AGENDA
COUNTY COUNCIL OF ANNE ARUNDEL COUNTY, MARYLAND
County Council Meeting
Legislative Session 2021, Legislative Day No. 19
October 4, 2021 – 7:00 P.M.

A. Invocation (Haire)

B. Pledge of Allegiance

C. Ethics Statement

D. Invitation to Audience

E. Announcement of Items not Appearing on Agenda

F. Preliminary Motion

G. Approval of Minutes

September 20, 2021 – Legislative Day No. 18

H. Introduction of Bills

BILL NO. 83-21 – AN EMERGENCY ORDINANCE concerning: Zoning – General Provisions – Uses and Structures – Temporary Uses – FOR the purpose of amending certain termination dates established by Bill No. 55-21 to extend the temporary use authorization for outdoor seating at restaurants; and making this Ordinance an emergency measure.
By Ms. Lacey, Chair
(by request of the County Executive)
and by Ms. Rodvien, Ms. Pickard, and Mr. Pruski

BILL NO. 84-21 – AN ORDINANCE concerning: Approval of Lease of County-owned property to the Boys & Girls Clubs of Annapolis and Anne Arundel County, Inc. – FOR the purpose of approving the lease of a portion of a County-owned property known as 1160 Reece Road, Severn, MD 21144, to the Boys & Girls Clubs of Annapolis and Anne Arundel County, Inc.
By Ms. Lacey, Chair
(by request of the County Executive)

BILL NO. 85-21 – AN ORDINANCE concerning: Subdivision and Development – Adequate Public Facilities – Public Schools – FOR the purpose of modifying the provisions for an exemption from requirements for adequate public facilities for schools; restoring provisions relating to the school utilization chart as they existed before the sunset of Bill No. 15-18; making certain technical changes; and generally relating to subdivision and development.
By Ms. Lacey, Chair
(by request of the County Executive)

BILL NO. 86-21 – AN ORDINANCE concerning: Finance, Taxation, and Budget – Real Property Taxes – Tax Credits – Public Safety Officer Property Tax Credit – FOR the purpose of extending the duration of the Public Safety Officer property tax credit; extending the termination of the Public Safety Officer property tax credit; and generally relating to finance, taxation, and budget.
By Mr. Pruski

BILL NO. 87-21 – AN ORDINANCE concerning: Licenses and Registrations – Amusements – Commercial Bingo and Alcoholic Beverages – FOR the purpose of repealing the prohibition against serving alcoholic beverages during commercial bingo games; and generally relating to licenses and registrations.
By Ms. Lacey, Mr. Volke, and Mr. Pruski

I. Introduction of Resolutions

RESOLUTION NO. 50-21 – RESOLUTION appointing a Charter Revision Commission
By Ms. Lacey, Chair
and by Ms. Lacey, Mr. Volke, Mr. Pruski, and Ms. Pickard

RESOLUTION NO. 51-21 – RESOLUTION designating Ellen Moss as the representative for the County Council on the DC Metroplex BWI Community Roundtable
By Mr. Volke

J. Public Hearings and Call of Bills and Resolutions for Final Reading and/or Vote

BILL NO. 68-21 **(As Amended)** – AN ORDINANCE concerning: Public Safety – Animal Care and Control – Authority to Impound – Tethering of Dogs – FOR the purpose of amending the circumstances under which an animal may be impounded; amending the circumstances under which a dog may be tethered outdoors; and generally relating to animal care and control.
By Ms. Lacey, Chair
(by request of the County Executive)

BILL NO. 72-21 **(Amendment Proposed)** – AN ORDINANCE concerning: Purchasing – Capital Improvement Contracts – Prevailing Wage and Local Hiring – FOR the purpose of establishing prevailing wage and local hiring provisions applicable to specific types of capital improvement contracts; defining certain terms; adding the types of capital improvement contracts to which prevailing wage provisions apply; allowing wage

deductions in specific instances; requiring capital improvement contracts to include specific terms; adding worksite notice requirements; requiring maintenance of certain records relating to prevailing wage requirements; allowing audits investigations of complaints of violations of prevailing wage requirements; adding local hiring requirements; adding reporting requirements for prevailing wage and local hiring data; establishing penalties for violations of prevailing wage and local hiring provisions; providing for the applicability of this Ordinance; providing for a delayed effective date; and generally relating to purchasing.
By Ms. Lacey, Chair
(by request of the County Executive)
and Ms. Pickard, Ms. Lacey, Mr. Pruski, and Ms. Rodvien

BILL NO. 73-21 **(Amendment Proposed)** – AN ORDINANCE concerning: Approval of Lease Agreement for Coppermine Tennis Facility – FOR the purpose of approving an agreement to lease County-owned property located at 1580 Millersville Road, Millersville, MD 21108, to Coppermine Racquet and Fitness LLC.
By Ms. Lacey, Chair
(by request of the County Executive)

BILL NO. 74-21 – AN ORDINANCE concerning: Subdivision and Development – Site Development – Exemptions – FOR the purpose of exempting agricultural buildings and accessory uses to farming from the requirements for site development; exempting temporary uses from the requirements for site development; and generally relating to subdivision and development.
By Ms. Haire

BILL NO. 75-21 – AN ORDINANCE concerning: Subdivision and Development – Community Meetings – Exemption for In-Kind Replacements – FOR the purpose of exempting in-kind replacement of a deck or accessory structure to residential development from the requirement to hold a community meeting; and generally relating to subdivision and development.
By Ms. Fiedler

BILL NO. 76-21 **(Amendment Proposed)** – AN ORDINANCE concerning: Finance, Taxation, and Budget – Real Property Taxes – Credits – Business Entities Affected by a State of Emergency – FOR the purpose of establishing a real property tax credit for business entities affected by a declared state of emergency; establishing eligibility criteria for the credit; providing for the calculation and duration of the credit; establishing a deadline for filing for the credit and the form of application for the credit; and generally relating to finance, taxation, and budget.
By Mr. Volke

RESOLUTION NO. 41-21 – RESOLUTION approving the terms and conditions of the acquisition of real property consisting of between approximately 0.62 +/- acres and 0.765 +/- acres, known as 443 Crain Highway, Glen Burnie, Maryland 21061, from HB, Incorporated, utilizing funds from the Advance Land Acquisition Capital Project
By Ms. Lacey, Chair
(by request of the County Executive)

RESOLUTION NO. 45-21 – RESOLUTION appointing a member to the Anne Arundel County Ethics Commission
By Ms. Lacey, Chair
(by request of the County Executive)

RESOLUTION NO. 49-21 **(Amendment Proposed)** – RESOLUTION in support of a replacement bridge at the current crossing of the William Preston Lane Jr. Memorial Bridge otherwise known as the Chesapeake Bay Bridge
By Ms. Fiedler

K. Other Business

L. Adjournment

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Anyone with a disability who requires a reasonable accommodation to fully participate in a Council meeting should contact the Administrative Officer at least 72 hours before the meeting to discuss your accessibility needs. The Administrative Officer may be reached by email at CouncilAdmin@aacounty.org or by telephone at 410-222-1401. TTY users, please use Maryland Relay, 7-1-1.

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## WAYS TO FOLLOW THE COUNTY COUNCIL

Members of the public can watch the October 4, 2021 meeting on local cable channels or via Arundel TV Live. To find a list of channels or to access Arundel TV Live, visit www.aacounty.org/services-and-programs/government-television.

For more details on all the ways to participate please visit https://www.aacounty.org/services-and-programs/county-council-meeting-participation

**ANNE ARUNDEL COUNTY**
**OFFICE OF THE COUNTY AUDITOR**

**To:** Councilmembers, Anne Arundel County Council

**From:** Michelle Bohlayer, County Auditor

**Date:** September 29, 2021

**Subject:** Auditor Review of Legislation for the October 4, 2021 Council Meeting

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**Bill 68-21: Public Safety – Animal Care and Control – Authority to Impound – Tethering of Dogs (As Amended)**

**Summary of Legislation**

This bill amends the circumstances under which an animal may be impounded and a dog may be tethered outdoors.

We commented on this bill in our letters dated September 1, 2021 and September 14, 2021. At the September 20, 2021 Council meeting, this bill was amended to allow for one period of 15 minutes each day that a dog may be tethered outdoors and not supervised and to reduce the age requirement for a person to supervise a tethered dog. We have no further comments on this bill.

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**Bill 72-21: Purchasing – Capital Improvement Contracts – Prevailing Wage and Local Hiring**

**Summary of Legislation**

This bill establishes prevailing wage law requiring that contractors and subcontractors pay their construction employees no less than the prevailing wage established by the State Commission of Labor & Industry for State-Funded contracts in the County. Capital improvement contracts that have either a value over $250,000 or capital projects that have a County contribution of over $5,000,000, with certain exceptions, would be subject to this prevailing wage provision. This bill also requires contractors to make best efforts to hire County residents for at least 51% of new jobs required to complete the capital improvement contract or capital project. The local hiring provision is applicable to capital improvement contracts that have either a value over $1,000,000 or capital projects that have a County contribution of over $5,000,000. In addition, this bill requires contractors to submit certified payroll records documenting compliance, periodic audits of prevailing wage law, and establish certain penalties.

Note: Certain terms are not defined, including direct and measurable construction work, best efforts, and new jobs. The department and related director that will administer the prevailing wage and local hiring provisions has not yet been determined.

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| **Bill 72-21 (continued)** | **Review of Fiscal Impact** |

Although a definitive impact on general fund expenditures cannot be determined at the current time, based on existing research performed at the state and County levels, the increase in total projects costs could be between 2% and 15%, as was indicated in the Administration's fiscal note. This range of impact was supported by the Fiscal and Policy Note for Maryland Senate Bill 1068 of the 2014 Legislative Session with the addition of potential inflation. Based on this existing research and the 66 capital improvement contracts that are expected to be bid on during fiscal year 2022 (FY22) per the Department of Public Works (DPW) for an estimated total of $247 million, total project costs could increase between $5 million and $37 million. During our review of similar provisions enacted by Baltimore County, we learned that Pinnacle Economics performed a separate study for Anne Arundel County. This study describes the potential fiscal impacts to the County due to an increase in jobs for construction workers in the County, an increased number of work hours, and additional income that could provide an indirect fiscal impact to the County.

The Office of Central Services Purchasing division has determined that they will not be able to perform oversight with existing resources. They have indicated that they will need three additional positions (one Management Assistant II and two Management Aides) to manage the program and oversee compliance of the proposed legislation for a total potential fiscal impact from $218,500 to $416,000 based on the hiring levels. The funding for these positions is not included in the FY22 Budget and is not requested in this bill. A Management Assistant II (NR-17) has a salary range of $58,500 – $104,500 ($84,000 – $162,300 total compensation). A Management Aide (NR-12) has a salary range of $43,500 – $73,900 ($64,100 – $123,700 total compensation). These three positions will also require a one-time cost of approximately $6,300 for laptops and furniture and fixtures. There may also be future costs for a possible technology component that would allow contractors to submit information online, as mentioned in the Administration's fiscal note.

DPW does not anticipate a measurable increase in workload to current staff; however, additional construction management and inspection contracts as a result of this legislation may require additional inspection staff via the contract. The estimated cost of any additional inspection staffing has not been provided at this time.

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| **Bill 73-21: Approval of Lease Agreement for Coppermine Tennis Facility** | **Summary of Legislation**<br><br>This bill approves an agreement to lease County-owned property located at 1580 Millersville Road in Millersville to Coppermine Racquet and Fitness, LLC. This lease agreement is for a term of 25 years from the issuance of the Notice to Proceed by the County indicating the start of the lease and approval to commence construction which shall be issued as an amendment to the lease.<br><br>**Review of Fiscal Impact**<br><br>According to County records, the lease agreement provides the schedule of monthly lease payments by Coppermine to Anne Arundel County. The lease agreement will increase County revenue by $2.6 million for the 25 year term of the lease and that the option to renew would increase County revenue by $4.7 million if exercised. There is an existing capital project (Project #P567100 Millersville Park Tennis Ctr) that began in fiscal year 2016 with $7.4 million in prior approved funding for the design and construction of roads, parking, utilities, storm water management, and outdoor courts related to a more comprehensive indoor/outdoor tennis facility at the 33 acre Millersville Park site on Millersville Road. The prior approved funding includes $2.3 million in General County Bonds, $200,000 in General Fund PayGo, and $4.9 million in POS funds. As of September 29, 2021, approximately $605,000 of this funding has been expended or encumbered. |
| **Bill 74-21: Subdivision and Development – Site Development – Exemptions** | **Summary of Legislation**<br><br>This bill exempts agricultural buildings and accessory uses to farming from the requirements for site development. This bill also exempts temporary uses from the requirements for site development.<br><br>**Review of Fiscal Impact**<br><br>The Office of Planning and Zoning (OPZ) is not aware of any current projects that will be impacted by this bill, and OPZ does not expect a change in workload. This bill has no direct fiscal impact. |
| **Bill 75-21: Subdivision and Development – Community Meetings – Exemption for In-Kind Replacements** | **Summary of Legislation**<br><br>This bill exempts in-kind replacement of a deck or accessory structure to residential development from the requirement to hold a community meeting.<br><br>**Review of Fiscal Impact**<br><br>OPZ is not aware of any current projects that will be impacted by this bill, and OPZ does not expect a change in workload. This bill has no direct fiscal impact. |

**Bill 76-21: Finance, Taxation, and Budget – Real Property Taxes – Credits – Business Entities Affected by a State of Emergency**

**Summary of Legislation**

This bill establishes a real property tax credit for business entities affected by a declared state of emergency, eligibility criteria for the credit, calculation and duration of the credit, deadline for filing for the credit, and the form of application for the credit.

