds which mature on or before \_\_\_\_\_ 1, 202\_\_ are not subject to redemption prior to  
29 their maturities. The bonds which mature on or after \_\_\_\_\_ 1, 202\_\_ are subject to  
30 redemption prior to their maturities on or after \_\_\_\_\_ 1, 202\_\_ at the option of the City either  
31 as a whole or in part at any time, in any order of maturities, at a redemption price expressed as  
32 a percentage of the principal amount of the bonds to be redeemed, set forth in the table below,  
33 together with interest accrued to the date fixed for redemption:  
34

35 Redemption Period (both dates inclusive) Redemption Price  
36  
37  
38

39 If less than all of the bonds of any one maturity of this issue shall be called for redemption, the  
40 bonds to be redeemed shall be selected by lot by the Bond Registrar in such manner as, in its  
41 discretion, it shall determine.  
42

43 When less than all of a bond in a denomination in excess of \$5,000 shall be so redeemed, then,  
44 upon the surrender of such bond, there shall be issued to the registered owner thereof, without  
45 charge, for the unredeemed balance of the principal amount of such bond, at the option of such  
46 owner, bonds in any of the authorized denominations, the aggregate face amount of such bonds  
47 not to exceed the unredeemed balance of the bond so surrendered, and to bear the same  
48 interest rate and to mature on the same date as said unredeemed balance.  
49

50 If the City elects to redeem all or a portion of the bonds outstanding, it shall give a redemption  
51 notice by first class mail, postage prepaid, at least 30 days prior to the date fixed for redemption

1 to each registered owner appearing on the books kept by the Bond Registrar. Notwithstanding  
2 the foregoing, so long as all of the Bonds are registered in the name of Cede & Co., as nominee  
3 for the Depository Trust Company, New York, New York ("DTC"), such notice shall be given by  
4 a secure means (e.g. legible facsimile transmission, registered or certified mail or overnight  
5 express delivery) in a timely manner designed to assure that such notice is in DTC possession  
6 no later than the close of business on such 30th day; provided, however, that the failure to mail  
7 the redemption notice or any defect in the notice so mailed or in the mailing thereof shall not  
8 affect the validity of the redemption proceedings. The redemption notice shall state (i) whether  
9 the bonds are to be redeemed in whole or in part and, if in part, the maturities and numbers of  
10 the bonds to be redeemed, (ii) the date fixed for redemption and the redemption price or prices,  
11 (iii) that the bonds to be redeemed shall be presented for redemption at the office of the Bond  
12 Registrar and (iv) that interest on the bonds called for redemption shall cease to accrue on the  
13 date fixed for redemption.

14  
15 From and after the date fixed for redemption, if notice has been duly and properly given and if  
16 funds sufficient for the payment of the redemption price of the bonds called for redemption plus  
17 accrued interest due thereon are available on such date, the bonds so called for redemption  
18 shall become due and payable at the redemption price or prices provided for redemption of such  
19 bonds on such date interest on the bonds shall cease to accrue and the registered owners of  
20 the bonds so called for redemption shall have no rights in respect thereof except to receive  
21 payment of the redemption price plus accrued interest to the date fixed for redemption. Upon  
22 presentation and surrender of a bond called for redemption in compliance with the redemption  
23 notice, the Bond Registrar shall pay the redemption price of such Bond plus accrued interest  
24 thereon to the date fixed for redemption. If bonds so called for redemption are not paid upon  
25 presentation and surrender as described above, such bonds shall continue to bear interest at  
26 the rates stated therein until paid.

27  
28 This bond is transferable only upon the registration books kept at the principal office of the Bond  
29 Registrar, by the registered owner hereof in person, or by his attorney duly authorized in writing,  
30 upon surrender hereof together with a written instrument of transfer in the form attached hereto  
31 and satisfactory to the Bond Registrar duly executed by the registered owner or his duly  
32 authorized attorney, and thereupon, within a reasonable time, the City shall issue in the name of  
33 the transferee a new registered bond or bonds of any authorized denominations in aggregate  
34 principal amount equal to the principal amount of this bond or the unredeemed portion hereof,  
35 and maturing on the same date and bearing interest at the same rate. Said new bond or bonds  
36 shall be delivered to the transferee only after payment of any tax or governmental charge  
37 required to be paid with respect to and any shipping expenses or insurance relating to, such  
38 transfer and only after due authentication thereof by an authorized officer of the Bond Registrar.  
39 The City shall not be required to issue, transfer or exchange any bond during the period  
40 beginning fifteen days before any selection of bonds to be redeemed and ending on the day of  
41 publication and mailing of the notice of redemption or to transfer or exchange any bond called or  
42 being called for redemption in whole or in part. The City may deem and treat the person in  
43 whose name this bond is registered as the absolute owner hereof for the purpose of receiving  
44 payment of or on account of the principal or redemption price hereof and interest due hereon  
45 and for all other purposes.

46  
47 The full faith and credit and unlimited taxing power of the City are hereby irrevocably pledged to  
48 the prompt payment of the principal of and interest on this bond according to its terms, and the  
49 City does hereby covenant and agree to pay the principal of this bond and the interest thereon,  
50 at the dates and in the manner mentioned herein, according to the true intent and meaning  
51 hereof.

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It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of Maryland, the Charter and the Ordinance to exist, to have happened or to have been performed precedent to or in the issuance of this bond, exist, have happened and have been performed, and that the issue of bonds of which this is one, together with all other indebtedness of the City, is within every debt and other limit prescribed by said Constitution or statutes or Charter, and that due provision has been made for the levy and collection of an *ad valorem* tax or taxes upon all legally assessable property within the corporate limits of the City in rate and amount sufficient to provide for the payment, when due, of the principal of and interest on this bond.

IN WITNESS WHEREOF, this bond has been executed by the facsimile signature of the Mayor of the City, which signature has been imprinted hereon, a facsimile of the corporate seal of the City has been imprinted hereon, attested by the manual or facsimile signature of the City Clerk as of the first day of \_\_\_\_\_, 2012.

ATTEST: CITY OF ANNAPOLIS

\_\_\_\_\_  
City Clerk By: \_\_\_\_\_  
Mayor

CERTIFICATION OF AUTHENTICATION

The undersigned hereby certifies that this bond is one of the registered bonds of the City of Annapolis.

\_\_\_\_\_  
\_\_\_\_\_  
[Authorized Officer of Bond Registrar]

(Form of Assignment)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within bond and all rights thereunder, and does hereby constitute and appoint \_\_\_\_\_ to transfer the within bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

In the presence of:  
\_\_\_\_\_

Notice: The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

1  
2 SECTION 8. All of the Bonds authorized by this Ordinance may be sold by solicitation of  
3 competitive sealed proposals at public sale in accordance with the provisions of the following  
4 Notice of Sale at the principal office of the City, on such date as may be selected by the Mayor  
5 pursuant to an executive order for cash at no less than par, to the bidder therefor whose bid is  
6 deemed to be for the best interests of Annapolis. Bids shall be received as provided in the  
7 Notice of Sale. The Bonds authorized by this Ordinance may also be sold, if the Mayor  
8 determines that it would be in the best interest of the City, at private (negotiated) sale without  
9 advertisement, publication, notice of sale, or solicitation of competitive bids. The Mayor shall  
10 award the sale of the Bonds by executive order.

11 Unless a referendum petition shall be filed as provided hereinafter or the Bonds are sold  
12 at private (negotiated) sale, the City Clerk of Annapolis is authorized and directed to publish a  
13 notice of sale at least twice in a daily or weekly newspaper having general circulation in  
14 Annapolis. The publication of such notice of sale shall be made once at least ten days prior to  
15 the date of sale. The City Clerk may give such other notice of the sale of such Bonds, within or  
16 without this State, by publication or otherwise, as the Mayor may deem appropriate.

17 The Director of Finance of Annapolis (the "Finance Director") is hereby authorized and  
18 directed to make all necessary arrangements for the tabulation and comparison of the proposals  
19 received, including the employment of specially qualified personnel, if necessary, so that he will  
20 be able promptly to advise the Mayor as to the proposal which produces the lowest true interest  
21 cost for the Bonds sold.

22 The Mayor, City Manager and Finance Director are hereby authorized to prepare and  
23 distribute a preliminary official statement and final official statement in connection with the sale  
24 of the Bonds.

25 The Notice of Sale if used for the issue of Bonds authorized by this Ordinance shall be in  
26 the form hereinafter set forth, with the insertions therein indicated. The terms and conditions  
27 stated in such Notice of Sale are hereby adopted and approved as the terms and conditions  
28 under which and the manner in which such Bonds shall be sold, issued and delivered at public  
29 sale, subject to such insertions, alterations, additions or deletions as the Mayor may deem  
30 advisable due to financial or market conditions prevailing at the time based upon the advice of  
31 the Financial Advisor.

1  
2 **NOTICE OF SALE**

3  
4 \$ \_\_\_\_\_  
5 **CITY OF ANNAPOLIS, MARYLAND**  
6 **General Obligation Bonds**  
7 \_\_\_\_\_, **2012 Series**  
8

9 Electronic bids via the BiDCOMP/Parity Competitive Bidding System (“PARITY”) will be  
10 received until 11:00 a.m., prevailing Eastern time, on \_\_\_\_\_, 2012 (unless postponed as  
11 described herein) by City of Annapolis (the “City”) for the City’s General Obligation Bonds,  
12 \_\_\_\_\_, 2012 Series (the “Bonds”).  
13

14 **Terms of the Bonds**

15 The Bonds shall be dated the date of their delivery.

16 Interest on the Bonds is payable on \_\_\_\_\_, 2012 and semi-annually thereafter on  
17 \_\_\_\_\_ 1 and \_\_\_\_\_ 1 until maturity. The Bonds will mature on \_\_\_\_\_ in the following  
18 respective years and principal amounts:  
19  
20  
21  
22

<u>Maturing</u> <u>1*</u>	<u>Principal</u> <u>Amount*</u>	<u>Maturing</u> <u>1*</u>	<u>Principal</u> <u>Amount*</u>
2013		2023	
2014		2024	
2015		2025	
2016		2026	
2017		2027	
2018		2028	
2019		2029	
2020		2030	
2021		2031	
2022		2032	

23  
24 \_\_\_\_\_  
25 \*Preliminary, subject to change. See “Adjustments of Principal Amounts.”  
26

27 The proceeds of the Bonds will be used to finance the costs of certain public projects of  
28 the City and pay the costs of issuing the Bonds. The Bonds will be fully registered bonds without  
29 coupons in the denomination of \$5,000 each or any integral multiple thereof.  
30

31 **Authority**

32  
33 The Bonds are issued pursuant to Sections 31 through 39, inclusive, of Article 23A of the  
34 Annotated Code of Maryland (2011 Replacement Volume) and Article VII, Section 11 of the  
35 Charter of the City of Annapolis, as amended. The Bonds are authorized pursuant to Ordinance  
36 O-\_\_\_\_-12.  
37

1 The Bonds are general obligations of the City, and will constitute an irrevocable pledge  
2 of its full faith and credit and unlimited taxing power.

### 3 4 **Book-Entry System**

5  
6 One bond representing each maturity of the Bonds will be issued to and registered in the  
7 name of Cede & Co., as nominee of The Depository Trust Company, New York, New York  
8 (“DTC”), as registered owner of the Bonds and each such bond shall be held in the custody of  
9 DTC. DTC will act as securities depository for the Bonds. Individual purchases will be made in  
10 book-entry form only, in the principal amount of \$5,000 or any integral multiple thereof.  
11 Purchasers will not receive physical delivery of certificates representing their interest in the  
12 Bonds purchased. The winning bidder, as a condition to delivery of the Bonds, will be required  
13 to deposit the bond certificates representing each maturity with DTC.

14  
15 Interest on the Bonds will be payable when due and the principal or redemption price of  
16 the Bonds will be payable at maturity or upon earlier redemption to DTC or its nominee as  
17 registered owner of the Bonds. Transfer of principal and interest payments to beneficial owners of  
18 the Bonds by participants of DTC (“Participants”) will be the responsibility of Participants and other  
19 nominees of beneficial owners. The City will not be responsible or liable for such transfers of  
20 payments or for maintaining, supervising or reviewing the records maintained by DTC,  
21 Participants or persons acting through Participants.

### 22 23 **Optional Redemption**

24  
25 Bonds maturing on or before \_\_\_\_\_, 2012 are not subject to redemption prior to  
26 their stated maturities. Bonds maturing on or after \_\_\_\_\_, 2012 are subject to  
27 redemption prior to their maturities at the option of the City on or after \_\_\_\_\_, 2012 either  
28 as a whole or in part at any time in any order of maturity at the option of the City, at par plus  
29 accrued interest thereon to the date fixed for redemption.

### 30 31 **Adjustments of Principal Amounts**

32  
33 The preliminary aggregate principal amount of the Bonds and the preliminary principal  
34 amount of each annual payment on the Bonds as set forth in this Notice of Sale (the  
35 “Preliminary Aggregate Principal Amount” and the “Preliminary Annual Principal Amount”, and  
36 collectively the “Preliminary Amounts”) may be revised before the receipt and opening of the  
37 bids for their purchase. Such revisions may include the addition or deletion of maturities of the  
38 Bonds. **ANY SUCH REVISIONS** made prior to the opening of the bids (the “Revised Aggregate  
39 Principal Amount” and the “Revised Annual Principal Amount”, and collectively the “Revised  
40 Amounts”) **WILL BE PUBLISHED ON THOMPSON MUNICIPAL MARKET MONITOR (“TM3”)**  
41 **([www.tm3.com](http://www.tm3.com)) NOT LATER THAN 9:30 A.M. (LOCAL BALTIMORE, MARYLAND TIME) ON**  
42 **THE ANNOUNCED DATE FOR RECEIPT OF BIDS FOR THE BONDS.**

43  
44 In the event that no such revisions are made, the Preliminary Amounts will constitute the  
45 Revised Amounts. Bidders shall submit bids based on the Revised Amounts and the Revised  
46 Amounts will be used to compare bids and select a winning bidder.

47  
48 Such Revised Amounts, among other things, will be used by the City to calculate the final  
49 aggregate principal amount of the Bonds and the final principal amount of each annual payment  
50 on the Bonds (the “Final Aggregate Principal Amount” and the “Final Principal Amount” of each  
51 annual payment, respectively, and collectively, the “Final Amounts”). In determining the Final

1 Amounts the City reserves the right to increase or decrease the aggregate amount of the Bonds  
2 by an amount not to exceed twelve percent (12%) and correspondingly adjust the issue size, with  
3 all calculations to be rounded to the nearest \$5,000.  
4

5 In the event of any such adjustment, no rebidding or recalculation of the bid submitted will  
6 be required or permitted. If necessary, the total purchase price of the Bonds will be increased or  
7 decreased in direct proportion to the ratio that the adjustment bears to the aggregate principal  
8 amount of the Bonds specified herein; and the Bonds of each maturity, as adjusted, will bear  
9 interest at the same rate and must have the same initial reoffering yields as specified in the bid of  
10 the successful bidder. However, the award will be made to the bidder whose bid produces the  
11 lowest true interest cost, calculated as specified in the section entitled "Basis of Award" herein.  
12 THE SUCCESSFUL BIDDER MAY NOT WITHDRAW ITS BID OR CHANGE THE INTEREST  
13 RATES BID OR THE INITIAL REOFFERING PRICES AS A RESULT OF ANY CHANGES MADE  
14 TO THE PRINCIPAL AMOUNTS WITHIN THESE LIMITS. IN READJUSTING THE PRINCIPAL  
15 AMOUNT OF THE BONDS FOLLOWING THE AWARD, THE CITY WILL HOLD CONSTANT  
16 THE BIDDER'S GROSS SPREAD PER \$1,000 BONDS AS INDICATED IN THE ORIGINAL BID.  
17 In this process, however, the City reserves the right to adjust the actual dollar amount of Bidder's  
18 gross spread resulting from an upward or downward adjustment of the principal amount of the  
19 Bonds.

#### **Change of Bid Date and Closing Date**

20 The City reserves the right to postpone, from time to time, the date established for the  
21 receipt of bids and will undertake to notify registered prospective bidders via notification published  
22 on [TM3](#).  
23

24 A postponement of the bid date will be announced via TM3 not later than 4:00 p.m.,  
25 prevailing Eastern Time, on the last business day prior to any announced date for receipt of bids,  
26 and an alternative sale date and time will be announced via TM3 at that time or at a later date.  
27

28 On any such alternative date and time for receipt of bids, the City will accept electronic  
29 bids for the purchase of the Bonds, such bids to conform in all respects to the provisions of this  
30 Notice of Sale, except for the changes in the date and time for receipt of bids and any other  
31 changes announced via TM3.  
32

33 The City reserves the right to change the scheduled delivery date for the Bonds.  
34

#### **Bid Parameters**

35  
36  
37 No bid of less than 100% of par or more than \_\_\_% on an "all-or-none" basis, no oral bid and no  
38 bid for less than all of the Bonds described in this Notice of Sale, will be considered. The Bonds  
39 are expected to be awarded by approximately 4:00 p.m., prevailing Eastern Time, on \_\_\_\_\_  
40 \_\_\_, 2012. All proposals shall remain firm until the time of award.  
41

42 Bidders are requested to name the interest rate or rates in multiples of 1/8 or 1/20 of 1%,  
43 and the highest rate may not exceed the lowest rate by more than \_\_\_% and no interest rate  
44 may exceed \_\_\_%. A zero rate may not be named. No Bond shall bear more than one rate of  
45 interest which rate shall be uniform for the life of the Bond.  
46

1 **Basis of Award**  
2

3 The Mayor of the City will not accept and will reject any bid for less than all of the Bonds.  
4 The City will award all of the Bonds to one bidder. The City reserves the right to reject any and  
5 all bids and to waive any irregularities in any of the bids. The judgment of the City shall be final  
6 and binding upon all bidders with respect to the form and adequacy of any proposal received  
7 and as to its conformity with the terms of this Notice of Sale.  
8

9 The Bonds will be awarded to the bidder naming the lowest true interest cost (TIC) for  
10 the Bonds in any legally acceptable proposal and offering to pay not less than par. The lowest  
11 true interest cost with respect to the Bonds will be determined by doubling the semiannual  
12 interest rate, compounded semiannually, necessary to discount the debt service payments from  
13 the payment dates to the date of the Bonds and to the amount bid.  
14

15 Where the proposals of two or more bidders result in the same lowest true interest cost  
16 for any Bonds, such Bonds may be apportioned between such bidders, but if this shall not be  
17 acceptable, the City shall have the right to award all of such Bonds to one bidder. There will be  
18 no auction. The right is reserved to the City to reject any or all proposals and to waive any  
19 irregularity or informality in any proposal. The City's judgment shall be final and binding upon all  
20 bidders with respect to the form and adequacy of any proposal received and as to its conformity  
21 to the terms of this Notice of Sale. Any award of the Bonds may be made as late as 4:00 p.m.,  
22 prevailing Eastern Time, on the sale date. All bids remain firm until an award is made. Upon  
23 notice of such award, the winning bidder shall advise the City of the initial reoffering prices to  
24 the public of each maturity of the Bonds and the names of the members of the underwriting  
25 groups.  
26

27 **Procedures for Electronic Bidding**  
28

29 ***Bidders to Submit Bids by PARITY***  
30

31 Bids must be submitted electronically via PARITY pursuant to this Notice of Sale until  
32 11:00 a.m., prevailing Eastern time, on the sale date but no bid will be received after the time for  
33 receiving bids specified above. To the extent any instructions or directions set forth in PARITY  
34 conflict with this Notice of Sale, the terms of this Notice of Sale shall control. For further  
35 information about PARITY, potential bidders may contact i-Deal LLC at 1359 Broadway, 2<sup>nd</sup>  
36 Floor, New York, New York 10018, telephone (212) 849-5021.  
37

38 ***Disclaimer***  
39

40 Each prospective electronic bidder shall be solely responsible to submit its bid via  
41 PARITY as described above. Each prospective electronic bidder shall be solely responsible to  
42 make necessary arrangements to access PARITY for the purpose of submitting its bid in a  
43 timely manner and in compliance with the requirements of this Notice of Sale. Neither the City  
44 nor PARITY shall have any duty or obligation to provide or assure access to PARITY to any  
45 prospective bidder, and neither the City nor PARITY shall be responsible for proper operation  
46 of, or have any liability for any delays or interruptions of, or any damages caused by PARITY.  
47 The City is using PARITY as a communication mechanism, and not as the City's agent, to  
48 conduct the electronic bidding for the Bonds. The City is not bound by any advice and  
49 determination of PARITY to the effect that any particular bid complies with the terms of this  
50 Notice of Sale and in particular the "Bid Parameters" set forth herein. All costs and expenses  
51 incurred by prospective bidders in connection with their submission of bids via PARITY are the

1 sole responsibility of the bidders; the City is not responsible, directly or indirectly, for any of such  
2 costs or expenses. If a prospective bidder encounters any difficulty in submitting, modifying, or  
3 withdrawing a bid for the Bonds, such bidder should telephone i-Deal LLC at (212) 849-5021  
4 and notify Davenport & Company LLC by facsimile at (866) 932-6660.  
5

### 6 ***Electronic Bidding Procedures***

7

8 Electronic bids must be submitted for the purchase of the Bonds (all or none) via  
9 PARITY. Bids will be communicated electronically to the City at 11:00 a.m., prevailing Eastern  
10 time, on \_\_\_\_\_, 2012. Prior to that time, a prospective bidder may (1) submit the  
11 proposed terms of its bid via PARITY, (2) modify the proposed terms of its bid, in which event  
12 the proposed terms as last modified will (unless the bid is withdrawn as described herein)  
13 constitute its bid for the Bonds or (3) withdraw its proposed bid. Once the bids are  
14 communicated electronically via PARITY to the City, each bid will constitute an irrevocable offer  
15 to purchase the Bonds on the terms therein provided. For purposes of the electronic bidding  
16 process, the time as maintained on PARITY shall constitute the official time.  
17

### 18 **Good Faith Deposit**

19

20 A good faith deposit in the amount of \$\_\_\_\_\_ is required of the winning  
21 bidder for the Bonds. The winning bidder for the Bonds is required to submit such good faith  
22 deposit payable to the order of the City in the form of a wire transfer in federal funds as  
23 instructed by the City's Financial Advisor, Davenport & Company LLC or a financial surety bond.  
24 The winning bidder shall submit the good faith deposit not more than two hours after verbal  
25 award is made. The winning bidder should provide as quickly as it is available, evidence of wire  
26 transfer by providing the City the federal funds reference number. If the winning bidder fails to  
27 comply with the good faith deposit requirement as described herein, that bidder is nonetheless  
28 obligated to pay to the City the sum of \$\_\_\_\_\_ as liquidated damages due to the failure  
29 of the winning bidder to timely deposit the good faith deposit.  
30

31 A bidder may submit a financial surety bond from an insurance company acceptable to  
32 the City, the claims paying ability of which is rated AAA by Standard & Poor's, a Division of the  
33 McGraw-Hill Companies, Inc., or Aaa by Moody's Investors Service, Inc. and licensed to issue  
34 such a bond in the State of Maryland and such surety bond must be submitted to the Director of  
35 Finance of the City prior to 11:00 a.m., prevailing Eastern Time, on the date of sale. The financial  
36 surety bond must identify each bidder whose good faith deposit is guaranteed by such financial  
37 surety bond. If the Bonds are awarded to a bidder utilizing a financial surety bond, then the  
38 successful bidder is required to submit its good faith deposit to the Director of Finance of the City  
39 not later than 12:00 noon, prevailing Eastern Time, on the next business day following the award  
40 either in the form of a wire transfer as described above in accordance with the City's instructions  
41 to such successful bidder. If such good faith deposit is not received by that time, the financial  
42 surety bond may be drawn by the City to satisfy the good faith deposit requirement.  
43

### 44 ***Submission of a bid to purchase the Bonds serves as acknowledgement and acceptance*** 45 ***of the terms of the good faith deposit requirement.***

46

47 The good faith deposit will be retained by the City until the delivery of the Bonds, at which  
48 time the good faith deposit will be applied against the purchase price of the Bonds or the good  
49 faith deposit will be retained by the City as partial liquidated damages in the event of the failure of  
50 the successful bidder to take up and pay for such Bonds in compliance with the terms of this  
51 Notice of Sale and of its bid. No interest on the good faith deposit will be paid by the City. The

1 balance of the purchase price must be wired in federal funds to the account detailed in the  
2 closing memorandum, simultaneously with delivery of the Bonds.

3  
4 **Approving Legal Opinion**

5  
6 The approving legal opinion of McKennon Shelton & Henn LLP, Baltimore, Maryland,  
7 Bond Counsel, will be furnished to the purchasers without cost. There will also be furnished the  
8 usual closing papers and, in addition, a certificate signed by appropriate officers of the City,  
9 certifying that there is no litigation pending or, to the knowledge of the signers of such  
10 certificate, threatened affecting the validity of the Bonds and that on the date of the Official  
11 Statement mentioned below and at the time of delivery of the Bonds the statements and  
12 information contained in such Official Statement which are made and provided by the City are  
13 and will be true, correct and complete in all material respects and the Official Statement does  
14 not and will not omit any statement or information which is required to be stated therein or  
15 necessary to make the statements and information therein, in the light of the circumstances  
16 under which they were made, not misleading or incomplete in any material respect.

17  
18 **Preliminary Official Statement; Continuing Disclosure**

19  
20 The City has deemed the Preliminary Official Statement with respect to the Bonds dated  
21 \_\_\_\_\_ (the "Preliminary Official Statement") to be final as of its date for purposes of  
22 Rule 15c2-12 of the United States Securities and Exchange Commission (the "SEC"), except for  
23 the omission of certain information permitted to be omitted by said Rule. The City agrees to  
24 deliver to the successful bidder for its receipt no later than seven business days after the date of  
25 sale of the Bonds such quantities of the final official statement as the successful bidder shall  
26 request; provided, that the City shall deliver up to 300 copies of such official statement without  
27 charge to the successful bidder.

28  
29 The City has made certain covenants for the benefit of the holders from time to time of  
30 the Bonds to provide certain continuing disclosure, in order to assist bidders for the Bonds in  
31 complying with Rule 15c2-12(b)(5) of the SEC. Such covenants are described in the  
32 Preliminary Official Statement.

33  
34 **Delivery**

35  
36 The Bonds will be delivered on or about \_\_\_\_\_, 2012 (unless a notice of a change  
37 in the delivery date is provided) through the facilities of DTC in New York, New York, against  
38 payment therefor in federal or other immediately available funds.

39 **Reoffering Price Certificate**

40 SIMULTANEOUSLY WITH OR BEFORE DELIVERY OF THE BONDS, THE  
41 SUCCESSFUL BIDDER SHALL FURNISH TO THE CITY A CERTIFICATE ACCEPTABLE TO  
42 BOND COUNSEL TO THE EFFECT THAT (I) THE SUCCESSFUL BIDDER HAS MADE A  
43 BONA FIDE PUBLIC OFFERING OF EACH MATURITY OF THE BONDS AT THE INITIAL  
44 REOFFERING PRICES, (II) AS OF THE DATE OF THE SALE OF THE BONDS, THE  
45 SUCCESSFUL BIDDER REASONABLY EXPECTED TO SELL A SUBSTANTIAL AMOUNT OF  
46 EACH MATURITY OF THE BONDS TO THE PUBLIC (EXCLUDING BOND HOUSES,  
47 BROKERS AND OTHER INTERMEDIARIES) AT THEIR RESPECTIVE REOFFERING  
48 PRICES, AND (III) A SUBSTANTIAL AMOUNT OF EACH MATURITY OF THE BONDS WAS  
49 SOLD TO THE PUBLIC (EXCLUDING BOND HOUSES, BROKERS AND OTHER

1 INTERMEDIARIES) AT THEIR RESPECTIVE INITIAL REOFFERING PRICES OR SUCH  
2 OTHER FACTS REGARDING THE ACTUAL SALE OF THE BONDS AS BOND COUNSEL  
3 SHALL REQUEST, AS DESCRIBED BELOW. Bond Counsel advises that (i) such certificate  
4 must be made on the best knowledge, information and belief of the successful bidder, (ii) the  
5 sale to the public of 10% or more in par amount of each maturity of the Bonds at the initial  
6 reoffering prices would be sufficient to certify as of the sale of a substantial amount of the bonds  
7 and (iii) reliance on other facts as a basis for such certification would require evaluation by Bond  
8 Counsel to assure compliance with the statutory requirement to avoid the establishment of an  
9 artificial price for the Bonds.

10  
11 **Miscellaneous**

12  
13 It is expected that CUSIP numbers will be printed on the Bonds. However, the validity,  
14 sale, delivery or acceptance of the Bonds will not be affected in any manner by any failure to  
15 print, or any error in printing, the CUSIP numbers on said Bonds, or any of them.

16  
17 The right to reject any or all bids, or to waive any irregularity or informality in any bid, is  
18 reserved.

19  
20  
21  
22 CITY OF ANNAPOLIS, MARYLAND

23  
24  
25 By: /s/ \_\_\_\_\_  
26 Mayor

27  
28 By: /s/ \_\_\_\_\_  
29 Director of Finance  
30  
31

1  
2 SECTION 9. If any Bonds are sold pursuant to the foregoing Notice of Sale, the award  
3 shall be made by order of the Mayor. Such action of the Mayor shall also fix the interest rate or  
4 rates payable on the Bonds in accordance with the accepted proposal. The Mayor shall also be  
5 authorized to make all changes necessary to the form of the Bond to comply with a book-entry  
6 only system. The Bonds shall thereupon be signed as hereinabove provided and delivered to  
7 the successful bidder upon payment of the balance of the purchase price thereof. The proceeds  
8 of the Bonds shall be paid to the Finance Director. Upon approval of the appropriate vouchers,  
9 in accordance with the established procedure of the City, the Finance Director shall pay, from  
10 the proceeds of the Bonds in his hands, all expenses incurred in the issuance of the Bonds,  
11 including costs of advertising, printing, document reproduction and counsel fees and expenses.  
12 The balance of said proceeds shall be credited by the Finance Director to the several accounts  
13 on his books for the Projects described above and the Finance Director shall make  
14 disbursements for such Projects in accordance with the established procedure of Annapolis.  
15 Prior to expenditure of such proceeds, the same or any part thereof shall be invested by the  
16 Finance Director, with the approval of the Mayor, in any authorized investment of the City. If the  
17 funds derived from the sale of the Bonds shall exceed the amount needed to finance the Project  
18 described in this Ordinance, or if the City Council determines that the public interest requires a  
19 change in the capital improvements program of Annapolis, the funds so borrowed and not  
20 expended for the public improvements provided by this Ordinance shall be set apart in a  
21 separate fund by the Finance Director and applied in payment of the debt service on the Bonds,  
22 unless the City Council shall adopt an ordinance allocating such funds to some other public  
23 capital improvement project or projects of Annapolis.

24 SECTION 10. The City is hereby authorized to borrow money and incur indebtedness  
25 authorized to be borrowed and incurred hereinunder in the form of Bonds by obtaining a loan (a  
26 "Water Quality Loan") from the Maryland Water Quality Financing Administration (the "Water  
27 Quality Administration") pursuant to and in accordance with Sections 9-1601 to 9-1622,  
28 inclusive, of the Environment Article of the Annotated Code of Maryland (2007 Replacement  
29 Volume and 2012 Supplement) (the "Water Quality Act"). Any such Water Quality Loan shall be  
30 evidenced by a loan agreement (a "Water Quality Loan Agreement") between the City and the  
31 Water Quality Administration and a bond or note issued by the City (the Water Quality Loan  
32 Agreement and such bond or note being referred to herein as a "Water Quality Obligation").

33 It is acknowledged that the proceeds of any Water Quality Loan will be used for the  
34 public purposes of funding the costs of the Project and any related costs, including costs of the

1 Water Quality Administration and the funding of reserves, to the extent permitted by the Water  
2 Quality Act.

3 Subject to and in accordance with the provisions of this Ordinance, the Mayor shall  
4 determine by order, for each and every Water Quality Obligation, all matters relating thereto,  
5 including (without limitation) the purposes for which such Water Quality Obligation is issued, the  
6 prepayment provisions, if any, thereof, the manner of authentication of such Water Quality  
7 Obligation, if any, the date from which interest on such Water Quality Obligation shall accrue,  
8 the rate or rates of interest borne by such Water Quality Obligation or the method of determining  
9 the same, the interest payment and maturity dates thereof and the provisions for the registration  
10 of Water Quality Obligations.

11 The Mayor is hereby authorized to determine the form of Water Quality Obligations and  
12 the execution and delivery thereof shall be conclusive evidence of the approval of the form of  
13 such Water Quality Obligations on behalf of the City. Water Quality Obligations shall be  
14 executed by the Mayor by manual or facsimile signature, and a facsimile of the corporate seal of  
15 Annapolis shall also be imprinted thereon, attested by the manual or facsimile signature of the  
16 City Clerk of Annapolis, all in accordance with and pursuant to the authority of the Maryland  
17 Uniform Facsimile Signature of Public Officials Act, being Sections 2-301 through 2-306 of the  
18 State Finance and Procurement Article of the Annotated Code of Maryland

19 Water Quality Obligations may be sold for a price at or above par, plus accrued interest  
20 to the date of delivery through a private (negotiated) sale, without solicitation of competitive bids  
21 and such sale is hereby determined to be in the best interests of the City.

22 Notwithstanding any other provision in this Ordinance, Water Quality Obligations shall  
23 mature not later than the earlier of 30 years after the date of their execution and delivery or the  
24 maximum maturity permitted under the Water Quality Act.

25 Any Water Quality Obligation shall be secured as provided in Section 11 of this  
26 Ordinance.

27 SECTION 11. In order to provide for the payment of the principal of and interest on the  
28 Bonds hereby authorized when due, there shall be appropriated in the next ensuing fiscal year  
29 of Annapolis and in each fiscal year thereafter, so long as any of the Bonds are outstanding and  
30 unpaid, or until sufficient funds had been accumulated and irrevocably set aside for the purpose,  
31 an amount sufficient to meet the debt service on the Bonds coming due in such fiscal year and  
32 there shall be levied ad valorem taxes upon all property within the corporate limits of the City  
33 subject to assessment for full City taxes, in rate and amount sufficient in each such year to fund  
34 such appropriations and to provide for the payment when due of the principal of and interest on

1 all Bonds maturing in each such fiscal year. In the event the proceeds from the taxes so levied  
2 in each such fiscal year shall prove inadequate for the above purposes, additional taxes shall be  
3 levied in the subsequent fiscal year to make up any deficiency. Thereafter, prior to each interest  
4 payment date, the Finance Director shall deposit with the Paying Agent, from the tax proceeds  
5 above described, the amounts needed to pay the principal of and interest on the Bonds coming  
6 due on each such interest payment date. All moneys so deposited with the Paying Agent shall  
7 be deemed and treated by the Paying Agent as trust funds for the use and benefit of the holders  
8 from time to time of the Bonds hereby authorized. Any such trust funds so held by the Paying  
9 Agent for the payment of particular Bonds for periods of more than two years from the dates of  
10 such Bonds, upon the expiration of any such two-year period and the failure of the holders of  
11 said Bonds to present the same for payment within such period, shall be returned by the Paying  
12 Agent to the City and, therefor, the holders of any such Bonds shall have claims only against the  
13 City for payment of the obligations held by them and the Paying Agent shall be relieved of the  
14 trust hereby imposed.

15 To assure the performance by the City of the provisions of this Section, the full faith and  
16 credit and unlimited taxing power of the City are hereby irrevocably pledged to the payment to  
17 maturity of the principal of and interest on the Bonds hereby authorized as and when the same  
18 respectively mature and become payable and to the levy and collection of the taxes  
19 hereinabove described as and when such taxes may become necessary in order to provide  
20 sufficient funds to meet the debt service requirements of the Bonds hereby authorized to be  
21 issued. This pledge is made hereby for the benefit of the holders, from time to time, of the  
22 Bonds hereby authorized.

23 The City hereby solemnly covenants and agrees with each holder of any of the Bonds  
24 hereby authorized to levy and collect the taxes hereinabove described and to take any other  
25 action that may be appropriate from time to time during the period that any of such Bonds  
26 remain outstanding and unpaid to provide the funds necessary to make principal and interest  
27 payments thereon when due.

28 The City may apply any funds received by it to the payment of principal of and interest  
29 on the Bonds if such funds are provided for the purpose of obtaining, operating or maintaining  
30 water treatment facilities, and to the extent that any such funds received or receivable in any  
31 fiscal year are applied to such purposes as provided herein, the taxes hereby required to be  
32 levied shall be reduced proportionately.

1           SECTION 12. This Ordinance and the question of the issuance of Bonds hereunder  
2 shall not be submitted to a referendum of the registered voters of Annapolis, as permitted by  
3 law, unless, within ten days after the passage of this Ordinance, there shall be served upon the  
4 Mayor a notice signed by not fewer than 200 of the registered voters of Annapolis, advising that  
5 a petition for a referendum on the issuance of said bonds is being circulated by one or more of  
6 the persons signing said notice and unless, within 20 days after the delivery of such notice,  
7 there shall also be filed with the Mayor a petition or petitions requesting the holding of such a  
8 referendum, properly signed as required by the Charter, by not fewer than 25% of the registered  
9 voters of Annapolis, as shown by the registered voters books of Annapolis, maintained by the  
10 Board of Supervisors of Elections of the City (the "Board of Supervisors"). In view of the  
11 foregoing, no action shall be taken by Annapolis pursuant to this Ordinance for a period of ten  
12 days following its passage. If, within such ten day period, the notice above described is filed as  
13 aforesaid, then no action shall be taken by Annapolis pursuant to this Ordinance for a period of  
14 20 days following the filing of such notice. If, within such 20 day period, a petition for  
15 referendum, as above-described, shall be filed as aforesaid, then no action shall be taken by  
16 Annapolis under this Ordinance unless and until the Mayor shall receive written advice from the  
17 City Attorney and the Board of Supervisors that such referendum petition does not meet the  
18 requirements of the Charter or unless and until the referendum requested in such petition shall  
19 be duly held in accordance with law and the Board of Supervisors shall certify to Annapolis that,  
20 in the election at which such referendum is held, a majority of the registered voters of Annapolis  
21 voting on the question referred duly cast their ballots in favor of the issuance of the Bonds  
22 hereby authorized. If this Ordinance shall be ratified or approved on any such referendum, then  
23 the Mayor and City Clerk may proceed with the issuance of the Bonds hereby authorized,  
24 without further action by Annapolis.

25           SECTION 13. That CUSIP numbers may be printed on the Bonds; provided, however,  
26 that the printing of CUSIP numbers on the Bonds (even if incorrect) shall have no legal effect  
27 and shall not in any way affect the enforceability or validity of any Bond. Any expenses in  
28 relation to the printing of CUSIP numbers on the Bonds, including any CUSIP Service Bureau  
29 charge for the assignment of such numbers, in the discretion of the Finance Director, may be  
30 paid for by the City from the proceeds of the Bonds.

31           SECTION 14. In addition to the insertions and variations prescribed by this Ordinance,  
32 the Mayor is hereby authorized to make such further modifications in such forms. In connection  
33 with the issuance of any Bonds pursuant to this Ordinance, the City is hereby authorized to  
34 enter into one or more agreements as the Mayor shall deem necessary or appropriate for the

1 issuance, sale, delivery or security of such Bonds, which may include (without limitation) (i)  
2 underwriting, purchase or placement agreements for Bonds sold at private (negotiated) sale in  
3 accordance with the provisions of this Ordinance; (ii) trust agreements with commercial banks or  
4 trust companies providing for the issuance and security of such Bonds; (iii) any dealer,  
5 remarketing or similar agreements providing for the placement or remarketing of such Bonds;  
6 (iv) agreements providing for any credit or liquidity facilities supporting any Bonds; (v)  
7 agreements with commercial banks or trust companies providing for the deposit of proceeds of  
8 any Bonds; (vi) agreements with fiscal agents providing for the issuance of Bonds and their  
9 authentication and registration; and (vii) continuing disclosure agreements, including any such  
10 agreements required to enable the underwriters of any Bonds to meet the requirements of  
11 paragraph (b)(5) of Rule 15c2-12 promulgated by the United States Securities and Exchange  
12 Commission. Each such agreement shall be in such form as shall be determined by the Mayor  
13 by executive order. The execution and delivery of each such agreement by the Mayor shall be  
14 conclusive evidence of the approval of the form of such agreement on behalf of the City.

15 SECTION 15. The Mayor and the Finance Director shall be the officers of the City  
16 responsible for the issuance of the Bonds within the meaning of the “Arbitrage Regulations”  
17 (defined herein).

18 The Mayor and the Finance Director shall also be the officers of the City responsible for  
19 the execution and delivery (on the date of issuance of the Bonds) of a certificate of the City (the  
20 “Tax and Section 148 Certificate”) which complies with the requirements of Section 148 of the  
21 Internal Revenue Code of 1986, as amended (“Section 148”), and the applicable regulations  
22 thereunder (the “Arbitrage Regulations”), and such officials are hereby authorized and directed  
23 to execute the Tax and Section 148 Certificate and to deliver the same to Bond Counsel on the  
24 date of the issuance of the Bonds.

25 The City shall set forth in the Tax and Section 148 Certificate its reasonable  
26 expectations as to relevant facts, estimates and circumstances relating to the use of the  
27 proceeds of the Bonds, or of any moneys, securities or other obligations to the credit of any  
28 account of the City which may be deemed to be proceeds of the Bonds pursuant to Section 148  
29 or the Arbitrage Regulations (collectively, “Bond Proceeds”). The City covenants with each of  
30 the holders of any of the Bonds that the facts, estimates and circumstances set forth in the Tax  
31 and Section 148 Certificate will be based on the City’s reasonable expectations on the date of  
32 issuance of the Bonds and will be, to the best of the certifying officials’ knowledge, true and  
33 correct as of that date.

1           In the event that Bonds are issued pursuant to this Ordinance with the expectation that  
2 interest on such Bonds will be excludable from gross income for federal income tax purposes,  
3 the City covenants with each of the registered owners of any of the Bonds that it will not make,  
4 or (to the extent that it exercises control or direction) permit to be made, any use of the Bond  
5 Proceeds which would cause the Bonds to be “arbitrage bonds” within the meaning of Section  
6 148 and the Arbitrage Regulations. The City further solemnly covenants that it will comply with  
7 Section 148 and the regulations thereunder which are applicable to the Bonds on the date of  
8 issuance of the Bonds and which may subsequently lawfully be made applicable to the Bonds  
9 as long as the Bonds remain outstanding and unpaid. The Mayor, the City Manager, and the  
10 Finance Director are hereby authorized and directed to prepare or cause to be prepared and to  
11 execute any certification, opinion or other document, including, without limitation, the Tax and  
12 Section 148 Certificate, which may be required to assure that the Bonds will not be deemed to  
13 be “arbitrage bonds” within the meaning of Section 148 and the regulations thereunder.

14           The City further covenants with each of the registered owners of any of the Bonds (i) that  
15 it will not take any action or (to the extent that it exercises control or direction) permit any action  
16 to be taken that would cause the Bonds or a portion of the Bonds to be “federally guaranteed”  
17 within the meaning of Section 149(b) of the Internal Revenue Code of 1986, as amended, and  
18 (ii) that it will not make, or (to the extent that it exercises control or direction) permit to be made,  
19 any use of the proceeds of the Bonds or a portion of such proceeds that would cause the Bonds  
20 or a portion of the Bonds to be “private activity bonds” within the meaning of Section 141 of the  
21 Internal Revenue Code of 1986, as amended.

22           In the event that the Bonds are being issued hereunder with the expectation that interest  
23 on such Bonds will be excludable from gross income for federal income tax purposes, the Mayor  
24 may make such covenants or agreements in connection with the issuance of such Bonds as he  
25 shall deem advisable in order to assure the registered owners of such Bonds that interest  
26 thereon shall be and remain excludable from gross income for federal income tax purposes and  
27 such covenants or agreements shall be binding on the City so long as the observance by the  
28 City of any such covenants or agreements is necessary in connection with the maintenance of  
29 the exclusion of the interest on such Bonds from gross income for federal income tax purposes.  
30 The foregoing covenants or agreements may include such covenants or agreements on behalf  
31 of the City regarding compliance with the provisions of the Internal Revenue Code of 1986, as  
32 amended, as the Mayor shall deem advisable in order to assure the registered owners of the  
33 Bonds that the interest thereon is and shall remain excludable from gross income for federal  
34 income tax purposes, including (without limitation) covenants or agreements relating to the

1 investment of Bond Proceeds, the payment of certain earnings resulting from such investment  
2 to the United States, limitations on the times within which, and the purposes for which, Bond  
3 Proceeds may be expended, or the use of specified procedures for accounting for and  
4 segregating Bond Proceeds. Any covenant or agreement made by the Mayor pursuant to this  
5 paragraph may be set forth in or authorized by the Tax and Section 148 Certificate or an order  
6 executed by the Mayor.

7 SECTION 16. This Ordinance shall take effect from the date of its approval by the  
8 Mayor, on or following the date of its final adoption and, thereafter, within not more than three  
9 calendar days of such approval, notice of the adoption of this Ordinance shall be duly given by  
10 publication of the title hereof at least once in "The Capital," or another newspaper published and  
11 of general circulation in the City.

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

ATTEST:

THE ANNAPOLIS CITY COUNCIL

BY \_\_\_\_\_

Regina C. Watkins-Eldridge, MMC, City Clerk

Joshua J. Cohen, Mayor

**EXPLANATION**

CAPITAL LETTERS indicate matter added to existing law.

[brackets] indicate matter stricken from existing law.

Underlining indicates amendments.

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**CITY COUNCIL OF THE  
City of Annapolis**

**Resolution No. R-47-12**

**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
10/22/2012	11/05/2012 To be considered jointly with O-39-12.		01/13/2013
Referred to	Referral Date	Meeting Date	Action Taken
Finance Committee	10/22/12	11/15/12	
Financial Advisory Commission	10/22/12		

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**A RESOLUTION** concerning

**A Revision to the Capital Improvement  
Budget and Program: FY 2013 to FY 2018**

**FOR** the purposes of revising the capital improvement budget for the Fiscal Year 2013, and the capital improvement program (Water Treatment Plant) for the six-year period from July 1, 2012, to June 30, 2018.

**WHEREAS,** Section 6.16.030 of the Code of the City of Annapolis requires the Annapolis City Council to approve the capital improvement program and budget for each fiscal year on a six-year basis; and

**WHEREAS,** on April 30, 2012, the Annapolis City Council held a public hearing on the budget for the City of Annapolis for the Fiscal Year 2013; and

**WHEREAS,** the capital improvement budget for the Fiscal Year 2013 and the capital improvement program for the six-year period from July 1, 2012 to June 30, 2018 was prepared and proposed by the Mayor and submitted to the Annapolis City Council for its consideration and approval; and

**WHEREAS,** on June 4, 2012, the Annapolis City Council considered and approved the capital improvement budget for the Fiscal Year 2013 and the capital improvement program for the six-year period from July 1, 2012, to June 30, 2018;

**WHEREAS,** on November 5, 2012, the Annapolis City Council shall hold a public hearing on a proposed revision to the capital improvement for the City of Annapolis for the Fiscal Year 2013 and the capital improvement program (Water Treatment Plant) for the six-year period from July 1, 2012 to June 30, 2018 budget, which is attached to this resolution.

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**NOW, THEREFORE, BE IT RESOLVED BY THE ANNAPOLIS CITY COUNCIL** that pursuant to the provisions of Section 6.16.030 of the Code of the City of Annapolis, it hereby adopts the revision to the capital improvement budget for the Fiscal Year 2013, and the Capital Improvement Program for the City of Annapolis for the six year period from July 1, 2012, to June 30, 2018, a copy of which is attached to this Resolution and is made part hereof.

**AND, BE IT FURTHER RESOLVED BY THE ANNAPOLIS CITY COUNCIL** that the Budget for the Capital Improvement Program for the Fiscal Year 2013, which is attached to this Resolution and made a part hereof, be and the same is hereby adopted and approved.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

ATTEST:

THE ANNAPOLIS CITY COUNCIL

BY

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

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

**EXPLANATION:**  
CAPITAL LETTERS indicate matter added to existing law.  
[Brackets] indicate matter deleted from existing law.  
Underline indicates amendments.

PROPOSED CIP AMENDMENT (October 2012)

Capital Improvement Program

FY2013-FY2018

Project Detail

<b>Project Title</b> Water Treatment Plant	<b>Project Number: T4/MUNIS</b> 724 / 71001	<b>Initiating Department</b> Public Works
<b>Asset Category</b> Water Infrastructure	<b>Asset Number</b>	<b>Priority Score</b> 74
<b>Project Description</b> The Water Treatment Plant is at the end of its useful life and in need of replacement. It has significant operational and structural constraints. The existing facility has regulatory and safety issues. Hydraulic issues limit the production capacity of the plant to below its design capacity. A Facility Plan Report (2009) showed that operational and structural constraints result in less than efficient and economical production of drinking water. Replacement parts for most of the mechanical equipment are difficult to find; some parts are no longer being made. The results of the life-cycle cost and qualitative analyses in the report showed that a new water treatment plant was the better alternative, as compared to major upgrades. The possibility of a partnership with Anne Arundel County and the ultimate location of new water treatment facilities is under consideration, but regardless of the outcome, new water treatment capacity for the City is necessary.		
<b>Regulatory or Legal Mandates</b>		
<b>Prior Funding</b> FY12: \$277,000 budgeted FY11: \$503,000 budgeted		<b>Operational Necessity</b> The water treatment plant is the only source of water for the City and therefore, a critical operation.
<b>FY13 Budget commitment allows project stage:</b> Planning/Design/Construction		<b>Non-City sources of funding</b> The City has been approved for a low-interest loan and grant from MD Department of the Environment (MDE) for federal Fiscal Year 2013 (funds available November 2012).
		<b>Project Years</b> FY11-FY15
		<b>Total Project Budget</b> 50,747,000 35,780,000

Appropriation Schedule	FY12 Budget	FY13 Budget	5-Year Capital Plan					FY12 + FY13- FY18 Total
	Proposed Revision	Proposed Revision	Proposed FY14	Proposed FY15	Proposed FY16	Proposed FY17	Proposed FY18	
Construction Related (D/B Owner's Rep.)	126,000	1,374,000						1,500,000
Consultant Fees (PM)	60,000	190,000						250,000
Financing, Accounting & Legal Fees	91,000							91,000
Misc. Fees (City Admin.)		160,000						160,000
Construction Costs (D/B)		32,000,000						32,000,000
Contingencies		1,276,000						1,276,000
<b>Total</b>	<b>277,000</b>	<b>35,000,000</b>						<b>35,277,000</b>

Funding Schedule	Adopted (no revision)	Proposed Revision						
Bond Funds	277,000	5,000,000						5,277,000
Operating Funds - Water Fund								0
MDE Loan		28,500,000						28,500,000
MDE Grant		1,500,000						1,500,000
<b>Total</b>	<b>277,000</b>	<b>35,000,000</b>						<b>35,277,000</b>

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

2  
3 **ORDINANCE NO. O-40-12**

4  
5 **Introduced by Mayor Cohen**

LEGISLATIVE HISTORY			
First Reading	Public Hearing	Fiscal Impact Note	90 Day Rule
10/22/12	11/05/12012		01/13/13
Referred to	Referral Date	Meeting Date	Action Taken
Economic Matters	10/22/12		

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10 **AN ORDINANCE** concerning

11  
12 **An Amendment to Lease of City Property: Boat Shows in Fall 2013**

13  
14 **FOR** the purpose of authorizing an amendment to a lease of certain municipal property  
15 to the United States Sailboat Shows, Inc. and United States Powerboat Shows,  
16 Inc., to conduct boat shows for a certain period of time, including time in October  
17 2013, subject to certain terms, provisions and conditions; and all matters relating  
18 to the amendment of the lease.

19  
20 \* \* \* \* \*

21  
22 **WHEREAS,** pursuant to Ordinance O-35-08 of the Annapolis City Council, and a lease  
23 agreement dated January 21, 2009, the City of Annapolis has leased to  
24 the United States Sailboat Shows, Inc., and United States Powerboat  
25 Shows, Inc., certain municipal property to conduct boat shows during the  
26 period October 7, 2013 through October 22, 2013, inclusive; and

27  
28 **WHEREAS,** the Lessee has requested that the City of Annapolis amend the lease to  
29 change the dates October 7, 2013 through October 22, 2013 to  
30 September 30, 2013 through October 15, 2013;

31  
32 **WHEREAS,** except as specifically amended above, all other provisions of the January  
33 21, 2009 lease are to remain in full force and effect;

34  
35 **WHEREAS,** the Annapolis City Council believes that these proposed boat shows  
36 benefit the City of Annapolis; and

37  
38 **WHEREAS,** Article III, Section 8 of the Charter of the City of Annapolis requires the  
39 passage of an ordinance to authorize a lease;

1  
2 **WHEREAS**, an amended lease setting forth terms has been prepared and is  
3 considered satisfactory; and  
4

5 **NOW THEREFORE:**  
6

7 **SECTION I: BE IT ESTABLISHED AND ORDAINED BY THE ANNAPOLIS**  
8 **CITY COUNCIL** that the amended lease, a copy of which is attached hereto, between  
9 the City of Annapolis and United States Sailboat Shows, Inc., and United States  
10 Powerboat Shows, Inc., amending the January 21, 2009 lease between the City of  
11 Annapolis and United States Sailboat Shows, Inc., and United States Powerboat  
12 Shows, Inc., a copy of which is attached hereto, deleting "2013 - October 7 through  
13 October 22, inclusive, and replacing this with 2013 - September 30 through October 15,  
14 inclusive with all other provisions of the January 21, 2009 lease remaining in full force  
15 and effect, is hereby approved and the Mayor is hereby authorized to execute the  
16 amended lease on behalf of the City of Annapolis.  
17

18 **SECTION II: AND BE IT FURTHER ESTABLISHED AND ORDAINED BY THE**  
19 **ANNAPOLIS CITY COUNCIL** that it is expressly found by the Annapolis City Council  
20 that the property which is the subject of the amended lease will better serve the public  
21 need for which the property was acquired by stimulating local interest in the boating  
22 industry, by encouraging visitors and residents of the City to visit the harbor and dock  
23 area, by generating tax revenues and rental income to the City of Annapolis, and by  
24 otherwise providing economic benefits to the City of Annapolis.  
25

26 **SECTION III: AND BE IT FURTHER ESTABLISHED AND ORDAINED BY THE**  
27 **ANNAPOLIS CITY COUNCIL** that this Ordinance shall take effect from the date of its  
28 passage.  
29

30  
31 **ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

32  
33 **ATTEST:**  
34  
35

**THE ANNAPOLIS CITY COUNCIL**

36  
37 \_\_\_\_\_  
38 Regina C. Watkins-Eldridge, CMC  
39 City Clerk

**BY:** \_\_\_\_\_  
Joshua J. Cohen, MAYOR

**LEASE AGREEMENT**

Authorized by O-35-08

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between **THE CITY OF ANNAPOLIS**, a municipal corporation (hereinafter called "Lessor") on the one hand and the **UNITED STATES SAILBOAT SHOWS, INC.** and **UNITED STATES POWERBOAT SHOWS, INC.** (hereinafter jointly and severally called "Lessee").

**Article I**

**Section 1.1. Premises and Term:** Lessor hereby leases to Lessee, for the purpose of holding two boat shows, that property and water hereinafter called the "premises" described and shown on Exhibit A, (the sidewalk on Dock Street between Craig Street and the bulkhead at the Department of Natural Resources is not within the "premises" and is to be left open for public access), which is attached hereto and made a part hereof, for the periods of time hereinafter designated, subject to the provisions and terms of this agreement:

2013 – October 7 through October 22, inclusive

2014 – October 6 through October 21, inclusive

**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) is reduced pursuant to this paragraph by five percent (5%) or more of the total area, Lessee shall be entitled to 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 pro rata reduction or to terminate the Lease. If Base Rent is determined using Ticket Sales Base Rent, then the reduction hereunder shall be calculated by reducing the fifty percent (50%) multiplier under Section 1.3(a) to reflect the area reduction (e.g. If the premises is reduced ten percent (10%) then Base Rent will equal: [50% x 90%] x gross ticket receipts). If the Base Rent is determined using Minimum Base Rent, then the reduction hereunder shall be determined using Minimum Base Rent, then the reduction hereunder 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 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 deducting admission taxes) from the sale by Lessee of tickets for admission to the shows for that year (hereinafter "Ticket Sales Base Rent") or, (ii) Three Hundred Seventy-Five Thousand Nine Hundred Fifty Dollars (\$375,950.00) (hereinafter "Minimum Base

1 Rent"); plus (B) if the Edgewood Road property is used, Two Thousand Sixty  
2 Dollars (\$2,060.00) each year used (hereinafter "Edgewood Road Rent"), Lessee  
3 shall pay Lessor the Minimum Base Rent, in full, within thirty (30) days of the  
4 close of the show. Any further monies over the Minimum Base Rent due to  
5 Lessor as a result of ticket sales shall be paid by Lessee to Lessor  
6 simultaneously with the payment of the State admissions tax. Proof of gross  
7 receipts form ticket sales shall be supplied at that time to the City of Annapolis  
8 Director of Finance in a form satisfactory to the said Director. In addition to the  
9 Base rent, Lessee shall pay Lessor, Additional Rent equal to Twenty-Five  
10 Thousand Seven Hundred Fifty Dollars (\$25,750.00) toward the costs incurred by  
11 the City in providing electricity, water, inspections and public safety services to  
12 the Boat Shows and in providing increased public services during the Shows.  
13 Lessee shall pay Lessor the Additional Rent and (if applicable) Edgewood Road  
14 rent, in full, at the time Lessee pays the Minimum Base Rent.

15  
16 **Article II**

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

21 **Section 2.2. Other Boat Shows:** Lessor covenants that it will not lease  
22 the premises for the purpose of holding boat shows on the premises from June 1  
23 through November 30 in each of the years of 2013 and 2014. Lessee may, within  
24 its sole discretion, provide written authority to waive these restrictions. These  
25 restrictions shall be deemed to be waived by Lessee automatically as to either  
26 boat show (power or sail) reduced to less than one 10-hour day under Section  
27 2.1.

28 **Section 2.3. Adjustment to Rent:** The Minimum Base Rent and  
29 Additional Rent shall be increased or reduced proportionately, if Lessee  
30 exercises its rights to extend or shorten the number of days pursuant to Section  
31 2.1. Notice of any such extension or shortening shall be given by Lessee in  
32 writing to Lessor by June 1 of the year in which the affected show is to be held.  
33 All of the other provisions of the lease shall remain in full force and effect.

34  
35 **Article III**

36 **Section 3.1. Facilities and Services:** Lessee shall have the use of the  
37 following facilities and services without additional charge:

38 All that area indicated on Exhibit A (except as the area may be revised pursuant  
39 to Paragraph 1.2 hereof), which is attached hereto and made a part hereof,  
40 including Lessor's right and interest in the so-called "Fawcett's Lot", and all  
41 related facilities including ingress and egress, existing and normal street and  
42 harbor lighting, existing and normal electricity, water supply for said area, and  
43 normal police and fire protection.

1           **Section 3.2. Police Services:** Lessor agrees to provide police services  
2 related to traffic control outside the show, security for Boat Show office within the  
3 show and liaison with Lessee's security guards inside the show without further  
4 charge.

5           **Section 3.3. Fire Services:** Lessor agrees to provide fire protection as  
6 required without further charge. Following the erection of all booths and other  
7 show structures as described under Section 7.1 hereof but before the show  
8 opens, the parties shall meet at the premises to assure compliance with Fire  
9 Department regulations and accessibility of fire lanes and turning radius. No  
10 open flame devices or running of watercraft propulsion engines shall be  
11 permitted on the demised premises during the open hours of the shows.

12           **Section 3.4. Utilities:** Lessor shall provide water and electricity without  
13 further charge. Lessee at its own expense shall install all temporary electrical  
14 equipment, lines and devices required to provide power to the premises in  
15 compliance with National Electric Code. Lessee shall be responsible for refuse  
16 removal as provided under Section 8.1 hereof.

17           **Section 3.5. Parking and Transportation:** The Lessee shall coordinate  
18 all plans for the provision of any intra-city mode of transportation during the  
19 course of the boat shows with the City of Annapolis Department of  
20 Transportation. Lessee shall furnish to Lessor a transportation plan including a  
21 parking element.

22           **Section 3.6. Pre-Show Meetings and Inspection:** Prior to the opening of  
23 each show, representatives of the Department of Neighborhood and  
24 Environmental Programs, Annapolis Police Department, Annapolis Fire  
25 Department, Harbormaster, and Annapolis Department of Public Works shall  
26 inspect the premises and nearby areas with Lessee's representative to determine  
27 compliance with City requirements and for determination of the condition of City  
28 property to be leased. Written approval by representatives of all these  
29 departments is required before Lessee may open the show. The opening of the  
30 show shall not be delayed by any department whose representative is not  
31 present for said inspection. Lessor shall not refuse permission to open the show  
32 or any part of the show under this paragraph unless a threat to health or safety  
33 has been identified. Lessor shall make every effort to limit that part of the show  
34 not opened in the event of such threat and to allow Lessee to open the closed  
35 portion of the show as soon as the threat is abated to Lessor's satisfaction. All  
36 other federal, state or county permits which may be required shall be the  
37 responsibility of the Lessee.

38           **Section 3.7. Transportation:** The Lessee shall prepare and submit to the  
39 Director of Transportation a Transportation Plan with a Parking Element. The  
40 Plan shall address matters specified by the Director and shall be submitted no  
41 later than August 15 of each year for which the premises are leased. Except for  
42 public ways within the leased premises, the Plan shall not provide for the closure  
43 of any street or restrict parking to those associated with the boat shows.

1 Moreover in publicizing the boat shows, the Lessee will direct all persons  
2 attending the event to park their vehicles at satellite lots and ride the shuttle to  
3 the site of the boat shows. Upon receipt of the Plan, the Director shall make  
4 copies available to relevant agencies and to interested parties who have  
5 requested a copy.

6  
7 **Article IV**

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

14 Such insurance policy shall specifically name the City of Annapolis, and in their  
15 capacity as such, the officers, agents and employees thereof, as additionally  
16 insured, and insure against any and all loss, costs, damages, and expenses  
17 suffered by any person, or to any property, including property owned by Lessor,  
18 due to or alleged to be due to: an act, omission or the negligence of Lessee, its  
19 officers, agents, employees, vendors, subtenants or contractors; or directly or  
20 indirectly to the use of the premises, or any part thereof by Lessee, its officers,  
21 agents, employees, vendors, subtenants or contractors.

22 The insurer or insurers of the policy or policies referred to in the preceding  
23 paragraph shall be: authorized to write the required insurance; approved by the  
24 Insurance Commissioner of the State of Maryland; and subject to the reasonable  
25 approval of the City Attorney of Annapolis. The form and substance of the policy  
26 or policies of insurance shall also be subject to reasonable approval by the City  
27 Attorney of the City of Annapolis, and shall be submitted to the City Attorney for  
28 such approval not less than thirty (30) days prior to Lessee's occupancy of the  
29 premises. Said policy or policies of insurance shall then be secured by Lessee  
30 and filed with the City Attorney of the City of Annapolis not less than fifteen (15)  
31 days prior to Lessee's occupancy of the premises. Said approvals shall not be  
32 unreasonably withheld.

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

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

41  
42 **Article V**

43 **Section 5.1. Indemnity:** Lessee agrees that it shall forever indemnify,

1 defend and hold harmless the Lessor, its officers, agents, employees, from and  
2 against any and all claims, suits, actions, judgments, and liability for loss, injury,  
3 damages and/or expenses suffered or alleged to have been suffered by any  
4 person or to any property due to or alleged to be due to: an act, omission or the  
5 negligence of Lessee, its officers, agents, employees, vendors, subtenants or  
6 contractors; or directly or indirectly the use of the leased premises, or any part  
7 thereof, by Lessee, its officers, agents, employees, vendors, subtenants or  
8 contractors.

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

14  
15 **Article VI**

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

20  
21 **Article VII**

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

30 **Section 7.2. Exterior Construction:** Lessee agrees to erect and  
31 construct temporary wooden sidewalks, wherever necessary to provide for  
32 pedestrian traffic, outside of the leased premises where the existing sidewalks  
33 are enclosed in the premises by said temporary fence described in Section 7.1.  
34 Said walks shall be handicap accessible and illuminated during the hours of  
35 darkness and maintained by Lessee in a safe and secure condition.

36 **Section 7.3. ADA and Other Permits:** Lessee hereby assumes exclusive  
37 responsibility for compliance with any and all applicable provisions of the  
38 Americans with Disabilities Act of 1990, as amended from time to time at the  
39 demised premises, during the entire time Lessee uses or occupies those  
40 premises, or any part thereof, pursuant to this Lease Agreement. Subject to the  
41 inspection provisions of Section 3.7 and to standard public safety and health  
42 approvals, any and all permit, license or authorization required to be obtained  
43 from the City or any agency thereof by the Lessee during the term of this Lease

1 for the purpose of constructing or erecting the temporary structures described in  
2 Sections 7.1 and 7.2 above or for operating the shows, shall be deemed granted  
3 and issued upon the execution of this Lease by the Lessor and Lessee. All other  
4 federal, state or county permits, which may be required, shall be the  
5 responsibility of the Lessee.

6  
7 **Article VIII**

8 **Section 8.1. Trash:** Lessee, at its own expense, shall provide an  
9 adequate number of trash containers for its use within the show grounds during  
10 the entire occupancy period of the premises and shall provide for the prompt  
11 removal of said containers, trash and refuse. Lessor, at its own expense, shall  
12 provide an adequate number of trash dumpsters outside the show grounds for  
13 the use of Lessee during the occupancy period and shall provide for the prompt  
14 removal of trash and refuse in these dumpsters.

15 **Section 8.2. Cleanliness:** Lessee shall be responsible for keeping the  
16 premises free of debris, trash and refuse and shall place the same in dumpsters  
17 or receptacles.

18 **Section 8.3. Sanitation and Toilets:** Lessee shall, at its own expense,  
19 provide adequate and sanitary toilet facilities throughout the demised premises  
20 for use by the general public and others attending or participating in the boat  
21 shows.

22  
23 **Article IX**

24 **Section.9.1. Quiet Enjoyment:** Lessor covenants with Lessee that at all  
25 times during the term of this Lease Agreement, Lessee shall peacefully hold and  
26 quietly enjoy the demised premises without any disturbance or hindrance from  
27 Lessor or from any other person claiming through Lessor, except that the City or  
28 others claiming through the Lessor, may enter onto the demised premises to  
29 effect necessary repairs to their own facilities as reasonably contemplated by the  
30 terms of this Agreement and to assure compliance with the terms of this  
31 Agreement. Lessee shall cooperate with the Lessor to effect this access to the  
32 demised premises.

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

37  
38 **Article X**

39 **Section 10.1. Condition of Premises After Show:** Following the  
40 occupancy period, the Lessee, at Lessee's sole expense, shall return the  
41 premises in the same or superior condition than received, natural wear and tear  
42 excepted.

43 **Section 10.2. Lessee's Equipment After Show:** Prior to the expiration of

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

12 **Section 10.3. Post-Show Inspection:** Within ten (10) days following the  
13 expiration of the occupancy period, Lessee shall accompany Lessor during a tour  
14 of the premises to determine the condition thereof. Items corrected or repaired by  
15 Lessor, deemed by Lessor to be the responsibility of Lessee, shall be billed by  
16 Lessor and paid by Lessee within thirty (30) days after receipt of such bill.

## 17 **Article XI**

18 **Section 11.1. Remedies:** It is understood and agreed that any and all  
19 duties, liabilities and/or obligations imposed upon or assumed by Lessee and  
20 Lessor by or under this lease shall be taken or construed as cumulative and that  
21 the mention of any specified duty, liability or obligation imposed upon or assumed  
22 by Lessee or Lessor under this Lease, shall not be taken or construed as a  
23 limitation or restriction upon any or all of the other duties, liabilities, or obligations  
24 imposed upon or assumed by Lessee under this Lease. The remedies provided  
25 herein shall be construed to be cumulative and in addition to any other remedies  
26 provided herein, or any remedies provided in law or equity which Lessor or  
27 Lessee would have in any case. It is understood and agreed that Lessor shall  
28 have the right to seek and obtain in any court of competent jurisdiction an  
29 injunction without the necessity of posting a bond to restrain a violation or alleged  
30 violation by Lessee of any covenant or covenants contained in this agreement,  
31 anything to the contrary notwithstanding. In no case shall a waiver by either party  
32 of the right to seek relief under this provision constitute a waiver of any other or  
33 further violation. The remedies provided hereunder shall not be deemed  
34 exclusive of other remedies not specified.

## 35 **Article XII**

36 **Section 12.1. Impossibility of Performance:** If, for any reason, an  
37 unforeseen event not the act of Lessor occurs, including but not limited to fire,  
38 casualty, act of God, labor strike or other unforeseen occurrence which renders  
39 impossible the fulfillment of any rental period of this Lease, Lessee shall have no  
40 right to nor claim for damages against Lessor; but Lessee shall not be liable for  
41 the payment of rent for said rental period, except that if such impossibility relates  
42  
43

1 only to more than five percent (5%) of the rental period, Base Rent, if determined  
2 under Section 1.3(A)(ii) hereof, shall be prorated to account for the number of  
3 scheduled hours the Show is not open to the public.

4  
5 **Article XIII**

6 **Section 13.1. Payment:** Lessee shall make all payments due under this  
7 Agreement by check, made payable to the City of Annapolis. In addition to all  
8 other amounts due hereunder, Lessee shall pay Lessor a monthly late fee of  
9 1.5% (18% per annum) of any payment more than sixty (60) days past due, until  
10 paid.

11  
12 **Article XIV**

13 **Section 14.1. Time is of the Essence:** Time is of the essence in the  
14 performance of this Agreement, and the times herein granted shall not be  
15 extended for any reason, except as provided herein, for the occupancy or use of  
16 the aforementioned premises or for the installation or removal of equipment,  
17 materials or displays therefrom without written permission from the Lessor.

18  
19 **Article XV**

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

26  
27 **Article XVI**

28 **Section 16.1. Independent Contractor:** Lessee herein is an  
29 independent contractor and not the agent or employee of the Lessor. Under no  
30 circumstances shall this Lease be considered a partnership or joint venture.

31  
32 **Article XVII**

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

42  
43 **Article XVIII**



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**INC. UNITED STATES SAILBOAT SHOWS,**

\_\_\_\_\_  
Witness

BY: \_\_\_\_\_  
C. EDWARD HARTMAN, PRESIDENT

**UNITED STATES POWERBOAT SHOWS, INC.**

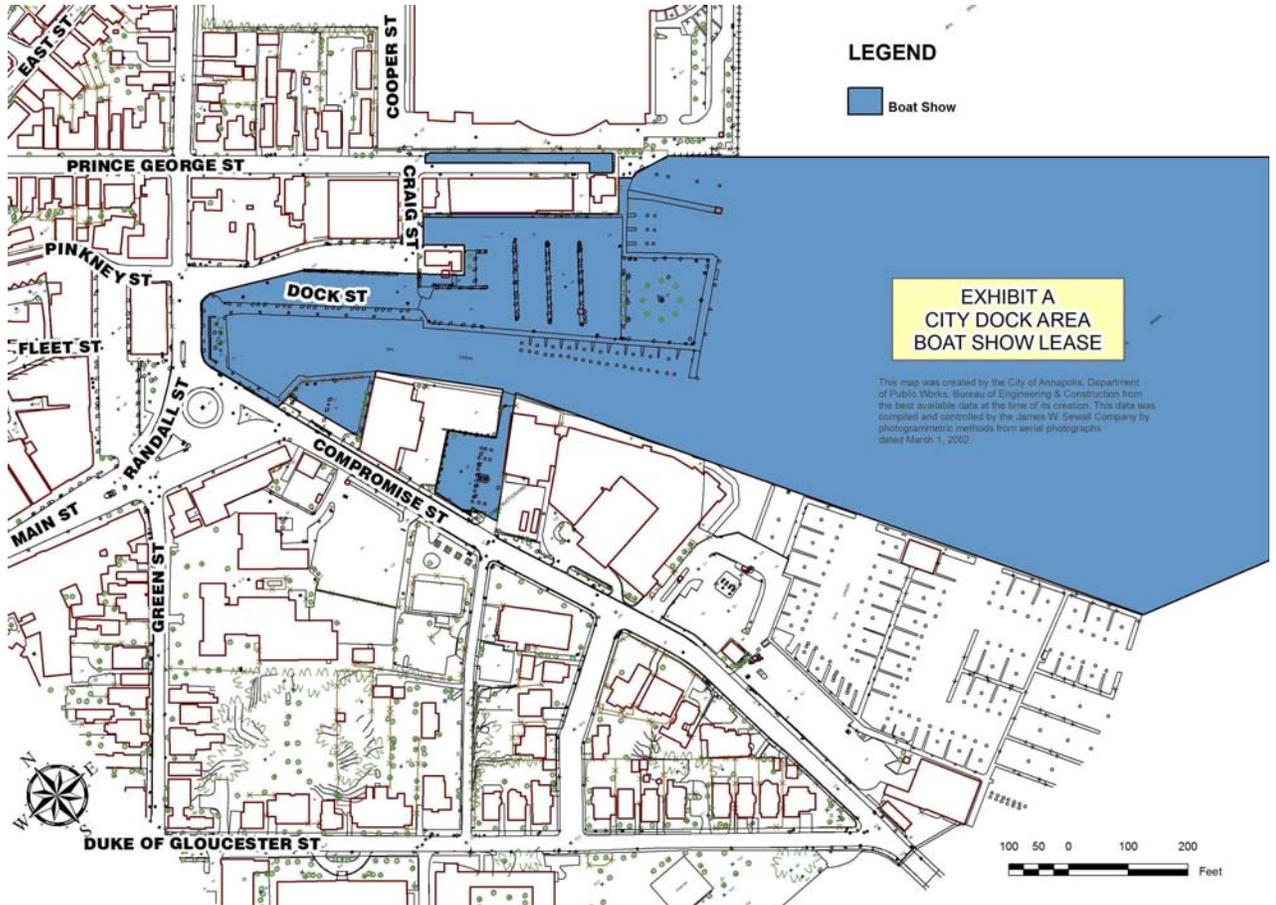
\_\_\_\_\_  
Witness

BY: \_\_\_\_\_  
C. EDWARD HARTMAN, PRESIDENT

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Steve Kling                      Date  
Acting City Attorney

Exhibit A



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**AMENDMENT TO LEASE AGREEMENT**

**THIS AMENDEMENT TO LEASE AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between **THE CITY OF ANNAPOLIS**, a municipal corporation of the State of Maryland (“Lessor”), and **UNITED STATES SAILBOAT SHOWS, INC.**, and **UNITED STATES POWERBOAT SHOWS, INC.** (jointly and severally “Lessee”)

**PREAMBLE**

By a lease agreement dated January 21, 2009, Lessor leased to Lessee City property for use for boat shows for a term in 2013 beginning October 7 and ending October 22, inclusive. The parties now desire to change the dates of occupancy, but otherwise retain in full force effect all remaining portions of the lease agreement.