Maryland Senate Bill 887 passed during the 2021 Legislative Session that authorized the County to grant a certain property tax credit against the County property tax imposed on certain property owned or leased by a business entity affected by a certain state of emergency. The state law does not define a business entity affected by a state of emergency. Per discussion with an analyst at the Maryland Department of Legislative Services, the state did not identify a mechanism to determine revenue to use in the local jurisdiction implementation of this legislation. There was also no discussion of a mechanism to determine revenue discussed during the state budget hearings for this bill. The Fiscal and Policy Note for Senate Bill 887 indicates that as a result of this bill, County property tax revenues may decrease to the extent the property tax credit is granted. According to the State Department of Assessment and Taxation (SDAT) in Exhibit 1 of the fiscal and policy note, the commercial real property tax base for fiscal year 2019 for Anne Arundel County totaled $21.3 billion, which was 23.4% of the total real property tax base of $91.1 billion. Exhibit 2 shows that in Anne Arundel County, as of July 2020, there were 4,014 commercial real property accounts and 1,701 commercial condominium real property accounts.

In order to qualify, the business entity would need to pay the real property taxes directly. This could potentially expand the availability of the property tax credit beyond the aforementioned commercial real property tax base, for example, if a business operates out of a residential home.

The bill defines revenue as gross income from whatever source derived, including federal, state, and County grants.

**Review of Fiscal Impact**

The Administration has not provided us with any documentation regarding potential fiscal impact due to the complexity of the legislation. At the current time, the best information we have to estimate the population of potential eligible businesses is to estimate total income from commercial property tax assessments which is 23.4% per the Fiscal and Policy Note from the State Senate Bill 887 of the 2021 Legislative Session. Using this percentage of total income from commercial property tax assessments to the fiscal year 2021 property tax revenues of $663,800,000, there is a potential total impact of $155,300,000 as a reduction in property tax revenue. This potential total impact could be increased if home businesses are granted the credit and apply the credit to their residential real property taxes. The fiscal impact will be determined by the amount of businesses that are

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| **Bill 76-21 (continued)** | granted the credit. It should also be noted that any reduction in property tax revenue resulting from this legislation would result in the remaining real property tax bills being increased to offset this decrease due to the County's practice of maximizing the property tax revenue under the property tax revenue cap.<br><br>In addition, the Office of Finance informed us that additional positions would be needed to administer this tax credit, but that the number of positions and related costs are unknown at this time to determine fiscal impact. |
| **Resolution 41-21: Approving Acquisition of Real Property Known as 443 Crain Highway in Glen Burnie** | **Summary of Legislation**<br><br>This resolution approves the purchase of real property, consisting of between approximately 0.62 acres and 0.765 acres known as 443 Crain Highway in Glen Burnie, from HB, Incorporated, utilizing funds from the Advance Land Acquisition Capital Project C106700 (ALA). Anne Arundel County Code § 8-3-101(d)(2) requires agreements for purchases of real property utilizing funds from the ALA to be contingent on the approval of the County Council. Additionally, an independent appraisal, environmental study, and a feasibility study are required to be submitted to the County Council for the property being purchased.<br><br>The purchase price for the property is $2,000,000. SDAT's assessed value, as of July 1, 2021, is $2,095,600. The County received two appraisals. The first estimates the market value of the property at $1,520,000, as of April 8, 2020. The second estimates the market value of the property at $1,825,000 for leased fee and $1,950,000 fee simple, as of June 4, 2020. Fee simple means that the property is not encumbered by a lease, which gives the landlord or owner total control. As the County is the lessee with the anticipation of the County buying the building, the Office of Central Services' management indicated that using the fee simple valuation is most appropriate for this situation. The Central Services Officer indicated that the first appraisal did not select the appropriate valuation method given the details of the property and its uses.<br><br>The County signed a lease agreement on May 1, 2019 that terminates on April 30, 2024. The current rent is $162,000 per year ($13,500 per month). Per the lease agreement, the County is responsible for all expenses, taxes, and charges attributable to the property, including, but not limited to, real estate taxes, hazard insurance, electrical, HVAC utility, janitorial, interior and exterior maintenance, grounds keeping, and snow removal, however, the County is not responsible for the roof and other structural systems. This lease agreement also provides the County with a right of first refusal to purchase the property.<br><br>The environmental study dated February 3, 2021 revealed no evidence of any Recognized Environmental Conditions. Only a single de minimis environmental condition was observed. The environmental study report indicates that "adjacent properties to the north, south, and |

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| **Resolution 41-21 (continued)** | east are identified in environmental databases that report underground storage tanks, release incidents, and/or hazardous waste generation."<br><br>The feasibility study prepared by the Central Services Officer summarized that the County is currently using this property for the Department of Aging and Disabilities Northern Service Center, Department of Health's Adult Evaluation and Review Service program, and an Office of Information Technology satellite office. The property is currently serviced by County water and sewer services and is zoned C-3 General Commercial District. The feasibility study also indicates that the County would like to continue its presence in the northern portion of the County, and if the County were not able to lease or own this property, it would be difficult to relocate based on the lack of availability of rental space in this market. The feasibility study concluded that it is in the best interest of the County to purchase the property.<br><br>**Review of Fiscal Impact**<br><br>This real property acquisition will cost the County $2 million. Based on our review of the ALA, there is sufficient appropriation for this purchase.<br><br>Based on this purchase, the annual operating budget would be reduced by $162,000, however, in anticipation of this purchase, the annual rental costs associated with this property were not included in the FY22 Budget. The County will continue to pay operating expenses for this property. |
| **Resolution 45-21: Appointing a Member to the Anne Arundel County Ethics Commission** | **Summary of Legislation**<br><br>This resolution approves the appointment of Solon Webb to the Anne Arundel County Ethics Commission to serve a term expiring on April 30, 2024.<br><br>**Review of Fiscal Impact**<br><br>This resolution has no direct fiscal impact. |

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| **Resolution 49-21: In Support of a Replacement Bridge at the Current Crossing of the William Preston Lane Jr. Memorial Bridge** | **Summary of Legislation**<br><br>This resolution supports a replacement bridge at the current crossing of the William Preston Land Jr. Memorial Bridge otherwise known as the Chesapeake Bay Bridge.<br><br>**Review of Fiscal Impact**<br><br>This resolution is non-binding and has no fiscal impact. |

Sincerely,

Michelle Bohlayer

Michelle Bohlayer
County Auditor

COUNTY COUNCIL OF ANNE ARUNDEL COUNTY, MARYLAND
Minutes of
Legislative Session 2021, Legislative Day No. 18
September 20, 2021 - 7:00 P.M.

The meeting was called to order by Chair Lacey at 7:00 P.M. and opened with the Invocation and Pledge of Allegiance led by Ms. Fiedler. The meeting was held in the County Council Chambers, Arundel Center, Annapolis, Maryland. There were approximately 20 persons in the audience.

The following members of the County Council were present:

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| Sarah F. Lacey | First District |
| Allison Pickard | Second District |
| Nathan Volke | Third District |
| Andrew C. Pruski | Fourth District |
| Amanda Fiedler | Fifth District |
| Lisa D.B. Rodvien | Sixth District |
| Jessica Haire | Seventh District |

The County Auditor's Office was represented by the County Auditor, Michelle Bohlayer. Linda Schuett, Legislative Counsel, was also present.

**ETHICS STATEMENT**

Laura Corby, Administrative Officer, read aloud the Ethics Statement.

**INVITATION TO AUDIENCE**

The Administrative Officer stated there was one submission of public testimony received for Invitation to Audience, which was posted to the website and is part of the official record.

The following person spoke on Invitation to Audience:

Julie Johnson, Annapolis

There was no one else present who wished to speak, and the Invitation to Audience was concluded.

**PRESENTATION – RECREATION AND PARKS**

Janice Hayes-Williams spoke on the Port Marker project in Annapolis.

**PRELIMINARY MOTION**

On motion of Ms. Pickard, seconded by Ms. Rodvien, the Council voted that the partial reading of any bill, resolution, minutes, or amendment constitutes the reading of the whole.

## APPROVAL OF MINUTES

On motion of Ms. Pickard, seconded by Mr. Pruski, the minutes of the meeting of September 7, and September 13, 2021 were approved as presented.

## INTRODUCTION OF BILLS

BILL NO. 77-21 – AN ORDINANCE concerning: Transfer of Control of Cable Franchisee – Anne Arundel Broadband, LLC – FOR the purpose of approving the transfer of control of the cable franchisee Anne Arundel Broadband, LLC, from WideOpenWest Mid-Michigan Holdings, LLC, a wholly-owned subsidiary of WideOpenWest Finance, LLC to Starpower Communications, LLC and generally relating to the cable franchise held by Anne Arundel Broadband, LLC.
By Ms. Lacey, Chair
(by request of the County Executive)

BILL NO. 78-21 – AN ORDINANCE concerning: Purchasing – Acquisition of real property by gift – FOR the purpose of approving acceptance of a gift of real property totaling 6.18 acres of land, more or less, in Crownsville, Maryland, from Kevin J. Page ("Page") and Michelle F. Page Cooper ("Cooper").
By Ms. Lacey, Chair
(by request of the County Executive)

BILL NO. 79-21 – AN ORDINANCE concerning: Pensions – Deferred Retirement Option Program – Term of Participation Period – FOR the purpose of exempting Battalion Chiefs in the Fire Service Retirement Plan from the requirement for approval of the sixth year of DROP participation; and generally relating to pensions.
By Ms. Lacey, Chair
(by request of the County Executive)

BILL NO. 80-21 – AN ORDINANCE concerning: Floodplain Management, Erosion and Sediment Control, and Stormwater Management – Violation, Enforcement, and Penalties – Civil Fines – Clearing Trees of Significant Size – FOR the purpose of making it a Class A civil offense to clear trees of significant size in violation of County erosion and sediment control law; amending the factors to be used when determining a fine for a Class A civil offense; and generally relating to floodplain management, erosion and sediment control, and stormwater management.
By Ms. Pickard and Ms. Rodvien

BILL NO. 81-21 – AN ORDINANCE concerning: General Provisions – Prohibition against Use of County Funds or Resources to Promote or Require Discrimination – FOR the purpose of defining "discrimination" and "employee"; adding prohibitions on the use of County funds or resources; and generally relating to general provisions.
By Mr. Volke

BILL NO. 82-21 – AN ORDINANCE concerning: Licenses and Registrations – Towing Companies – Towing or Removal of Vehicles from Parking Lots – Placement of Signs – Regional Malls – FOR the purpose of defining "regional mall"; requiring towing signage be placed at each entrance to a regional mall parking lot; and generally relating to licenses and registrations.
By Ms. Lacey

**INTRODUCTION OF RESOLUTIONS**

RESOLUTION NO. 45-21 – RESOLUTION appointing a member to the Anne Arundel County Ethics Commission
By Ms. Lacey, Chair
(by request of the County Executive)

RESOLUTION NO. 46-21 – RESOLUTION approving a nomination of a member to the Anne Arundel County Human Relations Commission
By Ms. Lacey, Chair
(by request of the County Executive)

RESOLUTION NO. 47-21 – RESOLUTION approving the determination of certain non-buildable County-owned properties known as part of Drum Point Avenue and Crain Highway in Glen Burnie, Maryland as surplus property
By Ms. Lacey, Chair
(by request of the County Executive)

RESOLUTION NO. 48-21 – RESOLUTION approving the application to the United States Department of Justice, Office of Justice Programs, for a grant under the Edward Byrne Memorial Justice Assistance Grant Program federal FY 2021 Local Solicitation and recognizing the County Executive's authority to act in connection with the grant
By Ms. Lacey, Chair
(by request of the County Executive)

RESOLUTION NO. 49-21 – RESOLUTION in support of a replacement bridge at the current crossing of the William Preston Lane Jr. Memorial Bridge otherwise known as the Chesapeake Bay Bridge
By Ms. Fiedler

The Chair stated Resolution Nos. 45-21 and 46-21 would be voted on at the end of the meeting.

**PUBLIC HEARINGS AND CALL OF BILLS FOR FINAL READING AND/OR VOTE**

**BILL NO. 66-21 (As Amended)**

The Chair called Bill No. 66-21, as amended, An Ordinance concerning: Zoning – Parking, Nonresidential Outdoor Lighting, and Signage – Prohibited Signs and Temporary Signs – For the purpose of amending the definition of "sign"; allowing wind signs and animated signs ~~and signs painted on the roof of a structure~~; repealing the limitation on temporary real estate and construction signs; allowing temporary signs for particular uses to exceed the normal size; limiting the number of temporary wind signs allowed on a private property; allowing temporary signs to be displayed for a certain period of time; allowing temporary event signs to be displayed for a certain period of time; making technical changes; and generally relating to zoning; and the Administrative Officer read the title.

Ms. Haire, Sponsor, noted the bill does not change the location restrictions for signs and that temporary/wind signs are already permitted under the Code.

Pete Baron, Director, Government Affairs, was accompanied by Steven Kaii-Zeigler, Director, Office of Planning and Zoning, and Kelly Kenney, Senior Assistant County Attorney, Office of Law.

Mr. Baron explained the importance of businesses using temporary signs.

Mr. Volke confirmed that the bill applied to private property, not right-of-ways.

Ms. Kenney agreed.

The Chair opened the public hearing on Bill No. 66-21, as amended.

The Administrative Officer stated there was one submission of public testimony received for Bill No. 66-21, as amended, which was posted to the website and is part of the official record.

The following individuals spoke on Bill No. 66-21, as amended:

Julie Johnson, Annapolis

There was no one else present who wished to speak and the hearing was concluded.

The Chair called Bill No. 66-21, as amended, An Ordinance concerning: Zoning – Parking, Nonresidential Outdoor Lighting, and Signage – Prohibited Signs and Temporary Signs; and the Administrative Officer read a portion of the title.

Mr. Volke asked if removing the phrase "wind signs" from the bill would reach the same goal.

Ms. Kenney agreed.

Ms. Haire gave more context to the bill.

Bill No. 66-21, as amended, was passed by the following roll call vote:

Aye – Ms. Haire, Ms. Pickard, Mr. Pruski, Ms. Fiedler, Ms. Rodvien, Ms. Lacey
Nay – Mr. Volke

**BILL NO. 67-21**

The Chair called Bill No. 67-21, An Ordinance concerning: Public Ethics – Financial Disclosure – Legislative Counsel to the County Council – For the purpose of adding financial disclosure requirements applicable to the position of Legislative Counsel to the County Council; and generally relating to public ethics; and the Administrative Officer read the title.

Michael Botsaris, Director, Ethics Commission, was accompanied by Greg Swain, County Attorney.

Mr. Botsaris explained the bill.

The Chair stated the public hearing was concluded at the last meeting.

Amendment No. 2

The Chair called for Amendment No. 2, and the Administrative Officer read the description:

This amendment delays the effective date of the bill until the terms of the next succeeding members of the County Council begin or the official appointment of a Legislative Counsel, whichever is sooner.

Ms. Lacey, Sponsor, explained the reasoning behind the amendment.

Mr. Botsaris stated the Ethics Commission is opposed to the delay.

Ms. Lacey described the relationship between the Legislative Counsel and the Council.

Ms. Haire expressed her opinion of the amendment.

Ms. Pickard asked why the Ethics Commission was bringing this issue up now.

Mr. Botsaris stated there was an inquiry that caused a need for a financial statement for the position and the Ethics Commission was planning for future inquiries.

Mr. Volke asked when the Legislative Counsel position was created.

Mr. Botsaris answered.

Mr. Swain explained the history of the Legislative Counsel position.

Ms. Lacey expressed her concerns with passing the bill.

Mr. Botsaris explained the Ethics Commission’s desire to plan for the future.

Mr. Volke asked for clarification about the ongoing investigation.

Mr. Botsaris responded with the need for a financial statement in the future if there ever was an investigation.

The amendment was withdrawn by the sponsor.

Amendment No. 3

The Chair called for Amendment No. 3, and the Administrative Officer read the description:

This amendment requires that an Administrative Officer to the County Council file a financial disclosure statement.

Mr. Volke, Co-Sponsor, explained the origin of the amendment.

The Administrative did not oppose the amendment.

Ms. Pickard, Co-Sponsor, expressed her reasoning behind the amendment.

Ms. Lacey gave her thoughts on the amendment.

Ms. Fiedler expressed her outlook on the amendment.

On motion of Mr. Volke, seconded by Ms. Pickard, Amendment No. 3 was defeated by the following roll call vote:

Aye – Ms. Pickard, Mr. Volke
Nay – Ms. Haire, Mr. Pruski, Ms. Fiedler, Ms. Rodvien, Ms. Lacey

Bill No. 67-21 was defeated by the following roll call vote:

Aye – None
Nay – Ms. Haire, Ms. Pickard, Mr. Volke, Mr. Pruski, Ms. Fiedler, Ms. Rodvien, Ms. Lacey

**BILL NO. 68-21**

The Chair called Bill No. 68-21, An Ordinance concerning: Public Safety – Animal Care and Control – Authority to Impound – Tethering of Dogs – For the purpose of amending the circumstances under which an animal may be impounded; amending the circumstances under which a dog may be tethered outdoors; and generally relating to animal care and control; and the Administrative Officer read the title.

Pete Baron, Director, Government Affairs, was accompanied by Robin Catlett, Animal Care and Control, Captain Jeff Adams, Police, and Curran Ritter, Office of Law.

Mr. Baron reiterated the Administration's support of the bill.

The Chair stated the public hearing was concluded at the last meeting

Amendment No. 2

The Chair called for Amendment No. 2, and the Administrative Officer read the description:

This amendment reduces the age requirement for a person to supervise a tethered dog.

Ms. Haire explained the amendment.

Mr. Baron expressed the concern of the age of the person. The Administration supports the amendment.

On motion of Ms. Rodvien, seconded by Ms. Fiedler, Amendment No. 2 was adopted by the following roll call vote:

Aye – Ms. Haire, Ms. Pickard, Mr. Volke, Mr. Pruski, Ms. Fiedler, Ms. Rodvien, Ms. Lacey
Nay – None

Amendment No. 3

The Chair called for Amendment No. 3, and the Administrative Officer read the description:

This amendment allows for one period of 15 minutes each day that a dog may be tethered outdoors and not supervised.

Ms. Rodvien, Sponsor, explained the bill.

Mr. Baron shared the Administration's agreement.

Mr. Pruski asked for clarification on the Animal Care and Control's opinion of the amendment.

Ms. Catlett explained the enforcement process for the bill.

On motion of Ms. Haire, seconded by Ms. Pickard, Amendment No. 3 was adopted by the following roll call vote:

Aye – Ms. Haire, Ms. Pickard, Mr. Volke, Mr. Pruski, Ms. Fiedler, Ms. Rodvien, Ms. Lacey
Nay – None

The Chair stated Bill No. 68-21, as amended, would be heard on October 4, 2021.

**BILL NO. 71-21(As Amended)**

The Chair called Bill No. 70-21, as amended, An Ordinance concerning: Licenses and Registrations – Swimming Pools – Pool Operator and Lifeguard Licenses – For the purpose of repealing the requirement for a lifeguard license; increasing the fee for a pool operator license; increasing the term of a pool operator license; making technical changes; and generally relating to licenses and registrations; and the Administrative Officer read the title.

Ms. Fiedler explained the bill.

Pete Baron, Director, Government Affairs, was accompanied by Don Curtian, Health Department, and Kelly Kenney, Senior Assistant County Attorney, Office of Law.

The Administration supports the bill.

The Administrative Officer stated there were no submissions of public testimony received for Bill No. 71-21, as amended.

There was no one present who wished to speak and the hearing was concluded.

The Chair called Bill No. 71-21, as amended, An Ordinance concerning: Licenses and Registrations – Swimming Pools – Pool Operator and Lifeguard Licenses; and the Administrative Officer read a portion of the title.

Bill No. 71-21, as amended, was passed by the following roll call vote:

Aye – Ms. Haire, Ms. Pickard, Mr. Volke, Mr. Pruski, Ms. Fiedler, Ms. Rodvien, Ms. Lacey
Nay – None

**HEARING AND OR VOTE ON RESOLUTIONS**

**RESOLUTION NO. 36-21**

The Chair called Resolution No. 36-21, Resolution in support of the County Executive of Anne Arundel County promptly entering into an agreement with Robert A. Pascal Youth and Family Services, Inc. to lease and make fully available County owned property located at 41 Community Place in Crownsville, Maryland; and the Administrative Officer read the title.

Ms. Fiedler, Co-Sponsor, explained the reasoning behind the resolution and the reason for withdrawing it.

Resolution No. 36-21 was withdrawn by both sponsors with no opposition from the rest of the Council.

**RESOLUTION NO. 45-21**

The Chair called Resolution No. 45-21, Resolution appointing a member to the Anne Arundel County Ethics Commission; and the Administrative Officer read the title.

Pete Baron, Director, Government Affairs, was accompanied by Kelley Kenney, Senior Assistant County Attorney, Office of Law.

Mr. Baron explained the resolution.

Mr. Pruski, Ms. Pickard, and Ms. Rodvien shared their connection to the applicant.

Ms. Haire asked if there would be a problem with the applicant working for the Ethics Commission for the AACPS and the Ethics Commission for the County.

Ms. Kenney stated she would have to research this.

On motion of Mr. Volke, seconded by Ms. Haire, the Council voted to hold the vote on Resolution No. 45-21 until the October 4, 2021 Council meeting by the following roll call vote:

Aye – Ms. Haire, Ms. Pickard, Mr. Volke, Mr. Pruski, Ms. Fiedler, Ms. Rodvien,
Ms. Lacey
Nay – None

**RESOLUTION NO. 46-21**

The Chair called Resolution No. 46-21, Resolution approving a nomination of a member to the Anne Arundel County Human Relations Commission; and the Administrative Officer read the title.

Pete Baron, Director, Government Affairs, was accompanied by Kelley Kenney, Senior Assistant County Attorney, Office of Law.

Mr. Baron explained the resolution.

Mr. Volke asked for the qualifications needed to be appointed.

Mr. Baron answered.

Ms. Fiedler clarified the reasoning behind the early appointment.

Mr. Baron responded.

Resolution No. 46-21 was adopted by the following roll call vote:

Aye – Ms. Haire, Ms. Pickard, Mr. Volke, Mr. Pruski, Ms. Fiedler, Ms. Rodvien,
Ms. Lacey
Nay – None

## OTHER BUSINESS

The Chair announced that the Council will be sitting as the Board of Health at the October 12, 2021 work session.

The Chair discussed holding virtual work sessions through the month of December.

## ADJOURNMENT

There being no further business, on motion of Ms. Pickard, seconded by Mr. Volke, the meeting adjourned at 8:82 P.M.

Respectfully submitted,

By Anna Macaulay

For Laura Corby
Administrative Officer

# PROPOSED

COUNTY COUNCIL OF ANNE ARUNDEL COUNTY, MARYLAND

Legislative Session 2021, Legislative Day No. 19

Bill No. 83-21

Introduced by Ms. Lacey, Chair
(by request of the County Executive)

and by Ms. Rodvien, Ms. Pickard, and Mr. Pruski

By the County Council, October 4, 2021

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Introduced and first read on October 4, 2021
Public Hearing set for November 1, 2021
Bill Expires January 7, 2022

By Order: Laura Corby, Administrative Officer

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A BILL ENTITLED

AN EMERGENCY ORDINANCE concerning: Zoning – General Provisions – Uses and Structures – Temporary Uses

FOR the purpose of amending certain termination dates established by Bill No. 55-21 to extend the temporary use authorization for outdoor seating at restaurants; and making this Ordinance an emergency measure.

BY repealing and reenacting, with amendments: Bill No. 55-21, Section 2, Laws of Anne Arundel County, 2021

SECTION 1. *Be it enacted by the County Council of Anne Arundel County, Maryland*, That Bill No. 55-21, Section 2, Laws of Anne Arundel County, 2021 is hereby amended to read as follows:

**Bill No. 55-21**

SECTION 2. *And be it further enacted*, That the provisions of this Ordinance shall remain in effect until **[[**November 1, 2021**]]** JANUARY 2, 2023, after which it shall stand repealed and, with no further action required by the County Council, be of no further force and effect, and, unless the food service facility obtains all authorizations and permits and permission required by law, the outdoor seating facilities shall be removed no later than **[[**November 10, 2021**]]** JANUARY 11, 2023.

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EXPLANATION: CAPITALS indicate new matter added to existing law.
**[[**Brackets**]]** indicate matter deleted from existing law.
Captions and taglines in **bold** in this bill are catchwords and are not law.

SECTION 2. *And be it further enacted*, That this Ordinance is hereby declared to be an emergency ordinance and necessary for immediate preservation of the public peace, health, safety, welfare, and property, and being passed by the affirmative vote of five members of the County Council the same shall take effect the date it becomes law.

**ANNE ARUNDEL COUNTY, MARYLAND**
**OFFICE OF THE BUDGET**

**BILL NUMBER: 83-21**

**INTRO. DATE: October 4, 2021**

# FISCAL NOTE

**BILL:** **AN EMERGENCY ORDINANCE CONCERNING: ZONING – GENERAL PROVISIONS – USES AND STRUCTURES – TEMPORARY USES**

## SUMMARY OF LEGISLATION

The purpose of this emergency legislation is to extend the temporary use authorization for outdoor seating at restaurants granted by Executive Order Numbers 22 and 46 and Emergency Ordinance 55-21.

## FISCAL IMPACT

There is no estimated fiscal impact to the County associated with this legislation.