**AMENDMENT**

Line eight of **ARTICLE I, SECTION 1.1, PREMISES and TERM** of the original Lease Agreement reading: “2013 – October 7 through October 22, inclusive” shall be and is hereby deleted and is hereby replaced with the following language: “2013 – September 30 through October 15.”

Except as specifically amended above, all of the remaining provisions of the January 21, 2009 lease agreement shall remain in full force and effect and are hereby ratified by all parties.

**IN WITNESS WHEREOF**, the parties have duly executed this Amendment to Lease Agreement the day and year first written above.

**ATTEST:**

**CITY OF ANNAPOLIS**

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

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

**UNITED STATES SAILBOAT SHOWS, INC.,**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
C. Edward Hartman II, President

**INC.**

**UNITED STATES POWERBOAT SHOWS,**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
C. Edward Hartman II, President

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Gary M. Elson, Assistant City Attorney

\_\_\_\_\_  
Date

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**Staff Paper**

**O-35-08 Lease of City property: Boat Shows in 2013 & 2014**

Under Article II, Section 8 of the Annapolis City Charter, it is necessary for the City Council to enact an ordinance to authorize a lease of City property. O-35-08 seeks to do just that for the Boat Shows in 2013 & 2014. Areas of the City to be leased include municipal property located in the general harbor, Dock Street, and the Edgewood Road area.

The lease would be executed as between the City of Annapolis (Lessor) and United States Sailboat Shows, Inc., and United States Powerboat Shows, Inc. (Lessee). Under the terms of the lease, rent shall be (A) the greater of (i) 50% of Lessee's gross receipts (after deducting admission taxes) from the sale by Lessee of tickets for admission to the shows for that year (hereinafter "Ticket Sales Base Rent") or, (ii) Three Hundred Seventy-Five Thousand Nine Hundred Fifty Dollars (\$375,950.00) (hereinafter "Minimum Base Rent"); plus (B) if the Edgewood Road property is used, Two Thousand Sixty Dollars (\$2,060.00) each year used (hereinafter "Edgewood Road Rent"). 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 Shows. Lessee shall pay Lessor the Additional Rent and (if applicable) Edgewood Road rent, in full, at the time Lessee pays the Minimum Base Rent.

Just as with the lease executed last year (O-01-07; for years 2009, 2010, and 2011), the Lessee is responsible for the development of a transportation plan which includes a parking element.

Prepared by Seth B. Zirkle, Office of Law

FISCAL IMPACT NOTE

**Legislation No:** O-40-12                      **First Reader Date:** 10/22/12

**Note Date:** 11/2/12

**Legislation Title: An Amendment to Lease of City Property: Boat Shows in Fall 2013**

**Description:** For the purpose of authorizing an amendment to a lease of certain municipal property to the United States Sailboat Shows, Inc. and United States Powerboat Shows, Inc., to conduct boat shows for a certain period of time, including time in October 2013, subject to certain terms, provisions and conditions; and all matters relating to the amendment of the lease.

**Analysis of Fiscal Impact:** This legislation changes the dates of the 2013 show from October 7, 2013 through October 22, 2013, inclusive, to September 30, 2013 through October 15, 2013. The date change produces no significant fiscal impact.

1 **CITY COUNCIL OF THE**  
2 **City of Annapolis**

3  
4 **Charter Amendment No. CA-4-12**

5  
6 **Introduced by: Mayor Cohen**  
7

LEGISLATIVE HISTORY			
<i>Legislative referrals are subject to City Council action at the time of introduction and are reflected in the City Council's adopted minutes</i>			
First Reading	Public Hearing	Fiscal Impact Note	90 Day Rule
Referred to	Referral Date	Meeting Date	Action Taken
7/23/12			10/19/12
Rules and City Gov't	7/23/12		

8  
9  
10 **A CHARTER AMENDMENT** concerning

11 **Designating Emergency Preparedness and Risk Management Responsibility to the City**  
12 **of Annapolis Fire Department**

13 **FOR** the purpose of making the City Charter consistent with the City Code by designating  
14 emergency preparedness and risk management responsibility to the City of Annapolis  
15 Fire Department.

16 **BY** amending the following portions of the City Charter:  
17 Article IV, Section 4.  
18

19 **WHEREAS,** the Annapolis City Council adopted O-14-12 on June 4, 2012 that authorized the  
20 Office of Emergency Preparedness and Risk Management as part of the City of  
21 Annapolis Fire Department with responsibility for emergency preparedness and  
22 risk management functions within the City of Annapolis.

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

26 **ARTICLE IV - OPERATIONS**

27 **Sec. 4. - Fire department.**

28 (a) The fire department shall be commanded and administered by a director who shall be  
29 known as the fire chief. The fire chief shall be appointed on the basis of his knowledge and  
30 experience in fire prevention and suppression, in emergency services, and in public safety and  
31 administration, at least three (3) years of which shall have been in an executive or supervisory  
32 capacity.

33 (b) The fire department shall have the following powers and duties:

- 1 (1) To provide fire suppression and emergency services.
- 2 (2) To engage in programs of fire prevention.
- 3 (3) To enforce laws related to fire prevention.
- 4 (4) TO BE RESPONSIBLE FOR EMERGENCY PREPAREDNESS AND RISK
- 5 MANAGEMENT FUNCTIONS IN THE CITY OF ANNAPOLIS.

6  
7 **SECTION II: AND BE IT FURTHER RESOLVED BY THE ANNAPOLIS CITY**  
8 **COUNCIL** that the date of adoption of this Resolution is \_\_\_\_\_, 2012, and the amendments of  
9 the Charter of the City of Annapolis, hereby enacted shall become effective on \_\_\_\_\_, 2012,  
10 unless a proper petition for referendum hereon shall be filed as permitted by law within 40 days  
11 of adoption, provided a complete and exact copy of this Resolution shall be continuously posted  
12 on the bulletin board in the City Hall until \_\_\_\_\_, 2012, and provided further that a copy of the  
13 title of this Resolution shall be published in "The Capital", a newspaper of general circulation in  
14 the City of Annapolis, or in any other newspaper of such general circulation, once in each of the  
15 weeks on, \_\_\_\_\_, 2012, \_\_\_\_\_, 2012, \_\_\_\_\_, 2012, and \_\_\_\_\_, 2012.

16  
17 **SECTION III: AND BE IT FURTHER RESOLVED BY THE ANNAPOLIS CITY**  
18 **COUNCIL** that the Mayor is hereby specifically commanded to carry out the provisions of  
19 Section II hereof, and, as evidence of such compliance, the Mayor shall cause to be maintained  
20 appropriate certificates of publication of the newspaper or newspapers in which the title of the  
21 Resolution shall have been published and if a favorable referendum is held on the Charter  
22 change, shall declare the Charter change hereby enacted to be effective on \_\_\_\_\_, 2012, by  
23 affixing his signature hereto in the space provided on the effective date of change.

24  
25 **SECTION IV: AND BE IT FURTHER RESOLVED BY THE ANNAPOLIS CITY**  
26 **COUNCIL** that as soon as the Charter Amendment hereby enacted shall become effective,  
27 either as provided herein or following a referendum, the Mayor shall send to the Maryland  
28 Department of Legislative Services a copy of this Resolution showing the number of Aldermen  
29 and Alderwomen voting for and against it and a report on the votes cast for or against the  
30 amendment hereby enacted at any referendum thereon and the date of such referendum.

31  
32 The above Charter Amendment was enacted by the foregoing Resolution which was  
33 passed at a Meeting of the Annapolis City Council on \_\_\_\_\_, 2012; \_\_\_\_\_ voting in the  
34 affirmative, \_\_\_\_\_ voting in the negative, \_\_\_\_\_ abstaining and \_\_\_\_\_ absent and the said  
35 Resolution becomes effective in accordance with law on the \_\_ day of \_\_\_\_\_ 2012.

36  
37 **ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

38  
39 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.

1 **Policy Report**

2 **CA-4-12**

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5 **Designating Emergency Preparedness and Risk Management Responsibility to**  
6 **the City of Annapolis Fire Department**

7  
8 Pursuant to O-14-12, adopted June 4, 2012, that designated emergency preparedness  
9 and risk management responsibility to the Office of Emergency Preparedness and Risk  
10 Management, under the City of Annapolis Fire Department, the proposed charter  
11 amendment would make the City Charter consistent with the City Code.  
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16

17 Prepared by Jessica Cowles, Legislative and Policy Analyst, Office of Law at  
18 [JCCowles@annapolis.gov](mailto:JCCowles@annapolis.gov) or (410) 263-1184.  
19



City of Annapolis City Council  
Standing Committee Referral Action Report

Date: 10/02/12

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

The Rules and City Government Committee has reviewed CA-04-12 and  
has taken the following action:

Favorable

Favorable with amendments

Unfavorable

No Action

Other

Comments:

Roll Call Vote:

Ald. Israel, Chair yes

Ald. Hoyle yes

Ald. Arnett n/A

Meeting Date 10/2/12

Signature of Chair Richard Israel 

FISCAL IMPACT NOTE

**Legislation No:** CA-4-12

**First Reader Date:** 7-23-12

**Note Date:** 9-14-12

**Legislation Title: Charter Amendment concerning Designating Emergency Preparedness and Risk Management Responsibility to the City of Annapolis Fire Department**

**Description:** For the purpose of making the City Charter consistent with the City Code by designating emergency preparedness and risk management responsibility to the City of Annapolis Fire Department.

**Analysis of Fiscal Impact:**

This Charter Amendment produces no significant fiscal impact.

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**CITY COUNCIL OF THE  
City of Annapolis**

**Ordinance No. O-28-12**

**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	180 Day Rule
7/23/12	9/24/12	9/14/12	1/21/13
Referred to	Referral Date	Meeting Date	Action Taken
Rules and City Gov't	7/23/12	NA	NA
Planning Commission	7/23/12	9/13/12	Favorable

8  
9

**AN ORDINANCE** concerning

**Amending the Procedures for the Sale and Rental of Moderately Priced Dwelling Units**

**FOR** the purpose of amending the procedures for the sale and rental of moderately priced dwelling units.

**BY** repealing and re-enacting with amendments the following portions of the Code of the City of Annapolis, 2011 Edition  
Section 20.30.130

**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:

**CHAPTER 20.30 – MODERATELY PRICED DWELLING UNITS.**

**20.30.130 - Procedures for sale and rental of MPDUs.**

[A. Procedures for Sale or Rental of MPDUs.]

[1]A. Every MPDU required under this chapter [must] SHALL be [rented or] sold OR RENTED to eligible persons to be used for his or her OR THEIR own residence.

[2]B. Before offering any MPDUs for sale or rent, the applicant [must] SHALL notify the Department of Planning and Zoning of the proposed offering and the date on which the applicant will be ready to begin marketing to eligible persons. The notice [must] SHALL include:

1. THE ADDRESS OF EACH MPDU OFFERED FOR SALE OR RENT; [a. Whether the units will be sold or rented;]

2. IDENTIFICATION OF WHICH MPDUS SHALL BE SOLD AND WHICH SHALL BE OFFERED FOR RENT;

27  
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- 1 [b. The number of units offered;]
- 2 [c]3. The number of bedrooms IN EACH MPDU OFFERED;
- 3 [d]4. The floor area for each [unit type] MPDU;
- 4 [e]5. A description of the amenities [offered] in each MPDU; [unit and a statement of the
- 5 availability of each unit for sale or rent;]
- 6 [f]6. A vicinity map of the offering; and
- 7 [g]7. Other information or documents as the Department of Planning and Zoning finds
- 8 necessary [to determine] FOR compliance with this chapter. [This notice by the Department of
- 9 Planning and Zoning shall be issued within thirty days of the date from which the applicant first
- 10 submitted its notice to commence marketing.]

11 [3]C. The Department of Planning and Zoning [will] SHALL maintain a list of eligible persons and  
12 [must] SHALL SEND WRITTEN NOTICE TO [notify] eligible persons OF AN MPDU OFFERING  
13 [by mail and by newspaper] prior to the start of the marketing period. THE NOTICE SHALL  
14 INCLUDE A STATEMENT INDICATING THAT IF NO ELIGIBLE PERSON RESPONDS IN  
15 WRITING TO THE NOTICE WITHIN FIFTEEN (15) BUSINESS DAYS AFTER THE DATE OF  
16 THE NOTICE, OR IF ELIGIBLE PERSONS DO RESPOND WITHIN FIFTEEN (15) BUSINESS  
17 DAYS AFTER THE DATE OF THE NOTICE BUT DO NOT QUALIFY FOR FINANCING OR  
18 CANNOT PURCHASE THE MPDU FOR ANY OTHER REASON, OR IF NO ELIGIBLE  
19 PERSON HAS ENTERED INTO A CONTRACT OF SALE FOR THE MPDU WITHIN NINETY  
20 (90) DAYS AFTER THE START OF THE MARKETING PERIOD, THE CITY MAY PURCHASE  
21 THE MPDU AT THE PURCHASE PRICE ESTABLISHED FOR THE MPDU, BUT THAT IF THE  
22 CITY DOES NOT OPT TO PURCHASE THE MPDU, THE DEPARTMENT OF PLANNING AND  
23 ZONING INTENDS TO ISSUE A WRITTEN NOTICE TO THE APPLICANT AUTHORIZING  
24 THE APPLICANT TO OFFER THE MPDU TO THE GENERAL PUBLIC FOR SALE. THE  
25 DEPARTMENT OF PLANNING AND ZONING SHALL NOT BE REQUIRED TO ISSUE ANY  
26 FURTHER NOTICE TO ELIGIBLE PERSONS BEFORE AUTHORIZING THE APPLICANT TO  
27 OFFER THE MPDU FOR SALE TO THE GENERAL PUBLIC.

28 [4]D. An applicant [must] SHALL not sell or rent any [unit] MPDU to aN ELIGIBLE [qualified]  
29 person as defined in this chapter] until such person has obtained a certificate of eligibility issued  
30 by the Department of Planning and Zoning. [from the buyer or lessee. A copy of each certificate  
31 must be maintained on file by the Department of Planning and Zoning.]

32 [5]E. IF NO ELIGIBLE PERSON HAS ENTERED INTO A CONTRACT OF SALE FOR ANY  
33 MPDU OFFERED FOR SALE WITHIN ninety (90) days after the start of a marketing period,  
34 THE CITY [Department of Planning and Zoning] may purchase THE MPDU AT THE  
35 PURCHASE PRICE ESTABLISHED FOR THE MPDU [a for sale MPDU if no eligible person  
36 has entered into a purchase agreement or contracted to buy that MPDU]. IF THE CITY  
37 PURCHASES AN MPDU UNDER THESE CIRCUMSTANCES, THE STATUS OF THE MPDU  
38 AS A FOR SALE MPDU SHALL NOT CHANGE. THE CITY [The Department of Planning and  
39 Zoning] shall only [rent or] sell the CITY OWNED MPDU to an eligible person AND THE CITY  
40 OWNED MPDU SHALL BE SUBJECT TO THE PROVISIONS OF THIS CHAPTER.

41 F. IF THE CITY OPTS NOT TO PURCHASE AN MPDU FOR WHICH NO ELIGIBLE PERSON  
42 HAS ENTERED INTO A CONTRACT OF SALE WITHIN THE NINETY (90)  
43 DAY MARKETING PERIOD TO ELIGIBLE PERSONS, THE DEPARTMENT OF PLANNING  
44 AND ZONING SHALL PROVIDE WRITTEN NOTICE TO THE APPLICANT CONTAINING AN

1 AUTHORIZATION TO MARKET THE MPDU TO THE GENERAL PUBLIC FOR SALE AT THE  
2 APPROVED PURCHASE PRICE. THE DEPARTMENT OF PLANNING AND ZONING SHALL  
3 NOT ISSUE AN AUTHORIZATION TO MARKET TO THE GENERAL PUBLIC UNLESS ALL  
4 REQUIREMENTS OF THIS CHAPTER HAVE BEEN SATISFIED. THE STATUS OF AN MPDU  
5 FOR SALE SHALL NOT CHANGE AS A RESULT OF AN OFFERING TO THE GENERAL  
6 PUBLIC, AND ALL MPDUS THAT ARE SOLD TO THE GENERAL PUBLIC SHALL BE  
7 SUBJECT TO MPDU INCOME REQUIREMENTS AND SHALL BE OFFERED TO RESIDENTS  
8 OF ANNE ARUNDEL COUNTY.

9 [6]G. The deposit required with the sales contract for the purchase of an MPDU shall not exceed  
10 one thousand dollars.

11 [7]H. Every buyer or renter of an MPDU, INCLUDING THOSE MPDUS BOUGHT OR LEASED  
12 BY MEMBERS OF THE GENERAL PUBLIC UNDER THE PROVISIONS OF THIS CHAPTER,  
13 [must] SHALL occupy the [unit] MPDU as his or her OR THEIR primary residence during the  
14 [control] OCCUPANCY period. [Each] EVERY buyer and renter [must] SHALL certify before  
15 taking occupancy that he or she OR THEY SHALL [will] occupy the [unit] MPDU as his or her  
16 primary residence during [the] ANY occupancy period. The Director of Planning and Zoning may  
17 require an MPDU owner who does not occupy the [unit] MPDU as [his or her] A primary  
18 residence to offer the unit for resale [to an eligible person] under the [resale] provisions of THIS  
19 CHAPTER [Section 20.30.140] OR MAY REQUIRE A RENTER WHO IS NOT AN ELIGIBLE  
20 PERSON TO VACATE. [Every MPDU required under this chapter must be offered to the  
21 general public for sale or rental to a good-faith purchaser or renter to be used for his or her own  
22 primary residence, except units offered for sale or rent to a non-profit corporation, whose  
23 purpose is to provide housing for persons of moderate income.]

24 [8]I. An owner of an MPDU [may] SHALL not rent the [unit] MPDU unless the renter is an  
25 eligible person, and the rental is approved in writing by the Department of Planning and Zoning  
26 annually. ALL ANNUAL RENTAL RENEWALS SHALL BE GOVERNED BY TITLE 17 OF THE  
27 ANNAPOLIS CITY CODE.

28 [9]J. ANY MPDU OWNER WHO RENTS AN MPDU TO AN INELIGIBLE PERSON [Any rent  
29 obtained for a MPDU that is rented to an ineligible person must] SHALL [be paid] PAY ALL  
30 SUCH RENT into the CITY'S Homeownership Assistance Trust Fund [by the owner within  
31 ninety] THIRTY (30) days after the Department of Planning and Zoning notifies the owner of the  
32 rental violation. THE DEPARTMENT OF PLANNING AND ZONING MAY ASSESS THE  
33 OWNER [Any amount unpaid after ninety days is grounds for the Department of Planning and  
34 Zoning to assess] a monthly fee that is equal to the HUD fair market rent for the MPDU[." ] FOR  
35 EACH MONTH THAT RENT WAS CHARGED AND RECEIVED IN VIOLATION OF THIS  
36 CHAPTER.  
37

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

40  
41 **ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

42  
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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.

1 **Policy Report**

2  
3 **O-28-12**

4  
5 **Amending the Procedures for the Sale and Rental**  
6 **of Moderately Priced Dwelling Units**

7  
8 The proposed ordinance would amend the procedures for the sale and rental of  
9 moderately priced dwelling units (MPDU). Specifically, if the City opts not to purchase  
10 an MPDU for which no eligible person has entered into a contract of sale within the 90  
11 day marketing period to eligible persons, the Department of Planning and Zoning shall  
12 provide written notice to the applicant containing an authorization to market the MPDU  
13 to the general public for sale at the approved purchase price. The Department of  
14 Planning and Zoning shall not issue an authorization to market to the general public  
15 unless all requirements of Chapter 20.30 of the City Code have been satisfied. The  
16 status of an MPDU for sale shall not change as a result of an offering to the general  
17 public and all MPDUs that are sold to the general public shall be subject to MPDU  
18 income requirements and shall be offered to residents of Anne Arundel County.

19  
20 Any MPDU owner who rents an MPDU to an ineligible person shall pay all such rent into  
21 the City's Homeownership Assistance Trust Fund 30 days after the Department of  
22 Planning and Zoning notifies the owner of the rental violation. The Department of  
23 Planning and Zoning may assess the owner a monthly fee that is equal to the HUD fair  
24 market rent for the MPDU for each month that rent was charged and received in  
25 violation of this chapter.

26  
27 Prepared by Jessica Cowles, Legislative and Policy Analyst, Office of Law at  
28 [JCCowles@annapolis.gov](mailto:JCCowles@annapolis.gov) or (410) 263-1184.  
29



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

September 13, 2012

**MEMORANDUM**

**To: Annapolis City Council**

**From: Planning Commission**

**Re: Findings on Ordinance 0-28-12; Procedures for the Sale and Rental of Moderately Priced Dwelling Units.**

**SUMMARY**

The proposed amendment to City Code Title 20 Chapter 20.30.130 modifies the procedure for developers to sell their MPDUs if the City cannot find eligible buyers within the specified marketing period. The amendment would change the law to allow sale to the public once the 90-day marketing period is completed and the Department is not interested in purchasing the MPDU.

On September 6, 2012, the Planning Commission held its regularly scheduled meeting and heard the proposed amendment, being properly advertised in accordance with the Annapolis City Code.

**STAFF RECOMMENDATION**

At the meetings referenced above, the Planning and Zoning staff presented their analysis of the amendment in a report dated August 29, 2012. Staff recommended approval of the amendment.

**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 Application. No member of the public spoke at the public hearing.

**RECOMMENDATION**

In the discussion, it became clear that there was an inadvertent grammatical error in the language of the proposed amendment. The correct wording should be:

“IF NO BUYER WHO IS INCOME ELIGIBLE AND AN ANNE ARUNDEL COUNTY RESIDENT IS FOUND WITHIN 30 DAYS OF THE NOTICE TO SELL TO THE GENERAL PUBLIC THE DIRECTOR OF THE DEPARTMENT OF PLANNING AND ZONING SHALL HAVE THE AUTHORITY TO WAIVE THESE REQUIREMENTS.” (Change underlined).

The Planning Commission, by a vote of 5-0-1, recommends approval of the amendment, as further amended.

Adopted this 4th day of October, 2012

Annapolis City Council  
"Rodgers Property" Findings  
October 20, 2005  
Page 2

A handwritten signature in cursive script that reads "Dr. Eleanor Harris". The signature is written in dark ink and is positioned above the printed name.

Dr. Eleanor Harris, Chair

FISCAL IMPACT NOTE

**Legislation No:** O-28-12

**First Reader Date:** 7-23-12

**Note Date:** 9-14-12

**Legislation Title: Amending the Procedures for the Sale and Rental of Moderately Priced Dwelling Units**

**Description:** For the purpose of amending the procedures for the sale and rental of moderately priced dwelling units.

**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-41-12**

**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
11/05/12		11/5/12	02/02/13
Referred to	Referral Date	Meeting Date	Action Taken
Rules and City Government			

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**AN ORDINANCE** concerning

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**Public Ethics and Financial Disclosure**

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

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

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- 2.08.010
- 2.08.020
- 2.08.030
- 2.08.040
- 2.08.050
- 2.08.060
- 2.08.070
- 2.08.080
- 2.08.085
- 2.08.090
- 2.08.100
- 2.08.110

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36

**BY** adding new the following portionS to the Code of the City of Annapolis, 2011 Edition:

37

- 2.08.051

1 2.08.052  
2 2.08.120  
3

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

6 **Chapter 2.08 Public Ethics and Financial Disclosure**

7 **Sections:**

- 8 2.08.010 - PURPOSE AND Policy.
- 9 2.08.020 - Definitions.
- 10 2.08.030 - Ethics Commission.
- 11 2.08.040 - PROHIBITED CONDUCT AND [Conflicts of i]InterestS.
- 12 2.08.050 - Financial disclosure FOR ELECTED OFFICIALS AND CANDIDATES FOR
- 13 ELECTED OFFICE.
- 14 2.08.051 – FINANCIAL DISCLOSURE FOR EMPLOYEES AND APPOINTED
- 15 OFFICIALS.
- 16 2.08.052 – FINANCIAL DISCLOSURE FOR THE HOUSING AUTHORITY OF THE
- 17 CITY OF ANNAPOLIS.
- 18 2.08.060 – [Financial disclosure—Content of statement] STATEMENT OF
- 19 COMPLIANCE.
- 20 2.08.070 - [Financial] LOBBYING disclosure[—Attributable interests].
- 21 2.08.080 - [Lobbying disclosure] RESPONSIBILITIES OF CITY ATTORNEY.
- 22 [2.08.085 - Financial disclosure—Annapolis Housing Authority.]
- 23 2.08.090 - Exemptions and modifications.
- 24 2.08.100 - [Responsibilities of City Attorney] ENFORCEMENT.
- 25 2.08.110 - [Enforcement] COMPLAINT PROCEDURE.
- 26 2.08.120 – SEVERABILITY.
- 27

28 **2.08.010 PURPOSE AND Policy**

29 [The proper operation of representative government requires that public officials and employees  
30 be independent, impartial, and responsive to the general public whom they represent; that  
31 public office not be used to advance personal gain; and that the public maintain a high degree of  
32 trust in their public officials and employees. Recognizing these principles, the City Council  
33 declares that it is the policy of the City, in enacting these provisions, that:

34 A. Elected and appointed officials and employees shall not engage in any business or  
35 transaction or have a financial interest, direct or indirect, which is incompatible with the  
36 proper discharge of official duties or would tend to impair independence of judgment or  
37 action in the performance of official duties.

38 B. Designated elected and appointed officials and employees, and candidates for public  
39 office, shall disclose fully their financial interests in order to ensure that the interests  
40 present no conflict with their public duties.

41 C. Elected and appointed officials or employees shall not engage in any activity or  
42 participate in any transaction which would create, or tend to create, a conflict of interest in  
43 the exercise of their public or official duties.

1 D. Individuals, firms or organizations of any type which seek to influence elected or  
2 appointed officials, agencies or employees in the performance of their official duties have  
3 an obligation to register with the City as lobbyists and to disclose fully certain information  
4 as to their activities as lobbyists in order that the general public may be assured that no  
5 conduct resulting in a conflict of interest or interfering with the proper discharge of official  
6 duties has occurred.】  
7

8 A. PURPOSE. THE PURPOSE OF THIS CHAPTER IS TO SET MINIMUM STANDARDS  
9 FOR THE CONDUCT OF ANNAPOLIS GOVERNMENT BUSINESS AND TO ASSURE THE  
10 CITIZENS OF THE CITY THAT THEY MAY HAVE THE HIGHEST TRUST IN THEIR  
11 PUBLIC OFFICIALS AND EMPLOYEES AND THAT THE IMPARTIALITY AND  
12 INDEPENDENT JUDGMENT OF THEIR PUBLIC OFFICIALS AND EMPLOYEES WILL BE  
13 MAINTAINED WITHOUT IMPROPER OR EVEN THE APPEARANCE OF IMPROPER  
14 INFLUENCE. TO GUARD AGAINST IMPROPER INFLUENCE IT IS REQUIRED THAT ALL  
15 CITY OFFICIALS AND EMPLOYEES MAINTAIN THE HIGHEST ETHICAL STANDARDS IN  
16 CONDUCTING CITY BUSINESS AND THAT SELECT CITY OFFICIALS AND  
17 EMPLOYEES DISCLOSE THEIR FINANCIAL AFFAIRS AS PROVIDED IN SECTIONS  
18 2.08.050, 2.08.051, AND 2.08.052 .  
19

20 B. POLICY. IT IS THE POLICY OF THE CITY COUNCIL THAT OFFICIALS AND  
21 EMPLOYEES BE INDEPENDENT, IMPARTIAL, AND RESPONSIVE TO THE PUBLIC  
22 WHOM THEY REPRESENT AND SERVE; THAT PUBLIC OFFICE OR POSITION NOT BE  
23 USED TO ADVANCE PERSONAL GAIN; AND THAT LOBBYIST ACTIONS SHALL NOT  
24 PRESENT A CONFLICT OF INTEREST OR INTERFERE WITH THE DUTIES OF  
25 OFFICIALS AND EMPLOYEES. RECOGNIZING THESE PRINCIPLES, THE CITY  
26 COUNCIL DECLARES THAT IT IS THE POLICY OF THE CITY, IN ENACTING THESE  
27 PROVISIONS, THAT:  
28

29 1. OFFICIALS AND EMPLOYEES SHALL NOT ENGAGE IN ANY BUSINESS OR  
30 TRANSACTION OR HAVE A FINANCIAL INTEREST, DIRECT OR INDIRECT, WHICH  
31 IS INCOMPATIBLE WITH THE PROPER DISCHARGE OF THEIR DUTIES OR WOULD  
32 APPEAR TO IMPAIR INDEPENDENCE OF JUDGMENT OR ACTION IN THE  
33 PERFORMANCE OF THEIR DUTIES.  
34

35 2. ELECTED AND DESIGNATED OFFICIALS AND EMPLOYEES, AND CANDIDATES  
36 FOR PUBLIC OFFICE, SHALL DISCLOSE FULLY THEIR FINANCIAL INTERESTS IN  
37 ORDER TO ENSURE THAT SUCH INTERESTS PRESENT NO CONFLICT WITH  
38 THEIR DUTIES.  
39

40 3. OFFICIALS AND EMPLOYEES SHALL NOT ENGAGE IN ANY ACTIVITY OR  
41 PARTICIPATE IN ANY TRANSACTION WHICH WOULD CREATE, OR APPEAR TO  
42 CREATE, A CONFLICT OF INTEREST IN THE EXERCISE OF THEIR PUBLIC OR  
43 OFFICIAL DUTIES.  
44

45 4. PERSONS WHO SEEK TO INFLUENCE OFFICIALS, AGENCIES OR EMPLOYEES  
46 IN THE PERFORMANCE OF THEIR OFFICIAL DUTIES HAVE AN OBLIGATION TO  
47 REGISTER WITH THE CITY AS LOBBYISTS AND TO DISCLOSE INFORMATION AS  
48 TO THEIR LOBBYING ACTIVITIES TO ASSURE THEIR CONDUCT DOES NOT  
49 RESULT IN A CONFLICT OF INTEREST OR INTERFERE WITH THE DUTIES OF  
50 OFFICIALS AND EMPLOYEES.  
51

1  
2 **2.08.020 Definitions**  
3

4 A. Definitions. The following words and phrases shall have the meanings ascribed to them as  
5 follows:

6 [A. "Business entity" includes a corporation, general or limited partnership, sole  
7 proprietorship, joint venture, unincorporated association, real estate investment trust or  
8 other business trust.

9 B. "Business with the municipality" means any one or any combination of sales,  
10 purchases, leases or contracts to, from or with the municipality or any agency of the  
11 municipality involving consideration of one thousand dollars or more on a cumulative basis  
12 during the calendar year for which a required statement is to be filed.

13 C. "Child" includes a child, adopted child, step-child, foster child or grandchild, of  
14 whatever age.

15 D. "Gift" means the transfer of anything of economic value, regardless of form and  
16 without adequate and lawful consideration, whether or not it relates to the performance of  
17 official duties. However, "gift" does not include the solicitation, acceptance or receipt of any  
18 campaign contributions regulated in accordance with any law pertaining to the conduct of  
19 elections or the receipt of political campaign contributions.

20 E. "Interest" means any legal or equitable interest, whether or not subject to an  
21 encumbrance or a condition, which was owned or held, in whole or in part, jointly or  
22 severally, directly or indirectly at any time during the calendar year for which a required  
23 statement is to be filed. "Interest" includes an interest in any stock or similar security,  
24 preorganization certificate or subscription, investment contract, voting trust certificate,  
25 limited or general partnership or joint venture, business trust or certificate of interest or  
26 participation in a profit-sharing agreement, or in an oil, gas or other mineral royalty or  
27 lease; a certificate or instrument of deposit for any of the foregoing; a certificate or  
28 instrument of interest or participation in, or a certificate or instrument convertible, with or  
29 without consideration, into, or a guarantee of, or warrant or right to subscribe to or  
30 purchase, any of the foregoing; a put, call, straddle or other option or privilege of  
31 subscribing to or purchasing any of the foregoing; or any other equity interest, however  
32 evidenced, which entitles the owner or holder of the interest, directly or indirectly, alone or  
33 in concert with others, to receive or direct any part of the profits from, or to exercise any  
34 part of the control over, a business entity, as well as any interest which, conditionally or  
35 unconditionally, with or without consideration, is convertible thereto. "Interest" also includes  
36 an interest in a note, bond, debenture or any other evidence of a creditor interest.  
37 However, "interest" does not include an interest held solely in the capacity of a personal  
38 representative, agent, custodian, fiduciary or trustee, nor an interest in a time or demand  
39 deposit in a financial institution, nor an interest in an insurance or endowment policy or  
40 annuity contract under which an insurance company promises to pay a fixed number of  
41 dollars, either in a lump sum or periodically for life or some other specified period.

42 F. "Person" includes any natural person, corporation, partnership, trust, unincorporated  
43 association or other organization, entity or enterprise.]  
44

45 1. "BUSINESS ENTITY" MEANS A CORPORATION, LIMITED LIABILITY COMPANY,  
46 GENERAL OR LIMITED PARTNERSHIP, SOLE PROPRIETORSHIP, JOINT

1 VENTURE, UNINCORPORATED ASSOCIATION OR FIRM, INSTITUTION, TRUST,  
2 FOUNDATION, OR OTHER ORGANIZATION, WHETHER OR NOT OPERATED FOR  
3 PROFIT. "BUSINESS ENTITY" DOES NOT INCLUDE A GOVERNMENTAL ENTITY.  
4

5 2. "COMMISSION" MEANS THE CITY OF ANNAPOLIS ETHICS COMMISSION AS  
6 ESTABLISHED IN SECTION 2.08.030.  
7

8 3. "COMPENSATION" MEANS ANY MONEY OR THING OF VALUE, REGARDLESS  
9 OF FORM, RECEIVED OR TO BE RECEIVED BY ANY INDIVIDUAL COVERED BY  
10 THIS CHAPTER FROM AN EMPLOYER FOR SERVICE RENDERED. FOR THE  
11 PURPOSES OF SECTION 2.08.070 OF THIS CHAPTER, IF LOBBYING IS ONLY A  
12 PORTION OF A PERSON'S EMPLOYMENT, "COMPENSATION" MEANS A  
13 PRORATED AMOUNT BASED ON THE TIME DEVOTED TO LOBBYING COMPARED  
14 TO THE TIME DEVOTED TO OTHER EMPLOYMENT DUTIES.  
15

16 4. "DOING BUSINESS WITH" MEANS:

- 17 (A) HAVING OR NEGOTIATING A CONTRACT THAT INVOLVES THE  
18 COMMITMENT (EITHER IN A SINGLE OR COMBINATION OF  
19 TRANSACTIONS) OF \$1,000 OR MORE OF CITY CONTROLLED FUNDS; OR
- 20 (B) BEING REGULATED BY OR OTHERWISE UNDER THE AUTHORITY OF  
21 THE CITY; OR
- 22 (C) BEING REGISTERED AS A LOBBYIST IN ACCORDANCE WITH SECTION  
23 2.08.070 OF THIS CHAPTER.  
24

25 5. "ELECTED OFFICIAL" INCLUDES THE MAYOR AND MEMBERS OF THE CITY  
26 COUNCIL.  
27

28 6. "EMPLOYEE" MEANS AN INDIVIDUAL WHO IS EMPLOYED BY CITY OF  
29 ANNAPOLIS. "EMPLOYEE" DOES NOT INCLUDE AN ELECTED OFFICIAL.  
30

31 7. "FINANCIAL INTEREST" MEANS:

- 32 (A) OWNERSHIP OF ANY INTEREST AS THE RESULT OF WHICH THE  
33 OWNER HAS RECEIVED, WITHIN THE PAST 3 YEARS, OR IS PRESENTLY  
34 RECEIVING, OR IN THE FUTURE IS ENTITLED TO RECEIVE, MORE THAN  
35 \$1,000 PER YEAR ANY COMPENSATION; OR
- 36 (B) OWNERSHIP, OR THE OWNERSHIP OF SECURITIES OF ANY KIND  
37 REPRESENTING OR CONVERTIBLE INTO OWNERSHIP, OF MORE THAN 3  
38 PERCENT OF A BUSINESS ENTITY BY A CITY OFFICIAL OR EMPLOYEE,  
39 OR THE SPOUSE OF AN OFFICIAL OR EMPLOYEE.  
40

41 8. "GIFT" MEANS THE TRANSFER OF ANYTHING OF ECONOMIC VALUE  
42 REGARDLESS OF THE FORM WITHOUT ADEQUATE AND LAWFUL  
43 CONSIDERATION, WHETHER OR NOT IT RELATES TO THE PERFORMANCE OF  
44 OFFICIAL DUTIES. HOWEVER, "GIFT" DOES NOT INCLUDE THE SOLICITATION,  
45 ACCEPTANCE OR RECEIPT OF ANY CAMPAIGN CONTRIBUTIONS REGULATED IN  
46 ACCORDANCE WITH ANY LAW PERTAINING TO THE CONDUCT OF ELECTIONS  
47 OR THE RECEIPT OF POLITICAL CAMPAIGN CONTRIBUTIONS.  
48

49 9. "INTEREST" MEANS ANY LEGAL OR EQUITABLE ECONOMIC INTEREST,  
50 WHETHER OR NOT SUBJECT TO AN ENCUMBRANCE OR A CONDITION, WHICH  
51 WAS OWNED OR HELD, IN WHOLE OR IN PART, JOINTLY OR SEVERALLY,

1 DIRECTLY OR INDIRECTLY. FOR PURPOSES OF 2.08.050 OF THIS CHAPTER,  
2 "INTEREST" APPLIES TO ANY INTERESTS HELD AT ANY TIME DURING THE  
3 CALENDAR YEAR FOR WHICH A REQUIRED STATEMENT IS TO BE FILED.  
4 "INTEREST" DOES NOT INCLUDE:

5 (A) AN INTEREST HELD IN THE CAPACITY OF A PERSONAL AGENT,  
6 REPRESENTATIVE CUSTODIAN, FIDUCIARY, OR TRUSTEE, UNLESS THE  
7 HOLDER HAS AN EQUITABLE INTEREST THEREIN;

8 (B) AN INTEREST IN A TIME OR DEMAND DEPOSIT IN A FINANCIAL  
9 INSTITUTION;

10 (C) AN INTEREST IN AN INSURANCE OR ENDOWMENT POLICY OR  
11 ANNUITY CONTRACT UNDER WHICH AN INSURANCE COMPANY  
12 PROMISES TO PAY A FIXED NUMBER OF DOLLARS EITHER IN A LUMP  
13 SUM OR PERIODICALLY FOR LIFE OR SOME OTHER SPECIFIED PERIOD;

14 (D) A COMMON TRUST FUND OR A TRUST WHICH FORMS PART OF A  
15 PENSION OR PROFIT SHARING PLAN WHICH HAS MORE THAN 25  
16 PARTICIPANTS AND WHICH HAS BEEN DETERMINED BY THE INTERNAL  
17 REVENUE SERVICE TO BE A QUALIFIED TRUST UNDER §§401 AND 501 OF  
18 THE INTERNAL REVENUE CODE OF 1954; OR

19 (E) AN INTEREST IN A CITY PENSION PLAN, CITY DEFERRED  
20 COMPENSATION PLAN OR A COLLEGE SAVINGS PLAN UNDER THE  
21 INTERNAL REVENUE CODE.  
22

23 10. "LOBBYIST" OR "LOBBYING" MEANS THE PERSON OR ACT OF  
24 COMMUNICATING IN THE PRESENCE OF A CITY OFFICIAL OR EMPLOYEE WITH  
25 THE INTENT TO INFLUENCE ANY OFFICIAL ACTION OF THAT OFFICIAL OR  
26 EMPLOYEE; OR THE PERSON OR ACT OF ENGAGING IN ACTIVITIES HAVING THE  
27 EXPRESS PURPOSE OF SOLICITING OTHERS TO COMMUNICATE WITH A CITY  
28 OFFICIAL OR EMPLOYEE WITH THE INTENT TO INFLUENCE THAT OFFICIAL OR  
29 EMPLOYEE; AND WHO EXPENDS (EXCLUSIVE OF PERSONAL TRAVEL AND  
30 SUBSISTENCE) IN EXCESS OF \$250.00 PER CALENDAR YEAR ON FOOD,  
31 ENTERTAINMENT OR GIFTS FOR ANY OFFICIALS OR EMPLOYEES OF THE CITY.  
32

33 11. "OFFICIAL" MEANS AN ELECTED OFFICIAL, AN EMPLOYEE OF THE CITY  
34 DIRECTLY OR BY CONTRACT, OR A PERSON APPOINTED TO OR EMPLOYED BY  
35 A CITY AGENCY, BOARD, COMMISSION, OR SIMILAR ENTITY WHETHER OR NOT  
36 PAID IN WHOLE OR IN PART WITH CITY FUNDS AND WHETHER OR NOT  
37 COMPENSATED.  
38

39 12. "PERSON" INCLUDES ANY NATURAL PERSON, OR BUSINESS ENTITY.  
40

41 13. "RELATIVE", "FAMILY", AND "IMMEDIATE FAMILY" INCLUDE SPOUSE,  
42 SIBLINGS, PARENTS, CHILDREN, AND THEIR SPOUSES.  
43  
44

## 45 **2.08.030 Ethics Commission**

46 A. Composition and Appointment. [There is established an Ethics Commission, which shall be  
47 composed of five members, all of whom shall be residents of the City, appointed by the Mayor,  
48 and confirmed by a majority vote of the City Council. Each member of the Commission shall  
49 serve for a term of three years, or until a successor is appointed and duly qualified, commencing  
50 on March 1st of the year in which appointed. The City Council shall designate the initial terms of

1 the members of the Commission, so that the terms of not more than two members of the  
2 Commission shall expire in any one year. No member of the Commission shall be an elected or  
3 appointed official of the City, or any individual who is otherwise subject to the provisions of this  
4 section of the code.] THE CITY ETHICS COMMISSION IS COMPOSED OF FIVE CITY  
5 RESIDENT MEMBERS WHO ARE NOMINATED BY THE MAYOR AND CONFIRMED BY A  
6 MAJORITY VOTE OF THE CITY COUNCIL WITHIN 30 DAYS OF A NOMINATION. EACH  
7 MEMBER OF THE COMMISSION SHALL SERVE FOR A TERM OF ONE TO FIVE YEARS  
8 FROM THE DATE OF CONFIRMATION SO MEMBER TERMS ARE OVERLAPPING. NO  
9 MEMBER OF THE COMMISSION SHALL BE AN ELECTED OR APPOINTED OFFICIAL OF  
10 THE CITY, OR ANY INDIVIDUAL WHO IS OTHERWISE SUBJECT TO THE PROVISIONS OF  
11 THIS SECTION OF THE CODE. UPON OCCURRENCE OF A VACANCY ON THE  
12 COMMISSION FOR ANY REASON, THE MAYOR SHALL NOMINATE AN INDIVIDUAL TO  
13 FILL THAT POSITION FOR A TERM OF UP TO 5 YEARS. A COMMISSION MEMBER MAY  
14 SERVE UNTIL RE-APPOINTED OR A SUCCESSOR IS APPOINTED. NOTHING HEREIN  
15 SHALL PRECLUDE THE NOMINATION AND CONFIRMATION OF A MEMBER TO SERVE  
16 SUCCESSIVE TERMS.  
17

18 **[B. Duties and Responsibilities.** The Ethics Commission has the following duties and  
19 responsibilities:

- 20 1. To devise, receive and maintain all forms generated by this chapter;
- 21 2. Upon the receipt of a written request from a person who is or may be subject to this  
22 chapter or from a City official who would require the opinion to assist or guide the official in  
23 the performance of the official's duties, to provide a written confidential advisory opinions to  
24 be rendered within sixty days from the receipt of such request unless the circumstances  
25 dictate a more rapid reply. A copy of each decision shall be filed and held in strict  
26 confidence with the Mayor's office. An official or employee who in good faith relies on an  
27 advisory opinion of the Commission shall not be disciplined if the action is found thereafter  
28 to be a violation of this chapter;
- 29 3. To expeditiously process, investigate and make determinations as to complaints filed  
30 by any person alleging violations of this section; provided, that upon the request of any  
31 alleged violator, the Commission shall compel the originating complainant to attend and  
32 testify at investigatory proceedings;
- 33 4. To issue subpoenas, administer oaths and compel the attendance of witnesses and  
34 production of documents at its proceedings;
- 35 5. To conduct a public information program regarding the purposes and application of  
36 this section; and
- 37 6. To take enforcement actions as are authorized by the provisions of Section 2.08.110]

38  
39 **B. THE COMMISSION SHALL ELECT A CHAIRMAN AND VICE CHAIRMAN FOR ONE YEAR**  
40 **TERMS FROM AMONG ITS MEMBERS. THEY MUST BE ELECTED ANNUALLY IN**  
41 **FEBRUARY AND MAY BE REELECTED. THE CHAIRMAN SHALL PROVIDE THE MAYOR**  
42 **AND CITY COUNCIL AN ANNUAL REPORT BY JANUARY 31 FOR THE PRIOR CALENDAR**  
43 **YEAR.**  
44

1 C. DUTIES AND RESPONSIBILITIES. THE COMMISSION SHALL BE ASSISTED IN  
2 CARRYING OUT ITS DUTIES AND RESPONSIBILITIES BY THE CITY ATTORNEY OR, IN  
3 SITUATIONS WHERE THERE IS A POTENTIAL CONFLICT OF INTEREST, MAY USE  
4 OTHER LEGAL COUNSEL. THE ETHICS COMMISSION HAS THE FOLLOWING DUTIES  
5 AND RESPONSIBILITIES:  
6

7 1. TO DEVELOP ALL FORMS REQUIRED BY THIS CHAPTER. COMPLETED  
8 COPIES OF SUCH FORMS SHALL BE REVIEWED BY THE COMMISSION FOR  
9 COMPLIANCE WITH THIS CHAPTER AND RETAINED BY THE CITY ATTORNEY'S  
10 OFFICE;  
11

12 2. TO RECEIVE AND RESPOND TO WRITTEN REQUESTS FROM ANY PERSON  
13 WHO IS SUBJECT TO OR WHO MAY BE SUBJECT TO THE PROVISIONS OF THIS  
14 CHAPTER FOR AN OPINION, ASSISTANCE, OR GUIDANCE IN INTERPRETING THE  
15 REQUIREMENTS OF THIS CHAPTER. ADVISORY OPINIONS MAY ALSO BE  
16 PROVIDED IN RESPONSE TO QUESTIONS FROM ANY PERSON INTERESTED IN  
17 MAINTAINING HIGH ETHICAL STANDARDS OF CONDUCT WITHIN THE CITY  
18 GOVERNMENT. SUCH ADVISORY OPINIONS OF THE ETHICS COMMISSION  
19 SHALL BE PROVIDED IN A TIMELY MANNER IN WRITING WITH A COPY FILED IN  
20 THE CITY ATTORNEY'S OFFICE. EXTRACTS FROM OR SUMMARIES OF  
21 ADVISORY OPINIONS MAY BE MADE PUBLIC AT THE DISCRETION OF THE  
22 ETHICS COMMISSION. THE COMMISSION SHALL REDACT THE OPINION BY  
23 DELETING THE NAME OF THE PERSON SUBJECT TO THE OPINION AND, TO THE  
24 FULLEST EXTENT POSSIBLE, ANY OTHER INFORMATION THAT MAY IDENTIFY  
25 THE PERSON WHO IS SUBJECT OF THE OPINION IF SUCH INFORMATION IS NOT  
26 MATERIAL. IF AN ADVISORY OPINION IS NOT MADE PUBLIC BY THE ETHICS  
27 COMMISSION, THE OPINION AND THE IDENTITY OF THE PERSON SUBJECT TO  
28 THE OPINION SHALL BE CONFIDENTIAL AND MAY NOT OTHERWISE BE  
29 REVEALED. ANY OFFICIAL OR EMPLOYEE WHO IN GOOD FAITH RELIES ON AN  
30 ADVISORY OPINION OF THE COMMISSION SHALL NOT BE DISCIPLINED IF THE  
31 ACTION IS FOUND THEREAFTER TO BE A VIOLATION OF THIS CHAPTER;  
32

33 3. TO EXPEDITIOUSLY PROCESS, INVESTIGATE AND MAKE DETERMINATIONS  
34 AS TO COMPLAINTS INITIATED BY A MAJORITY OF THE COMMISSION OR FILED  
35 BY ANY PERSON ALLEGING VIOLATION OF THE PROVISIONS OF THIS CHAPTER;  
36

37 4. TO ISSUE SUBPOENAS, ADMINISTER OATHS AND COMPEL THE ATTENDANCE  
38 OF WITNESSES AND PRODUCTION OF DOCUMENTS AT ITS PROCEEDINGS;  
39

40 5. TO TAKE ENFORCEMENT ACTIONS AS ARE AUTHORIZED BY THE  
41 PROVISIONS OF SECTION 2.08.100;  
42

43 6. TO PROVIDE THE CITY'S DEPARTMENT OF HUMAN RESOURCES WITH  
44 INFORMATION CONCERNING THE PURPOSE AND IMPLEMENTATION OF THIS  
45 CHAPTER SO THEY MAY ENSURE THAT ALL CITY OFFICIALS AND EMPLOYEES  
46 ARE AWARE OF THEIR RESPONSIBILITY FOR MAINTAINING HIGH ETHICAL  
47 STANDARDS IN CONDUCTING THE BUSINESS OF THE CITY; AND  
48

49 7. THE ETHICS COMMISSION SHALL ADOPT PROCEDURES FOR THE CONDUCT  
50 OF ITS BUSINESS IN ACCORDANCE WITH THIS CHAPTER, AND SUCH  
51 PROCEDURES SHALL BE AVAILABLE TO THE PUBLIC.

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**2.08.040 PROHIBITED Conduct and Interests**

[No elected or appointed official, employee, or appointee of the City shall engage in any of the following acts, which are deemed to be conflicts of interest:

A. Participating on behalf of the City in any matter which would have a direct financial impact, as distinguished from the public generally, on the employee, official or appointee, the employee's, official's or appointee's spouse or independent child, or a business entity with which the employee, official or appointee is affiliated;

B. Holding or acquiring an interest of fifty percent or more in a business entity that has or is negotiating a contract of one thousand dollars or more with the City, or is regulated by the employee's, official's or appointee's agency, except as may be exempted by the Commission where the interest is disclosed pursuant to the provisions of this chapter;

C. While being employed by a business entity that has or is negotiating a contract of more than one thousand dollars with the City, or is regulated by the employee's, official's or appointee's agency, is normally to be construed as a conflict of interest through the framework of this chapter, the elected or appointed official may either be exempted by the Commission pursuant to the provisions of this chapter, or otherwise refrain from participating in any decisionmaking matter or process between the City and the business entity;

D. Holding any outside employment relationship that would impair the employee's impartiality or independence of judgment;

E. Representing any party, for a contingent fee, before any department, agency or decisionmaking body of the City;

F. Acting as a compensated representative of any other person, firm or organization, within one year following termination of City employment or service, in connection with any specific matter pending before the City in which the person participated substantially as a City official or employee;

G. Soliciting any gift, or accepting any gift which would tend to impair the impartiality and independence of judgment of the person receiving it, or would give the appearance of doing so, or the recipient believes or has reason to believe that it is designed to do so, with the following exceptions:

1. Meals and beverages,
2. Ceremonial gifts or awards which have insignificant monetary value,
3. Gifts of nominal value or trivial items of informational value,
4. Reasonable expenses for food, travel, lodging, and scheduled entertainment of the official and spouse or the employee and spouse for a meeting which is given in return for participation in a panel or speaking engagement at the meeting,
5. Gifts of tickets or free admission to attend professional or intercollegiate sporting

1 events or charitable, cultural or political events, if the purpose of the gift or admission  
2 is a courtesy,

3 6. A specific gift or class of gifts which the City Council, by resolution, exempts  
4 from the operation of this subsection upon a finding, in writing, that the acceptance of  
5 the gift or class of gifts would not be detrimental to the impartial conduct of the  
6 business of the City and that the gift is purely personal and private in nature,

7 7. Gifts from a person related by blood or marriage, or a member of his household,

8 8. Honoraria, or

9 9. Gifts which would not present a conflict of interest as determined by the Ethics  
10 Commission;

11 H. Use of confidential information acquired in his official position with the City for his own  
12 benefit or the benefit of another person;

13 I. Intentional use of the prestige of his office for his own private gain or the private gain  
14 of another person. The performance of usual and customary constituent services, without  
15 additional compensation, does not constitute the use of the prestige of office, within the  
16 meaning of this subsection. ]

17  
18 A. PARTICIPATION PROHIBITIONS.

19  
20 1. EXCEPT AS PERMITTED BY COMMISSION REGULATION OR OPINION, AN  
21 OFFICIAL OR EMPLOYEE MAY NOT PARTICIPATE IN:

22 (A) EXCEPT IN THE EXERCISE OF AN ADMINISTRATIVE OR MINISTERIAL  
23 DUTY THAT DOES NOT AFFECT THE DISPOSITION OR DECISION OF THE  
24 MATTER, ANY MATTER IN WHICH, TO THE KNOWLEDGE OF THE OFFICIAL  
25 OR EMPLOYEE, THE OFFICIAL OR EMPLOYEE OR A QUALIFIED RELATIVE  
26 OF THE OFFICIAL OR EMPLOYEE HAS AN INTEREST.

27 (B) EXCEPT IN THE EXERCISE OF AN ADMINISTRATIVE OR MINISTERIAL  
28 DUTY THAT DOES NOT AFFECT THE DISPOSITION OR DECISION WITH  
29 RESPECT TO THE MATTER ANY MATTER IN WHICH ANY OF THE  
30 FOLLOWING IS A PARTY:

31 (1) A BUSINESS ENTITY IN WHICH THE OFFICIAL OR EMPLOYEE  
32 HAS A DIRECT FINANCIAL INTEREST OF WHICH THE OFFICIAL OR  
33 EMPLOYEE MAY REASONABLY BE EXPECTED TO KNOW;

34 (2) A BUSINESS ENTITY FOR WHICH THE OFFICIAL, EMPLOYEE, OR  
35 A QUALIFIED RELATIVE OF THE OFFICIAL OR EMPLOYEE IS AN  
36 OFFICER, DIRECTOR, TRUSTEE, PARTNER, OR EMPLOYEE;

37 (3) A BUSINESS ENTITY WITH WHICH THE OFFICIAL OR EMPLOYEE  
38 OR, TO THE KNOWLEDGE OF THE OFFICIAL OR EMPLOYEE, A  
39 QUALIFIED RELATIVE IS NEGOTIATING EMPLOYMENT OR HAS ANY  
40 ARRANGEMENT CONCERNING PROSPECTIVE EMPLOYMENT;

41 (4) IF THE CONTRACT REASONABLY COULD BE EXPECTED TO  
42 RESULT IN A CONFLICT BETWEEN THE PRIVATE INTERESTS OF  
43 THE OFFICIAL OR EMPLOYEE AND THE OFFICIAL DUTIES OF THE  
44 OFFICIAL OR EMPLOYEE, A BUSINESS ENTITY THAT IS A PARTY  
45 TO AN EXISTING CONTRACT WITH THE OFFICIAL OR EMPLOYEE,

1 OR WHICH, TO THE KNOWLEDGE OF THE OFFICIAL OR EMPLOYEE,  
2 IS A PARTY TO A CONTRACT WITH A QUALIFIED RELATIVE;

3 (5) AN ENTITY, DOING BUSINESS WITH THE CITY IN WHICH A  
4 DIRECT FINANCIAL INTEREST IS OWNED BY ANOTHER ENTITY IN  
5 WHICH THE OFFICIAL OR EMPLOYEE HAS A DIRECT FINANCIAL  
6 INTEREST, IF THE OFFICIAL OR EMPLOYEE MAY BE REASONABLY  
7 EXPECTED TO KNOW OF BOTH DIRECT FINANCIAL INTERESTS; OR

8 (6) A BUSINESS ENTITY THAT:

9 I. THE OFFICIAL OR EMPLOYEE KNOWS IS A CREDITOR OR  
10 OBLIGEE OF THE OFFICIAL OR EMPLOYEE OR A QUALIFIED  
11 RELATIVE OF THE OFFICIAL OR EMPLOYEE WITH RESPECT  
12 TO A THING OF ECONOMIC VALUE; AND

13 II. AS A CREDITOR OR OBLIGEE IS IN A POSITION TO  
14 DIRECTLY AND SUBSTANTIALLY AFFECT THE INTEREST OF  
15 THE OFFICIAL OR EMPLOYEE OR A QUALIFIED RELATIVE OF  
16 THE OFFICIAL OR EMPLOYEE.

17  
18 2. A PERSON WHO IS DISQUALIFIED FROM PARTICIPATING UNDER  
19 PARAGRAPH A1 OF THIS SUBSECTION SHALL DISCLOSE THE NATURE AND  
20 CIRCUMSTANCES OF THE CONFLICT AND MAY PARTICIPATE OR ACT IF:

21 (A) THE DISQUALIFICATION LEAVES A BODY WITH LESS THAN A QUORUM  
22 CAPABLE OF ACTING;

23 (B) THE DISQUALIFIED OFFICIAL OR EMPLOYEE IS REQUIRED BY LAW TO  
24 ACT; OR

25 (C) THE DISQUALIFIED OFFICIAL OR EMPLOYEE IS THE ONLY PERSON  
26 AUTHORIZED TO ACT.

27  
28 3. THE PROHIBITIONS OF PARAGRAPH 1 OF THIS SUBSECTION DO NOT APPLY  
29 IF PARTICIPATION IS ALLOWED BY REGULATION OR OPINION OF THE  
30 COMMISSION.

31  
32 B. EMPLOYMENT AND FINANCIAL INTEREST RESTRICTIONS.

33  
34 1. EXCEPT AS PERMITTED BY REGULATION OF THE COMMISSION WHEN THE  
35 INTEREST IS DISCLOSED OR WHEN THE EMPLOYMENT DOES NOT CREATE A  
36 CONFLICT OF INTEREST OR APPEARANCE OF CONFLICT, AN OFFICIAL OR  
37 EMPLOYEE MAY NOT:

38 (A) BE EMPLOYED BY OR HAVE A FINANCIAL INTEREST IN ANY ENTITY:

39 (1) SUBJECT TO THE AUTHORITY OF THE OFFICIAL OR EMPLOYEE  
40 OR THE CITY AGENCY, BOARD, OR COMMISSION WITH WHICH THE  
41 OFFICIAL OR EMPLOYEE IS AFFILIATED; OR

42 (2) THAT IS NEGOTIATING OR HAS ENTERED A CONTRACT WITH  
43 THE AGENCY, BOARD, OR COMMISSION WITH WHICH THE  
44 OFFICIAL OR EMPLOYEE IS AFFILIATED; OR

45 (B) HOLD ANY OTHER EMPLOYMENT RELATIONSHIP THAT WOULD  
46 IMPAIR THE IMPARTIALITY OR INDEPENDENCE OF JUDGMENT OF THE  
47 OFFICIAL OR EMPLOYEE.

48  
49 2. THE PROHIBITIONS OF PARAGRAPH 1 OF THE SUBSECTION DO NOT APPLY  
50 TO:

1 (A) AN OFFICIAL OR EMPLOYEE WHO IS APPOINTED TO A REGULATORY  
2 OR LICENSING AUTHORITY PURSUANT TO A STATUTORY REQUIREMENT  
3 THAT PERSONS SUBJECT TO THE JURISDICTION OF THE AUTHORITY BE  
4 REPRESENTED IN APPOINTMENTS TO THE AUTHORITY;

5 (B) SUBJECT TO OTHER PROVISIONS OF LAW, A MEMBER OF A BOARD  
6 OR COMMISSION IN REGARD TO A FINANCIAL INTEREST OR  
7 EMPLOYMENT HELD AT THE TIME OF APPOINTMENT, PROVIDED THE  
8 FINANCIAL INTEREST OR EMPLOYMENT IS PUBLICLY DISCLOSED TO THE  
9 APPOINTING AUTHORITY AND THE COMMISSION;

10 (C) AN OFFICIAL OR EMPLOYEE WHOSE DUTIES ARE MINISTERIAL, IF  
11 THE PRIVATE EMPLOYMENT OR FINANCIAL INTEREST DOES NOT  
12 CREATE A CONFLICT OF INTEREST OR THE APPEARANCE OF A  
13 CONFLICT OF INTEREST, AS PERMITTED AND IN ACCORDANCE WITH  
14 REGULATIONS ADOPTED BY THE COMMISSION; OR

15 (D) EMPLOYMENT OR FINANCIAL INTERESTS ALLOWED BY REGULATION  
16 OF THE COMMISSION IF THE EMPLOYMENT DOES NOT CREATE A  
17 CONFLICT OF INTEREST OR THE APPEARANCE OF A CONFLICT OF  
18 INTEREST OR THE FINANCIAL INTEREST IS DISCLOSED.

19  
20 C. POST-EMPLOYMENT LIMITATIONS AND RESTRICTIONS.

21  
22 1. A FORMER OFFICIAL OR EMPLOYEE MAY NOT ASSIST OR REPRESENT ANY  
23 PARTY OTHER THAN THE CITY IN A CASE, CONTRACT, OR OTHER SPECIFIC  
24 MATTER INVOLVING THE CITY IF THAT MATTER IS ONE IN WHICH THE FORMER  
25 OFFICIAL OR EMPLOYEE SIGNIFICANTLY PARTICIPATED AS AN OFFICIAL OR  
26 EMPLOYEE.

27  
28 2. FOR A PERIOD OF 1 YEAR AFTER AN ELECTED OFFICIAL LEAVES OFFICE, A  
29 FORMER MEMBER OF THE CITY COUNCIL MAY NOT ASSIST OR REPRESENT  
30 ANOTHER PARTY IN A MATTER THAT IS THE SUBJECT OF LEGISLATIVE ACTION.

31  
32 D. CONTINGENT COMPENSATION. EXCEPT IN A JUDICIAL OR QUASI-JUDICIAL  
33 PROCEEDING, AN OFFICIAL OR EMPLOYEE MAY NOT ASSIST OR REPRESENT A PARTY  
34 FOR CONTINGENT COMPENSATION IN ANY MATTER BEFORE OR INVOLVING THE CITY.

35  
36 E. USE OF PRESTIGE OF OFFICE.

37  
38 1. AN OFFICIAL OR EMPLOYEE MAY NOT INTENTIONALLY USE THE PRESTIGE  
39 OF OFFICE OR PUBLIC POSITION FOR THE PRIVATE GAIN OF THAT OFFICIAL OR  
40 EMPLOYEE OR THE PRIVATE GAIN OF ANOTHER.

41  
42 2. THIS SUBSECTION DOES NOT PROHIBIT THE PERFORMANCE OF USUAL AND  
43 CUSTOMARY CONSTITUENT SERVICES BY AN ELECTED OFFICIAL WITHOUT  
44 ADDITIONAL COMPENSATION.

45  
46 F. SOLICITATION AND ACCEPTANCE OF GIFTS.

47  
48 1. AN OFFICIAL OR EMPLOYEE MAY NOT SOLICIT ANY GIFT.

1 2. AN OFFICIAL OR EMPLOYEE MAY NOT DIRECTLY SOLICIT OR FACILITATE  
2 THE SOLICITATION OF A GIFT, ON BEHALF OF ANOTHER PERSON, FROM AN  
3 INDIVIDUAL REGULATED LOBBYIST.  
4

5 3. AN OFFICIAL OR EMPLOYEE MAY NOT KNOWINGLY ACCEPT A GIFT,  
6 DIRECTLY OR INDIRECTLY, FROM A PERSON THAT THE OFFICIAL OR  
7 EMPLOYEE KNOWS OR HAS REASON TO KNOW:

8 (A) IS DOING BUSINESS WITH OR SEEKING TO DO BUSINESS WITH THE  
9 CITY OFFICE, AGENCY, BOARD, OR COMMISSION WITH WHICH THE  
10 OFFICIAL OR EMPLOYEE IS AFFILIATED;

11 (B) HAS FINANCIAL INTERESTS THAT MAY BE SUBSTANTIALLY AND  
12 MATERIALLY AFFECTED, IN A MANNER DISTINGUISHABLE FROM THE  
13 PUBLIC GENERALLY, BY THE PERFORMANCE OR NONPERFORMANCE OF  
14 THE OFFICIAL DUTIES OF THE OFFICIAL OR EMPLOYEE;

15 (C) IS ENGAGED IN AN ACTIVITY REGULATED OR CONTROLLED BY THE  
16 OFFICIAL'S OR EMPLOYEE'S GOVERNMENTAL UNIT; OR

17 (D) IS A LOBBYIST WITH RESPECT TO MATTERS WITHIN THE  
18 JURISDICTION OF THE OFFICIAL OR EMPLOYEE.  
19

20 4. ACCEPTABLE GIFTS.

21 (A) THIS PARAGRAPH DOES NOT APPLY TO A GIFT:

22 (1) THAT WOULD TEND TO IMPAIR THE IMPARTIALITY AND THE  
23 INDEPENDENCE OF JUDGMENT OF THE OFFICIAL OR EMPLOYEE  
24 RECEIVING THE GIFT;

25 (2) OF SIGNIFICANT VALUE THAT WOULD GIVE THE APPEARANCE  
26 OF IMPAIRING THE IMPARTIALITY AND INDEPENDENCE OF  
27 JUDGMENT OF THE OFFICIAL OR EMPLOYEE; OR

28 (3) OF SIGNIFICANT VALUE THAT THE RECIPIENT OFFICIAL OR  
29 EMPLOYEE BELIEVES OR HAS REASON TO BELIEVE IS DESIGNED  
30 TO IMPAIR THE IMPARTIALITY AND INDEPENDENCE OF JUDGMENT  
31 OF THE OFFICIAL OR EMPLOYEE.

32 (B) NOTWITHSTANDING PARAGRAPH 3 OF THIS SUBSECTION, AN  
33 OFFICIAL OR EMPLOYEE MAY ACCEPT THE FOLLOWING:

34 (1) MEALS AND BEVERAGES COSTING LESS THAN \$35.00 FROM  
35 ANY ONE PERSON IN THE CALENDAR YEAR IF CONSUMED IN THE  
36 PRESENCE OF THE DONOR OR SPONSORING ENTITY;

37 (2) CEREMONIAL GIFTS OR AWARDS THAT HAVE INSIGNIFICANT  
38 MONETARY VALUE;

39 (3) UNSOLICITED GIFTS OF NOMINAL VALUE THAT DO NOT  
40 EXCEED \$20 IN COST OR TRIVIAL ITEMS OF INFORMATIONAL  
41 VALUE;

42 (4) REASONABLE EXPENSES FOR FOOD, TRAVEL, LODGING, AND  
43 SCHEDULED ENTERTAINMENT OF THE OFFICIAL OR THE  
44 EMPLOYEE AT A MEETING WHICH IS GIVEN IN RETURN FOR THE  
45 PARTICIPATION OF THE OFFICIAL OR EMPLOYEE IN A PANEL OR  
46 SPEAKING ENGAGEMENT AT THE MEETING;

47 (5) GIFTS OF TICKETS OR FREE ADMISSION EXTENDED TO AN  
48 ELECTED OFFICIAL TO ATTEND A CHARITABLE, CULTURAL, OR  
49 POLITICAL EVENT (ACCEPTANCE OF TICKETS TO PROFESSIONAL  
50 OR INTERCOLLEGIATE SPORTING EVENTS IS PROHIBITED  
51 UNLESS PROVIDED BY A GOVERNMENT OFFICIAL, AGENCY, OR

1 ENTITY THEREOF), IF THE PURPOSE OF THIS GIFT OR ADMISSION  
2 IS A COURTESY OR CEREMONY EXTENDED TO THE ELECTED  
3 OFFICIAL'S OFFICE;

4 (6) A SPECIFIC GIFT OR CLASS OF GIFTS THAT THE COMMISSION  
5 EXEMPTS FROM THE OPERATION OF THIS SUBSECTION UPON A  
6 FINDING, IN WRITING, THAT ACCEPTANCE OF THE GIFT OR CLASS  
7 OF GIFTS WOULD NOT BE DETRIMENTAL TO THE IMPARTIAL  
8 CONDUCT OF THE BUSINESS OF THE CITY AND THAT THE GIFT IS  
9 PURELY PERSONAL AND PRIVATE IN NATURE;

10 (7) GIFTS FROM A PERSON RELATED TO THE OFFICIAL OR  
11 EMPLOYEE BY BLOOD OR MARRIAGE, OR ANY OTHER INDIVIDUAL  
12 WHO IS A MEMBER OF THE HOUSEHOLD OF THE OFFICIAL OR  
13 EMPLOYEE; OR

14 (8) HONORARIA FOR SPEAKING TO OR PARTICIPATING IN A  
15 MEETING, PROVIDED THAT THE OFFERING OF THE HONORARIUM  
16 IS IN NO WAY RELATED TO THE OFFICIAL'S OR EMPLOYEE'S  
17 OFFICIAL POSITION.  
18

19 G. DISCLOSURE OF CONFIDENTIAL INFORMATION. OTHER THAN IN THE DISCHARGE  
20 OF OFFICIAL DUTIES, AN OFFICIAL OR EMPLOYEE MAY NOT DISCLOSE OR USE  
21 CONFIDENTIAL INFORMATION, THAT THE OFFICIAL OR EMPLOYEE ACQUIRED BY  
22 REASON OF THE OFFICIAL'S OR EMPLOYEE'S PUBLIC POSITION AND THAT IS NOT  
23 AVAILABLE TO THE PUBLIC, FOR THE ECONOMIC BENEFIT OF THE OFFICIAL OR  
24 EMPLOYEE OR THAT OF ANOTHER PERSON.  
25

26 H. PARTICIPATION IN PROCUREMENT.  
27

28 1. AN INDIVIDUAL OR A PERSON THAT EMPLOYS AN INDIVIDUAL WHO ASSISTS  
29 A CITY AGENCY OR UNIT IN THE DRAFTING OF SPECIFICATIONS, AN INVITATION  
30 FOR BIDS, OR A REQUEST FOR PROPOSALS FOR A PROCUREMENT MAY NOT  
31 SUBMIT A BID OR PROPOSAL FOR THAT PROCUREMENT, OR ASSIST OR  
32 REPRESENT ANOTHER PERSON, DIRECTLY OR INDIRECTLY, WHO IS  
33 SUBMITTING A BID OR PROPOSAL FOR THE PROCUREMENT.  
34

35 2. THE COMMISSION MAY ESTABLISH EXEMPTIONS FROM THE REQUIREMENTS  
36 OF THIS SECTION FOR PROVIDING DESCRIPTIVE LITERATURE, SOLE SOURCE  
37 PROCUREMENTS, AND WRITTEN COMMENTS SOLICITED BY THE PROCURING  
38 AGENCY.  
39  
40

41 **2.08.050 Financial Disclosure for Elected OFFICIALS AND CANDIDATES FOR**  
42 **ELECTED OFFICE**

43 [All elected and appointed officials of the City and all other persons specified in subsection A of  
44 this section shall file annually, not later than January 31st of each calendar year during which  
45 they are subject to the filing requirements of this section, a statement of financial interests with  
46 the Commission, containing the information required by the provisions of this section and  
47 Sections 2.08.060 and 2.08.070, for the calendar year immediately preceding.

48 A. Officials and Employees. All elected municipal officials or those appointed to fill the  
49 vacant office of an elected municipal official, exempt service positions as established in

1 Section 3.08.010, excluding contractual or temporary positions, public works bureau chiefs,  
2 public works inspectors, purchasing agent, firefighters whose primary duties are the  
3 enforcement of fire codes, members of the Board of Appeals, members of the alcoholic  
4 beverage control board, members of the Planning Commission, members of the Historic  
5 District Commission, members of the Ethics Commission, port wardens, members of the  
6 Board of Supervisors of Election, members of the building Board of Appeals, members of  
7 the Plumbing Inspectors Committee and all candidates for elective municipal office are  
8 required to file the statements provided for in this section. The City Council, by resolution,  
9 may require persons holding positions compensated in whole or in part by public funds to  
10 disclose annually, and within thirty days of confirmed appointment, as public records, such  
11 relevant information concerning their financial affairs as may be deemed necessary to  
12 promote the continued trust and confidence of the people in the municipal government.

13 B. Candidates.

14 1. Except for an elected or an appointed official who has already filed a statement  
15 for the same year, each candidate for election to a municipal office shall file with the  
16 Commission, at or before the same time that person's certificate of candidacy is filed,  
17 the statement required by this subsection, for the calendar year immediately  
18 preceding the year in which that certificate of candidacy is filed.

19 2. If the certificate of candidacy is filed prior to January 31st of the year in which  
20 the election is held, the candidate, on or before the last day for the withdrawal of  
21 candidacy, shall file a supplementary statement for the calendar year immediately  
22 preceding the election; and if the candidate fails to do so, after written notice of the  
23 obligation, given at least twenty days prior to the last day for the withdrawal of  
24 candidacy, the candidate shall be deemed to have withdrawn the candidacy.

25 3. The municipality shall not accept any certificate of candidacy unless a statement  
26 in proper form has been filed.

27 C. Availability to Public. All statements filed pursuant to this subsection shall be  
28 maintained by the Commission and shall be made available during normal office hours, for  
29 examination and copying by the public. All statements shall be retained as public records  
30 for at least four years from the date of their receipt by the Commission.

31 D. Forms. The Commission shall provide forms for use in the filing of statements  
32 required by this subsection to the persons required to file statements.]  
33

34 A. THIS SECTION APPLIES TO ALL ELECTED OFFICIALS AND CANDIDATES FOR  
35 ELECTED OFFICE:

36 B. EXCEPT AS PROVIDED IN SUBSECTION D OF THIS SECTION, AN ELECTED OFFICIAL  
37 OR A CANDIDATE TO BE AN ELECTED OFFICIAL SHALL FILE THE FINANCIAL  
38 DISCLOSURE STATEMENT REQUIRED UNDER THIS SUBSECTION:  
39

40 1. ON A FORM PROVIDED BY THE COMMISSION;

41 2. UNDER OATH OR AFFIRMATION; AND  
42

43 3. WITH THE COMMISSION.  
44

45 C. DEADLINES FOR FILING STATEMENTS.  
46

1  
2 1. AN INCUMBENT OFFICIAL SHALL FILE A FINANCIAL DISCLOSURE STATEMENT  
3 ANNUALLY NO LATER THAN JANUARY 31 OF EACH YEAR FOR THE PRECEDING  
4 CALENDAR YEAR.