Chris Trumbauer
9/30/3021

**Chris Trumbauer** **Date**
**Budget Officer**

Prepared by: Darlene Flynn
Reviewed by: Hannah Dier

cc: Karin McQuade, Controller

**PROPOSED**

COUNTY COUNCIL OF ANNE ARUNDEL COUNTY, MARYLAND

Legislative Session 2021, Legislative Day No. 19

Bill No. 84-21

Introduced by Ms. Lacey, Chair
(by request of the County Executive)

By the County Council, October 4, 2021

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Introduced and first read on October 4, 2021
Public Hearing set for November 1, 2021
Bill Expires January 7, 2022

By Order: Laura Corby, Administrative Officer

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A BILL ENTITLED

AN ORDINANCE concerning: Approval of Lease of County-owned property to the Boys & Girls Clubs of Annapolis and Anne Arundel County, Inc.

FOR the purpose of approving the lease of a portion of a County-owned property known as 1160 Reece Road, Severn, MD 21144, to the Boys & Girls Clubs of Annapolis and Anne Arundel County, Inc.

WHEREAS, the County owns real property comprised of 10.6 acres of land, more or less, known as 1160 Reece Road, Severn, MD 21144, and as more particularly described in a Deed and Reservation of Easements Agreement recorded among the Land Records of Anne Arundel County in Book 37365, Page 409 (the "Property"); and

WHEREAS, the County intends to construct a facility on the Property to serve the youth and older population in that area to be known as the "Severn Center" (the "Severn Center"); and

WHEREAS, the County desires to lease part of the Severn Center to the Boys & Girls Clubs of Annapolis and Anne Arundel County, Inc. for an initial term of fifty (50) years, as set forth in a Lease, a copy of which is attached hereto as Exhibit A; and

WHEREAS, § 8-3-301 of the County Code requires that certain leases of County-owned property that specify a term, including renewal options, of three years or more, be approved by ordinance of the County Council; now, therefore,

SECTION 1. *Be it enacted by the County Council of Anne Arundel County, Maryland*, That the Lease, attached hereto as Exhibit A, which leases part of the Severn Center to the

Boys & Girls Clubs of Annapolis and Anne Arundel County, Inc., is hereby approved. A copy of the fully executed Lease Agreement shall be permanently kept on file with the Administrative Officer to the County Council and the Office of Central Services.

SECTION 2. *And be it further enacted,* That this Ordinance shall take effect 45 days from the date it becomes law.

# LEASE

THIS LEASE (this "Lease") is made as of the ___ day of ____________________, 2021, by and between ANNE ARUNDEL COUNTY, MARYLAND (the "Landlord"), and the BOYS & GIRLS CLUBS OF ANNAPOLIS & ANNE ARUNDEL COUNTY, INC., a nonprofit organization incorporated in the State of Maryland in 1989 (the "Corporation").

## WITNESSETH

WHEREAS, the Landlord is fee simple owner of real property comprised of 10.6 acres of land known as 1160 Reece Road in Severn, Maryland, adjacent to Van Bokkelen Elementary School as more particularly depicted in a Deed and Reservation of Easements Agreement recorded among the Land Records of Anne Arundel County in Book 37365, Page 409 (the "Premises"); and

WHEREAS, the Landlord intends to construct a facility on the Premises to serve the youth and older population in that area to be known as the "Severn Center" (the "Severn Center"); and

WHEREAS, the Corporation intends to lease parts of the Severn Center for the operation of a community recreational facility (the "Boys & Girls Club Facility") to be owned by the Corporation and operated by the Corporation, and it is intended that other parts of the Severn Center will be developed into a Senior Activity Center to be owned and operated by the Landlord (the "Senior Activity Center"); and

WHEREAS, the Landlord desires to grant to the Corporation a fifty (50) year lease for a portion of the Severn Center all as depicted and described on Lease Line Drawings and related notes to be recorded among the Land Records of Anne Arundel County and attached hereto as Exhibit A (hereinafter referred to as "Lease Line Drawings") on which the Corporation shall operate the Boys & Girls Club Facility upon the terms, covenants, conditions and easements set forth in this Lease; and

WHEREAS, the Corporation intends that the development of the Boys & Girls Club Facility will be provided by the Landlord.

NOW, THEREFORE, IN CONSIDERATION of the premises and of the mutual covenants and promises of the parties contained in this Lease, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Landlord and the Corporation agree as follows:

## ARTICLE I

## Definitions

The following words have the meanings indicated:

"Delivery Date" means 540 consecutive calendar day from the commencement of work, as determined by the issuance of a Purchase Order and Notice to Proceed to the prime contractor. The Delivery Date may be extended at the sole discretion of the Landlord an additional 120 consecutive calendar days, which shall establish an “Outside Delivery Date” of 660 consecutive calendar days from the commencement of work.

“Force Majeure” means and includes, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States or of the State of any of their departments, agencies or officials, or any civil or military authority; insurrections, riots; epidemics; landslides; lightning; earthquakes; fire; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery, transmission pipes or canals; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the person so affected, including, without limitation, the Corporation, it being agreed that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the person so affected and such person shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is, in the judgment of such person, unfavorable to it.

“Lease Area” means that area leased to the Corporation pursuant to this Lease as depicted on the Lease Line Drawings including without limitation the Boys & Girls Club Facility.

“Remaining Premises” means all areas of the Premises not included in the Premises leased to the Corporation by the Landlord pursuant to this Lease.

“Senior Activity Center” means a senior center and related site improvements to be owned and operated by the Landlord on a portion of the Remaining Premises.

## ARTICLE II

## Lease of Premises

2.1. **Lease of Premises**. The Landlord hereby leases to the Corporation the Lease Area, and the Corporation hereby leases from the Landlord, the Lease Area including without limitations the Boys & Girls Club Facility, upon the terms, covenants, conditions and easements set forth in this Lease.

2.2. **Term**. The term of the Lease (the “Term”) shall begin as of the date first written herein (the “Commencement Date”) and shall continue subject to earlier termination as provided herein for a period of fifty (50) years (the “Termination Date”). Provided no event of default exists, the Corporation shall have the right to renew this Lease for an additional period of fifty (50) years after the expiration of the Term. To exercise such right, the Corporation shall give the Landlord at least 180 days’ prior written notice prior to the expiration of the Term. If this Lease is so renewed, the term “Term” shall include the renewal period. Landlord and Corporation acknowledge that Landlord’s obligations hereunder are subject to the approval of the Lease by Anne Arundel County Council.

2.3. **Ownership of Improvements.** Throughout the Term of this Lease, the Corporation shall be the owner of all improvements consisting of the Boys & Girls Club Facility erected on and personal property placed on the Premises by or on behalf of the Corporation. The Landlord and the Corporation agree that the Corporation will have the burdens and benefits of ownership for federal and state income tax purposes and will be entitled to all tax benefits and depreciation attributable to the Boys & Girls Club Facility during the term of this Lease. At the expiration or other termination of this Lease:

(a) the Corporation shall have the right to remove personal property placed on the Premises by the Corporation, and any personal property not so removed by the Corporation, following the end of the Term shall become the sole property of the Landlord;

(b) the Corporation shall leave the Premises in good and serviceable condition, normal wear and tear excepted; and

(c) all interests in the facility shall revert to the Landlord.

2.4. **Limitations on Leasehold Estate.** In addition to any other rights of the Landlord contained or reserved in this Lease, or other limitations on the Corporation's leasehold estate, the Landlord's lease of the Lease Area to the Corporation, and the Corporation's acceptance of the leasehold estate, is subject to the right of the Landlord to use the Boys & Girls Club Facility as reasonably necessary for the sole purpose of ingress to and egress to and from the Remaining Premises and surrounding grounds (i) in the event of an emergency, and (ii) in order to undertake construction, improvements, alterations, maintenance, repairs and replacements in or on the Remaining Premises. Any entry on the Lease Area shall be conducted so as to minimize interference with operations in the Lease Area.

## ARTICLE III

## Landlord Obligations

3.1. **Quiet Enjoyment**. As long as the Corporation keeps and performs all of its covenants and conditions under this Lease, it shall have during the Term quiet, undisturbed, and continued possession of the Boys & Girls Club Facility, as depicted in Exhibit A, free from all claims against the Landlord and all persons claiming under, by, or through the Landlord.

3.2. **Repair of Remaining Premises**. The Landlord shall repair and maintain on a timely basis and in a good and workmanlike manner the Remaining Premises, if and when the failure to repair or maintain such areas would materially and adversely affect the use and enjoyment of the Boys & Girls Club Facility. The Landlord has no obligation to undertake any repair, maintenance or modification solely to allow the Corporation to obtain or maintain debt and equity financing for the Boys & Girls Club Facility improvements.

3.3. **Utility Construction.** The Landlord, at its own cost and expense, shall construct or arrange for the construction or installation of utility structures and connections necessary to create all public water and sewer capacity and service for the Boys & Girls Club Facility.

3.4 **Ingress and Egress; Easements**. The Landlord covenants that during the period of development and construction of the Boys & Girls Club Facility, the Landlord shall provide, the Corporation, its employees and agents, the right, at all reasonable times, to walk over and through, and drive motor vehicles on roads and lanes within, the Remaining Premises, for the purpose of accessing the Boys & Girls Club Facility.

3.5 **Parking**.

(a) The Corporation has the right, in common with others, to use parking spaces located on the Remaining Premises, provided that, at all times, Landlord shall provide the Corporation with sufficient parking to satisfy Anne Arundel County zoning requirements.

(b) In addition to the use in common parking provided in subsection (a) of this Section 3.5, Landlord shall reserve for the exclusive use of the Corporation on the Remaining Premises four (4) parking spaces to accommodate vehicles operated by the Corporation. The spaces shall be located in close proximity to the Boys & Girls Club Facility. The number of spaces may be altered by mutual written agreement by the Landlord and the Corporation.

3.6. **Trash and Refuse Facility**.

(a) The Landlord, at its own cost and expense, concurrently with the construction of the Boys & Girls Club Facility, shall construct a dumpster enclosure on the Remaining Premises in the approximate location shown on Exhibit A. During the Term, the Landlord shall be responsible at its own cost and expense for all improvements, alterations, maintenance, repairs and replacement of the dumpster enclosure and the Corporation shall have the right to maintain within such enclosure a dumpster or other container for disposal and removal of trash and refuse and recycling from the Boys & Girls Club Facility.

(b) The Landlord, at its own cost and expense, concurrently with the construction of the Boys & Girls Club Facility, shall construct an access pad to the dumpster enclosure on the Remaining Premises in the approximate location as shown on Exhibit A. During the Term, the Landlord shall be responsible at its own cost and expense for improvements, alterations, maintenance, repairs and replacement of the access pad to the dumpster enclosure.

3.7 **Signage**. The Landlord shall be responsible for funding, constructing, maintaining, repairing and replacing two exterior signs: one at the Boys & Girls Club Facility main entry doors; and, the other adjoining the drive aisle near the entrance to the Premises. The Landlord and Corporation shall agree upon the size, design, text and materials of the initial sign and any future modifications to the sign.

3.8 **Notice of Repairs or Major Events**.

(a) The Landlord shall give fifteen (15) days prior written notice to the Corporation (i) when any work will be performed on or at the Severn Center that may interfere with the daily operations of the Boys & Girls Club Facility, or (ii) when any major event will be held at the Remaining Premises that may interfere with the daily operations of the Boys & Girls Club Facility. In the case of emergency repairs that may interfere with the daily operations of the Boys & Girls Club Facility, only attempted telephonic notice will be required.

3.9. **Additional Obligations for Improvements, Alterations, Maintenance, Repair and Replacement**. In addition to all other obligations imposed upon or assumed by the Landlord under this Lease, Landlord shall be responsible for all improvements, alterations, maintenance, repair and replacement to and for those areas of the interior and exterior of the Severn Center that the Lease Line Drawings depict and describe as the Landlord's responsibility to undertake.

3.10. **Indemnification**. To the extent permitted by law and subject to appropriation and availability of funds, the Landlord shall defend, indemnify and hold harmless the Corporation and its agents, servants, officials and employees from and against any and all loss, damage, cost, expense or liability, including court costs and reasonable attorneys' fees and expenses, in any way arising out of any acts or omissions on the part of the Landlord, its agents, servants, officers, employees, invitees, tenants, guests and invitees in the development of that portion of the Remaining Premises that remains in the possession and control of the Landlord ("Landlord Premises"). This obligation shall survive any termination of this Lease.

## ARTICLE IV

## Corporation Obligations

4.1. **Rent**. Rent during the Term shall be One Dollar ($1.00) per year. The rent for the entire Term shall be paid in advance on the Commencement Date (the "Rent").

4.2. **Net Lease**. All Rent shall be absolutely net to the Landlord, so that this Lease shall yield net to the Landlord the Rent. Accordingly, the Corporation shall pay all costs, expenses and obligations of every kind or nature relating to the Boys & Girls Club Facility which may arise or become due during the Term (including, without limitation, any taxes or assessments on the Boys & Girls Club Facility, water and sewer charges, other environmental charges, electricity, gas, phone, internet service including Wi-Fi). The Corporation shall indemnify and hold harmless the Landlord from and against the payment of any such costs or expenses.