5  
6 2. AN OFFICIAL WHO IS APPOINTED TO FILL A VACANCY IN AN OFFICE FOR  
7 WHICH A FINANCIAL DISCLOSURE STATEMENT IS REQUIRED AND WHO HAS  
8 NOT ALREADY FILED A FINANCIAL DISCLOSURE STATEMENT SHALL FILE A  
9 STATEMENT FOR THE PRECEDING CALENDAR YEAR WITHIN 30 DAYS AFTER  
10 APPOINTMENT.

11  
12 3. OFFICIALS LEAVING OFFICE.

13 (A) AN INDIVIDUAL WHO, OTHER THAN BY REASON OF DEATH, LEAVES  
14 AN OFFICE FOR WHICH A STATEMENT IS REQUIRED SHALL FILE A  
15 STATEMENT WITHIN 60 DAYS AFTER LEAVING THE OFFICE.

16 (B) THE STATEMENT SHALL COVER:

17 (1) THE CALENDAR YEAR IMMEDIATELY PRECEDING THE YEAR IN  
18 WHICH THE INDIVIDUAL LEFT OFFICE, UNLESS A STATEMENT  
19 COVERING THAT YEAR HAS ALREADY BEEN FILED BY THE  
20 INDIVIDUAL; AND

21 (2) THE PORTION OF THE CURRENT CALENDAR YEAR DURING  
22 WHICH THE INDIVIDUAL HELD THE OFFICE.

23  
24 D. CANDIDATES TO BE ELECTED OFFICIALS.

25  
26 1. EXCEPT FOR AN OFFICIAL WHO HAS FILED A FINANCIAL DISCLOSURE  
27 STATEMENT UNDER ANOTHER PROVISION OF THIS SECTION FOR THE  
28 REPORTING PERIOD, A CANDIDATE TO BE AN ELECTED OFFICIAL SHALL FILE A  
29 FINANCIAL DISCLOSURE STATEMENT EACH YEAR BEGINNING WITH THE YEAR  
30 IN WHICH THE CERTIFICATE OF CANDIDACY IS FILED THROUGH THE YEAR OF  
31 THE ELECTION.

32  
33 2. A CANDIDATE TO BE AN ELECTED OFFICIAL SHALL FILE A STATEMENT  
34 REQUIRED UNDER THIS SECTION:

35 (A) IN THE YEAR THE CERTIFICATE OF CANDIDACY IS FILED, NO LATER  
36 THAN THE FILING OF THE CERTIFICATE OF CANDIDACY;

37 (B) IN THE YEAR OF THE ELECTION, ON OR BEFORE THE EARLIER OF  
38 APRIL 30 OR THE LAST DAY FOR THE WITHDRAWAL OF CANDIDACY; AND

39 (C) IN ALL OTHER YEARS FOR WHICH A STATEMENT IS REQUIRED, ON  
40 OR BEFORE APRIL 30.

41  
42 3. A CANDIDATE TO BE AN ELECTED OFFICIAL:

43 (A) MAY FILE THE STATEMENT REQUIRED UNDER SUBSECTION D2(A) OF  
44 THIS SECTION WITH THE CITY CLERK OR BOARD OF ELECTION  
45 SUPERVISORS WITH THE CERTIFICATE OF CANDIDACY OR WITH THE  
46 COMMISSION PRIOR TO FILING THE CERTIFICATE OF CANDIDACY; AND

47 (B) SHALL FILE THE STATEMENTS REQUIRED UNDER SUBSECTION D2(B)  
48 AND D2(C) OF THIS SECTION WITH THE COMMISSION.

49  
50 4. IF A CANDIDATE FAILS TO FILE A STATEMENT REQUIRED BY THIS SECTION  
51 AFTER WRITTEN NOTICE IS PROVIDED BY THE CITY CLERK OR BOARD OF

1 ELECTION SUPERVISORS AT LEAST 20 DAYS BEFORE THE LAST DAY FOR THE  
2 WITHDRAWAL OF CANDIDACY, THE CANDIDATE IS DEEMED TO HAVE  
3 WITHDRAWN THE CANDIDACY.  
4

5 5. THE CITY CLERK OR BOARD OF ELECTION SUPERVISORS MAY NOT ACCEPT  
6 ANY CERTIFICATE OF CANDIDACY UNLESS A STATEMENT REQUIRED UNDER  
7 THIS SECTION HAS BEEN FILED IN PROPER FORM.  
8

9 6. WITHIN 30 DAYS OF THE RECEIPT OF A STATEMENT REQUIRED UNDER THIS  
10 SECTION, THE CITY CLERK OR BOARD OF ELECTION SUPERVISORS SHALL  
11 FORWARD THE STATEMENT TO THE COMMISSION.  
12

13 E. PUBLIC RECORD.

14  
15 1. THE CITY ATTORNEY'S OFFICE SHALL MAINTAIN ALL FINANCIAL DISCLOSURE  
16 STATEMENTS FILED UNDER THIS SECTION.  
17

18 2. THE CITY ATTORNEY'S OFFICE SHALL MAKE FINANCIAL DISCLOSURE  
19 STATEMENTS AVAILABLE DURING NORMAL OFFICE HOURS FOR EXAMINATION  
20 AND COPYING BY THE PUBLIC, SUBJECT TO REASONABLE FEES AND  
21 ADMINISTRATIVE PROCEDURES ESTABLISHED BY THE COMMISSION.  
22

23 3. IF AN INDIVIDUAL EXAMINES OR COPIES A FINANCIAL DISCLOSURE  
24 STATEMENT, THE CITY ATTORNEY'S OFFICE SHALL RECORD:

25 (A) THE NAME AND HOME ADDRESS OF THE INDIVIDUAL REVIEWING OR  
26 COPYING THE STATEMENT; AND

27 (B) THE NAME OF THE PERSON WHOSE FINANCIAL DISCLOSURE  
28 STATEMENT WAS EXAMINED OR COPIED.  
29

30 4. UPON REQUEST BY THE INDIVIDUAL WHOSE FINANCIAL DISCLOSURE  
31 STATEMENT WAS EXAMINED OR COPIED, THE CITY ATTORNEY'S OFFICE SHALL  
32 PROVIDE THE OFFICIAL OR EMPLOYEE WITH A COPY OF THE NAME AND HOME  
33 ADDRESS OF THE PERSON WHO REVIEWED THE OFFICIAL'S OR EMPLOYEE'S  
34 FINANCIAL DISCLOSURE STATEMENT.  
35

36 F. RETENTION REQUIREMENTS. THE CITY ATTORNEY'S OFFICE SHALL RETAIN  
37 FINANCIAL DISCLOSURE STATEMENTS FOR FOUR YEARS FROM THE DATE OF  
38 RECEIPT.  
39

40 G. CONTENTS OF STATEMENT.

41  
42 1. INTERESTS IN REAL PROPERTY.

43 (A) A STATEMENT FILED UNDER THIS SECTION SHALL INCLUDE A  
44 SCHEDULE OF ALL INTERESTS IN REAL PROPERTY WHEREVER  
45 LOCATED.

46 (B) FOR EACH INTEREST IN REAL PROPERTY, THE SCHEDULE SHALL  
47 INCLUDE:

48 (1) THE NATURE OF THE PROPERTY AND THE LOCATION BY  
49 STREET ADDRESS, MAILING ADDRESS, OR LEGAL DESCRIPTION  
50 OF THE PROPERTY;

- 1 (2) THE NATURE AND EXTENT OF THE INTEREST HELD, INCLUDING  
2 ANY CONDITIONS AND ENCUMBRANCES ON THE INTEREST;  
3 (3) THE DATE WHEN, THE MANNER IN WHICH, AND THE IDENTITY  
4 OF THE PERSON FROM WHOM THE INTEREST WAS ACQUIRED;  
5 (4) THE NATURE AND AMOUNT OF THE CONSIDERATION GIVEN IN  
6 EXCHANGE FOR THE INTEREST OR, IF ACQUIRED OTHER THAN BY  
7 PURCHASE, THE FAIR MARKET VALUE OF THE INTEREST AT THE  
8 TIME ACQUIRED;  
9 (5) IF ANY INTEREST WAS TRANSFERRED, IN WHOLE OR IN PART,  
10 AT ANY TIME DURING THE REPORTING PERIOD, A DESCRIPTION  
11 OF THE INTEREST TRANSFERRED, THE NATURE AND AMOUNT OF  
12 THE CONSIDERATION RECEIVED FOR THE INTEREST, AND THE  
13 IDENTITY OF THE PERSON TO WHOM THE INTEREST WAS  
14 TRANSFERRED; AND  
15 (6) THE IDENTITY OF ANY OTHER PERSON WITH AN INTEREST IN  
16 THE PROPERTY.  
17

18 2. INTERESTS IN CORPORATIONS AND PARTNERSHIPS.

19 (A) A STATEMENT FILED UNDER THIS SECTION SHALL INCLUDE A  
20 SCHEDULE OF ALL INTERESTS IN ANY CORPORATION, PARTNERSHIP,  
21 LIMITED LIABILITY PARTNERSHIP, OR LIMITED LIABILITY CORPORATION,  
22 REGARDLESS OF WHETHER THE CORPORATION OR PARTNERSHIP  
23 DOES BUSINESS WITH THE CITY.

24 (B) FOR EACH INTEREST REPORTED UNDER THIS PARAGRAPH, THE  
25 SCHEDULE SHALL INCLUDE:

26 (1) THE NAME AND ADDRESS OF THE PRINCIPAL OFFICE OF THE  
27 CORPORATION, PARTNERSHIP, LIMITED LIABILITY PARTNERSHIP,  
28 OR LIMITED LIABILITY CORPORATION;

29 (2) THE NATURE AND AMOUNT OF THE INTEREST HELD,  
30 INCLUDING ANY CONDITIONS AND ENCUMBRANCES ON THE  
31 INTEREST;

32 (3) WITH RESPECT TO ANY INTEREST TRANSFERRED, IN WHOLE  
33 OR IN PART, AT ANY TIME DURING THE REPORTING PERIOD, A  
34 DESCRIPTION OF THE INTEREST TRANSFERRED, THE NATURE  
35 AND AMOUNT OF THE CONSIDERATION RECEIVED FOR THE  
36 INTEREST, AND, IF KNOWN, THE IDENTITY OF THE PERSON TO  
37 WHOM THE INTEREST WAS TRANSFERRED; AND

38 (4) WITH RESPECT TO ANY INTEREST ACQUIRED DURING THE  
39 REPORTING PERIOD:

40 (I) THE DATE WHEN, THE MANNER IN WHICH, AND THE  
41 IDENTITY OF THE PERSON FROM WHOM THE INTEREST  
42 WAS ACQUIRED; AND

43 (II) THE NATURE AND THE AMOUNT OF THE  
44 CONSIDERATION GIVEN IN EXCHANGE FOR THE INTEREST  
45 OR, IF ACQUIRED OTHER THAN BY PURCHASE, THE FAIR  
46 MARKET VALUE OF THE INTEREST AT THE TIME ACQUIRED.  
47

48 (C) AN INDIVIDUAL MAY SATISFY THE REQUIREMENT TO REPORT THE  
49 AMOUNT OF THE INTEREST HELD UNDER ITEM (B)(2) OF THIS  
50 PARAGRAPH BY REPORTING, INSTEAD OF A DOLLAR AMOUNT:

1 (1) FOR AN EQUITY INTEREST IN A CORPORATION, THE NUMBER  
2 OF SHARES HELD AND, UNLESS THE CORPORATION'S STOCK IS  
3 PUBLICLY TRADED, THE PERCENTAGE OF EQUITY INTEREST  
4 HELD; OR

5 (2) FOR AN EQUITY INTEREST IN A PARTNERSHIP, THE  
6 PERCENTAGE OF EQUITY INTEREST HELD.  
7

8 3. INTERESTS IN BUSINESS ENTITIES DOING BUSINESS WITH CITY.

9 (A) A STATEMENT FILED UNDER THIS SECTION SHALL INCLUDE A  
10 SCHEDULE OF ALL INTERESTS IN ANY BUSINESS ENTITY THAT DOES  
11 BUSINESS WITH THE CITY, OTHER THAN INTERESTS REPORTED UNDER  
12 PARAGRAPH 2 OF THIS SUBSECTION.

13 (B) FOR EACH INTEREST REPORTED UNDER THIS PARAGRAPH, THE  
14 SCHEDULE SHALL INCLUDE:

15 (1) THE NAME AND ADDRESS OF THE PRINCIPAL OFFICE OF THE  
16 BUSINESS ENTITY;

17 (2) THE NATURE AND AMOUNT OF THE INTEREST HELD,  
18 INCLUDING ANY CONDITIONS TO AND ENCUMBRANCES ON THE  
19 INTEREST;

20 (3) WITH RESPECT TO ANY INTEREST TRANSFERRED, IN WHOLE  
21 OR IN PART, AT ANY TIME DURING THE REPORTING PERIOD, A  
22 DESCRIPTION OF THE INTEREST TRANSFERRED, THE NATURE  
23 AND AMOUNT OF THE CONSIDERATION RECEIVED IN EXCHANGE  
24 FOR THE INTEREST, AND, IF KNOWN, THE IDENTITY OF THE  
25 PERSON TO WHOM THE INTEREST WAS TRANSFERRED; AND

26 (4) WITH RESPECT TO ANY INTEREST ACQUIRED DURING THE  
27 REPORTING PERIOD:

28 (I) THE DATE WHEN, THE MANNER IN WHICH, AND THE  
29 IDENTITY OF THE PERSON FROM WHOM THE INTEREST  
30 WAS ACQUIRED; AND

31 (II) THE NATURE AND THE AMOUNT OF THE  
32 CONSIDERATION GIVEN IN EXCHANGE FOR THE INTEREST  
33 OR, IF ACQUIRED OTHER THAN BY PURCHASE, THE FAIR  
34 MARKET VALUE OF THE INTEREST AT THE TIME ACQUIRED.  
35

36 4. GIFTS.

37 (A) A STATEMENT FILED UNDER THIS SECTION SHALL INCLUDE A  
38 SCHEDULE OF EACH GIFT IN EXCESS OF \$20 IN VALUE OR A SERIES OF  
39 GIFTS TOTALING \$100 OR MORE RECEIVED DURING THE REPORTING  
40 PERIOD FROM OR ON BEHALF OF, DIRECTLY OR INDIRECTLY, ANY ONE  
41 PERSON WHO DOES BUSINESS WITH THE CITY.

42 (B) FOR EACH GIFT REPORTED, THE SCHEDULE SHALL INCLUDE:

43 (1) A DESCRIPTION OF THE NATURE AND VALUE OF THE GIFT;  
44 AND

45 (2) THE IDENTITY OF THE PERSON FROM WHOM, OR ON BEHALF  
46 OF WHOM, DIRECTLY OR INDIRECTLY, THE GIFT WAS RECEIVED.  
47

48 5. EMPLOYMENT WITH OR INTERESTS IN ENTITIES DOING BUSINESS WITH  
49 CITY.

50 (A) A STATEMENT FILED UNDER THIS SECTION SHALL INCLUDE A  
51 SCHEDULE OF ALL OFFICES, DIRECTORSHIPS, AND SALARIED

1 EMPLOYMENT BY THE INDIVIDUAL OR MEMBER OF THE IMMEDIATE  
2 FAMILY OF THE INDIVIDUAL HELD AT ANY TIME DURING THE REPORTING  
3 PERIOD WITH ENTITIES DOING BUSINESS WITH THE CITY.

4 (B) FOR EACH POSITION REPORTED UNDER THIS PARAGRAPH, THE  
5 SCHEDULE SHALL INCLUDE:

6 (1) THE NAME AND ADDRESS OF THE PRINCIPAL OFFICE OF THE  
7 BUSINESS ENTITY;

8 (2) THE TITLE AND NATURE OF THE OFFICE, DIRECTORSHIP, OR  
9 SALARIED EMPLOYMENT HELD AND THE DATE IT COMMENCED;  
10 AND

11 (3) THE NAME OF EACH CITY AGENCY WITH WHICH THE ENTITY IS  
12 INVOLVED AS INDICATED BY IDENTIFYING ONE OR MORE OF THE  
13 THREE CATEGORIES OF "DOING BUSINESS", AS DEFINED IN  
14 2.08.020A4 OF THIS CHAPTER.  
15

16 6. INDEBTEDNESS TO ENTITIES DOING BUSINESS WITH CITY.

17 (A) A STATEMENT FILED UNDER THIS SECTION SHALL INCLUDE A  
18 SCHEDULE OF ALL LIABILITIES, EXCLUDING RETAIL CREDIT ACCOUNTS,  
19 TO PERSONS DOING BUSINESS WITH THE CITY OWED AT ANY TIME  
20 DURING THE REPORTING PERIOD:

21 (1) BY THE INDIVIDUAL; OR

22 (2) BY A MEMBER OF THE IMMEDIATE FAMILY OF THE INDIVIDUAL  
23 IF THE INDIVIDUAL WAS INVOLVED IN THE TRANSACTION GIVING  
24 RISE TO THE LIABILITY.

25 (B) FOR EACH LIABILITY REPORTED UNDER THIS PARAGRAPH, THE  
26 SCHEDULE SHALL INCLUDE:

27 (1) THE IDENTITY OF THE PERSON TO WHOM THE LIABILITY WAS  
28 OWED AND THE DATE THE LIABILITY WAS INCURRED;

29 (2) THE AMOUNT OF THE LIABILITY OWED AS OF THE END OF THE  
30 REPORTING PERIOD;

31 (3) THE TERMS OF PAYMENT OF THE LIABILITY AND THE EXTENT  
32 TO WHICH THE PRINCIPAL AMOUNT OF THE LIABILITY WAS  
33 INCREASED OR REDUCED DURING THE YEAR; AND

34 (4) THE SECURITY GIVEN, IF ANY, FOR THE LIABILITY.  
35

36 7. EMPLOYMENT WITH CITY. A STATEMENT FILED UNDER THIS SECTION SHALL  
37 INCLUDE A SCHEDULE OF THE IMMEDIATE FAMILY MEMBERS OF THE  
38 INDIVIDUAL EMPLOYED BY THE CITY IN ANY CAPACITY AT ANY TIME DURING  
39 THE REPORTING PERIOD.  
40

41 8. SOURCES OF EARNED INCOME.

42 (A) A STATEMENT FILED UNDER THIS SECTION SHALL INCLUDE A  
43 SCHEDULE OF THE NAME AND ADDRESS OF EACH PLACE OF  
44 EMPLOYMENT AND OF EACH BUSINESS ENTITY OF WHICH THE  
45 INDIVIDUAL OR A MEMBER OF THE INDIVIDUAL'S IMMEDIATE FAMILY  
46 WAS A SOLE OR PARTIAL OWNER AND FROM WHICH THE INDIVIDUAL OR  
47 MEMBER OF THE INDIVIDUAL'S IMMEDIATE FAMILY RECEIVED EARNED  
48 INCOME, AT ANY TIME DURING THE REPORTING PERIOD.

49 (B) A MINOR CHILD'S EMPLOYMENT OR BUSINESS OWNERSHIP NEED  
50 NOT BE DISCLOSED IF THE AGENCY THAT EMPLOYS THE INDIVIDUAL  
51 DOES NOT REGULATE, EXERCISE AUTHORITY OVER, OR CONTRACT

1 WITH THE PLACE OF EMPLOYMENT OR BUSINESS ENTITY OF THE MINOR  
2 CHILD.

3  
4 9. A STATEMENT FILED UNDER THIS SECTION MAY ALSO INCLUDE A  
5 SCHEDULE OF ADDITIONAL INTERESTS OR INFORMATION THAT THE  
6 INDIVIDUAL MAKING THE STATEMENT WISHES TO DISCLOSE.

7  
8 H. FOR THE PURPOSES 2.08.050G1, 2, AND 3 OF THIS CHAPTER, THE FOLLOWING  
9 INTERESTS ARE CONSIDERED TO BE THE INTERESTS OF THE INDIVIDUAL MAKING  
10 THE STATEMENT:

11  
12 1. AN INTEREST HELD BY A MEMBER OF THE INDIVIDUAL'S IMMEDIATE FAMILY,  
13 IF THE INTEREST WAS, AT ANY TIME DURING THE REPORTING PERIOD,  
14 DIRECTLY OR INDIRECTLY CONTROLLED BY THE INDIVIDUAL.

15  
16 2. AN INTEREST HELD BY A BUSINESS ENTITY IN WHICH THE INDIVIDUAL HELD  
17 A 30% OR GREATER INTEREST AT ANY TIME DURING THE REPORTING PERIOD.

18  
19 3. AN INTEREST HELD BY A TRUST OR AN ESTATE IN WHICH, AT ANY TIME  
20 DURING THE REPORTING PERIOD:

- 21 (A) THE INDIVIDUAL HELD A REVERSIONARY INTEREST OR WAS A  
22 BENEFICIARY; OR  
23 (B) IF A REVOCABLE TRUST, THE INDIVIDUAL WAS A SETTLOR.

24  
25 I. THE COMMISSION SHALL REVIEW THE FINANCIAL DISCLOSURE STATEMENTS  
26 SUBMITTED UNDER THIS SECTION FOR COMPLIANCE WITH THE PROVISIONS OF THIS  
27 SECTION AND SHALL NOTIFY AN INDIVIDUAL SUBMITTING THE STATEMENT OF ANY  
28 OMISSIONS OR DEFICIENCIES.

29  
30 J. THE COMMISSION MAY TAKE APPROPRIATE ENFORCEMENT ACTION TO ENSURE  
31 COMPLIANCE WITH THIS SECTION.

32  
33  
34 **2.08.051 FINANCIAL DISCLOSURE FOR EMPLOYEES AND APPOINTED OFFICIALS.**

35  
36 A. THIS SECTION APPLIES TO THE FOLLOWING EMPLOYEES AND APPOINTED  
37 OFFICIALS:

38  
39 1. THE CITY MANAGER, CITY ATTORNEY, ALL DEPARTMENT DIRECTORS AND  
40 DEPUTIES, AND ALL MEMBERS OF THE EXEMPT SERVICE, AND

41  
42 2. INSPECTORS AND INVESTIGATORS WHO ENFORCE CITY CODES, CITY  
43 PROCUREMENT OFFICERS AND THEIR PURCHASING STAFF, AND MEMBERS OF  
44 THE FOLLOWING QUASI-JUDICIAL BOARDS AND COMMISSIONS: ALCOHOL  
45 BEVERAGE CONTROL BOARD, THE BOARD OF APPEALS, THE CIVIL SERVICE  
46 BOARD, THE BUILDING BOARD OF APPEALS, THE HISTORIC PRESERVATION  
47 COMMISSION, THE PLANNING COMMISSION, THE BOARD OF SUPERVISORS OF  
48 ELECTIONS, THE ETHICS COMMISSION, PORT WARDENS, AND THE POLICE AND  
49 FIRE RETIREMENT PLAN COMMISSION, AND  
50

1 3. ALL OTHER CITY OFFICIALS, EMPLOYEES, CONTRACT EMPLOYEES OR  
2 TEMPORARY EMPLOYEES OVER PAY GRADE 15, F15 (FIRE DEPARTMENT), AND  
3 P15 (POLICE DEPARTMENT), OR WHO HAVE AUTHORITY TO AWARD OR  
4 RECOMMEND THE AWARD OF CONTRACTS OR GRANTS.  
5

6 B. FINANCIAL DISCLOSURE STATEMENTS FILED UNDER THIS SECTION SHALL BE  
7 FILED WITH THE COMMISSION UNDER OATH OR AFFIRMATION.  
8

9 C. EMPLOYEES AND APPOINTED OFFICIALS INCLUDED PARAGRAPH "A" ABOVE SHALL  
10 FILE A FINANCIAL DISCLOSURE STATEMENT ANNUALLY NO LATER THAN JANUARY 31  
11 OF EACH YEAR FOR THE PRECEDING CALENDAR YEAR.  
12

13 D. THE CITY ATTORNEY'S OFFICE SHALL:  
14

15 1. MAINTAIN ALL DISCLOSURE STATEMENTS FILED UNDER THIS SECTION AS  
16 PUBLIC RECORDS AVAILABLE FOR PUBLIC INSPECTION AND COPYING AS  
17 PROVIDED IN SECTION 2.08.050E OF THIS CHAPTER.  
18

19 2. RETAIN FINANCIAL DISCLOSURE STATEMENTS FILED UNDER THIS SECTION  
20 AS PROVIDED IN SECTION 2.08.050F OF THIS CHAPTER.  
21

22 E. CONTENTS OF STATEMENT.  
23

24 1. INTERESTS IN REAL PROPERTY.  
25

26 (A) A STATEMENT FILED UNDER THIS SECTION SHALL INCLUDE A  
27 SCHEDULE OF ALL INTERESTS IN REAL PROPERTY LOCATED IN THE  
28 MARYLAND.

29 (B) FOR EACH INTEREST IN REAL PROPERTY, THE SCHEDULE SHALL  
30 INCLUDE:  
31

32 (1) THE NATURE OF THE PROPERTY AND THE LOCATION BY  
33 STREET ADDRESS AND A DESCRIPTION OF THE PROPERTY;

34 (2) THE NATURE AND EXTENT OF THE INTEREST HELD, INCLUDING  
35 ANY CONDITIONS AND ENCUMBRANCES ON THE INTEREST;

36 (3) THE DATE WHEN, THE MANNER IN WHICH, AND THE IDENTITY  
37 OF THE PERSON FROM WHOM THE INTEREST WAS ACQUIRED;

38 (4) THE IDENTITY OF ANY OTHER PERSON WITH AN INTEREST IN  
39 THE PROPERTY.  
40

41 2. INTERESTS IN CORPORATIONS AND PARTNERSHIPS.  
42

43 (A) A STATEMENT FILED UNDER THIS SECTION SHALL INCLUDE A  
44 SCHEDULE OF ALL INTERESTS IN ANY CORPORATION, PARTNERSHIP,  
45 LIMITED LIABILITY PARTNERSHIP, OR LIMITED LIABILITY CORPORATION,  
46 REGARDLESS OF WHETHER THE CORPORATION OR PARTNERSHIP  
47 DOES BUSINESS WITH THE CITY. INTERESTS IN MUTUAL FUNDS ARE  
48 NOT REPORTABLE.

49 (B) FOR EACH INTEREST REPORTED UNDER THIS PARAGRAPH, THE  
50 SCHEDULE SHALL INCLUDE THE NAME OF THE CORPORATION,  
51 PARTNERSHIP, LIMITED LIABILITY PARTNERSHIP, OR LIMITED LIABILITY  
CORPORATION.

3. GIFTS.

1 (A) A STATEMENT FILED UNDER THIS SECTION SHALL INCLUDE A  
2 SCHEDULE OF EACH GIFT IN EXCESS OF \$20 IN VALUE OR A SERIES OF  
3 GIFTS TOTALING \$100 OR MORE RECEIVED DURING THE REPORTING  
4 PERIOD FROM OR ON BEHALF OF, DIRECTLY OR INDIRECTLY, ANY ONE  
5 PERSON WHO DOES BUSINESS WITH THE CITY.

6 (B) FOR EACH GIFT REPORTED, THE SCHEDULE SHALL INCLUDE:

- 7 (1) A DESCRIPTION OF THE NATURE AND VALUE OF THE GIFT;  
8 AND  
9 (2) THE IDENTITY OF THE PERSON FROM WHOM, OR ON BEHALF  
10 OF WHOM, DIRECTLY OR INDIRECTLY, THE GIFT WAS RECEIVED.  
11

12 4. EMPLOYMENT WITH OR INTERESTS IN ENTITIES DOING BUSINESS WITH THE  
13 CITY.

14 (A) A STATEMENT FILED UNDER THIS SECTION SHALL INCLUDE A  
15 SCHEDULE OF ALL OFFICES, DIRECTORSHIPS, AND SALARIED  
16 EMPLOYMENT BY THE INDIVIDUAL OR MEMBER OF THE IMMEDIATE  
17 FAMILY OF THE INDIVIDUAL HELD AT ANY TIME DURING THE REPORTING  
18 PERIOD WITH ENTITIES DOING BUSINESS WITH THE CITY.

19 (B) FOR EACH POSITION REPORTED UNDER THIS PARAGRAPH, THE  
20 SCHEDULE SHALL INCLUDE:

- 21 (1) THE NAME AND ADDRESS OF THE PRINCIPAL OFFICE OF THE  
22 BUSINESS ENTITY;  
23 (2) THE TITLE AND NATURE OF THE OFFICE, DIRECTORSHIP, OR  
24 SALARIED EMPLOYMENT HELD AND THE DATE IT COMMENCED;  
25 AND  
26 (3) THE NAME OF EACH CITY AGENCY WITH WHICH THE ENTITY IS  
27 INVOLVED AS INDICATED BY IDENTIFYING ONE OR MORE OF THE  
28 THREE CATEGORIES OF "DOING BUSINESS", AS DEFINED IN  
29 2.08.020A4 OF THIS CHAPTER.  
30

31 5. INDEBTEDNESS TO ENTITIES DOING BUSINESS WITH CITY.

32 (A) A STATEMENT FILED UNDER THIS SECTION SHALL INCLUDE A  
33 SCHEDULE OF ALL LIABILITIES, EXCLUDING RETAIL CREDIT ACCOUNTS,  
34 TO PERSONS DOING BUSINESS WITH THE CITY OWED AT ANY TIME  
35 DURING THE REPORTING PERIOD:

- 36 (1) BY THE INDIVIDUAL; OR  
37 (2) BY A MEMBER OF THE IMMEDIATE FAMILY OF THE INDIVIDUAL  
38 IF THE INDIVIDUAL WAS INVOLVED IN THE TRANSACTION GIVING  
39 RISE TO THE LIABILITY.

40 (B) FOR EACH LIABILITY REPORTED UNDER THIS PARAGRAPH, THE  
41 SCHEDULE SHALL INCLUDE:

- 42 (1) THE IDENTITY OF THE PERSON TO WHOM THE LIABILITY WAS  
43 OWED AND THE DATE THE LIABILITY WAS INCURRED;  
44 (2) THE AMOUNT OF THE LIABILITY OWED AS OF THE END OF THE  
45 REPORTING PERIOD;  
46 (3) THE TERMS OF PAYMENT OF THE LIABILITY AND THE EXTENT  
47 TO WHICH THE PRINCIPAL AMOUNT OF THE LIABILITY WAS  
48 INCREASED OR REDUCED DURING THE YEAR; AND  
49 (4) THE SECURITY GIVEN, IF ANY, FOR THE LIABILITY.  
50

1 6. EMPLOYMENT WITH CITY. A STATEMENT FILED UNDER THIS SECTION SHALL  
2 INCLUDE A SCHEDULE OF THE IMMEDIATE FAMILY MEMBERS OF THE  
3 INDIVIDUAL EMPLOYED BY THE CITY IN ANY CAPACITY AT ANY TIME DURING  
4 THE REPORTING PERIOD.

5  
6 7. SOURCES OF EARNED INCOME.

7 (A) A STATEMENT FILED UNDER THIS SECTION SHALL INCLUDE A  
8 SCHEDULE OF THE NAME AND ADDRESS OF EACH PLACE OF  
9 EMPLOYMENT AND OF EACH BUSINESS ENTITY OF WHICH THE  
10 INDIVIDUAL OR A MEMBER OF THE INDIVIDUAL'S IMMEDIATE FAMILY  
11 WAS A SOLE OR PARTIAL OWNER AND FROM WHICH THE INDIVIDUAL OR  
12 MEMBER OF THE INDIVIDUAL'S IMMEDIATE FAMILY RECEIVED EARNED  
13 INCOME, AT ANY TIME DURING THE REPORTING PERIOD.

14 (B) A MINOR CHILD'S EMPLOYMENT OR BUSINESS OWNERSHIP NEED  
15 NOT BE DISCLOSED IF THE AGENCY THAT EMPLOYS THE INDIVIDUAL  
16 DOES NOT REGULATE, EXERCISE AUTHORITY OVER, OR CONTRACT  
17 WITH THE PLACE OF EMPLOYMENT OR BUSINESS ENTITY OF THE MINOR  
18 CHILD.

19  
20 8. A STATEMENT FILED UNDER THIS SECTION MAY ALSO INCLUDE A  
21 SCHEDULE OF ADDITIONAL INTERESTS OR INFORMATION THAT THE  
22 INDIVIDUAL MAKING THE STATEMENT WISHES TO DISCLOSE.

23  
24 F. FOR THE PURPOSES 2.08.051E1 AND 2 OF THIS CHAPTER, THE FOLLOWING  
25 INTERESTS ARE CONSIDERED TO BE THE INTERESTS OF THE INDIVIDUAL MAKING  
26 THE STATEMENT:

27  
28 1. AN INTEREST HELD BY A MEMBER OF THE INDIVIDUAL'S IMMEDIATE FAMILY,  
29 IF THE INTEREST WAS, AT ANY TIME DURING THE REPORTING PERIOD,  
30 DIRECTLY OR INDIRECTLY CONTROLLED BY THE INDIVIDUAL.

31  
32 2. AN INTEREST HELD BY A BUSINESS ENTITY IN WHICH THE INDIVIDUAL HELD  
33 A 30% OR GREATER INTEREST AT ANY TIME DURING THE REPORTING PERIOD.

34  
35 3. AN INTEREST HELD BY A TRUST OR AN ESTATE IN WHICH, AT ANY TIME  
36 DURING THE REPORTING PERIOD:

37 (A) THE INDIVIDUAL HELD A REVERSIONARY INTEREST OR WAS A  
38 BENEFICIARY; OR

39 (B) IF A REVOCABLE TRUST, THE INDIVIDUAL WAS A SETTLOR.

40  
41 G. THE COMMISSION SHALL REVIEW THE FINANCIAL DISCLOSURE STATEMENTS  
42 SUBMITTED UNDER THIS SECTION FOR COMPLIANCE WITH THE PROVISIONS OF THIS  
43 SECTION AND SHALL NOTIFY AN INDIVIDUAL SUBMITTING THE STATEMENT OF ANY  
44 OMISSIONS OR DEFICIENCIES.

45  
46 H. THE COMMISSION MAY TAKE APPROPRIATE ENFORCEMENT ACTION TO ENSURE  
47 COMPLIANCE WITH THIS SECTION.

48  
49  
50 **2.08.052 FINANCIAL DISCLOSURE FOR THE HOUSING AUTHORITY OF THE CITY**  
51 **OF ANNAPOLIS**

1  
2 MEMBERS OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE  
3 CITY OF ANNAPOLIS (HACA), THE EXECUTIVE DIRECTOR OF HACA AND THE DEPUTY  
4 DIRECTOR(S) OF HACA SHALL FILE ANNUALLY, NOT LATER THAN JANUARY 31ST OF  
5 EACH CALENDAR YEAR DURING WHICH THEY ARE SUBJECT TO THE PROHIBITIONS  
6 SET FORTH IN THE HOUSING AND COMMUNITY DEVELOPMENT ARTICLE, SECTION 13-  
7 105(A) OF THE ANNOTATED CODE OF MARYLAND, OR OTHER APPLICABLE PORTIONS  
8 OF STATE LAW, A STATEMENT OF FINANCIAL INTERESTS WITH THE ETHICS  
9 COMMISSION OF THE CITY. THE FORM OF THE STATEMENT OF FINANCIAL INTERESTS  
10 REQUIRED BY THIS SECTION SHALL BE PREPARED AND APPROVED BY THE ETHICS  
11 COMMISSION. THE CONTENTS OF THE STATEMENT SHALL BE AS PROVIDED IN  
12 SECTION 2.08.051E OF THIS CHAPTER.  
13  
14

15 **2.08.060 [Financial disclosure – Content of] STATEMENT OF COMPLIANCE.**

16 [The statement required to be filed by Section 2.08.050 shall contain schedules disclosing the  
17 following interests of the person making the statement, together with the following information,  
18 for the calendar year for which the required statement is to be filed:

19 A. A schedule of all interests, including leasehold interests and interests in any oil, gas  
20 or other mineral royalty or lease, in or with respect to any real property in the State or  
21 elsewhere. This schedule, as to each such interest, shall include:

- 22 1. The nature of the property and the location by street address, mailing address or  
23 legal description of the property,
- 24 2. The nature, exclusive of dollar value, of the interest held, including any  
25 conditions to the interest and the name of the holder of the encumbrances on the  
26 interest,
- 27 3. The date when, the manner in which and the identity of the person from whom  
28 the interest was acquired;
- 29 4. With respect to any interest transferred, in whole or in part, at any time during  
30 the year for which the statement is filed, a description of the interest transferred, and
- 31 5. The identity of any other person with an interest in the property or business  
32 entity;

33 B. A schedule of all interests, exclusive of dollar value, in any business entity, whether or  
34 not the business entity does business with the municipality. This schedule, as to each such  
35 interest, shall include:

- 36 1. The name and address of the principal office of the business entity,
- 37 2. The nature, exclusive of dollar value, of the interest held, including any  
38 conditions thereto and the name of the holder of any encumbrances thereon;  
39 provided, that an amount of stock or like evidence of equity interest, at the option of  
40 the person making the report, may be reported by the number of shares held, if the  
41 business entity's stock is publicly traded on a stock exchange or on an over-the-  
42 counter market, or otherwise, the percentage of equity interest so held, and

- 1           3. With respect to any interest transferred, in whole or in part, at any time during  
2           the year for which the statement is filed, a description of the interest transferred;
- 3           C. A schedule of all interests in any other business entity which does business with the  
4           municipality. This schedule, as to each such interest, shall include:
- 5           1. The name and address of the principal office of the business entity,  
6           2. The nature, exclusive of dollar value, of the interest held, including any  
7           conditions to the interest and the name of the holder of any encumbrances on the  
8           interest, and  
9           3. With respect to any interest transferred, in whole or in part, at any time during  
10          the year for which the statement is filed, a description of the interest transferred;
- 11          D. A schedule of any gift, including the forgiveness of any liability, received at any time  
12          during the year for which the statement is filed by the person making the statement, or by  
13          any other person at the direction of the person making the statement, from or on behalf of,  
14          directly or indirectly, any person who does business with the municipality or is regulated by  
15          the municipality; provided, that gifts received from the spouse or a relative within the third  
16          degree of consanguinity of the person making the statement, or from the spouse of any  
17          such relative, or campaign contributions which are otherwise reported as required by law,  
18          need not be disclosed. This schedule, as to each such gift shall include:
- 19          1. The nature of the gift, including its approximate retail value at the time of its  
20          receipt, and  
21          2. The identity of the person from whom or on behalf of whom, directly or indirectly,  
22          the gift was received;
- 23          E. A schedule of all offices, directorships and salaried employment held by the person  
24          making the statement or by that person's spouse or dependent child at any time during the  
25          year for which the statement is filed. This schedule, as to each such office, directorship or  
26          salaried employment, shall include:
- 27          1. The name and address of the principal office of the business entity, and  
28          2. The title and nature of the office, directorship or salaried employment held;
- 29          F. A schedule of all debts, exclusive of dollar values, to any person doing business with  
30          the municipality owed at any time during the year for which the statement is filed, excluding  
31          retail credit accounts, by the person making the statement, and all debts, exclusive of  
32          dollar values, to any person doing business with the municipality owed at any time during  
33          the year for which the statement is filed, excluding retail credit accounts, by the spouse or  
34          a child of the person making the statement, if the person making the statement was  
35          involved in the transaction giving rise to the debt. This schedule, as to each such debt,  
36          shall include the identity of the person to whom the debt was owed;
- 37          G. A list of all members of the immediate family of the person making the statement  
38          required by this section who are employed by the municipality in any capacity. For the  
39          purpose of this subsection, "immediate family" includes only spouse and dependent  
40          children;

1 H. Such additional interests or information as the person making the statement might  
2 desire to make.] TO ENSURE THAT MEMBERS OF CITY BOARDS, COMMISSIONS,  
3 TEAMS, AND COMMITTEES, BOTH PERMANENT AND AD HOC, UNDERSTAND  
4 THEIR ETHICAL RESPONSIBILITIES, THEY SHALL PROVIDE A SIGNED STATEMENT  
5 SWEARING AND AFFIRMING UNDER PENALTY OF PERJURY THAT THEY ARE  
6 AWARE OF AND UNDERSTAND THE PROVISIONS OF CITY CODE CHAPTER 2.08,  
7 PUBLIC ETHICS AND FINANCIAL DISCLOSURE, INCLUDING BUT NOT LIMITED TO  
8 SECTION 2.08.040, PROHIBITED CONDUCT AND INTERESTS, OF THE ANNAPOLIS  
9 CITY CODE. ALSO, IN ACCEPTING THEIR POSITION THAT THEY WILL MAINTAIN  
10 HIGH ETHICAL STANDARDS IN THE EXERCISE OF THEIR PUBLIC OR OFFICIAL  
11 DUTIES AND WILL NOT ENGAGE IN ANY BUSINESS OR TRANSACTION OR HAVE A  
12 FINANCIAL INTEREST, DIRECT OR INDIRECT, WHICH IS INCOMPATIBLE WITH THE  
13 PROPER DISCHARGE OF THEIR DESIGNATED DUTIES AND THAT THEY WILL NOT  
14 ENGAGE IN ANY ACTIVITY WHICH WOULD CREATE, OR APPEAR TO CREATE, A  
15 CONFLICT OF INTEREST IN THE EXERCISE OF THEIR PUBLIC OR OFFICIAL  
16 DUTIES. THIS REQUIREMENT DOES NOT APPLY TO THE MEMBERS OF BOARDS  
17 AND COMMISSIONS SPECIFIED IN SECTION 2.08.051A2 WHO ARE REQUIRED TO  
18 PROVIDE FINANCIAL DISCLOSURE STATEMENTS.

19  
20 **2.08.070 [Financial] LOBBYING Disclosure [attributable interests] AND**  
21 **REGISTRATION**

22 [For the purposes of the disclosures required by Section 2.08.050, the following shall be  
23 considered to be the interests of the person making the statement:

24 A. Any interest, exclusive of dollar value, held by the spouse or a child of the person  
25 making the statement, if such interest was at any time during the year for which the  
26 statement is filed directly or indirectly controlled by the person making the statement;

27 B. Any interest, exclusive of dollar value, held by a business entity, in which business  
28 entity any interest was at any time during the year for which the statement is filed an  
29 interest of the person making the statement;

30 C. Any interest, exclusive of dollar value, held by a trust other than a common trust fund,  
31 under which trust the person making the statement held a reversionary interest at any time  
32 during the year for which the statement is filed or under which trust the person making the  
33 statement was at any time during that year a trustor, if a revocable trust, or a beneficiary.]

34  
35 A. GENERAL REQUIREMENTS. ANY PERSON WHO APPEARS BEFORE ANY  
36 OFFICIAL OR EMPLOYEE OF THE CITY, WITH THE INTENT TO INFLUENCE THAT  
37 PERSON IN THE PERFORMANCE OF THAT PERSON'S OFFICIAL DUTIES AND WHO,  
38 IN CONNECTION WITH ANY SUCH ACTIVITIES EXPENDS OR REASONABLY  
39 EXPECTS TO EXPEND IN ANY CALENDAR YEAR IN EXCESS OF TWO HUNDRED  
40 FIFTY (\$250.00) DOLLARS, ON FOOD, ENTERTAINMENT OR GIFTS FOR ANY  
41 OFFICIALS OR EMPLOYEES OF THE CITY, SHALL FILE A REGISTRATION  
42 STATEMENT WITH THE COMMISSION NOT LATER THAN JANUARY 31ST OF THE  
43 CALENDAR YEAR FOR WHICH THE STATEMENT IS FILED, OR WITHIN FIFTEEN  
44 DAYS AFTER THE COMMENCEMENT OF ANY ACTIVITIES REGULATED BY THIS  
45 SECTION.

46  
47 B. REGISTRATION STATEMENT. THE REGISTRATION STATEMENT SHALL INCLUDE

1 COMPLETE IDENTIFICATION OF THE REGISTRANT AND OF ANY OTHER PERSON  
2 ON WHOSE BEHALF THE REGISTRANT ACTS OR WILL BE ACTING. IT SHALL ALSO  
3 IDENTIFY THE SUBJECT MATTER ON WHICH THE REGISTRANT PROPOSES TO  
4 MAKE THESE APPEARANCES, AND SHALL COVER A PERIOD NOT TO EXCEED ONE  
5 CALENDAR YEAR.  
6

7 C. REPORT OF ACTIVITIES. REGISTRANTS UNDER THIS SECTION SHALL FILE A  
8 REPORT, NOT LATER THAN JANUARY 31ST OF EACH YEAR, COVERING ACTIVITIES  
9 FOR WHICH THEY WERE REGISTERED FOR THE PRECEDING YEAR, DISCLOSING  
10 THE VALUE, DATE AND NATURE OF ANY FOOD, ENTERTAINMENT OR GIFTS  
11 PROVIDED TO ANY CITY OFFICIAL OR EMPLOYEE. WHEN A GIFT OR SERIES OF  
12 GIFTS TO A SINGLE OFFICIAL OR EMPLOYEE EXCEEDS THIRTY FIVE (\$35.00)  
13 DOLLARS IN VALUE, THE OFFICIAL OR EMPLOYEE SHALL ALSO BE IDENTIFIED.  
14

15 D. NO CONTINGENCY FEES. NO PERSON MAY ENGAGE IN LOBBYING ACTIVITIES  
16 ON BEHALF OF ANOTHER PERSON FOR COMPENSATION OF THE PAYMENT OF  
17 WHICH IS CONTINGENT UPON THE PASSAGE OR DEFEAT OF ANY ACTION BY THE  
18 CITY COUNCIL.  
19

20 E. AVAILABILITY TO PUBLIC. THE REGISTRATIONS AND REPORTS FILED  
21 PURSUANT TO THIS SECTION SHALL BE MAINTAINED BY THE CITY ATTORNEY'S  
22 OFFICE, AND SHALL BE MADE AVAILABLE, DURING NORMAL OFFICE HOURS, FOR  
23 EXAMINATION AND COPYING BY THE PUBLIC. ALL SUCH REGISTRATIONS AND  
24 REPORTS SHALL BE RETAINED AS PUBLIC RECORDS FOR AT LEAST FOUR YEARS  
25 FROM THE DATE OF THEIR RECEIPT BY THE COMMISSION.  
26

27 F. FORMS. THE COMMISSION SHALL PROVIDE FORMS FOR USE IN THE FILING OF  
28 THE REGISTRATION STATEMENTS AND REPORTS REQUIRED BY THIS SECTION  
29 TO THE PERSONS REQUIRED TO FILE SUCH STATEMENTS AND REPORTS.  
30  
31

32 **2.08.080 [Lobbying Disclosure] RESPONSIBILITIES OF CITY ATTORNEY**

33 [A. General Requirements. Any person who appears before any official or employee of the  
34 City, with the intent to influence that person in the performance of that person's official duties  
35 and who, in connection with any such activities expends or reasonably expects to expend in any  
36 calendar year in excess of two hundred fifty dollars, on food, entertainment or gifts for any  
37 officials or employees of the City, shall file a registration statement with the Commission not  
38 later than January 31st of the calendar year for which the statement is filed, or within fifteen  
39 days after the commencement of any activities regulated by this section.

40 B. Registration Statement. The registration statement shall include complete identification of  
41 the registrant and of any other person on whose behalf the registrant acts or will be acting. It  
42 shall also identify the subject matter on which the registrant proposes to make these  
43 appearances, and shall cover a period not to exceed one calendar year.

44 C. Report of Activities. Registrants under this section shall file a report, not later than January  
45 31st of each year, covering activities for which they were registered for the preceding year,  
46 disclosing the value, date and nature of any food, entertainment or gifts provided to any City  
47 official or employee. When a gift or series of gifts to a single official or employee exceeds fifty  
48 dollars in value, the official or employee shall also be identified.

1 D. Availability to Public. The registrations and reports filed pursuant to this section shall be  
2 maintained by the Commission, and shall be made available, during normal office hours, for  
3 examination and copying by the public. All such registrations and reports shall be retained as  
4 public records for at least four years from the date of their receipt by the Commission.

5 E. Forms. The Commission shall provide forms for use in the filing of the registration  
6 statements and reports required by this section to the persons required to file such statements  
7 and reports.]  
8

9 IN ADDITION TO ANY OTHER DUTIES AND RESPONSIBILITIES SET FORTH IN THIS  
10 CHAPTER OR ANY OTHER PROVISION OF THIS CODE OR OTHER CITY ORDINANCE, IT  
11 IS THE FUNCTION OF THE CITY ATTORNEY:  
12

13 A. TO ADOPT PROCEDURES AS MAY BE NECESSARY TO CARRY OUT THE CITY  
14 ATTORNEY'S FUNCTIONS IN ACCORDANCE WITH THE PROVISIONS OF THIS  
15 CHAPTER,  
16

17 B. TO PROVIDE, UPON THE REQUEST OF PERSONS REQUIRED TO FILE  
18 STATEMENTS BY THIS CHAPTER, ANY ASSISTANCE NEEDED IN COMPLYING WITH  
19 THE PROVISIONS OF THIS CHAPTER, AND  
20

21 C. WHEN REQUESTED BY THE COMMISSION, PROVIDE ADVICE WITH RESPECT TO  
22 ITS DUTIES AND RESPONSIBILITIES UNDER THIS CHAPTER, AND FURNISH LEGAL  
23 GUIDANCE AND ASSISTANCE IN THE PREPARATION OF FORMS, ADVISORY  
24 OPINIONS, INVESTIGATIONS AND DETERMINATIONS OF COMPLAINTS ALLEGING  
25 VIOLATIONS OF THIS CHAPTER.  
26

27 **[2.08.085 - Financial disclosure—Annapolis Housing Authority.**

28 Members of the Board of Commissioners of the Annapolis Housing Authority, the Executive  
29 Director of the Annapolis Housing Authority and the Deputy Director of the Annapolis Housing  
30 Authority shall file annually, not later than January 31st of each calendar year during which they  
31 are subject to the prohibitions set forth in Article 44A, Section 6 of the Annotated Code of  
32 Maryland, or other applicable portions of State law, a statement of financial interests with the  
33 Ethics Commission of the City. The form of the statement of financial interests required by this  
34 section shall be approved by the Ethics Commission.]  
35  
36

37 **2.08.090 Exemptions and Modifications**  
38

39 The Commission may grant exemptions and modifications to the PROVISIONS of [this chapter  
40 pertaining to conflicts of interest and to financial disclosure, if it determines that application of  
41 those provisions would:] sections 2.08.040, Prohibited Conduct and Interests; 2.08.050,  
42 Financial Disclosure for Elected Officials and Candidates for Elected Office; 2.08.051, Financial  
43 Disclosure for Employees and Appointed Officials; and 2.08.052, Financial Disclosure for the  
44 Housing Authority of the City of Annapolis, of this chapter when the Commission finds that an  
45 exemption or modification would not be contrary to the purposes of this chapter, and the  
46 application of this chapter would:  
47

A. Constitute an unreasonable invasion of privacy; or

1 B. Significantly reduce the availability of qualified persons for public service [; and].

2 [C. Not be required to preserve the purposes of this chapter.]

3  
4  
5 **2.08.100 [Responsibilities of City Attorney] ENFORCEMENT**

6  
7 [In addition to any other duties and responsibilities set forth in this chapter or any other  
8 provision of this Code or other City ordinance, it is the function of the City Attorney:

9 A. To adopt, subject to approval by the City Council, procedures as may be necessary to  
10 carry out the City Attorney's functions in accordance with the provisions of this chapter;

11 B. To provide, upon the request of persons required to file statements by this chapter,  
12 any assistance needed in complying with the provisions of this chapter;

13 C. To advise the Commission with respect to its duties and responsibilities under this  
14 chapter, and, when requested by the Commission, to furnish legal guidance and  
15 assistance in the preparation of forms, advisory opinions, investigations and  
16 determinations of complaints alleging violations of this chapter.]

17  
18 A. ENFORCEMENT AUTHORITY OF COMMISSION.

19  
20 1. UPON A FINDING OF A VIOLATION OF ANY PROVISION OF THIS CHAPTER, THE  
21 COMMISSION MAY:

22 (A) ISSUE AN ORDER OF COMPLIANCE DIRECTING THE RESPONDENT TO  
23 CEASE AND DESIST FROM THE VIOLATION;

24 (B) ISSUE A REPRIMAND; OR

25 (C) RECOMMEND TO THE APPROPRIATE CITY AUTHORITY:

26 (I) DISCIPLINE OF THE RESPONDENT, INCLUDING CENSURE,  
27 SUSPENSION, DEMOTION IN POSITION, OR REMOVAL IF THAT  
28 DISCIPLINE IS AUTHORIZED BY LAW, AND/OR

29 (II) SUSPENSION FROM RECEIVING PAYMENT OR SALARY OR  
30 OTHER COMPENSATION PENDING FULL COMPLIANCE WITH THE  
31 TERMS OF AN ORDER OF THE COMMISSION, CITY COUNCIL, OR  
32 COURT.

33  
34 2. AFTER RECEIPT OF A RECOMMENDATION PROVIDED FOR IN PARAGRAPH  
35 1(C) ABOVE, THE MAYOR, CITY MANAGER, SUPERVISOR, OR THE HUMAN  
36 RESOURCES DEPARTMENT, AS APPROPRIATE, WILL REPORT TO THE  
37 COMMISSION WITHIN 14 DAYS AFTER ANY ACTION IS TAKEN IN RESPONSE TO  
38 THE COMMISSION'S RECOMMENDATIONS, BUT NO LATER THAN 60 DAYS AFTER  
39 RECOMMENDATIONS ARE ISSUED BY THE COMMISSION.

40  
41 3. IF THE COMMISSION FINDS THAT A RESPONDENT HAS VIOLATED SECTION  
42 2.08.070, LOBBYING DISCLOSURE, OF THIS CHAPTER, THE COMMISSION MAY:

43 (A) REQUIRE A RESPONDENT WHO IS A REGISTERED LOBBYIST TO FILE  
44 ANY ADDITIONAL REPORTS OR INFORMATION THAT REASONABLY  
45 RELATED TO THE INFORMATION THAT IS REQUIRED UNDER SECTION  
46 2.08.070 OF THIS CHAPTER;

1 (B) IMPOSE A FINE NOT EXCEEDING \$5,000 FOR EACH VIOLATION; AND  
2 (C) SUSPEND THE REGISTRATION OF AN INDIVIDUAL REGISTERED  
3 LOBBYIST IF THE COMMISSION FINDS THAT THE LOBBYIST HAS  
4 KNOWINGLY AND WILLFULLY VIOLATED SECTION 2.08.070 OF THIS  
5 CHAPTER OR HAS BEEN CONVICTED OF A CRIMINAL OFFENSE ARISING  
6 FROM LOBBYING ACTIVITIES.  
7

8 B. INJUNCTIVE RELIEF.  
9

10 1. UPON REQUEST OF THE COMMISSION, THE CITY ATTORNEY MAY FILE A  
11 PETITION FOR INJUNCTIVE OR OTHER RELIEF IN THE CIRCUIT COURT OF ANNE  
12 ARUNDEL COUNTY, OR IN ANY OTHER COURT HAVING PROPER VENUE FOR  
13 THE PURPOSE OF REQUIRING COMPLIANCE WITH THE PROVISIONS OF THIS  
14 CHAPTER.  
15

16 2. COURT AUTHORITY.

17 (A) THE COURT MAY:

18 (1) ISSUE AN ORDER TO CEASE AND DESIST FROM THE  
19 VIOLATION;

20 (2) EXCEPT AS PROVIDED IN SUBPARAGRAPH (B) OF THIS  
21 PARAGRAPH, VOID AN OFFICIAL ACTION TAKEN BY AN OFFICIAL  
22 OR EMPLOYEE WITH A CONFLICT OF INTEREST PROHIBITED BY  
23 THIS CHAPTER WHEN THE ACTION ARISES FROM OR CONCERNS  
24 THE SUBJECT MATTER OF THE CONFLICT AND IF THE LEGAL  
25 ACTION IS BROUGHT WITHIN 90 DAYS OF THE OCCURRENCE OF  
26 THE OFFICIAL ACTION, IF THE COURT DEEMS VOIDING THE  
27 ACTION TO BE IN THE BEST INTEREST OF THE PUBLIC;

28 (3) IMPOSE A FINE OF UP TO \$5,000 FOR ANY VIOLATION OF THE  
29 PROVISIONS OF THIS CHAPTER, WITH EACH DAY UPON WHICH  
30 THE VIOLATION OCCURS CONSTITUTING A SEPARATE OFFENSE.

31 (B) A COURT MAY NOT VOID ANY OFFICIAL ACTION APPROPRIATING  
32 PUBLIC FUNDS, LEVYING TAXES, OR PROVIDING FOR THE ISSUANCE OF  
33 BONDS, NOTES, OR OTHER EVIDENCES OF PUBLIC OBLIGATIONS.  
34

35 C. MAINTENANCE OF RECORDS.  
36

37 1. A PERSON WHO IS SUBJECT TO THE PROVISIONS OF THIS CHAPTER SHALL  
38 OBTAIN AND PRESERVE ALL ACCOUNTS, BILLS, RECEIPTS, BOOKS, PAPERS,  
39 AND DOCUMENTS NECESSARY TO COMPLETE AND SUBSTANTIATE A REPORT,  
40 STATEMENT, OR RECORD REQUIRED UNDER THIS CHAPTER FOR THREE (3)  
41 YEARS FROM THE DATE OF FILING THE REPORT, STATEMENT, OR RECORD.  
42

43 2. THESE PAPERS AND DOCUMENTS SHALL BE AVAILABLE FOR INSPECTION  
44 WITHIN FIFTEEN (15) DAYS OF A WRITTEN REQUEST BY THE COMMISSION.  
45

46 **2.08.110 COMPLAINT PROCEDURE**  
47

48 COMPLAINTS SHALL BE FILED WITHIN SIX (6) MONTHS OF THE ALLEGED VIOLATION  
49 OR THE DISCOVERY OF THE ALLEGED VIOLATION. COMPLAINTS TO THE COMMISSION  
50 SHALL BE WRITTEN AND MAY BE REFERRED BY THE COMMISSION TO THE CITY  
51

1 ATTORNEY OR OTHER LEGAL COUNSEL, IF APPROPRIATE, FOR INVESTIGATION. ALL  
2 COMPLAINTS SHALL BE SIGNED UNDER OATH IN THE FORM OF GENERAL  
3 KNOWLEDGE: "I SOLEMNLY AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE  
4 CONTENTS OF THE FOREGOING COMPLAINT ARE TRUE TO THE BEST OF MY  
5 KNOWLEDGE, INFORMATION, AND BELIEF." IF AFTER CONDUCTING AN  
6 INVESTIGATION OR RECEIVING AN INVESTIGATIVE REPORT, THE COMMISSION  
7 DETERMINES THAT THERE ARE INSUFFICIENT FACTS UPON WHICH TO BASE A  
8 DETERMINATION OF A VIOLATION, IT MAY DISMISS THE COMPLAINT. IF THERE IS A  
9 REASONABLE BASIS FOR BELIEVING A VIOLATION HAS OCCURRED THEN THE  
10 PARTIES TO THE COMPLAINT SHALL BE AFFORDED AN OPPORTUNITY FOR A HEARING  
11 BEFORE THE COMMISSION. ANY FINAL DETERMINATION RESULTING FROM THE  
12 HEARING SHALL INCLUDE FINDINGS OF FACT AND CONCLUSIONS OF LAW. UPON  
13 FINDING OF A VIOLATION, THE COMMISSION MAY TAKE ANY ENFORCEMENT ACTION  
14 PROVIDED FOR IN ACCORDANCE WITH SECTION 2.08.100 OF THIS CHAPTER. AFTER A  
15 COMPLAINT IS FILED AND UNTIL A FINAL DETERMINATION IS MADE BY THE  
16 COMMISSION, ALL ACTIONS REGARDING A COMPLAINT SHALL BE TREATED  
17 CONFIDENTIALLY. IF A FINDING OF VIOLATION IS MADE, THE FINAL DETERMINATION  
18 WILL BE MADE PUBLIC AND POSTED ON THE CITY'S WEB SITE.  
19  
20

21 **2.08.120 SEVERABILITY**

22  
23 IF ANY SECTION, SENTENCE, CLAUSE, OR PHRASE OF THIS CHAPTER IS HELD  
24 INVALID OR UNCONSTITUTIONAL BY ANY COURT OF COMPETENT JURISDICTION, THE  
25 RULING SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THIS  
26 CHAPTER.  
27

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

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  
36  
37  
38  
39  
40

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

## FISCAL IMPACT NOTE

**Legislation No:** O-41-12                      **First Reader Date:** 11/5/12

**Note Date:** 11/1/12

**Legislation Title: Public Ethics and Financial Disclosure**

**Description:** For the purpose of establishing minimum standards for the conduct of Annapolis government business and to assure the citizens of the City of that they may have the highest trust in public officials and employees and that the impartiality and independent judgment of Public officials and employees will be maintained without improper or even the appearance of improper influence. To guard against improper influence, it is required that all City officials and employees maintain the highest ethical standards in conducting City business and that select City officials and employees disclose their financial affairs as provided in Section 2.08.60.

**Analysis of Fiscal Impact:** This legislation will produce no significant direct fiscal impact. However, it could have a positive fiscal impact by improving financial oversight.



**COMMISSION MEMBERS:**  
PAUL M. VETTORI, *Chairman*  
ROBERT G. BLUE  
JULIAN L. LAPIDES  
ANDREA LEAHY-FUCHECK  
JACOB YOSEF MILIMAN

## STATE ETHICS COMMISSION

45 CALVERT STREET, 3<sup>RD</sup> FLOOR  
ANNAPOLIS, MARYLAND 21401  
410-260-7770  
Toll Free 1-877-669-6085  
FAX: 410-260-7747

MICHAEL W. LORD  
*Executive Director*  
JENNIFER K. ALLGAIR  
*General Counsel*  
WILLIAM J. COLQUHOUN  
*Staff Counsel*  
KATHERINE P. THOMPSON  
*Assistant General Counsel*

October 26, 2012

Karen Steele, Legal Assistant  
City of Annapolis Office of Law  
93 Main Street, Suite 300  
Annapolis, MD 21401

RE: City of Annapolis – Ethics Code

Dear Ms. Steele:

At its meeting on October 25, 2012, the State Ethics Commission reviewed the proposed revisions to the City of Annapolis' Ethics Code, which you forwarded to the Commission on October 3, 2012. The proposed changes to the City of Annapolis' Ethics Code were submitted to the State Ethics Commission in compliance with Subtitle 8 of the Maryland Public Ethics Law ((Md. Code Ann., State Gov't Title 15 (Supp. 2012)). As you are aware, there were significant changes mandated to county and municipal ethics laws and county boards of education ethics regulations by legislation (SB315 – Chapter 277 of the Acts of 2010) enacted during the 2010 General Assembly session. The law became effective October 1, 2010. The State Ethics Commission revised its local government regulation in COMAR 19A.04 in April 2011 to reflect changes in the State Ethics Law provisions in recent years and incorporate changes made by SB 315.

The State Ethics Commission approved the proposed ethics code for your jurisdiction as being at least equivalent to State law for local elected officials for conflict of interest provisions and at least equivalent to State law for financial disclosure provisions for local elected officials and candidates for local elected office. The State Ethics Commission also determined that the proposed City of Annapolis Ethics Code is similar to the provisions of the Maryland Public Ethics Law for conflict or interest and financial disclosure provisions applicable to local employees and local appointed officials. This approval is subject to the understanding that the Commission assumes that the list of local employees and local appointed officials required to file financial disclosure under the your jurisdiction's proposed Ethics Code is complete and includes all individuals who have City decision making responsibilities; policy recommendation

Conduct Standards ♦ Disclosure ♦ Lobbyist Regulation ♦ Local Government Requirements ♦ Advice ♦ Enforcement

<http://ethics.gov.state.md.us>

TTY Users: 1-800-735-2258



responsibilities; or authority to commit the City to the expenditure of public funds. The lobbying provisions of the proposed City of Annapolis Ethics Code are also substantially similar to the provisions of the Maryland Public Ethics Law.

The State Ethics Commission's review was in accord with the Commission's review authority pursuant to Subtitle 8 of the Maryland Public Ethics Law and consisted of a comparison of the proposed revisions to the review criteria of COMAR 19A.04. The review was also in accord with its understanding of the requirements stated in the Court of Appeals decision in *Seipp v. Baltimore City Board of Elections*, 377 Md. 362, 833 A 2d 551, 2003, as discussed in Opinion No. 06-01 of the Commission's Advisory Opinions<sup>1</sup>.

The City of Annapolis may now enact the proposed Ethics Code and file the Local Government Ethics Law Annual Certification, in compliance with § 15-803(b) of the Public Ethics Law. A copy of the certification form is enclosed. Certification is an annual requirement.

The State Ethics Commission advises the City of Annapolis that all future changes to the City Ethics Code are required to be submitted to the State Ethics Commission for review and approval in compliance with Subtitle 8 of the Maryland Public Ethics Law and COMAR 19A.04. Please contact our office if you have any questions regarding this or any other matter. Thank you for your work on this project.

Sincerely,



Katherine P. Thompson  
Assistant General Counsel

Enclosure

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<sup>1</sup> The Commission's formal opinions may be accessed at the website of the Division of State Documents in the Office of the Secretary of State. [www.dsd.state.md.us/comar](http://www.dsd.state.md.us/comar).

**STATE ETHICS COMMISSION**

**45 CALVERT STREET, 3<sup>RD</sup> FLOOR**

**ANNAPOLIS, MARYLAND 21401**

**410-260-7770**

**Toll Free 1-877-669-6085**

**FAX: 410-260-7746**

**<http://ethics.gov.state.md.us>**

**LOCAL GOVERNMENT ETHICS LAW ANNUAL**

**CERTIFICATION**

**(Ethics Form No. 26)**

General Information and filing deadline

This form should be completed by the appropriate county or municipal ethics official on behalf of the county ethics commission or the municipal ethics commission. It is to be submitted to State Ethics Commission at the above address on or before October 1 of each year. See §15-803(b) of Md. Code Ann., State Gov't Title 15 (Supp. 2011).

The purpose of this form is to provide the certification required by §15-803(b) of the State Ethics Law. The certification states that the county or municipality is in compliance with State Ethics Law requirements for elected local officials. Section 15-803(b) requires the local ethics law be equivalent to or exceed the requirements of the State Ethics Law provisions for conflicts of interest and financial disclosure for elected local officials.<sup>1</sup>

Identifying Information

Name of County or Municipality: \_\_\_\_\_

Name of Person Completing Form: \_\_\_\_\_

Title of Person Completing Form: \_\_\_\_\_

Address of Person Completing Form: \_\_\_\_\_

Phone Number (Office): \_\_\_\_\_

Phone Number (Cell): \_\_\_\_\_

Email Address: \_\_\_\_\_

<sup>1</sup> See also §15-804(b) and §15-805(b)(2).

Certifications

I HEREBY CERTIFY that the current ethics code for \_\_\_\_\_  
(county/municipality) includes conflicts of interest provisions for elected local officials and  
candidates for local elected office that are equivalent to or more stringent than the requirements  
for State elected officials as set forth in Subtitle 5, Title 15 of State Government Article.

and

I FURTHER CERTIFY that the current ethics code for \_\_\_\_\_  
(county/municipality) includes financial disclosure requirements for elected local officials and  
candidates for local elected office that are equivalent to or more stringent than the requirements  
for State elected officials as set forth in Subtitle 6, Title 15 of State Government Article.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Information on the local ethics law and Commission

Date of last amendment to the local ethics law: \_\_\_\_\_

Date of last approval of the law by the State Ethics Commission: \_\_\_\_\_

Names and Addresses of the local ethics commission or local ethics board members:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please attach a copy of the county's/municipality's most recent ethics law.

November 5, 2012

To: City Council

From: Mayor Joshua J. Cohen

Re: Hillman Garage Advisory Committee

Pursuant to Resolution R-32-12, the nine proposed members of the Hillman Garage Advisory Committee are as follows:

John Giannetti, Jr. - Chair

Joe Budge

Whitney Chellis

Arthur "Jib" Edwards

Keith Gross

Jim Jaffre

Sean O'Neill

Steve Samaras

Jay Schwarz

Thank You.

JJC/hrr

John Gianetti

[JohnGiannetti.law@gmail.com](mailto:JohnGiannetti.law@gmail.com)

*Former Senator, District 21, Anne Arundel & Prince George's Counties*

Member of Senate, January 8, 2003 to January 10, 2007. Member, Judicial Proceedings Committee, 2003-07; Joint Committee on Federal Relations, 2003-07; Joint Advisory Committee on Legislative Data Systems, 2003-07; Joint Committee on Legislative Ethics, 2003-07; Joint Technology Oversight Committee, 2003-07; Article 27 (crimes & punishments) Revision Committee, 2003-07; Joint Oversight Committee on the Department of Juvenile Services, 2006-07. Member, Maryland Bicycle and Pedestrian Caucus, 2003-07; Maryland Legislative Sportsmen's Caucus, 2003-07. Member, National Conference of State Legislatures (communications, technology & interstate commerce committee).

Member, Task Force to Study Driver Licensing Documentation, 2003-04; State Commission on Criminal Sentencing Policy, 2003-07; National Capital Region Transportation Planning Board, Metropolitan Washington Council of Governments, 2003-07. Chair, College Park Pedestrian Lighting Task Force, 2005. Member, Governor's Work Group on Young Drivers, 2005-07. Committee analyst and legislative aide, Judiciary Committee, House of Delegates, 1996-99. Member, Board of Appeals, City of Laurel, 1996-99. Member of House of Delegates, January 13, 1999 to January 8, 2003. Member, Judiciary Committee, 1999-2003 (criminal justice subcommittee, 1999-2003). Co-Chair, Rules Committee, Prince George's County Delegation, 1999-2003 (member, bi-county committee, 1999-2003).

*Born at Camp Lejeune, North Carolina, June 9, 1964. Attended Prince George's County and Carroll County public schools; Westminster High School; Bucknell University, B.S. (biology), 1986; president, student government; member, Mortarboard Honor Society, Omicron Delta Kappa (leadership fraternity); cofounder & president, Bucknell chapter, Chi Phi Fraternity. University of Maryland School of Law, J.D., 1994 (president, student government, 1993; chair, university system student council, 1994). Admitted to Maryland Bar; District of Columbia Bar;. Associate attorney, Vallario & Collins, 1996-98; Fossett & Brugger, 1998-2001. Attorney, Jackson & Campbell, P.C., Washington, DC, 2001-04. Partner, Renaissance Law Firm, 2004-06. Partner, Leibowitz, Band, & Jezic, 2006-07. Managing Partner, Law Offices of John Giannetti, 2007-. Member, American and Federal Bar Associations; Maryland State Bar Association (section of real property, planning & zoning; section of state & local government); Anne Arundel County Bar Association; Howard County Bar Association; Prince George's County Bar Association. Cofounder, Paca Chapter, Phi Delta Phi Legal Honor Society. Member, Laurel Jaycees; Sons of the American Legion, Post 60; Panixent Council, Knights of Columbus; Gatto Lodge, Sons of Italy. Member, Young Men's Democratic Club of Prince George's County; Columbia Democratic Club; North Prince George's County Democratic Club. Member, Laurel Board of Trade; Friends of Laurel's Historic Main Street. National Executive Board, Chi Phi Fraternity, 1995-. Outstanding Student Leader Award, 1993, & Leadership Achievement Award, 1994, University of Maryland, Baltimore. Legislative Excellence Award, Mothers Against Drunk Drivers (MADD), 2002. Distinguished Legislator, Impaired Driving Coalition, 2003. Top legislative award for work on hate crimes legislation, Equality Maryland, 2005. Maryland State Police Legislator of the Year, 2005. Award of Excellence, College Park Bicycle Coalition, 2006. Member, St. Mary's Catholic Church, Annapolis.*

**Joe Budge** was born on the West Coast and educated in New England and North Carolina. He spent a dozen years working in Silicon Valley designing and marketing software. Then the Internet came along which allowed him to practice software development on the shores of the Chesapeake Bay. He and his family moved to Severna Park in '94, then to the Historic District in '02. They live on Randall Court.

Joe spends his spare time flying small planes, fishing, and goofing around in old boats. Three college-age children are doing their best to see that he ages prematurely. Joe also serves as Chairman of the Board for the Summit School in Edgewater.

Joe represented Ward One on the Citizen's Advisory Committee for the recent Comprehensive Plan, the City Dock Advisory Committee and on the West Street Vision Committee. Joe joined the WORA board in early 2010 and currently serves as Vice President. Since joining the Board he has been active in organizing Ward One's feedback and responses to alcoholic beverage laws, Market House, and other subjects.

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**WHITNEY CHELLIS**  
18 Lafayette Avenue  
Annapolis, Maryland 21401  
Home: 410-295-2969 Cell: 443-458-8171

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EXPERIENCE:

October 22, 2007-  
Present

THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION,  
Prince George's County Planning Department, Development Review Division,  
Subdivision Section

**Planner Coordinator:** Lead planner/coordinator for the Section. Delegated by the Section Supervisor to establish policy direction and decisions for the Section. Coordinates the work of other planning and technical staff assigned. Develops goals, schedules, and deadlines to insure that objectives are met for completion. Troubleshoot problems to achieve a resolution that meet the needs and objectives of those affected. Review and monitor the work of other planners and technical staff. Consolidate, prepare, and present the final planning reports to the Prince George's County Planning Board at a public hearing, and answer questions on land use and planning policy at the Planning Board public hearing. Represent the Section and the Planning Department in meetings with the County Council, the Planning Board, citizens, and other County agencies.

Chairman of the standing Subdivision Review Committee which requires complete understanding of complex land use and policy issues associated with a particular development scenario. Ensure that the other planning staff understands the issues associated with their cases to ensure sound planning principles are used, and ensure adherence to policies of the Planning Department and Planning Board. The position requires the ability to embrace significant responsibility, and exercise technical expertise to plan land use, development, public facilities, and parks. Plan and oversee multi-faceted projects and studies that typically involve leading a work team and coordination with other department staff, County agencies, and community groups to complete the project while providing technical guidance and expertise to other staff working on the project.

July 10, 2006-  
September 1, 2007

MONTGOMERY LAND DEVELOPMENT, INC.  
Land Development Company

**Project Coordinator:** Coordinates the activities of project employees, engineers, and consultants seeking various County, State, and Federal approvals and permits within Maryland. Acts as the principal liaison between Montgomery Land Development and the various government agencies seeking all necessary approvals and permits to develop residential and commercial projects. Coordinates with attorneys in development review activities in obtaining approvals as it relates to land use and site plan development process.

Coordinates all of the community and agency meetings to make presentations and provide expertise testimony on the functions and approval processes of County agencies. Identifies and evaluates properties for potential acquisition and development, based on zoning, subdivision, physical characteristics, location, applicable land use laws, site history and site visit.