4.3. **Use of Premises**. That portion of the Premises that is leased to the Corporation pursuant to this Lease shall be used by the Corporation for the operation of the Boys & Girls Club Facility and such other related services or uses as it deems necessary for the operation of the Boys & Girls Club Facility including such activities that may generate revenue for the Corporation. Such revenue generating activities shall not conflict with the use and enjoyment of the Landlord for the shared portions of the Property or the Landlord-portion of the property including the Senior Activity Center. The Boys & Girls Club Facility shall operate programs designed to achieve its mission to inspire and enable all young people, especially those who need them most to reach their full potential as productive responsible and caring citizens.

4.4. **Compliance with Laws.** In its use and maintenance of the Boys & Girls Club Facility and the improvements of the Boys & Girls Club Facility, the Corporation shall comply with all applicable federal, State, and County laws and regulations. In particular, and without limitation, the Corporation shall comply in all respects with the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, Article 49B of the Maryland Annotated Code, and any other laws that prohibit discrimination on the grounds of race, religion, color, national origin, sex, age, physical or mental handicap or disability, or any other class or characteristics protected by applicable law.

4.5. **Boys & Girls Club Facility Improvements.** The Landlord shall be responsible for development and construction of the Boys & Girls Club Facility improvements in accordance with all provisions of this Lease and in accordance with the approved Plans and Specifications, as prepared by Murphy and Dittenhafer, Inc., dated June 21, 2021 ("Plans and Specifications") and incorporated by reference. Substantial construction of the Boys & Girls Club Facility improvements shall be completed (i.e., all required certificates of occupancy shall be issued) by the Outside Delivery Date. If the Corporation makes any changes to the approved Plans and Specifications, the Landlord reserves the right to extend the Outside Delivery Date by a reasonable time period. Any changes to the Plans and Specifications, shall be submitted to and approved by the Corporation or its designee prior to becoming effective. Upon approval by Corporation or its designee, the Landlord shall cause the development and construction of the Boys & Girls Club Facility improvements in accordance with the Plans and Specifications as so revised. The Landlord represents and warrants that as of the date that the Boys & Girls Club Facility shall be delivered to the Corporation, the Boys & Girls Club Facility shall comply with all applicable laws and shall be constructed in a good and workmanlike manner in accordance with the Plans and Specifications as approved by the Corporation (the "Delivery Conditions"). Upon delivery, the Corporation and Landlord shall inspect the Boys & Girls Club Facility to determine if the Delivery Conditions shall have been satisfied. If the Delivery Conditions are not satisfied, Landlord will immediately commence and diligently and continuously pursue satisfaction of same, failing which the Corporation may undertake such work on Landlord's behalf at Landlord's sole cost and expense.

4.6. **Utility Construction and Maintenance.**

(a) Subject to Sections 3.2 and 3.3, the Corporation shall, at its own cost and expense, be solely responsible for the alterations, maintenance, repair and replacement of all utility systems within the Boys & Girls Club Facility. All work performed in connection with the Corporation's foregoing responsibilities shall meet applicable County requirements.

(b) Utility connection fees charged by the utility service providers shall be borne by the Landlord as determined by the utility service providers.

4.7. **Notice of Repairs or Major Events.** The Corporation shall give fifteen (15) days prior written notice to the Landlord (i) when any work will be performed on or about the Boys & Girls Club Facility that may interfere with the daily operations of the ongoing business of the Landlord, or (ii) when any major event will be held on or about the Boys & Girls Club Facility that may interfere with the daily operations of the ongoing business of the Landlord or other tenants; in the case of emergency work that may interfere with the daily operations of the Landlord's ongoing business, only attempted telephonic notice will be required.

4.8. **Fire Alarm System Maintenance.** The Corporation and Landlord agree that the Boys & Girls Club Facility and the Remaining Premises shall be served by a common fire alarm system to be maintained by a single fire alarm monitoring, servicing and testing firm procured by the Landlord. Any such contract will include separate pricing to cover services to the Boys & Girls Club Facility and the Remaining Premises. The Corporation agrees to hire and employ during the Term the same fire alarm monitoring, servicing and testing firm that the Landlord hires and employs to provide fire alarm monitoring, servicing and testing services for the Remaining Premises. The Corporation and the Landlord agree to establish separate billing accounts for the payment of fire alarm monitoring, servicing, testing and replacement costs associated with the Boys & Girls Club Facility and Remaining Premises.

4.9. **Exterior Building Lighting**. The Landlord shall install, maintain, repair, replace, and supply electricity to serve, mounted lighting fixtures on the building exterior of the Boys & Girls Club Facility. The purpose of such lighting shall be to provide illumination of entrances to the Boys & Girls Club Facility at such times as the Boys & Girls Club Facility is in use.

4.10. **Payment of Taxes, Insurance Premiums and Utilities.** The Corporation covenants duly and punctually to pay and discharge all taxes, assessments, utility bills whether public or private, and other governmental or municipal dues, charges, levies and impositions, which are or may be imposed upon the Boys & Girls Club Facility together with all insurance premiums as provided in Sections 7.1 and 7.2 of this Lease. The Corporation shall pay all such taxes, utilities and insurance premiums before the same become delinquent or subject to interest or penalties, unless the same are being contested in good faith.

4.11. **Reserve Funds for Replacement**.

(a) Beginning on the Commencement Date, the Corporation shall maintain for the term of this Lease a replacement reserve account (the "Reserve for Replacement Fund") in a commercial bank. The Corporation shall deposit monthly an amount not less than One Thousand Dollars ($1,000) to the Reserve for Replacement Fund for the term of the Lease and shall only expend funds from this account in accordance with Section 4.11(b) hereof. The Corporation shall, upon request, submit statements to the Landlord detailing activity on the account including the beginning balance, deposits, withdrawals, interest earned and ending balance. The Corporation shall have the right to make disbursements from the Reserve for Replacement Fund from time to time for the purpose of paying costs associated with the performance of any reasonable maintenance, repair or replacement with respect to the Lease Area, provided that such disbursements shall be approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. If Landlord shall fail to approve or deny any request for disbursement authorization within 10 days following receipt of same, Landlord shall be deemed to have authorized such disbursement.

(b) Monies in the Reserve for Replacement Fund shall be held in an interest bearing account. Interest accruing on the Reserve for Replacement Fund, if any shall accrue to the benefit of the Reserve for Replacement Fund.

4.12. **Additional Obligations for Improvements, Alterations, Maintenance, Repair and Replacement.** In addition to all other obligations imposed upon or assumed by the Corporation under this Lease, the Corporation shall be responsible for, the maintenance, repair and replacement of the improvements and any alterations thereto constituting of the Lease Area.

4.13. **Indemnification.** The Corporation shall defend, indemnify and hold harmless the Landlord and their respective agents, servants, officials and employees from and against any and all loss, damage, cost, expense or liability, including court costs and reasonable attorney's fees and expenses, in any way arising out of any acts or omissions on the part of the Corporation, its agents, servants, officers, employees, invitees, tenants, guests and invitees in the, use, maintenance, repair and replacement of the Boys & Girls Club Facility. This obligation shall survive any termination of this Lease.

## ARTICLE V

## Covenants, Representations and Warranties

5.1. **Covenants, Representations and Warranties of Landlord.**

(a) Notwithstanding any other provision hereof, the Landlord in no way guarantees and has no obligation to make any repair or modification solely to allow the Corporation to obtain or maintain debt and equity financing for the Boys & Girls Club Facility.

(b) Subject to the approval of this lease by the Anne Arundel County Council, the Landlord represents and warrants that it has been duly authorized to execute and deliver this Lease, that all necessary approvals have been obtained, that its signature page has been validly executed and delivered, and that its obligations set forth herein constitute valid and binding obligations of the Landlord enforceable against it in accordance with their terms.

(c) The Landlord represents that it owns the Premises in fee simple.

(d) The Landlord covenants that during the design and construction of any improvement on the Landlord's Premises, the Landlord shall maintain, or cause to be maintained, the work sites under its responsibility in a clean and safe manner, free of debris, and shall be solely responsible for trash removal and the implementation of safety precautions and programs within such work sites. All construction, repair or maintenance work to be done by the Landlord or its agents, employees, and independent contractors shall be performed in compliance with all safety, occupational, and other laws and regulations, and so as to minimize disruption to the Corporation's operations.

(e) The Landlord shall not (either with or without gross negligence) (i) cause or permit the storage, escape, disposal or release on or about the Premises of any "hazardous substance" or pollutant as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, et seq., in a manner that violates any federal, State, County or City laws or regulations.

(f) The Landlord covenants and agrees that the Landlord will (i) keep the Remaining Premises and improvements thereon in a good state of condition and repair at its sole cost and expense, (ii) not suffer or permit any waste or neglect of the Remaining Premises, (iii) repair, replace and renovate the Remaining Premises when necessary.

(g) The Landlord covenants and agrees that the Landlord will obey and comply with all statutes, laws, ordinances, regulations, orders or other requirements of any governmental body exercising jurisdiction over the Remaining Premises or the use, condition or occupancy of the Remaining Premises.

(h) The Landlord covenants and agrees that the Landlord will obey and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses and permits applicable to the Remaining Premises.

5.2. **Covenants, Representations and Warranties of Corporation.**

(a) The Corporation represents and warrants that it has been duly authorized to execute and deliver this Lease, that its signature page has been validly executed and delivered, and that its obligations set forth herein constitute valid and binding obligations of the Corporation enforceable against it in accordance with their terms.

(b) The Corporation's maintenance work to be done by the Corporation or its agents, employees, and independent contractors shall be performed in compliance with all safety, occupational, and other laws and regulations, and so as to minimize disruption to the Landlord's operations.

(c) The Corporation shall not (either with or without negligence) (i) cause or permit the storage, escape, disposal or release of any "hazardous substance" or pollutant as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, et seq., in a manner that violates any federal, State, County or City laws or regulations, or (ii) permit any employee, member, licensee or agent of the Boys & Girls Club Facility to store, handle or use such substances or materials, in either case in any manner that violates any federal, State, County or City laws or regulations.

(d) The Corporation covenants and agrees that the Corporation will:

(1) keep the Boys & Girls Club Facility in a good state of condition and repair at its sole cost and expense; not suffer or permit any waste or neglect of the Boys & Girls Club Facility; repair, replace and renovate the Boys & Girls Club Facility when necessary; an

and will not substantially alter the appearance of the Boys & Girls Club Facility or improvements on the Premises;

(2) permit the Landlord to enter upon and inspect the Boys & Girls Club Facility and the improvements thereon at any reasonable time or times with reasonable verbal or written notice;

(3) not undertake any structural alteration to, or tear down, the improvements on the Boys & Girls Club Facility, nor permit them to be structurally altered or torn down, without the prior written consent of the Landlord (such consent not to be unreasonably withheld);

(4) not abandon the Boys & Girls Club Facility without the prior written consent of the Landlord (which Landlord may withhold in its sole and unfettered discretion);

(5) obey and comply with all statutes, laws, ordinances, regulations, orders or other requirements of any governmental body exercising jurisdiction over the Boys & Girls Club Facility, or the use, condition or occupancy of the Boys & Girls Club Facility;

(6) obey and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses and permits applicable to the Boys & Girls Club Facility.

(e) The Corporation covenants and agrees that it will not, without the prior written approval of the Landlord, which shall not be unreasonably delayed or withheld:

(1) with the exception of sales, assignments, encumbrances, transfers and liens pursuant to the exercise of rights and remedies by a Leasehold Mortgagee (as defined in Section 8.1(b) hereof) under its Leasehold Mortgage, sell, assign, encumber or otherwise transfer the Boys & Girls Club Facility or any part thereof, or permit the sale, assignment, transfer or encumbrance of the Boys & Girls Club Facility or any part thereof, to any person or entity during the Term, or permit any lien against the Boys & Girls Club Facility during the Term;

(2) sell, assign, encumber or otherwise transfer any beneficial interest in the Boys & Girls Club Facility to any person or entity;

(3) except as permitted or required by this Lease, or except as required in the ordinary course of maintaining and operating the Boys & Girls Club Facility, remodel, add to, reconstruct or demolish any part of the Boys & Girls Club Facility and improvements located on the Boys & Girls Club Facility; and

(4) without the prior written consent of the Landlord, permit the use of the Boys & Girls Club Facility for any purpose except the uses which were originally intended as set forth in this Lease, or permit any use of the Boys & Girls Club Facility in a manner different from that approved by the Landlord.

(f) The Corporation shall keep the Boys & Girls Club Facility free from all liens and claims of every kind, except those which have been consented to by the Landlord or otherwise approved by the Landlord in writing (such consent or approval not to be unreasonably withheld).

(g) The Corporation shall not use or occupy the Boys & Girls Club Facility in violation of any certificate of occupancy, permit or other governmental consent issued for the Boys & Girls Club Facility. If any governmental authority, after the commencement of the Term, shall contend or declare that the Boys & Girls Club Facility is being used for a purpose which is in violation of such certificate of occupancy, permit or consent or in violation of this agreement, then the Corporation shall, upon thirty (30) days' written notice from the Landlord, immediately discontinue such use of the Boys & Girls Club Facility for such purpose. If thereafter the governmental authority asserting such violation threatens, commences or continues criminal or civil proceedings against the Landlord or the Corporation for the Corporation's failure to discontinue such use, in addition to any and all rights, privileges and remedies given to Landlord under this Lease for default therein, Landlord shall have the right to terminate this Lease. The Corporation shall indemnify Landlord for and hold Landlord harmless from any and all liability for any such violation or violations.

## ARTICLE VI

## Management and Maintenance of the Property

6.1. **Management and Maintenance Requirements**.

(a) The Corporation shall provide for the management and maintenance of the Boys & Girls Club Facility. The Corporation shall prepare and keep up to date an Operations Manual that shall include all information pertinent to the operation of the Boys & Girls Club Facility. The Operations Manual shall include budget information; life/safety procedures, including monitoring and servicing; a building preventative maintenance plan; servicing and repair plans; personnel needs and staffing requirements to implement the operating plan; and an explanation of any anticipated major repairs and estimated cost of those repairs.

(b) The Corporation shall prepare an annual operating budget outlining anticipated revenues and expenses for the next year. The expenses shall include, but not be limited to, such items as maintenance, repair charges, dues and license fees, legal and accounting fees, premiums for insurance, water/sewer expenses, utilities and such other expenses and charges as would normally be considered as operating expenses for the Boys & Girls Club Facility under recognized and customary accounting principles and practices.

(c) The Corporation shall cause to be prepared an annual financial report specifying the revenues received and the expenses of the prior year. This report must be prepared and certified as true and correct by an independent certified public accountant. The

Corporation shall also provide evidence that all revenues received have been deposited with a federally insured bank or savings association.

(d) In the event the Corporation chooses to hire a professional management company to assist with building operations, the contract for services shall require prior written approval by the Landlord and shall contain provisions that, upon written request by the Landlord addressed to the Corporation, the contract shall be subject to termination, without penalty, in the event the contractor has defaulted under the terms of the contract after applicable cure periods, or the contractor has acted negligently or intentionally improperly or has committed fraud or violated any provision of applicable laws. Upon receipt of such request, the Corporation shall terminate the contract within a period of not more than thirty (30) days and shall make arrangements satisfactory to the Landlord for continuing proper management of the Boys & Girls Club Facility. Any contract entered into shall require evidence that all employees at the Boys & Girls Club Facility are covered by workmen's compensation and that all vehicles are insured for liability.

6.2. **Reporting Requirements**. The Corporation shall submit to the Landlord on an annual basis (a) a copy of the Operations Manual, (b) a copy of the operating budget outlining anticipated revenues and expenses for the next year, and (c) a copy of the financial report specifying the revenues received and the expenses of the prior year prepared and certified as true and correct by an independent certified public accountant.

6.3. **Corporation's Administrative and Record Keeping Requirements.** For a period of ten (10) years from creation of such documentation, the Corporation shall execute, compile and retain documentation reasonably satisfactory to the Landlord, to be available at such time and such place as reasonably determined by the Landlord and the Corporation, for the periodic inspection of the Corporation's compliance with the requirements of this Lease. In conducting its compliance review, the Landlord will rely primarily on information obtained from the Boys & Girls Club Facility records and reports and findings from on-site inspection and audit reports.

## ARTICLE VII

## Insurance

7.1. **Insurance to be Maintained by the Corporation**. The Corporation shall purchase and maintain at its cost and expense (or cause to be purchased and maintained) insurance at the following levels of coverage:

(a) the Corporation shall maintain commercial property insurance protecting against all loss and damages, at full replacement cost, sustained or suffered due to the loss of or damage to the fixtures, equipment and personal property as a result of fire, theft, lightning, windstorm, explosion, vandalism, malicious mischief or any other casualty (Causes of Loss – Special Form – ISO Form No. CP1030 or equivalent);

(b) commercial general liability with minimum limits of coverage at $400,000 per person and $800,000 per occurrence, pursuant to the local government's tort claims act;

(c) automobile liability insurance with minimum limits coverage at $400,000per person, $800,000 per occurrence for both property damage and bodily injury;

(d) workers' compensation provide statutory workers' compensation benefits covering all of their employees with respect to whom death or bodily injury claims could be asserted, as required under Maryland Law, and Employer's Liability with no limits; and

7.2. **Management Company Insurance.** The Corporation also shall require any management company that provides management services for the Boys & Girls Club Facility to maintain in full force and effect during the term of its management contract insurance of such types, in not less than the minimum limits of coverage required by the Corporation, and in accordance with such terms, required by this Section.

7.3. **Certificates of Insurance.** The Corporation and any applicable management company shall furnish the Anne Arundel County Office of Risk Management or its successor with certificates evidencing the type, amount, class of operations and effective dates of expiration of the insurance policies required herein. The insurance shall name the Landlord, and the holder of any Mortgage as additional insureds and/or loss payees (as applicable). To the extent that the insurance companies providing policies required by this Lease shall agree, the certificates shall include substantially the following statement: "The insurance covered by this certification shall not be canceled or materially altered, except after thirty (30) consecutive calendar days from when a written notice has been delivered to Anne Arundel County Office of Risk Management. The Landlord shall have the right to approve all insurance companies providing policies required by this Lease, and such approval shall not be unreasonably withheld".

7.4. **Insurance to be Maintained by the Landlord**. The Landlord shall maintain real property fire coverage on the Severn Center exclusive of the Boys & Girls Club Facility improvements, betterments, fixtures, and personal property.

7.5. **Periodic Review of Insurance Coverage**. The Landlord shall have the right to periodically review all documentation relating to the Corporation's insurance coverage to ascertain that the Corporation is in compliance with Article VII of this Lease, and the Corporation shall make such available within a reasonable time at the request of the Landlord. Moreover, every three (3) years during the term of this Lease the Landlord shall review the amounts of insurance coverage required under this Lease. If the Landlord determines that the amounts should be increased or decreased based on sound business and liability grounds, the Landlord shall inform the Corporation, and the Corporation shall comply with the change in the amount of insurance within thirty (30) days. Any changes in insurance coverage amounts requested by the Landlord shall be consistent with insurance coverage amounts generally required by Anne Arundel County's Office of Risk Management for similar situations.

7.6. **Casualty.** In the event of a casualty involving any improvements on the Lease Area or the Remaining Premises, unless otherwise agreed to in writing by the Landlord, the Corporation and the Leasehold Mortgagee, the Landlord and the Corporation agree that each shall apply, proceeds of any hazard insurance to the restoration of the Lease Area or the Remaining Premises, as applicable, to the extent necessary to enable the Boys & Girls Club Facility and improvements on the Remaining Premises to be restored to their prior condition and to comply with all other obligations of the parties set forth in this Lease.

## ARTICLE VIII

## Mortgage Financing

8.1. **Leasehold Financing**.

(a) Subject to the Landlord's prior written consent (which shall not be unreasonably withheld or delayed) and as long as Corporation is not in default under the terms of this Lease, the Corporation may mortgage or otherwise encumber the Corporation's leasehold interest in the Boys & Girls Club Facility (a "Leasehold Mortgagee"), in whole or in part, during the Term or any part thereof, by executing a Leasehold Mortgage as security for the performance of the Corporation's obligations under such Leasehold Mortgage; it being understood at all times that the Landlord's fee ownership of the premises may not be encumbered or affected in any way by the Corporation through any mechanism or instrument.

(b) Any Leasehold Mortgagee may become the legal owner and holder of the Corporation's interest in this Lease by foreclosure of its Leasehold Mortgage, or as a result of the assignment of this Lease in lieu of foreclosure, whereupon such Leasehold Mortgagee shall immediately become and remain liable as tenant under this Lease (subject to the provisions of Sections 8.3 and 9.4), so long as, but no longer than, such Leasehold Mortgagee is in possession or is entitled to possession of the Boys & Girls Club Facility.

8.2. **Foreclosure of Leasehold Mortgages**.

(a) Prior to any foreclosure action or assignment of this Lease in lieu of foreclosure, the Leasehold Mortgagee shall give written notice to the Landlord at least forty five (45) days before the date of contemplated action. The Landlord shall have the right within thirty (30) days to notify Leasehold Mortgagee that it is exercising its Right of First Refusal and will purchase the Leasehold Mortgage pursuant to a purchase agreement which incorporates the terms and conditions of the conveyance. If the Landlord fails to exercise its Right of First Refusal stated above, this Right of First Refusal shall have no more force and effect.

(b) In the event of a foreclosure or assumption-in-lieu of foreclosure under any Leasehold Mortgage, the Leasehold Mortgagee may, in its sole discretion, upon written notification to the Landlord, assume or sell the Corporation's leasehold estate (by foreclosure or deed in lieu of foreclosure) subject to all of the terms and conditions of the Lease. The purchaser at foreclosure or recipient of a deed in lieu of foreclosure (or the recipient of a deed from the purchaser at a foreclosure or by deed in lieu of foreclosure) shall be deemed to have assumed this Lease and shall be recognized by the Landlord for all purposes as the tenant hereunder.

(c) If more than one Leasehold Mortgagee elects to exercise the foregoing rights described in Section 8.2(b), the Landlord shall accept the exercise of such rights from the Leasehold Mortgagee with the highest priority lien.

8.3. **Opportunity to Cure Corporation Default; Assumption of Lease**.

(a) If an Event of Default by the Corporation occurs under Article IX of this Lease, before taking action to terminate the Lease, the Landlord shall offer simultaneously in writing to each Leasehold Mortgagee (i) an opportunity to cure the Event of Default and (ii) the option to either assume or sell the rights, obligations, and interests of the Corporation hereunder pursuant to Section 9.3 hereof or, upon termination of the Lease, to enter into a new Lease on substantially the same terms as herein described. Any Leasehold Mortgagee receiving such an offer from the Landlord may either (i) cure the Event of Default within one hundred eighty (180) days of the date of the offer, or (ii) exercise the option to assume or sell the Lease or enter into a new Lease by delivering written notice to the Landlord within one hundred eighty (180) days of the date of the offer or such longer period of time as may be reasonably needed to effect the termination of this Lease by the Landlord or, in the event of foreclosure under the applicable Leasehold Mortgage, to complete the foreclosure in accordance with Rules 14-101 et seq. of the Maryland Rules. Whenever the Landlord serves upon the Corporation a written notice of an Event of Default pursuant to Section 9.2 hereof, Landlord shall also serve such a written notice of an Event of Default upon any applicable Leasehold Mortgagee.

(b) If one or more than one Leasehold Mortgagee elects to cure the Event of Default, the Landlord shall accept the cure from the Leasehold Mortgagee that cures the Event of Default first. If no Leasehold Mortgagee elects to cure the Event of Default, but more than one Leasehold Mortgagee elects to assume the Lease or enter into a new Lease, the Landlord will permit the Leasehold Mortgagee having the highest priority lien to assume the Lease or enter into a new Lease.

(c) If a Leasehold Mortgagee cures the Event of Default, cure by the Leasehold Mortgagee shall constitute cure by the Corporation.

(d) If a Leasehold Mortgagee exercises the option to assume or sell the Lease, it or its purchaser, as applicable, shall assume all of the rights, obligations, and interests of the Corporation under this Lease without modification, except as agreed to in writing by the Landlord, and all of the terms and conditions of this Lease shall remain in full force and effect. If a Leasehold Mortgagee exercises the option to enter into a new Lease, the new Lease shall contain substantially the same terms as herein described, except as otherwise agreed to in writing by the Landlord.

8.4. **Opportunity to Cure Landlord Default**.

(a) If an Event of Default by Landlord occurs under Article IX of this Lease, before taking action pursuant to Section 9.4, the Corporation shall offer simultaneously in writing to each Leasehold Mortgagee an opportunity to cure the Event of Default. Any Leasehold Mortgagee receiving such an offer from the Corporation may cure the Event of Default within one hundred eighty (180) days of the date of the offer. Whenever the Corporation serves upon the Landlord a written notice of an Event of Default pursuant to Section 9.2 hereof, the Corporation shall also serve such a written notice of an Event of Default upon any applicable Leasehold Mortgagee.

(b) If more than one Leasehold Mortgagee elects to cure the Event of Default, the Corporation shall accept the cure from the Leasehold Mortgagee that cures the Event of Default first. If no Leasehold Mortgagee elects to cure the Event of Default, but more than one Leasehold Mortgagee elects to assume the Lease or enter into a new Lease, the Landlord will permit the Leasehold Mortgagee having the highest priority lien to assume the Lease or enter into a new Lease.

(c) If the Corporation or a Leasehold Mortgagee cures the Event of Default, cure by the Corporation or Leasehold Mortgagee shall constitute cure by the Landlord and the cure by the Corporation or Leasehold Mortgagee shall be deemed to be the actions of a volunteer and shall give rise to no rights of recovery or otherwise with respect to the Landlord.

8.5. **Landlord's Mortgage**. The Landlord represents that there is no mortgage on its fee simple interest on the Premises and agrees that, except as otherwise agreed by the Corporation, any fee simple mortgage on the Premises shall be subordinate to this Lease.