Establishes process and procedures for the monitoring of development activities, works with builders, utility companies and excavation contractors relating to infrastructure development and coordination. Coordinates engineers and the permitting process relating to stormwater management, stormdrain, paving and grading approvals and permitting activities.

Reports directly to the President and Vice President of Montgomery Land Development (MLD) and makes specific recommendations to further the goals of MLD to ensure quality development while meeting established timeframes.

January 16, 2005-  
June 30, 2006

THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION,  
Prince George's County Planning Department, Development Review Division,  
Subdivision Section

**Planner Coordinator:** Served as the lead planner/coordinator for the Section. Planned and coordinated the work of other planning and technical staff assigned. Developed goals, schedules, and deadlines to insure that objectives were met for completion. Often required to troubleshoot problems to achieve a resolution that met the needs and objectives of those affected. Reviewed and monitored the work of other planners and technical staff. Consolidated, prepared, and presented the final planning reports to the Prince George's County Planning Board at a public hearing. Performed advanced professional planning work which required considerable knowledge of the principles and concepts of planning, engineering, environmental science, design, recreation, County geography, community development, planning regulations and process.

Reviewed and analyzed plans of development including detailed site plan, special exceptions, comprehensive design plans, master plans, preliminary plans of subdivision, woodland conservation and referrals. Conducted site inspections and incorporated field observations into recommendations that included specific recommendations to ensure compliance to zoning and subdivision regulations, and best practices.

Served as the Chairman of the Subdivision Review Committee which required complete understanding of complex land use and policy issues associated with a particular development scenario. The position required the ability to embrace significant responsibility, and exercise technical expertise to plan land use, development, public facilities, and parks.

July 1, 2006  
April 1989

THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION,  
Prince George's County Planning Department, Development Review Division,

#### PROFESSIONAL ACHIEVEMENTS AND ASSOCIATIONS:

Chairwoman of the Citizen Committee to Review Alcohol Beverage Laws  
City of Annapolis February 2010 to July 2010

M-NCPPC Bi-County Mediator  
Employee Alternative Dispute Program

Vice President of the Murry Hill Resident Association  
January 2006-2008

Member of the City of Annapolis Public Safety Committee  
March 2006-2008

Chairman of the City of Annapolis Planning Commission  
January 2003 –January 2006

Vice-Chairman of the City of Annapolis Planning Commission,  
February 1999 – January 2003

Member of the City of Annapolis Planning Commission,  
August 1993-January 1995

1997- 1998 *Leadership Prince George's Class of XIII*

**Arthur W. "Jib" Edwards, Jr., President**

Mr. Arthur Edwards, Jr., president of Severn Management, has over 15 years of real estate experience. He currently manages 100 employees and 65 multi-family housing properties that produce over \$15 million in revenue.

Mr. Edward's first position with the company was as an asset manager. Mr. Edwards advanced in this position until he was responsible for 55 properties, managed over \$500,000 in annual capital expenditures, provided oversight for \$8 million of rental income, and directly managed 45 employees. His key accomplishment was developing budgets and cost control systems that substantially increased cash flow for all properties under his supervision. Mr. Edwards is a HCCP and C3P the recognized designations for compliance in the IRS Sec 42 LIHTC program.

Prior to joining Severn Management, Mr. Edwards served as a naval pilot and flew the SH-2F during Desert Storm. He also served as a maintenance officer in charge of 45 personnel and 3 helicopters. He was awarded two Navy Achievement awards, one for operations during Desert Storm.

### **Keith J. Gross, Esquire**

The Law Office of Keith J. Gross, LLC, located in Annapolis, Maryland, represents clients through the dedication, hard work, and expertise of Attorney Keith J. Gross. The firm's practice areas are criminal defense, traffic offenses, juvenile matters, and family law.

In 1981, Mr. Gross graduated from the United States Naval Academy with a Bachelor of Science degree in Political Science (International Security Affairs). Upon graduation, he was commissioned as a Second Lieutenant in the U.S. Marine Corps. In the Marine Corps, Mr. Gross served as a Communications Officer and Legal Officer. In 1989, he earned his Juris Doctor degree from Southwestern Law School, in Los Angeles, California. In 1990, after a distinguished and honorable military career, Mr. Gross departed from the Marine Corps at the rank of Captain. He became a member of the Maryland bar in 1991. He became a member of the federal bar (U.S. District Court, District of Maryland) in 1998.

Mr. Gross has almost 20 years of experience as a trial attorney. Over that time period, he has successfully represented thousands of clients. He has extensive jury trial experience in criminal cases. In 2002, Mr. Gross was the lead attorney in a jury trial for the matter of State of Maryland v. John Ashby (case no. K-2000-1931), a death penalty murder case that resulted in a full acquittal for his client. This was just one of many cases which demonstrate how Mr. Gross, an experienced, skilled, and dedicated litigator, can achieve the best result possible in a case.

Mr. Gross is a member of the following organizations:

- Maryland State Bar Association
- Anne Arundel Bar Association
- James C. Cawood, Jr. Inn of Court
- Maryland Criminal Defense Attorneys' Association
- United States Naval Academy Alumni Association
- Annapolis Youth Services Bureau (Advisory Committee)

Jim Jaffre is one of the two owners of CASA NOVA & WYNN BONE GALLERY located at 161 Main Street. CASA NOVA just celebrated its 10 year anniversary.

Prior to owning his own business, Jim spent over 30 years as a Senior Vice President in the international end of the Quick Service Restaurant, and Hotel Lodging industries, specifically Hardee's Food Systems, Inc., and Choice Hotels International.

Jim is 65 years old, a native of New York City, and grew up in an expatriate family with assignments in Mexico, Brazil & Morocco. Jim is a graduate of Mercer University, Macon GA . While working for Hardee's, Jim was chosen to attend business courses at both The University of North Carolina and The Harvard School of Business.

## Sean O'Neill

### Qualifications

Since graduating from Arizona State University's College of Liberal Arts & Sciences in 1994, I have worked in several areas of the securities industry and earned my Series 7, 63, and 65 securities licenses. Additionally, I hold an agent license for annuities, life and health insurance in various states. I have most recently, attended Bryant University's Certificate Program in Financial Planning. My previous firm experience includes three years at Deutsche Bank Alex. Brown as an associate and six years as a financial advisor at UBS Financial Services Inc., before joining RBC Wealth Management. I have been able to assist businesses, large and small, in the construction, implementation and management of their company retirement plans as a Chartered Retirement Plans Specialist. During the winter of 2012, I earned the CERTIFIED FINANCIAL PLANNER™ certification, which is useful in assisting families plan for their financial future.

I regularly host continuing education classes for Certified Public Accountants, and write a monthly financial column, titled "Planning Ahead," in The Capital Newspaper. My most recent column can be found here: [Planning Ahead: Boost Your Income Even When Rates Are Low.](#)

### Personal

Currently, I live in Annapolis, Maryland, with my wife and two children, where I enjoy being active in my community and serving on the board of directors for a number of non-profit organizations, including the Annapolis Business Association as president, the Annapolis Musicians Fund for Musicians (AMFM) as vice-president, and the Eastport-A-Rockin' Street Festival as the music director. My prior leadership roles have contributed to the success of the Maryland Seafood Festival, the Entrepreneurs' Exchange organization, the Admiral Heights Improvement Association board of directors, the City of Annapolis Alcohol Beverage Control Board, and the Annapolis & Anne Arundel County Chamber of Commerce.

**Steve Samaras**, the owner of Zachary's Jewelers, brings more than 30 years of experience to the jewelry industry. Samaras continues to oversee every diamond and jewelry purchase so that it meets his strict standards for both quality and design. Recognized for his expertise in diamond and jewelry appraising, he has appraised more than 10,000 items for the U.S. Marshall Service in the Baltimore and Washington regions. A member of Jewelers of America and Couture Jeweler, Samaras is highly revered in the industry and sits on the advisory committee for the Centurion Jewelry Show.

Samaras' continued involvement with local charities and their fundraising efforts has solidified the respect he receives from the local community. It was Steve's vision that good deeds would translate into good business. Our local schools, hospital, Hospice, and dozens of other charities and civic organizations have become part of the Zachary's family.

Steve has served as President of the Annapolis Business Association, Vice President of the Annapolis and Anne Arundel County Conference and Visitor's Bureau, Board member of the Annapolis and Anne Arundel County Chamber of Commerce, and a director of Commerce 1st Bank. His service is followed by the entire Zachary's staff who pride themselves on belonging to at least two community charities. We open the store for these good organizations' fundraisers and get together, and have shared many wonderful evenings with these great hearts

April 2009

**John J. Schwarz, Architect**  
**Annapolis, Maryland**

**Vita**

**EDUCATION**

1977 Bachelor of Architecture  
Virginia Polytechnic Institute and State University  
Blacksburg, Virginia

**PROFESSIONAL LICENSING**

- Registered Architect, State of Maryland, 1984
- Registered Architect, State of Pennsylvania, 1998
- Registered Architect, State of Virginia, 2001
- National Council of Architectural Registration Board  
Certificate of Registration 1995
- LEED AP 2008

**PROFESSIONAL EXPERIENCE**

1996 - present Architect **Alt Breeding Schwarz Architects LLC**  
Annapolis, Maryland  
**Principal**

1994 - 1996 Architect **John J. Schwarz, Architect • Parallel Architects**  
Annapolis, Maryland and Washington, D.C.  
**Principal**

1986 - 1993 Architect **Schwarz Purcell Architects, P.A.**  
Annapolis, Maryland  
**Principal**

1984 - 1986 Architect **Ayers Saint Gross Associates, Inc.**  
Baltimore, Maryland  
**Associate/Project Manager**

1982 - 1984 Architect **RTKL Associates, Inc.**  
Baltimore, Maryland  
**Project Architect/Project Designer**

1979 - 1982 Intern Architect **Weller, Fishback and Bohl, P.A.**  
Annapolis, Maryland  
**Project Designer/Architectural Support**

1978 - 1979 Printmaker **IZMO Productions.**  
New York, New York  
**Serigraphy Studio**

## **TEACHING EXPERIENCE**

Spring, 1987 Guest Lecturer	<b>Foundation Design</b> <u>Anne Arundel Community College</u> Arnold, Maryland
Spring, 1986 Visiting Critic	<b>Architectural Studio</b> <u>University of Miami, College of Architecture</u> Miami, Florida
Fall, 1985 Guest Lecturer	<b>Architectural Building Systems</b> <u>Maryland Institute College of Art</u> Baltimore, Maryland
Spring, 1981 Instructor	<b>Two Dimensional Design Studio</b> <u>Virginia Polytechnic Institute and</u> <u>State University, College of Architecture</u> Blacksburg, Virginia
Summer, 1980 Instructor	<b>Printmaking/Serigraphy</b> <u>Maryland Hall for the Arts</u> Annapolis, Maryland
Spring, 1976 Assistant Instructor	<b>Foundation Design Studio</b> <u>Virginia Polytechnic Institute and</u> <u>State University, College of Architecture</u> Blacksburg, Virginia

## **PROFESSIONAL AWARDS, HONORS and EXHIBITS**

2008	AACO Historical Preservation Society <b>Wiley H. Bates</b> Adaptive Re-use
2008	Urban Land Institute - Award of Excellence <b>Wiley H. Bates</b> Adaptive Re-use
2007	Mayor/City of Annapolis - Green Star Environmental Award <b>Severn Bank Building</b>
2006	Historic Annapolis Foundation <b>Wiley H. Bates</b> Adaptive Re-use
2006	ABC Baltimore - Outstanding Project Award <b>Wiley H. Bates</b> Adaptive Re-use
2005	AIACBC - Award of Excellence <b>USNA MarineCorp Memorial Stadium</b>
2004	Mayor/City of Annapolis - Green Star Environmental Award <b>USNA MarineCorp Memorial Stadium</b>
2002	ABC Baltimore - Project of the Year <b>Suburban Federal Bank</b> , Crofton, MD
2000	ABC Washington - Outstanding Project Award <b>PGCO Hearing Room</b> , Largo, MD
1999	Historic Annapolis Foundation - Preservation Award <b>180 Main Street</b> , Annapolis, MD
1999	ABC Baltimore - Outstanding Project Award <b>Pinkney Hall - St. John's College</b>

1997 Historic Annapolis Foundation - Preservation Award  
**Mangia/81 Main Street**, Annapolis, MD

1993 ABC Baltimore - Outstanding Project Award  
**Mountain Christian Church**, Joppa, MD

1990 *Baltimore Magazine*, Residential Design Award  
**Reddick Residence**, Annapolis, Maryland.

1990 Anne Arundel Cty. Executive Excellence in Design Award  
**Forest Plaza Adaptive Reuse**, Annapolis, MD

1988 Tarnished Vistas Competition Design Award  
MFA Gallery/HAF, Annapolis, MD

1986 Baltimore Chapter, AIA Award of Merit  
**Savings Bank of Baltimore**, Baltimore, MD

1986 Baltimore Chapter, AIA Design Citation  
**Tremont Plaza Hotel**, Baltimore, MD

1983 Print Casebooks Environmental Design Award  
**Mazza Galleria**, Bethesda, MD

1981 Vietnam Veterans Memorial Competition  
Washington, D.C.

1980 Kodak International Photography Exhibit  
Merit Award.

1979 Maryland Federation of Art Gallery  
One Man Show, serigraphs.

1978 Maryland Biennial Exhibit,  
Baltimore Museum of Art, Baltimore, MD.

### **PUBLICATIONS**

November, 2008 *Spaces Magazine*  
Alt Breeding Schwarz - Kitchen Design

Winter, 2008 *Real Estate and Construction Review*  
Alt Breeding Schwarz - Severn Bank Project

November, 1988 *Publick Enterprise*  
Schwarz Purcell Architects, P.A.

November, 1988 *Publick Enterprise*  
Schwarz Purcell Architects, P.A.

June, 1988 *Baltimore Sun, Arundel Sun*  
Tarnished Vistas

October, 1987 *Interiors*  
BNU Restaurant

April, 1987 *Interiors*  
Savings Bank of Baltimore

1984 (Annual) *Print Casebooks*  
Mazza Galleria

### **COMMUNITY SERVICE**

Spa Creek Conservancy  
2005-present Member/Volunteer

AACO/St. Mary's-Annapolis Youth Lacrosse  
1990 - present Coach

City of Annapolis 2005	Commission on Environmental Matters (Appointment by Mayor's Office)
Severn River Association 1987 - 2005	Member
Historic Annapolis Foundation 1989 - 2004	Member
National Trust for Historic Preservation 1990 - 2004	Member
City of Annapolis 2002	Commission on Fire Safety (Appointment by Mayor's Office)
Chesapeake Bay Foundation 1987-2002	Member/Volunteer
Severn River Commission 1992 - 1999	Commission Member (City of Annapolis)
President's Hill Community Association 1989-1998	Board Member, President, 1990-1992.
Red Cross Blood/Hemapheresis Program 1981 - present	Donor

***PERSONAL AND REFERENCES UPON REQUEST***

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# CITY COUNCIL OF THE CITY OF ANNAPOLIS

ORDINANCE NO. O-34-93

SPONSORED BY ALDERMAN TURNER

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First Reader: *Turner*

Referred to:

Referral Hearing:

Report and Recommendations:

City Council Hearing:

Amendments Adopted:

Second Reader:

Third Reader:

Effective Date:

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AN ORDINANCE concerning

Beale Street

FOR the purpose of authorizing the conveyance of all its rights, title and interest, if any in and to a strip of ground, being a portion of an unimproved street known as Beale Street, to adjacent property owners whose property is contiguous to said parcel of ground; providing for the property to be sold at private sale; and all matters relating to said authorization.

WHEREAS, five abutting property owners along a portion of the unimproved street known as Beale Street have requested the City to convey unto them all of the City's right, title and interest, if any, in and to portions of the beds of said street contiguous to their property; and

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6 WHEREAS, the City Council has determined that said parcels of ground are no  
7 longer required for public use; and  
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9 WHEREAS, Section 74 of the Charter of the City of Annapolis (1989 Edition and  
10 Supplement) requires the passage of an ordinance before disposing  
11 of any property no longer needed for public use.  
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13

14 NOW THEREFORE:

15  
16 **SECTION I: BE IT ESTABLISHED AND ORDAINED BY THE ANNAPOLIS CITY**  
17 **COUNCIL** that a portion of the unimproved street known as Beale Street, between  
18 Boucher Avenue and Windsor Avenue, is declared to be no longer required for public  
19 use, and the City Council is hereby authorized to convey all of its right, title, interest,  
20 if any, in and to said parcel of ground, for a consideration of One Dollar, to the  
21 adjacent, abutting property owners, Louis Knight of 1220 Madison Street, Elizabeth  
22 Weems of 1222 Madison Street, Pheautry Douglas of 1224 Madison Street, Lenwood  
23 K. Pergerson of 1226 Madison Street, and Joseph and Emma Carter of 1228 Madison  
24 Street, in the City of Annapolis, subject to the following conditions:  
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28 1. That said purchasers shall cause to be made, at their sole expense, a metes and  
29 bounds survey description of each of said parcels of ground and a plat in  
30 recordable form, by a registered land surveyor, and submit same to the City's  
31 Department of Public Works for review and approval;  
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33  
34 2. That said purchasers shall cause deeds for the *aforsaid parcels* of ground to  
35 be prepared at their sole expense, and submit same to the City Attorney for  
36 review and approval;  
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39 3. That said purchasers shall bear all of the costs in connection with the transfer  
40 of said parcels of ground, including attorney's fees, survey expenses, and  
41 recordation costs; and  
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43 4. That neither of said parcels of ground shall be used to create separate building  
44 lots.  
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SECTION II: AND BE IT FURTHER ESTABLISHED AND ORDAINED BY THE ANNAPOLIS CITY COUNCIL that this Ordinance shall take effect from the date of its passage.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 1993.

ATTEST:

THE ANNAPOLIS CITY COUNCIL

\_\_\_\_\_  
Patricia L. Bembe, CMC/AE  
City Clerk

BY: \_\_\_\_\_  
ALFRED A. HOPKINS, MAYOR

EXPLANATION:

CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.  
((Double Parenthesis)) indicate matter deleted from existing law.  
Underling indicates amendments to the bill.  
~~Strike-Out~~ indicates matter stricken from the bill by amendment or deleted from the law by amendment.

QUIT CLAIM DEED

THIS QUIT CLAIM DEED is made this 5<sup>th</sup> day of November 2012, by and between the City of Annapolis, a municipal corporation of the State of Maryland, Grantor, and Emma C. Carter Estate and Louise Howard, Grantee.

WHEREAS, the Grantor has determined that the property which is the subject of this Quit Claim Deed is not needed for any public purpose;

WHEREAS, this Quit Claim Deed is authorized pursuant to Ordinance No. O-36-93 of the City of Annapolis;

NOW, THEREFORE, in consideration of this premise, the sum of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the Grantor hereby remises, releases and quit claims to the Grantee, her successors and assigns, all right, title and interest, if any, it may have in the property described in Exhibit A attached hereto and designated on Exhibit B attached hereto as Parcel 1A, being located adjacent to the Grantee's property at 1228 Madison Street, Annapolis, Maryland, which Emma M. Carter acquired by Joseph L. Carter and Emma M. Carter by Deed recorded among the land records of Anne Arundel County, Maryland, in liber 2354, page 86; Joseph L. Carter having predeceased Emma M. Carter, and Emma M. Carter having died thereafter, and her Estate No. 51649 having deeded the property to Louise V. Howard by deed recorded at Book 21040 page 0482.

BEING part of Beale Street unimproved, located in the City of Annapolis, Anne Arundel County, State of Maryland, and being shown on a plat entitled "Boucher Woods" recorded among the plat records of Anne Arundel County, Maryland in Plat Book 30, page 97.

TOGETHER with the buildings and improvements thereupon erected, made or being and all and any rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

SUBJECT to a permanent and perpetual utility easement on, over, under, along, across and through all of parcel 1A, which shall allow the Grantor entry to inspect, maintain, repair and replace any existing utilities within parcel 1A, and to construct, inspect, maintain, repair and replace new utilities within parcel 1A which the Grantor, in its sole discretion, determines are in the public interest;

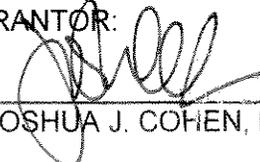
THE GRANTOR declares and affirms under the penalty of perjury that the consideration paid or to be paid for this Quit Claim Deed, including the amount of any mortgage or deed of trust outstanding, is zero.

IN WITNESS WHEREOF, the Grantor has executed this Quit Claim Deed on the date first above written.

ATTEST AS TO ALL:

  
REGINA WATKINS-ELDRIDGE, City Clerk

GRANTOR:

By:  (SEAL)  
JOSHUA J. COHEN, Mayor

By: Richard E. Israel (SEAL)  
RICHARD E. ISRAEL, Alderman

By: Frederick M. Paone (SEAL)  
FREDERICK M. PAONE, Alderman

By: Classie G. Hoyle (SEAL)  
CLASSIE G. HOYLE, Alderwoman

By: Sheila M. Finlayson (SEAL)  
SHEILA M. FINLAYSON, Alderwoman

By: Matthew Silverman (SEAL)  
MATTHEW SILVERMAN, Alderman

By: Kenneth A. Kirby (SEAL)  
KENNETH A. KIRBY, Alderman

By: Ian Pfeiffer (SEAL)  
IAN PFEIFFER, Alderman

By: Ross H. Arnett, III (SEAL)  
ROSS H. ARNETT, III, Alderman

BME

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY that on this 5<sup>th</sup> day of November, 2012, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared the Mayor and Aldermen of the City of Annapolis, Maryland, known to me or satisfactorily proven to be the persons whose signatures appear above, and they have signed this Quit Claim Deed in my presence and acknowledged that it is their free and voluntary act and the free and voluntary act of the City of Annapolis made for the purposes stated therein.

AS WITNESS my hand and Notarial Seal.

RWD [Signature]  
Notary Public  
My Commission Expires: 11/19/15

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Gary M. Elson                      11-5-12  
Gary M. Elson                      Date  
Assistant City Attorney

Pursuant to Annotated Code of Maryland, Real Property Article, Section 3-104, it is certified hereby that this Quit Claim Deed has been prepared by the undersigned, an attorney admitted to practice before the Court of Appeals of Maryland.

Gary M. Elson  
GARY M. ELSON

**Emma C. Carter Estate and Louise Howard  
1228 Madison Street Annapolis MD 21403  
06-000-01247403**

Return to: Gary M. Elson  
City of Annapolis Office of Law  
93 Main Street, third Floor  
Annapolis, MD 21401



**C.D. MEEKINS & ASSOCIATES, INC.**

*Consulting Engineers and Surveyors*

Mailing Address: P.O. Box 2151 • Annapolis, MD 21404-2151

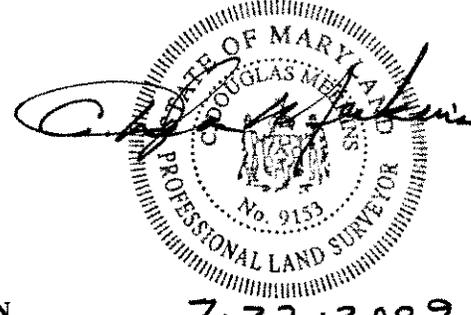
Corporate Office Located at: 159 Main Street • Second Floor

Web Site: [www.CDMEEKINS.com](http://www.CDMEEKINS.com)

Annapolis: 410-267-0744

Baltimore: 410-269-7807

Fax: 410-267-0338



**EXHIBIT "A"**  
**METES & BOUNDS DESCRIPTION**  
**PARCEL 1A**  
**(BEING ACQUIRED FROM THE CITY OF ANNAPOLIS)**

BEGINNING FOR THE SAME AT AN IRON ROD WITH CAP SET WHICH MARKS THE BOUNDARY COMMON TO BEALE STREET, NOW UNIMPROVED, LOT 1 AND LOT 2, SAID LOTS BEING SHOWN ON THE PLAT ENTITLED, "BOUCHER WOODS" AND RECORDED AMONG THE PLAT RECORDS OF ANNE ARUNDEL COUNTY IN PLAT BOOK 30, FOLIO 97. THENCE FROM THE POINT OF BEGINNING SO FIXED AND LEAVING SAID LOT 2 AND BINDING ON THE BOUNDARY LINE COMMON TO LOT 1 AND BEALE STREET, UNIMPROVED AND WITH ALL BEARINGS REFERENCED TO THE CITY OF ANNAPOLIS COORDINATE SYSTEM BY WAY OF DIRECT TIES TO THE CITY OF ANNAPOLIS MONUMENTS NO. 18495 AND NO. 18496, EACH BEING A BRASS ROD FOUND IN THE CURBS AT THE NORTHWEST SIDE OF BOUCHER AVENUE AND THE SOUTHWEST SIDE OF PRESIDENT STREET AND THE CURBS AT THE SOUTHEAST SIDE OF BOUCHER AVENUE AND THE NORTHEAST SIDE OF JEFFERSON STREET, RESPECTIVELY

1. NORTH 24° 02' 17" WEST, 77.01 FT. TO AN IRON ROD WITH CAP SET WHICH MARKS A BOUNDARY COMMON TO LOT 1, BOUCHER AVENUE AND BEALE STREET, UNIMPROVED; THENCE LEAVING SAID LAST MENTIONED POINT AND ALONG BOUCHER AVENUE AND BEALE STREET, UNIMPROVED, FOR A LINE OF DIVISION AS NOW ESTABLISHED AND BINDING ON THE PROLONGATION OF THE DIVISION LINE OF LOT 1
2. NORTH 63° 58' 03" EAST, 30.41 FT. TO AN IRON ROD WITH CAP SET AND TO INTERSECT THE SOUTHWESTERNMOST BOUNDARY LINE AS DESCRIBED IN THAT CONVEYANCE FROM LONERGAN PROPERTIES, L.L.C., A MARYLAND LIMITED LIABILITY COMPANY TO BASHEER/EDGEMOORE-LONERGAN, L.L.C., BY DEED DATED THE 28<sup>TH</sup> DAY OF APRIL, 2005 AND RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN BOOK 16458, PAGE 0018; THENCE BINDING ON PART OF SAID LAST MENTIONED SOUTHWESTERNMOST BOUNDARY LINE AND BINDING ON NORTHEASTERNMOST SIDE OF BEALE STREET, UNIMPROVED
3. SOUTH 23° 56' 49" EAST, 78.07 FT. TO AN IRON ROD WITH CAP SET AND TO INTERSECT THE PROLONGATION OF THE DIVISION LINE BETWEEN LOT 1 AND LOT 2, BOUCHER WOODS; THENCE LEAVING SAID CONVEYANCE FROM LONERGAN PROPERTIES, L.L.C., CROSSING SAID BEALE STREET, UNIMPROVED, FOR A LINE OF DIVISION AS NOW ESTABLISHED AND BINDING ON SAID LAST MENTIONED PROLONGATION, REVERSELY
4. SOUTH 65° 57' 43" WEST, 30.27 FT. TO THE POINT OF BEGINNING. CONTAINING 2,351 SQ. FT., MORE OR LESS, OR 0.0540 OF AN ACRE, MORE OR LESS, WITHIN THE BOUNDS OF THIS DESCRIPTION ACCORDING TO A SURVEY AND PLAT PREPARED BY C.D. MEEKINS & ASSOCIATES, INC., CONSULTING ENGINEERS AND SURVEYORS.

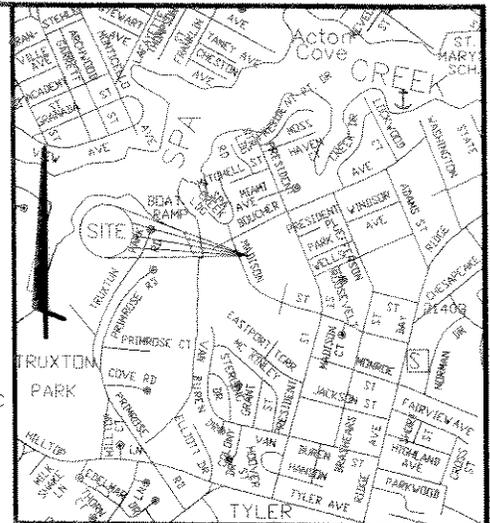
BEING AND INTENDED TO BE ALL OF THE FULL WIDTH PORTION OF BEALE STREET, UNIMPROVED LYING AND BEING BETWEEN THE PROLONGATION OF THE SIDE BOUNDARY LINES OF LOT 1, "BOUCHER WOODS".

MDM

L:\Admin\Legal Descriptions\7041-Howard-Exh A-Parcel 1A Being Acquired From COA 20090722.doc

**PARCEL 1A**

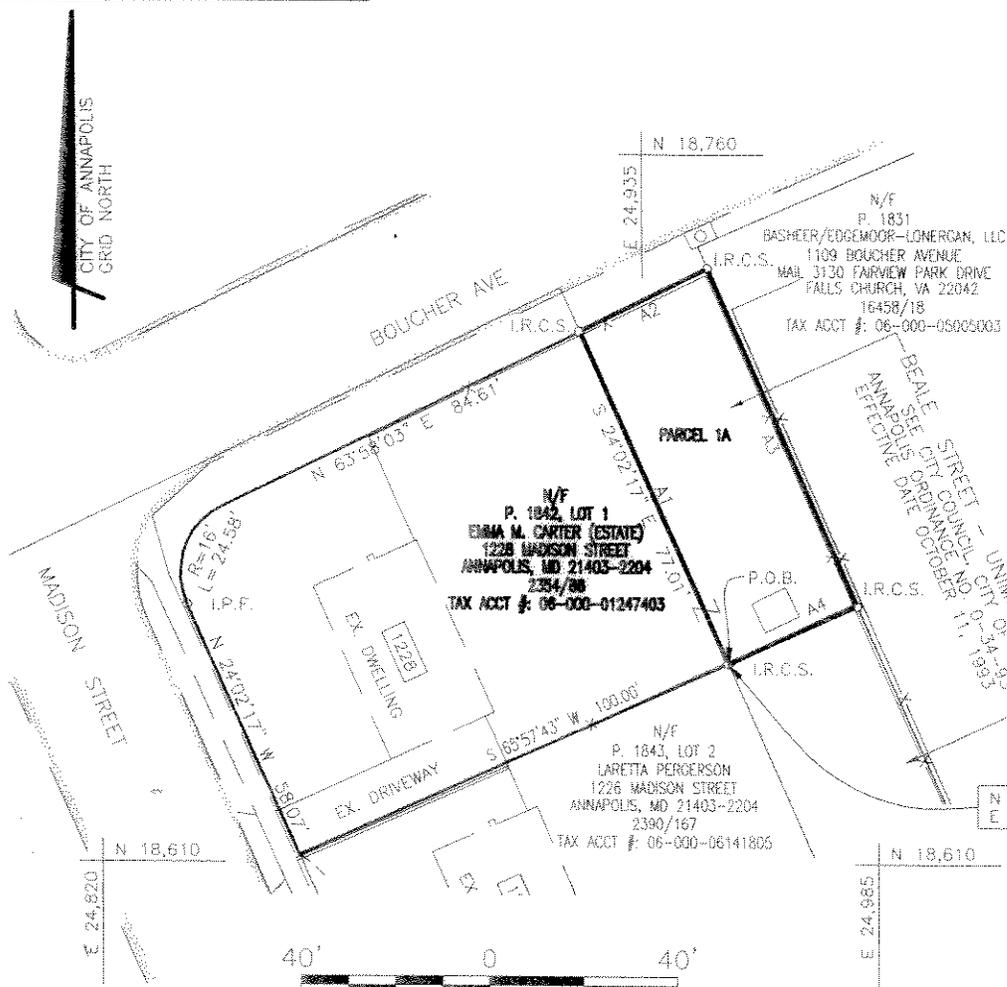
LINE	BEARING	DISTANCE
A1	N 24°02'17" W	77.01'
A2	N 63°58'03" E	30.41'
A3	S 23°56'49" E	78.07'
A4	S 65°57'43" W	30.27'
AREA = 2,351 S.F. ± / 0.0540 AC ±		



APPROVED:  
DEPARTMENT OF PUBLIC WORKS  
CITY OF ANNAPOLIS, MARYLAND

DIRECTOR OF PUBLIC WORKS

DATE



FOR REF. SEE:  
DEED BOOK 2354, PAGE 86.  
PLAT BOOK 30, PAGE 97.

I.P.F. INDICATES IRON PIPE FOUND.  
I.R.C.S. INDICATES IRON ROD W/CAP SET.

BEARINGS SHOWN HEREON ARE BASED UPON THE CITY OF ANNAPOLIS COORDINATE SYSTEM BY WAY OF DIRECT TIES TO COORDINATE STATION NO. 18495 AND COORDINATE STATION NO. 18496, EACH BEING A BRASS ROD FOUND IN THE EXISTING PAVING OF BOUCHER AVENUE, ALL AS SHOWN ON ANNAPOLIS PUBLIC WORKS ENGINEERING AND CONSTRUCTION COORDINATE RECORD CARDS.

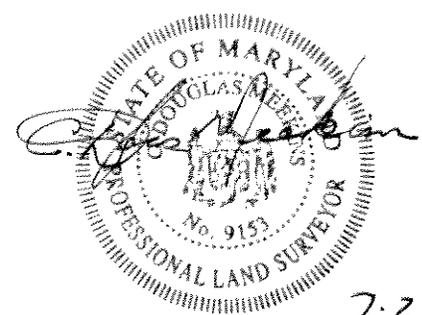
**FLOOD HAZARD ZONE STATEMENT**

THE PARCEL OF LAND SHOWN HEREON IS LOCATED WITHIN ZONE C, (AREA OF MINIMAL FLOODING) AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP: 240009 0005 B, EFFECTIVE DATE: NOVEMBER 4, 1981.

THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT, WHICH MAY REVEAL ADDITIONAL CONVEYANCES, EASEMENTS, RIGHTS-OF-WAY OR BUILDING RESTRICTION LINES NOT SHOWN HEREON.

**SURVEYOR'S CERTIFICATION**

THIS IS TO CERTIFY TO LOUISE HOWARD THAT THIS BOUNDARY SURVEY, TO THE BEST OF MY KNOWLEDGE, BELIEF, AND INFORMATION, MEETS THE MINIMUM STANDARDS OF PRACTICE AS NOW ADOPTED BY THE BOARD FOR PROFESSIONAL LAND SURVEYORS.



7-22-2009

C. DOUGLAS MEEKINS MD. NO. 9153 DATE  
PROFESSIONAL LAND SURVEYOR

**C. D. MEEKINS & ASSOCIATES, INC.**  
CONSULTING ENGINEERS & SURVEYORS  
159 MAIN STREET SECOND FLOOR, P.O. BOX 2151  
ANNAPOLIS, MARYLAND 21404-2151  
PHONE: 410-267-0744

**PORTION OF BEALE STREET ACQUISITION**  
1228 MADISON STREET  
ANNAPOLIS, 21403-2204  
TAX MAP 51F, GRID 18, PARCEL 1842, LOT 1  
6TH ASSESSMENT DIST, ANNE ARUNDEL COUNTY, MARYLAND

**QUIT CLAIM DEED**

THIS QUIT CLAIM DEED is made this 5<sup>th</sup> day of November, 2012, by and between the City of Annapolis, a municipal corporation of the State of Maryland, Grantor, and **Jacqueline S. Douglas**, Grantee.

WHEREAS, the Grantor has determined that the property which is the subject of this Quit Claim Deed is not needed for any public purpose;

WHEREAS, this Quit Claim Deed is authorized pursuant to Ordinance No. O-36-93 of the City of Annapolis;

NOW, THEREFORE, in consideration of this premise, the sum of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the Grantor hereby remises, releases and quit claims to the Grantee, her successors and assigns, all right, title and interest, if any, it may have in the property described in Exhibit A attached hereto and designated on Exhibit B attached hereto as **Parcel 3A**, being located adjacent to the Grantee's property at **1224 Madison Street**, Annapolis, Maryland, which the Grantee acquired by Deed recorded among the land records of Anne Arundel County, Maryland, in liber 18792, page 74, subject to a life estate with full powers to Pheautry Douglas; Pheautry Douglas having predeceased the Grantee.

BEING part of Beale Street unimproved, located in the City of Annapolis, Anne Arundel County, State of Maryland, and being shown on a plat entitled "Boucher Woods" recorded among the plat records of Anne Arundel County, Maryland in Plat Book 30, page 97.

TOGETHER with the buildings and improvements thereupon erected, made or being and all and any rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

SUBJECT to a permanent and perpetual utility easement on, over, under, along, across and through all of parcel 3A, which shall allow the Grantor entry to inspect, maintain, repair and replace any existing utilities within parcel 3A, and to construct, inspect, maintain, repair and replace new utilities within parcel 3A which the Grantor, in its sole discretion, determines are in the public interest;

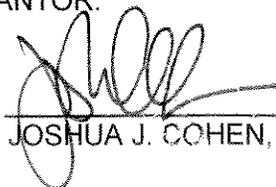
THE GRANTOR declares and affirms under the penalty of perjury that the consideration paid or to be paid for this Quit Claim Deed, including the amount of any mortgage or deed of trust outstanding, is zero.

IN WITNESS WHEREOF, the Grantor has executed this Quit Claim Deed on the date first above written.