## ARTICLE IX

## Default

9.1. **Events of Default**. The occurrence of any one or more of the following events shall be deemed an "Event of Default" for the purposes of this Lease:

(a) If the Corporation fails to pay any Rent or either party to this Lease fails to pay any other sum that it is obligated to pay by any provision of this Lease, when and as due and payable and without demand therefore;

(b) If either party to this Lease fails to observe or perform any one or more of its non-monetary covenants or obligations contained in this Lease;

(c) If any representation or warranty of either party contained in this Lease or any other document or instrument executed by either party in connection with this Lease shall be untrue in any material respect as of the Commencement Date or shall become untrue in any material respect thereafter;

(d) If the Corporation commits a default, any loan documents executed in connection with any Leasehold Mortgage or any other instrument that places a lien on the Corporation's leasehold interest in the Boys & Girls Club Facility, and such default is not cured or waived within the permissible grace period, if any, specified in the applicable instrument or document; or

(e) If the Landlord fails to obtain certificates of occupancy for the Boys & Girls Club Facility by the Outside Delivery Date or if by any reason of Force Majeure the Corporation fails to satisfy either of such conditions by their respective dates, the Corporation shall not be deemed in default during the continuance of such inability.

9.2. **Notice; Grace Period**.

(a) Notwithstanding anything in Section 9.1 hereof to the contrary, and subject to Section 9.3, on the occurrence of an Event of Default by the Corporation, the Landlord may not exercise any of its rights or remedies on account thereof unless and until:

(1) If the Event of Default consists of a failure to pay money under Section 9.1(a), (i) the Corporation has failed to pay such sums within thirty (30) days after the Landlord has sent the Corporation written notice of the Event of Default, and (ii) any Leasehold Mortgagee has failed to pay such sums within sixty (60) days after the Landlord has sent any Leasehold Mortgagee written notice of the Event of Default; or

(2) If the Event of Default consists of a failure to observe or perform a non-monetary covenant or obligation, (i) the Landlord has sent the Corporation written notice of the Event of Default with a copy to any Leasehold Mortgagee, and (ii) either the Corporation or any Leasehold Mortgagee has failed to cure the Event of Default within sixty (60) days after the notice is sent, or the default is not cured within one hundred twenty (120) days if the default is of a nature that reasonably cannot be cured within sixty (60) days after notice and the Corporation or any Leasehold Mortgagee have failed to commence to cure the Event of Default within such sixty (60) day period or thereafter have failed to diligently and continuously pursue a cure.

(b) Notwithstanding anything in Section 9.1 hereof to the contrary, and subject to Section 9.4, on the occurrence of an Event of Default by the Landlord, the Corporation may not exercise any of its rights or remedies on account thereof unless and until it has obtained the written consent of all Leasehold Mortgagees that then have an outstanding lien on the Boys & Girls Club Facility, and until:

(1) If the Event of Default consists of a failure to pay money under Section 9.1(a), the Landlord has failed to pay such sums within thirty (30) days after the Corporation has sent the Landlord written notice of the Event of Default.

(2) If the Event of a Default consists of a failure to observe or perform a non-monetary covenant or obligation, the Corporation may not exercise any of its rights or

remedies on account thereof unless and until the Corporation has sent the Landlord written notice of the Event of Default, and either (i) the Landlord has failed to cure the Event of Default within sixty (60) days after the notice is sent, or (ii) the default is not cured within one hundred twenty (120) days if the default is of a nature that reasonably cannot be cured within sixty (60) days after notice and the Landlord has failed to commence to cure the Event of Default within such sixty (60) day period or thereafter has failed to diligently and continuously pursue a cure.

9.3. **Landlord's Rights Upon Event of Default**. Upon the occurrence of an Event of Default by the Corporation, and subject to the provisions of Section 9.2 and Section 8.3, the Landlord may take any or all of the following actions:

(a) reenter and repossess any or all of the Boys & Girls Club Facility and take possession and title to any or all of Boys & Girls Club Facility improvements thereon;

(b) terminate this Lease by giving the Corporation written notice of the termination, which termination shall be effective as of the date of the notice or any later date specified in the notice;

(c) relet any or all of the Boys & Girls Club Facility thereon for any or all of the remainder of the Term and collect and receive the rents therefore either as agent for the Corporation, if the Lease has not been terminated, or on the Landlord's own behalf, if the Lease has been terminated;

(d) cure the Event of Default in any other manner; or

(e) pursue any combination of these remedies or any other right or remedy available to the Landlord on account of the Event of Default under this Lease or at law or in equity.

9.4. **The Corporation's Rights Upon Event of Default**. Upon the occurrence of an Event of Default by the Landlord, and subject to the provisions of Section 9.2 and Section 8.4, the Corporation may take any or all of the following actions:

(a) terminate this Lease by giving the Landlord written notice of the termination, which termination shall be effective as of the date of the notice or any later date specified in the notice;

(b) cure the Event of Default in any other manner; or

(c) pursue any combination of these remedies or any other right or remedy available to the Corporation on account of the Event of Default under this Lease or at law or in equity.

## ARTICLE X

## Miscellaneous

10.1. **Non-recourse**. No officer or director of the Corporation assumes personal liability for payments and deposits due under this Lease.

10.2. **Amendment**. This Lease may not be amended without the written agreement of the parties and, for so long as it has any mortgage on any part of the Boys & Girls Club Facility, or any Leasehold Mortgagee. The Corporation and Landlord agree to cooperate to amend this Lease to the extent reasonably required as a result of changes in applicable government laws or regulations. Any amendment to this Lease shall not require the approval of the Anne Arundel County Council unless such amendment alters the identity of the tenant (except with respect to the exercise of remedies by any Leasehold Mortgagee), extends the Term, materially alters the intended or permissible use of the Boys & Girls Club Facility, or creates a new or an expanded financial obligation for the Landlord.

10.3. **Assignment or Subletting**.

(a) The Corporation may not assign this Lease or sublet the Boys & Girls Club Facility or any portion thereof without obtaining the Landlord's prior written consent, which Landlord may withhold in its sole and arbitrary discretion.

(b) Notwithstanding subsection (a) of this Section 10.3, the Corporation may license all or any portion of the Boys & Girls Club Facility to other users for (i) community service and/or public benefit purposes; or (ii) other events that are allowed by the Anne Arundel County Zoning Code and that are compatible with the use of the Remaining Premises as determined by the Landlord in its sole and unfettered discretion.

10.4. **No Waiver**. Failure of any party to require performance by another of any of the terms of this Lease shall not affect the party’s right to enforce such term. Waiver of any term hereof shall not constitute waiver of any other term or breach hereof.

10.5. **Successors and Assigns**. This Lease shall be binding upon and inure to the benefit of the successors and permitted assigns of the respective parties.

10.6. **Beneficiary Under Deed of Trust as Assignee**. No beneficiary under a deed of trust encumbering the Corporation's interest in all or a portion of the leasehold estate created hereby shall be liable in any manner to the Landlord as an assignee of this Lease until such time as such beneficiary shall have (a) acquired the rights of the Corporation hereunder through foreclosure or other appropriate proceedings in the nature thereof, or as a result of any action or remedy provided for by law, by such deed of trust, or by this Lease, or (b) actually entered onto the Boys & Girls Club Facility and taken possession and control thereof.

10.7. **Headings**. The headings of this Lease are for reference only and shall not be deemed to limit or define the meaning hereof.

10.8. **Counterparts**. This Lease may be executed in counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument.

10.9. **Time of the Essence**. Time is of the essence in this Lease.

10.10. **Notices**. All notices and other communications required under this Lease shall be hand delivered, or emailed, or delivered by commercial courier with receipt, or mailed, by registered or certified mail, postage prepaid and return receipt requested, to the parties at the following addresses (or at such other address as any party may designate in writing):

| | |
|---|---|
| **To the Corporation:** | Chief Executive Officer<br>Boys & Girls Clubs of Annapolis & Anne Arundel County<br>121 South Villa Avenue<br>Annapolis, MD 21401<br>Office: 410-263-2542 |
| **To the Landlord:** | Real Estate Division, Central Services<br>2660 Riva Road, 3rd Floor<br>Annapolis, Maryland 21404<br>Telecopy No.: (410) 222-7913<br>Attn: Real Estate Manager |
| **With a copy to:** | Anne Arundel County Office of Law<br>2660 Riva Road, Fourth Floor<br>Annapolis, Maryland 21401<br>Attention: County Attorney<br>Telecopy No.: (410) 222-7888 |

Such notice shall be deemed received on the date sent if by hand delivery or by confirmed telecopy or e-mail, on the date set forth on the receipt if delivered by commercial courier, or on the third business day subsequent to mailing as specified herein.

10.11. **Entire Agreement**. This Lease constitutes the entire understanding and agreement for the parties. All previous agreements, understandings, promises, and representations, whether written or oral, relating to this transaction, are superseded by this Lease.

10.12. **Governing Law and Forum for Actions**. This Lease shall be construed under and governed by the laws of the State of Maryland, without regard to those principles governing conflicts and choice of laws. Any action arising from or relating to this Lease shall be brought in the State courts of Maryland located in Anne Arundel County. To the extent permitted by law, Landlord and the Corporation waive their right to remove any such action to federal court.

10.13. **Estoppel Certificates**. The Landlord and the Corporation shall, without charge, at any time and from time to time, within fifteen (15) days after receipt of request therefore from the other party, execute, acknowledge and deliver to the requesting party, and to such Leasehold Mortgagee or other party as may be designated by the requesting party, a written estoppel certificate in form and substance as may be reasonably required by either party or by a Leasehold Mortgagee or other party.

10.14. **Recordation**. Any party may record this Lease or a memorandum hereof and all parties agree to execute and deliver a memorandum of lease to any party so requesting.

10.15. **Interpretation.** This Lease has been prepared jointly by Landlord and the Corporation. In the event of any ambiguity in this Lease, such ambiguity shall not be resolved against either party solely because that party prepared this Lease.

10.16. **Parties' Costs and Expenses.** Each party (for purposes of this section, the "Defaulting Party") shall pay all costs, charges and expenses, including reasonable attorneys' fees, unless covered by title insurance, which the other party (the "Non-Defaulting Party") may incur or expend in defending or enforcing the validity or priority of this Lease, or any term, condition or covenant of this Lease, or in collecting any sum secured hereby, or in protecting the security of the Non-Defaulting Party, or, if an Event of Default by the Defaulting Party shall happen, in administering and performing the Non-Defaulting Party's powers, privileges and duties under this Lease. The Non-Defaulting Party may make advances or payments for such purposes; provided, however, that all advances or payments made by the Non-Defaulting Party for such purposes shall be due and payable to the Non-Defaulting Party upon demand; and further provided that no such advance or payment shall relieve the Defaulting Party from any Event of Default by the Defaulting Party hereunder. The Corporation's agreement under this Section 10.16 extends only to costs and expenses incurred by the Landlord in its capacity as Landlord under this Lease and not in its sovereign or governmental capacity.

10.17. **Non-Waiver of Immunity.** Nothing in this Lease shall be construed as a waiver of any sovereign or governmental immunity to which Landlord may be entitled and such immunity is expressly affirmed to the extent permitted by law.

10.18. **Further Assurances.** The parties to this Lease shall execute and deliver, each at their respective expense, such further agreements, documents, and other instruments and do such further acts as may be reasonably required to carry out the intent and purposes of this Lease.

10.19. **No Third Party Beneficiary.** No person or entity other than the Corporation and the Landlord, and any Leasehold Mortgagee to the extent of its rights and privileges hereunder, is or shall be entitled to bring any action to enforce any provision of this Lease or the performance of any obligation under this Lease by either party. The provisions of this Lease are solely for the benefit of and shall be enforceable only by the Corporation and the Landlord and their respective successors and assigns as permitted hereunder, and any Leasehold Mortgagee to the extent of its rights and privileges hereunder.

10.20. **Limitation on Voluntary Surrender**. The Corporation may not voluntarily terminate this Lease and surrender the Boys & Girls Club Facility without the written consent of Landlord, which Landlord may withhold in its sole and unfettered discretion. In no event may the Corporation voluntarily terminate this Lease and surrender the Boys & Girls Club

Facility without the written consent of all Leasehold Mortgagees that then hold an outstanding lien on the Boys & Girls Club Facility.

10.21. **Waiver of Trial by Jury.** Landlord and Corporation both waive, for themselves and for any Leasehold Mortgagee, any right to trial by jury to which any of them may be entitled in any action arising from or relating to this Lease.

10.22. **Subject to Funding**. Any financial obligation of the Landlord under this Lease is subject to all provisions of law and is subject to appropriation and availability of funds.

10.23. **Landlord Representative.** Unless otherwise expressly provided by this Lease, the Landlord's authorized agent for granting any Landlord consents or approvals required by this Lease shall be the Real Estate Manager or the Central Services Officer.

10.24. **Materiality of Recitals.** The "WHEREAS" recitals at the beginning of this Lease are a material part of this Lease and not merely prefatory.

10.25. **Placed in Service Date.** The date on which the Boys & Girls Club Facility shall be placed in service shall be the actual date of occupancy by the Corporation and not the Commencement Date.

10.26. **Contingency.** The term of this Lease exceeds thirty-five (35) months and therefore is contingent upon approval by the Anne Arundel County Council, as required by Anne Arundel County Code, Article 8, §3-301. If this Lease is not approved, then it shall be null and void ab initio and of no further effect.

[Signature Pages to Follow]

**IN WITNESS WHEREOF**, the Corporation and the Landlord, by their duly appointed representatives, have executed, sealed, and delivered this Lease as of the date and year written below.