ATTEST AS TO ALL:

  
REGINA WATKINS-ELDRIDGE, City Clerk

GRANTOR:

By:  (SEAL)  
JOSHUA J. COHEN, Mayor

By: Richard E. Israel (SEAL)  
RICHARD E. ISRAEL, Alderman

By: Frederick M. Paone (SEAL)  
FREDERICK M. PAONE, Alderman

By: Classie G. Hoyle (SEAL)  
CLASSIE G. HOYLE, Alderwoman

By: Sheila M. Finlayson (SEAL)  
SHEILA M. FINLAYSON, Alderwoman

By: Matthew Silverman (SEAL)  
MATTHEW SILVERMAN, Alderman

By: Kenneth A. Kirby (SEAL)  
KENNETH A. KIRBY, Alderman

By: Ian Pfeiffer (SEAL)  
IAN PFEIFFER, Alderman

By: ~~\_\_\_\_~~ (SEAL) ~~ROSS H. ARNETT, III, Alderman~~ *GME*

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY that on this 5th day of November, 2012, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared the Mayor and Aldermen of the City of Annapolis, Maryland, known to me or satisfactorily proven to be the persons whose signatures appear above, and they have signed this Quit Claim Deed in my presence and acknowledged that it is their free and voluntary act and the free and voluntary act of the City of Annapolis made for the purposes stated therein.

AS WITNESS my hand and Notarial Seal.

Paul E. Eledge  
Notary Public  
My Commission Expires: 11/19/15

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Gary M. Elson                      11-5-12  
Gary M. Elson                      Date  
Assistant City Attorney

Pursuant to Annotated Code of Maryland, Real Property Article, Section 3-104, it is certified hereby that this Quit Claim Deed has been prepared by the undersigned, an attorney admitted to practice before the Court of Appeals of Maryland.

Gary M. Elson  
GARY M. ELSON

**Jacqueline S. Douglas**  
**1224 Madison Street Annapolis MD 21403**  
**06-000-00784465**

Return to: Gary M. Elson  
City of Annapolis Office of Law  
93 Main Street, Third Floor  
Annapolis, MD 21401



**C.D. MEEKINS & ASSOCIATES, INC.**

*Consulting Engineers and Surveyors*

Mailing Address: P.O. Box 2151 • Annapolis, MD 21404-2151

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Web Site: [www.CDMEEKINS.com](http://www.CDMEEKINS.com)

Annapolis: 410-267-0744

Baltimore: 410-269-7807

Fax: 410-267-0338

EXHIBIT "A"  
**METES & BOUNDS DESCRIPTION**  
**PARCEL 3A**  
**(BEING ACQUIRED FROM THE CITY OF ANNAPOLIS)**

BEGINNING FOR THE SAME AT AN IRON ROD WITH CAP SET WHICH MARKS THE BOUNDARY COMMON TO BEALE STREET, NOW UNIMPROVED, LOT 3 AND LOT 4, SAID LOTS BEING SHOWN ON THE PLAT ENTITLED, "BOUCHER WOODS" AND RECORDED AMONG THE PLAT RECORDS OF ANNE ARUNDEL COUNTY IN PLAT BOOK 30, FOLIO 97. THENCE FROM THE POINT OF BEGINNING SO FIXED AND LEAVING SAID LOT 4 AND BINDING ON THE BOUNDARY LINE COMMON TO LOT 3 AND BEALE STREET, UNIMPROVED AND WITH ALL BEARINGS REFERENCED TO THE CITY OF ANNAPOLIS COORDINATE SYSTEM BY WAY OF DIRECT TIES TO THE CITY OF ANNAPOLIS MONUMENTS NO. 18495 AND NO. 18496, EACH BEING A BRASS ROD FOUND IN THE CURBS AT THE NORTHWEST SIDE OF BOUCHER AVENUE AND THE SOUTHWEST SIDE OF PRESIDENT STREET AND THE CURBS AT THE SOUTHEAST SIDE OF BOUCHER AVENUE AND THE NORTHEAST SIDE OF JEFFERSON STREET, RESPECTIVELY

1. NORTH 24° 02' 17" WEST, 60.00 FT. TO AN IRON ROD WITH CAP SET WHICH MARKS A BOUNDARY COMMON TO LOT 2, LOT 3 AND BEALE STREET, UNIMPROVED; THENCE LEAVING SAID LAST MENTIONED POINT AND CROSSING BEALE STREET, UNIMPROVED, FOR A LINE OF DIVISION AS NOW ESTABLISHED AND BINDING ON THE PROLONGATION OF THE DIVISION LINE BETWEEN LOT 2 AND LOT 3
2. NORTH 65° 57' 43" EAST, 30.17 FT. TO AN IRON ROD WITH CAP SET AND TO INTERSECT THE SOUTHWESTERNMOST BOUNDARY LINE DESCRIBED IN THAT CONVEYANCE FROM LONERGAN PROPERTIES, L.L.C., A MARYLAND LIMITED LIABILITY COMPANY TO BASHEER/EDGEMOORE-LONERGAN, L.L.C., BY DEED DATED THE 28<sup>TH</sup> DAY OF APRIL, 2005 AND RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN BOOK 16458, PAGE 0018; THENCE BINDING ON PART OF SAID LAST MENTIONED SOUTHWESTERNMOST BOUNDARY LINE AND BINDING ON NORTHEASTERNMOST SIDE OF BEALE STREET, UNIMPROVED
3. SOUTH 23° 56' 49" EAST, 60.00 FT. TO AN IRON ROD WITH CAP SET AND TO INTERSECT THE PROLONGATION OF THE DIVISION LINE BETWEEN LOT 3 AND LOT 4, BOUCHER WOODS; THENCE LEAVING SAID CONVEYANCE FROM LONERGAN PROPERTIES, L.L.C., CROSSING SAID BEALE STREET, UNIMPROVED, FOR A LINE OF DIVISION AS NOW ESTABLISHED AND BINDING ON SAID LAST MENTIONED PROLONGATION, REVERSELY
4. SOUTH 65° 57' 43" WEST, 30.08 FT. TO THE POINT OF BEGINNING. CONTAINING 1,807 SQ. FT., MORE OR LESS, OR 0.04149 OF AN ACRE, MORE OR LESS, WITHIN THE BOUNDS OF THIS DESCRIPTION ACCORDING TO A SURVEY AND PLAT PREPARED BY C.D. MEEKINS & ASSOCIATES, INC., CONSULTING ENGINEERS AND SURVEYORS.

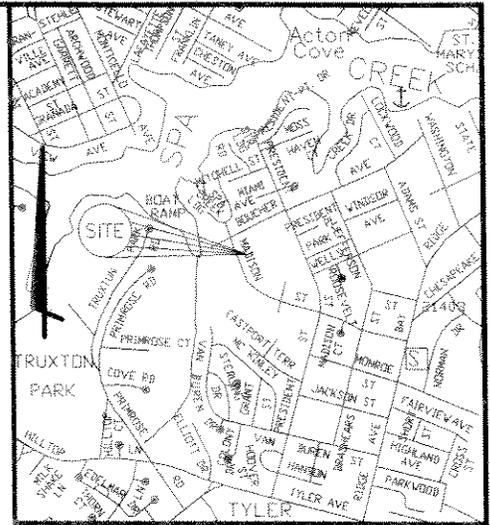
BEING AND INTENDED TO BE ALL OF THE FULL WIDTH PORTION OF BEALE STREET, UNIMPROVED LYING AND BEING BETWEEN THE PROLONGATION OF THE SIDE BOUNDARY LINES OF LOT 3, "BOUCHER WOODS".



RAH:mas  
05/29/08 - 07-7036  
L:\Admin\Legal Descriptions\7036-Douglas-Exh A-Parcel 3A Being Acquired From COA 20090722.doc

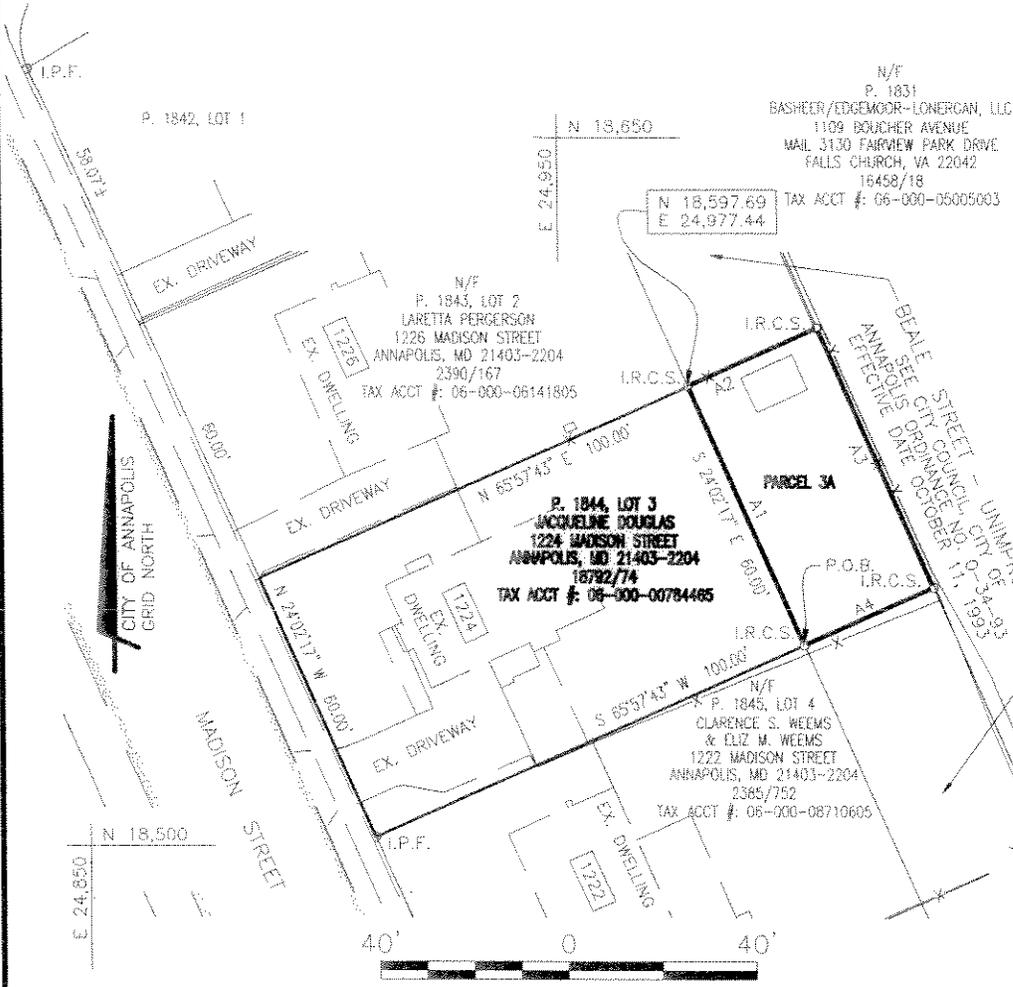
**PARCEL 3A**

LINE	BEARING	DISTANCE
A1	N 24°02'17" W	60.00'
A2	N 65°57'43" E	30.17'
A3	S 23°56'49" E	60.00'
A4	S 65°57'43" W	30.08'
AREA = 1,807 S.F. ± / 0.04149 AC ±		



APPROVED:  
DEPARTMENT OF PUBLIC WORKS  
CITY OF ANNAPOLIS, MARYLAND

DIRECTOR OF PUBLIC WORKS \_\_\_\_\_ DATE \_\_\_\_\_



SCALE: 1"=40'

SURVEYOR'S CERTIFICATION

THIS IS TO CERTIFY TO JACQUELINE DOUGLAS THAT THIS BOUNDARY SURVEY, TO THE BEST OF MY KNOWLEDGE, BELIEF, AND INFORMATION, MEETS THE MINIMUM STANDARDS OF PRACTICE AS NOW ADOPTED BY THE BOARD FOR PROFESSIONAL LAND SURVEYORS.

FOR REF. SEE:  
DEED BOOK 1879, PAGE 167.  
PLAT BOOK 30, PAGE 97.

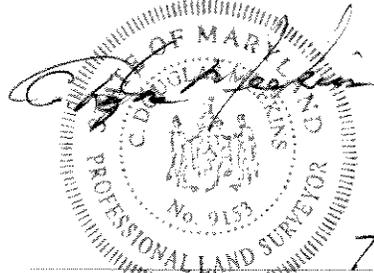
I.P.F. INDICATES IRON PIPE FOUND.  
I.R.C.S. INDICATES IRON ROD W/CAP SET.

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FLOOD HAZARD ZONE STATEMENT

THE PARCEL OF LAND SHOWN HEREON IS LOCATED WITHIN ZONE C, (AREA OF MINIMAL FLOODING) AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP: 240009 0005 B, EFFECTIVE DATE: NOVEMBER 4, 1981.

THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT, WHICH MAY REVEAL ADDITIONAL CONVEYANCES, EASEMENTS, RIGHTS-OF-WAY OR BUILDING RESTRICTION LINES NOT SHOWN HEREON.



C. DOUGLAS MEEKINS, MD. NO. 9153 DATE 7.22.2009  
PROFESSIONAL LAND SURVEYOR

**C. D. MEEKINS & ASSOCIATES, INC.**  
CONSULTING ENGINEERS & SURVEYORS  
159 MAIN STREET SECOND FLOOR, P.O. BOX 2151  
ANNAPOLIS, MARYLAND 21404-2151  
PHONE: 410-267-0744

**PORTION OF BEALE STREET ACQUISITION**  
1224 MADISON STREET  
ANNAPOLIS, 21403-2204  
TAX MAP 51F, GRID 18, PARCEL 1844, LOT 3  
6TH ASSESSMENT DIST., ANNE ARUNDEL COUNTY, MARYLAND

**QUIT CLAIM DEED**

THIS QUIT CLAIM DEED is made this 5<sup>th</sup> day of November 2012, by and between the City of Annapolis, a municipal corporation of the State of Maryland, Grantor, and **Laretta Pergerson**, Grantee.

WHEREAS, the Grantor has determined that the property which is the subject of this Quit Claim Deed is not needed for any public purpose;

WHEREAS, this Quit Claim Deed is authorized pursuant to Ordinance No. O-36-93 of the City of Annapolis;

NOW, THEREFORE, in consideration of this premise, the sum of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the Grantor hereby remises, releases and quit claims to the Grantee, her successors and assigns, all right, title and interest, if any, it may have in the property described in Exhibit A attached hereto and designated on Exhibit B attached hereto as **Parcel 2A**, being located adjacent to the Grantee's property at **1226 Madison Street**, Annapolis, Maryland, which the Grantee acquired with Lenwood K. Pergerson by Deed recorded among the land records of Anne Arundel County, Maryland, in liber 2390, page 167; Lenwood K. Pergerson having predeceased the Grantee.

BEING part of Beale Street unimproved, located in the City of Annapolis, Anne Arundel County, State of Maryland, and being shown on a plat entitled "Boucher Woods" recorded among the plat records of Anne Arundel County, Maryland in Plat Book 30, page 97.

TOGETHER with the buildings and improvements thereupon erected, made or being and all and any rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

SUBJECT to a permanent and perpetual utility easement on, over, under, along, across and through all of parcel 2A, which shall allow the Grantor entry to inspect, maintain, repair and replace any existing utilities within parcel 2A, and to construct, inspect, maintain, repair and replace new utilities within parcel 2A which the Grantor, in its sole discretion, determines are in the public interest;

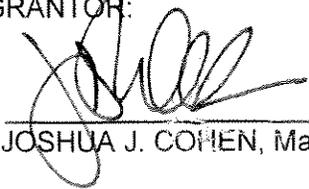
THE GRANTOR declares and affirms under the penalty of perjury that the consideration paid or to be paid for this Quit Claim Deed, including the amount of any mortgage or deed of trust outstanding, is zero.

IN WITNESS WHEREOF, the Grantor has executed this Quit Claim Deed on the date first above written.

ATTEST AS TO ALL:

  
REGINA WATKINS-ELDRIDGE, City Clerk

GRANTOR:

By:  (SEAL)  
JOSHUA J. COHEN, Mayor

By: Richard E. Israel (SEAL)  
RICHARD E. ISRAEL, Alderman

By: Frederick M. Paone (SEAL)  
FREDERICK M. PAONE, Alderman

By: Classie G. Hoyle (SEAL)  
CLASSIE G. HOYLE, Alderwoman

By: Sheila M. Finlayson (SEAL)  
SHEILA M. FINLAYSON, Alderwoman

By: Matthew Silverman (SEAL)  
MATTHEW SILVERMAN, Alderman

By: Kenneth A. Kirby (SEAL)  
KENNETH A. KIRBY, Alderman

By: Ian Pfeiffer (SEAL)  
IAN PFEIFFER, Alderman

By: Ross H. Arnett, III (SEAL) *GME*  
ROSS H. ARNETT, III, Alderman

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY that on this 5<sup>th</sup> day of November, 2012, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared the Mayor and Aldermen of the City of Annapolis, Maryland, known to me or satisfactorily proven to be the persons whose signatures appear above, and they have signed this Quit Claim Deed in my presence and acknowledged that it is their free and voluntary act and the free and voluntary act of the City of Annapolis made for the purposes stated therein.

AS WITNESS my hand and Notarial Seal.

[Signature]  
Notary Public  
My Commission Expires: 11/19/15





**C.D. MEEKINS & ASSOCIATES, INC.**

*Consulting Engineers and Surveyors*

Mailing Address: P.O. Box 2151 • Annapolis, MD 21404-2151

Corporate Office Located at: 159 Main Street • Second Floor

Web Site: [www.CDMEEKINS.com](http://www.CDMEEKINS.com)

Annapolis: 410-267-0744

Baltimore: 410-269-7807

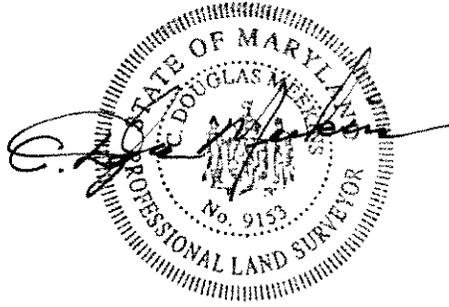
Fax: 410-267-0338

EXHIBIT "A"  
**METES & BOUNDS DESCRIPTION**  
**PARCEL 2A**  
**(BEING ACQUIRED FROM THE CITY OF ANNAPOLIS)**

BEGINNING FOR THE SAME AT AN IRON ROD WITH CAP SET WHICH MARKS THE BOUNDARY COMMON TO BEALE STREET, NOW UNIMPROVED, LOT 2 AND LOT 3, SAID LOTS BEING SHOWN ON THE PLAT ENTITLED, "BOUCHER WOODS" AND RECORDED AMONG THE PLAT RECORDS OF ANNE ARUNDEL COUNTY IN PLAT BOOK 30, FOLIO 97. THENCE FROM THE POINT OF BEGINNING SO FIXED AND LEAVING SAID LOT 3 AND BINDING ON THE BOUNDARY LINE COMMON TO LOT 2 AND BEALE STREET, UNIMPROVED AND WITH ALL BEARINGS REFERENCED TO THE CITY OF ANNAPOLIS COORDINATE SYSTEM BY WAY OF DIRECT TIES TO THE CITY OF ANNAPOLIS MONUMENTS NO. 18495 AND NO. 18496, EACH BEING A BRASS ROD FOUND IN THE CURBS AT THE NORTHWEST SIDE OF BOUCHER AVENUE AND THE SOUTHWEST SIDE OF PRESIDENT STREET AND THE CURBS AT THE SOUTHEAST SIDE OF BOUCHER AVENUE AND THE NORTHEAST SIDE OF JEFFERSON STREET, RESPECTIVELY

1. NORTH 24° 02' 17" WEST, 60.00 FT. TO AN IRON ROD WITH CAP SET WHICH MARKS A BOUNDARY COMMON TO LOT 1, LOT 2 AND BEALE STREET, UNIMPROVED; THENCE LEAVING SAID LAST MENTIONED POINT AND CROSSING BEALE STREET, UNIMPROVED, FOR A LINE OF DIVISION AS NOW ESTABLISHED AND BINDING ON THE PROLONGATION OF THE DIVISION LINE BETWEEN LOT 1 AND LOT 2
2. NORTH 65° 57' 43" EAST, 30.27 FT. TO AN IRON ROD WITH CAP SET AND TO INTERSECT THE SOUTHWESTERNMOST BOUNDARY LINE OF PARCEL A DESCRIBED IN THAT CONVEYANCE FROM LONERGAN PROPERTIES, L.L.C., A MARYLAND LIMITED LIABILITY COMPANY TO BASHEER/EDGEMOORE-LONERGAN, L.L.C., BY DEED DATED THE 28<sup>TH</sup> DAY OF APRIL, 2005 AND RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN BOOK 16458, PAGE 0018; THENCE BINDING ON PART OF SAID LAST MENTIONED SOUTHWESTERNMOST BOUNDARY LINE AND BINDING ON NORTHEASTERNMOST SIDE OF BEALE STREET, UNIMPROVED
3. SOUTH 23° 56' 49" EAST, 60.00 FT. TO AN IRON ROD WITH CAP SET AND TO INTERSECT THE PROLONGATION OF THE DIVISION LINE BETWEEN LOT 2 AND LOT 3, BOUCHER WOODS; THENCE LEAVING SAID CONVEYANCE FROM LONERGAN PROPERTIES, L.L.C., CROSSING SAID BEALE STREET, UNIMPROVED, FOR A LINE OF DIVISION AS NOW ESTABLISHED AND BINDING ON SAID LAST MENTIONED PROLONGATION, REVERSELY
4. SOUTH 65° 57' 43" WEST, 30.17 FT. TO THE POINT OF BEGINNING. CONTAINING 1,813 SQ. FT., MORE OR LESS, OR 0.04162 OF AN ACRE, MORE OR LESS, WITHIN THE BOUNDS OF THIS DESCRIPTION ACCORDING TO A SURVEY AND PLAT PREPARED BY C.D. MEEKINS & ASSOCIATES, INC., CONSULTING ENGINEERS AND SURVEYORS.

BEING AND INTENDED TO BE ALL OF THE FULL WIDTH PORTION OF BEALE STREET, UNIMPROVED LYING AND BEING BETWEEN THE PROLONGATION OF THE SIDE BOUNDARY LINES OF LOT 2, "BOUCHER WOODS".



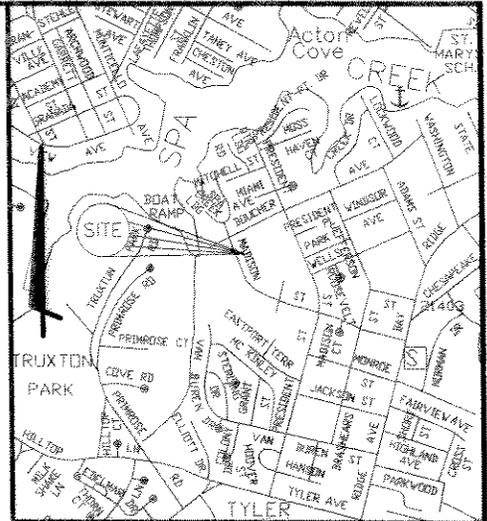
7-22-2009

**PARCEL 2A**

LINE	BEARING	DISTANCE
A1	N 24°02'17" W	60.00'
A2	N 65°57'43" E	30.27'
A3	S 23°56'49" E	60.00'
A4	S 65°57'43" W	30.17'

AREA = 1,813 S.F.± / 0.04162 AC±

N/F  
P. 1831  
BASHEER/EDGEMOOR-LONERGAN, LLC  
1109 BOUCHER AVENUE  
MAIL 3130 FAIRVIEW PARK DRIVE  
FALLS CHURCH, VA 22042  
16458/18  
TAX ACCT #: 06-000-05005003

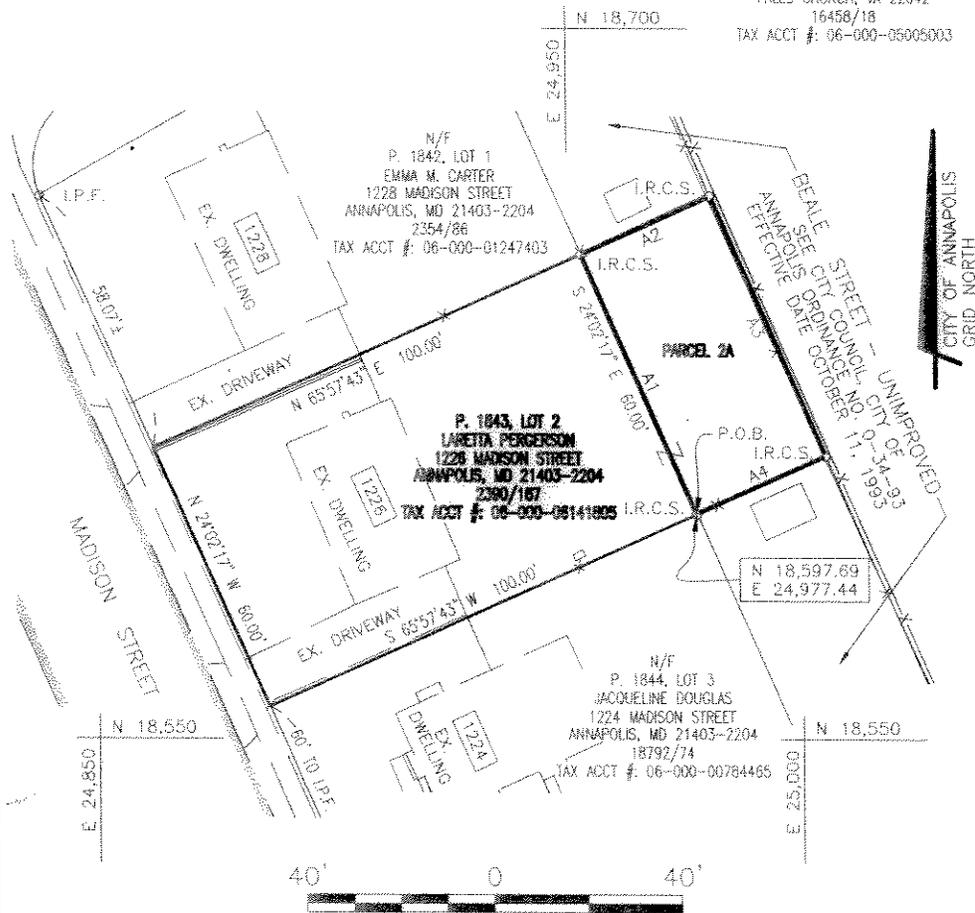


VICINITY MAP



APPROVED:  
DEPARTMENT OF PUBLIC WORKS  
CITY OF ANNAPOLIS, MARYLAND

DATE \_\_\_\_\_  
DIRECTOR OF PUBLIC WORKS



SCALE: 1"=40'

FOR REF. SEE:  
DEED BOOK 2390, PAGE 167.  
PLAT BOOK 30, PAGE 97.

I.P.F. INDICATES IRON PIPE FOUND.  
I.R.C.S. INDICATES IRON ROD W/CAP SET.

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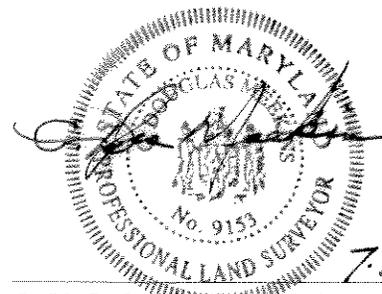
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SURVEYOR'S CERTIFICATION

THIS IS TO CERTIFY TO LARETTA PERGERSON THAT THIS BOUNDARY SURVEY, TO THE BEST OF MY KNOWLEDGE, BELIEF, AND INFORMATION, MEETS THE MINIMUM STANDARDS OF PRACTICE AS NOW ADOPTED BY THE BOARD FOR PROFESSIONAL LAND SURVEYORS.



7-22-2009

C. DOUGLAS MEEKINS, MD. NO. 9153 DATE  
PROFESSIONAL LAND SURVEYOR



**C. D. MEEKINS & ASSOCIATES, INC.**  
CONSULTING ENGINEERS & SURVEYORS  
159 MAIN STREET SECOND FLOOR, P.O. BOX 2151  
ANNAPOLIS, MARYLAND 21404-2151  
PHONE: 410-267-0744

**PORTION OF BEALE STREET ACQUISITION**

1226 MADISON STREET  
ANNAPOLIS, 21403-2204  
TAX MAP 51F, GRID 18, PARCEL 1843, LOT 2  
6TH ASSESSMENT DIST., ANNE ARUNDEL COUNTY, MARYLAND

## LEASE

This Lease is made this \_\_\_\_\_ day of \_\_\_\_\_ 2012, by and between Mills Real Estate, LLC, a Maryland limited liability company (“Landlord”), and the City of Annapolis, a municipal corporation of the State of Maryland (“Tenant”).

Whereas, the Tenant seeks from the Landlord a lease for certain premises at 93 Main Street, Annapolis, Maryland 21401, which the Landlord owns and is willing to let to the Tenant under the terms stated in this Lease.

Now, Therefore, in consideration of this premise and the terms stated in this Lease, the parties agree as follows:

### 1. Leased Premises and Utilities

a. The Landlord leases to Tenant and Tenant leases from Landlord all of the second floor at the building known as 93 Main Street, Annapolis, Maryland 21401, the total square footage being 2200 along with all furniture, fixtures and improvements at the premises, in as is condition, without warranty from the Landlord.

b. The Landlord shall provide and pay for all maintenance and repair of the leased premises including, but not limited to, water, sewage, electric, heating and air conditioning for the leased premises during the course of this Lease.

c. The tenant shall use the premises only for municipal business.

d. The Landlord shall let the leased premises to the Tenant in good condition.

### 2. Common Areas

a. The Tenant, its employees and business invitees shall have the right to use the common areas of the building in common with the Landlord.

b. The Landlord shall have exclusive control over the common areas of the building and shall be responsible for their maintenance and repair of the common areas.

c. The Tenant shall have no responsibility for the maintenance and repair of the common areas in the building.

### 3. Alterations

a. The Tenant shall not make any alterations or additions to the leased premises without the Landlord’s prior written consent.

b. The Tenant shall pay for any alterations or additions which the Landlord permits the Tenant to make unless the parties otherwise agree.

4. Term

a. The term of the Lease shall commence on December 1, 2012 and end on December 31, 2013.

5. Rent and Utilities

a. The annual rent is \$64,441.00, payable in 13 monthly installments of \$4,957.00.

b. The annual charge for all utilities is \$8,437.00, payable in 13 monthly installments of \$649.00.

c. If the Landlord installs a new heating and air-conditioning system in the building that can be measured or pro-rated proportionate use by the Tenant through meter reading by the utility company, the Landlord shall then charge the Tenant for utilities for actual use starting with the first month after meter reading is available, instead of the fixed utility rate set forth in this provision.

d. The payment for rent and utilities shall be received by the Landlord no later than the fifth day of each month.

e. Rent and utilities shall increase by 4% for each subsequent term of this Lease, if any.

f. There shall be no security deposit paid by the Tenant to the Landlord for the initial term or any subsequent term under this Lease.

g. The Landlord may charge the Tenant a late charge of 5% of the rent and utilities for a payment of the same that is not received by the Landlord, from the Tenant by the fifth day of each month.

h. The Landlord's acceptance of any late payment of rent or utilities shall not excuse any future late or constitute a waiver of any of the Landlord's rights under this Lease.

6. Notice

a. This Lease shall not automatically renew.

b. If the Landlord has no intention of allowing a subsequent term, the Landlord shall give written notice to the City no later than September 30, 2013.

c. Absent a notice from the Landlord of intent not to allow a subsequent term, if the Tenant desires a subsequent term, the Tenant shall give the Landlord written notice to this effect no later than October 31, 2013, and such notice shall be binding on the Landlord, the result being that a subsequent one year term shall go into effect on January 1, 2014 and end on December 31, 2014.

## 7. End of Lease

a. At the end of the Lease, whether it is the initial term or a subsequent term, the Tenant shall quit and surrender the leased premises to the Landlord broom clean and in good order and condition, ordinary wear and tear excepted, and all keys for the leased premises and the building.

## 8. Holding Over

a. The Tenant shall vacate the leased premises at the end of the Lease.

b. The Tenant shall not hold over under any circumstances.

c. The Landlord shall be entitled to the benefit of all legal proceedings allowed by the laws of the State of Maryland to recover possession of the leased premises at the end of the Lease.

d. If the Tenant holds over and remains in possession of the leased premises after the end of the Lease, such action shall not cause a renewal of this Lease.

e. Nothing in this Lease and no action of the Tenant shall be deemed a consent by the Landlord to the Tenant's holding over and remaining in the leased premises.

f. If Tenant fails to vacate the leased premises at the end of the Lease, the Tenant shall be liable to the Landlord for rent and utilities for any month or part of any month that the Tenant continues to hold over at 4% above the amount for the term just ended and all other covenants of this Lease shall remain in full force and effect.

## 9. Sale of Building

a. The Landlord shall give notice to the Tenant of any contract of sale into which the Landlord enters for the sale of the building.

b. In the event of a sale of the building, the tenant shall be allowed to complete the existing term of the Lease.

## 10. Indemnity

a. The Tenant agrees that the Landlord shall not be liable for injuries to its employees or other persons or damages to its property or the property of others caused by reason of the Tenant's use, occupancy or enjoyment of the leased premises, or any repairs or alterations which Tenant may make upon the Premises, and the Tenant shall indemnify and hold the Landlord and its agents and employees harmless from all claims, actions, demands, damages, costs and expenses and liability whatsoever therefor, including reasonable attorneys fees,

b. The Tenant's indemnity shall not, however, extend to injuries to its employees or other persons or damages to its property or the property of others occasioned by the negligence or the willful acts of the Landlord or its agents or employees.

#### 11. Equipment Failures

a. As long as the Landlord has not been negligent and has not engaged in willful conduct related to any of the conditions set forth in this provision, the Landlord shall not be liable to the Tenant for loss or damage to the Tenant's business or injury or damage to persons or property sustained by Tenant, or any person claiming by, through or under the Tenant, resulting from equipment or appurtenances being or becoming out of repair, from wind or weather, from any defect in or failure to operate any sprinkler, HVAC equipment, electric wiring, gas, water or steam pipe, stair, railing, or walk, from broken glass, from the backing up of any sewer pipe or downspout, from water, snow or ice being upon the property or coming into the leased premises, or from the falling of any fixture, plaster, tile, stucco, or other material.

b. The Landlord shall not be liable to the Tenant for the quality, quantity, failure, unavailability, or disruption of any public utility service.

#### 12. Insurance

a. The Tenant is a self insured municipality and acknowledges that the Tenant will appropriate sufficient funds to cover injuries to person or damages to the leased premises the Tenant may cause during the course of this Lease.

b. The Tenant shall not do anything in or about the leased premises which contravenes any policy of insurance which the Landlord has protecting against loss by fire, vandalism or otherwise.

#### 13. Janitorial Services

a. The Tenant shall provide and pay for janitorial services and supplies for the leased premises during the course of this Lease.

#### 14. Assignment/Sublet

a. The Tenant shall not assign this Lease or sublet the leased premises without the Landlord's prior written consent.

#### 15. Destruction of Premises

a. If, for any period of time, the leased premises are destroyed or rendered untenable or uninhabitable by fire, vandalism, unavoidable accident or otherwise, the Tenant may terminate the tenancy and the Tenant's liability for rent shall cease upon payment of rent proportionately to the date the leased premises became unattainable or uninhabitable.

16. Default or Breach

a. Either party may pursue statutory or other lawful remedies for a default or breach of this Lease.

17. No Waiver

a. No act or omission by the Landlord shall be deemed to be an acceptance or a surrender of the leased premises or a termination of the Tenant's liabilities under this Lease, unless the Landlord shall execute a written release of the Tenant.

b. The Tenant's liability under this Lease shall not be terminated by the execution by the Landlord of any new lease for all or any portion of the Premises or the acceptance of rent from any assignee or subtenant.

18. Applicable Law

a. This Lease shall be interpreted and governed in accordance with the laws of the State of Maryland.

b. The venue for all actions pursuant to this Lease shall be the courts of Anne Arundel County, Maryland.

c. The parties waive a jury trial in any action brought pursuant to this Lease.

19. Modification/Amendment

a. This Lease may be modified or amended only by a written instrument signed by the parties and witnesses.

20. Severability

a. If a court exercising competent jurisdiction finds that any provision of this Lease may not be enforce or is illegal for any reason, the remaining provisions shall continue in force and effect.

21. Availability of Funds

a. All terms of this Lease are dependent upon necessary funding authorized by the Annapolis City Council for each fiscal year.

22. Binding Effect

a. This Lease Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns.

23. Integration

a. This Lease represents the final and entire agreement of the parties with respect to the subject matter set forth herein. There are no conditions, terms or understandings, verbal or written, other than those expressly set forth herein.

Witness the signatures and seals of the parties.

Mills Real Estate, LLC

\_\_\_\_\_  
Witness By: \_\_\_\_\_  
Hillard Donner, Co-Owner (Seal)  
Co-owner

\_\_\_\_\_  
Witness By: \_\_\_\_\_  
Cynthia Donner Reiner, (Seal)  
Co-Owner

\_\_\_\_\_  
Witness By: \_\_\_\_\_  
Janis Donner Rotner, (Seal)  
Co-Owner

Attest: City of Annapolis

\_\_\_\_\_  
Regina Watkins-Eldridge, City Clerk By: \_\_\_\_\_  
Joshua J. Cohen, Mayor (Seal)

Approved for form and legal sufficiency:

Approved for financial sufficiency:

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

\_\_\_\_\_  
Bruce Miller,  
Director of Finance