**WITNESS/ATTEST:** BOYS & GIRLS CLUBS OF ANNAPOLIS & ANNE ARUNDEL COUNTY, INC.

DocuSigned by:
Elisa Clayton
6B73D2340A4041A...

By: DocuSigned by:
Lisa Mondoro
BCC2498A9EEE42C...
_________________________(SEAL)
Lisa Lindsay-Mondoro
Chief Executive Officer

ANNE ARUNDEL COUNTY, MARYLAND

_______________________ By: _________________________(SEAL)
Matthew J. Power
Chief Administrative Officer

APPROVED AS TO THE TERMS:

_______________________________________________________________

Christine M. Anderson, Central Services Officer Date

APPROVED FOR FORM AND LEGAL SUFFICIENCY:
GREGORY J. SWAIN, COUNTY ATTORNEY

By: _______________________________________________
Christine B. Neiderer, Senior Assistant County Attorney

[Signature Page for Lease, Anne Arundel County, Maryland and Boys & Girls Clubs of Annapolis & Anne Arundel County, Inc.]

**STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:**

**I HEREBY CERTIFY** that on this 21st day of September, 2021, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Lisa Lindsay-Mondoro, Chief Executive Officer of the Boys & Girls Clubs of Annapolis & Anne Arundel County, Inc., and she acknowledged that she executed the foregoing Lease for the purposes therein contained, and he further acknowledged the same to be the act of the Boys & Girls Clubs of Annapolis & Anne Arundel County, Inc.

**AS WITNESS** my Hand and Notarial Seal:

ALLYSON DLUGOKESKI
Notary Public - State of Maryland
Anne Arundel County
My Commission Expires Sep 24, 2022

Allyson Dlugokeski
Notary Public

**STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:**

**I HEREBY CERTIFY** that on this ____ day of ____________, 2021, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Matthew J. Power, the Chief Administrative Officer of Anne Arundel County, Maryland and he acknowledged that he executed the foregoing Lease for the purposes therein contained, and further acknowledged the same to be the act of Anne Arundel County, Maryland.

**AS WITNESS** my Hand and Notarial Seal:

Notary Public

[Notary Page for Lease, Anne Arundel County, Maryland and Boys & Girls Clubs of Annapolis & Anne Arundel County, Inc.]

**I HEREBY CERTIFY** that the within Lease was prepared by or under the supervision of an Attorney admitted to practice law in the State of Maryland.

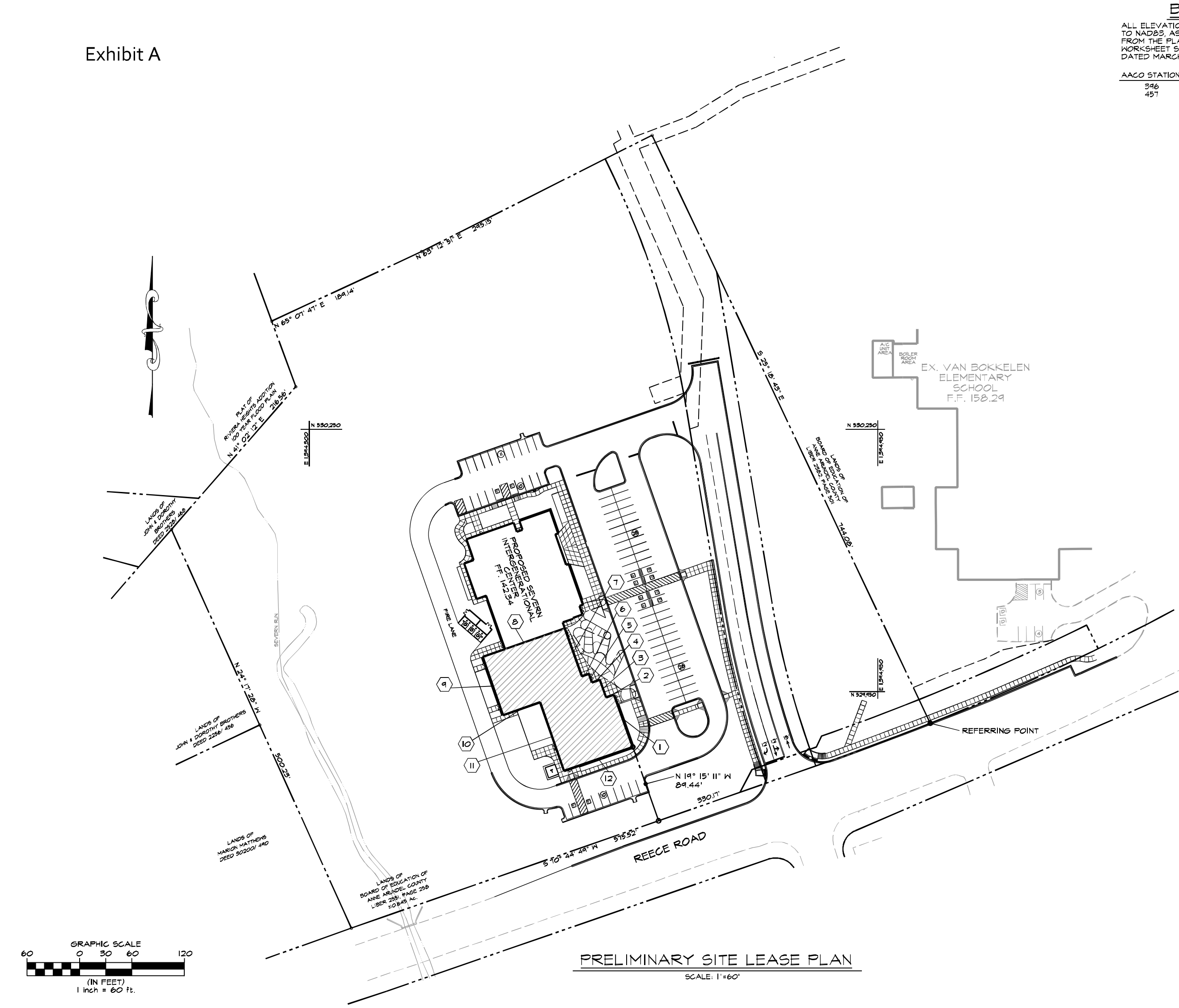
______________________________

AFTER RECORDATION RETURN TO:

Real Estate Division, Central Services
Anne Arundel County, Maryland
2660 Riva Road, 3rd Floor
Annapolis, Maryland 21404
Attn: Real Estate Manager

[Attorney Certification Page for Lease, Anne Arundel County, Maryland and Boys & Girls Clubs of Annapolis & Anne Arundel County, Inc.]

Exhibit A




PRELIMINARY SITE LEASE PLAN

SCALE: 1"=60'

GRAPHIC SCALE

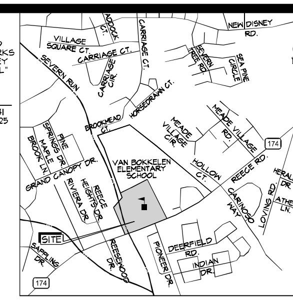
60 0 30 60 120

(IN FEET)
1 inch = 60 ft.

## BENCHMARK DATA

ALL ELEVATIONS SHOWN HEREON HAVE BEEN REFERENCED TO NAD83, AS DERIVED FROM THE FOLLOWING BENCHMARKS FROM THE PLAN ENTITLED "PARTIAL TOPOGRAPHIC SURVEY WORKSHEET SEVERN INTERGENERATIONAL CENTER SCHOOL" DATED MARCH 9, 2020 BY MAI SURVEYORS, LLC.:

| AACO STATION | ELEV. | NORTHING | EASTING |
|---|---|---|---|
| 396 | 169.15 | N 531,391.88 | E 1,394,166.241 |
| 457 | ------ | N 530,061.965 | E 1,395,463.525 |




VICINITY MAP

SCALE: 1" = 1000'

## DESCRIPTION OF LEASE AREA

BEGINNING FOR THE LEASE AREA AT THE SE CORNER OF THE BUILDING, BEING AT POINT RUNNING FROM THE SE CORNER OF THE PARCEL AT THE INTERSECTION OF THE S 25° 18' 43" E 744.08' AND S 70° 44' 49" W 575.52' LINERS, THENCE RUNNING 330.17' TO A POINT, THEN TURNING 90° AND RUNNING 89.44' TO THE SE CORNER OF THE BUILDING, SUCH POINT BEING THE AFOREMENTIONED BEGINNING OF THE LEASE AREA; THEN RUNNING ON THE EXTERIOR FACE OF THE BUILDING;

1. N 19° 48' 42" W, 65.66'
2. S 70° 44' 47" W, 9.55'
3. N 19° 48' 42" W, 21.52'
4. S 70° 44' 47" W, 9.55'
5. N 19° 28' 42" W, 10.62'
6. S 70° 44' 47" W, 8.50'
7. N 19° 48' 42" W, 58.19'
8. N 70° 44' 47" E, 99.55'
9. S 19° 14' 27" E, 70.56'
10. N 70° 44' 47" E, 45.04'
11. S 19° 14' 27" E, 85.27'
12. N 70° 44' 47" E, 85.18'

TO THE POINT OF BEGINNING OF THE LEASE AREA.

ALL LOCATIONS ARE TO BE VERIFIED OR ADJUSTED UPON THE COMPLETION OF CONSTRUCTION BY A CERTIFIED LICENSED SURVEYOR

## GENERAL NOTES

1. THE PROPERTY LINES AND BUILDING LOCATION SHOWN HEREON ARE BASED ON A SITE PLAN PREPARED BY MK CONSULTING ENGINEERS
2. COORDINATES AND BEARINGS HEREON WERE DETERMINED FROM THE FOLLOWING ANNE ARUNDEL COUNTY CONTROL STATIONS:
   396 & 457
3. FOR TITLE INFORMATION, EASEMENTS, ENCUMBRANCES AND ITEMS OF RECORD EFFECTING THE PROPERTY, SEE: BOOK 37365 PAGE 409
4. EXCEPT AS NOTED IN THE LEASE LINE DOCUMENTS, THE BUILDING LEASE AREA INCLUDES : (I) THE EXTERIOR FACE OF THE BUILDING; (II) ANY ROOF PARAPETS, HATCHWAYS, EXHAUSTS, MECHANICAL EQUIPMENT AND ALL OTHER INTEGRAL ELEMENTS CONTAINED ON ANY PORTION OF THE ROOF THAT IS DEPICTED AS BEING WITHIN THE LEASE AREA; (III) THE ENTIRE ROOF CONSTRUCTION THAT IS DEPICTED AS BEING WITHIN THE LEASE AREA.
5. EXCEPT AS OTHERWISE NOTED IN THE LEASE LINE DOCUMENTS, ON THE INSIDE OF THE BUILDING, THE LEASE AREA EXTENDS TO THE LANDLORDS SIDE OF THE DEMISING STRUCTURAL WALL (EXCLUDING LANDLORDS FINISHES,) AND THE CORPORATION WILL BE RESPONSIBLE FOR THE STRUCTURAL REPAIRS OF THE ENTIRE DEMISING WALL (EXCLUDING LANDLORDS FINISHES,) UNLESS SUCH REPAIRS ARE NECESSITATED BY THE FAULT OF THE LANDLORD.
6. ALL NOTES ARE TYPICAL.
7. THE REMAINING PREMISES CONSIST OF ALL PORTIONS OF THE LAND AND BUILDING THAT ARE NOT PART OF THE LEASE.

## GENERAL LEGEND

- PROPERTY LINE
- RIGHT-OF-WAY
- PROP. SIDEWALK
- PROP. CURB & GUTTER
- 28 PROP. NUMBER OF PARKING SPACES
- APPROXIMATE LIMITS OF LEASE AREA

# SEVERN INTERGENERATIONAL CENTER

SEVERN, MARYLAND
ANNE ARUNDEL COUNTY PUBLIC SCHOOLS
TAX MAP 14, GRID 22, PARCEL 631

Murphy & Dittenhafer
A R C H I T E C T S

805 North Charles Street, Baltimore, Maryland 21201
410-625-4823 Voice 410-625-4674 Fax

226 West Market Street, York, Pennsylvania 17401
717-848-8627 Voice 717-843-2449 Fax

| MARK | DATE | DESCRIPTION |
|---|---|---|
| 1 | 06/27/2021 | PERMIT SET |

| | |
|---|---|
| PROJECT NO: | 19055 |
| DRAWN BY: | PAS |
| CHECKED BY: | TDB |

PRELIMINARY SITE LEASE PLAN

SHEET
X.XX

**ANNE ARUNDEL COUNTY, MARYLAND**
**OFFICE OF THE BUDGET**

**BILL NUMBER: 84-21**

**INTRO. DATE: October 4, 2021**

# FISCAL NOTE

**BILL:** **AN ORDINANCE CONCERNING: APPROVAL OF LEASE OF COUNTY-OWNED PROPERTY TO THE BOYS & GIRLS CLUBS OF ANNAPOLIS AND ANNE ARUNDEL COUNTY, INC.**

## SUMMARY OF LEGISLATION

The purpose of this legislation is to approve the lease of a portion of the Severn Center, located at 1160 Reece Road in Severn, to the Boys & Girls Clubs of Annapolis and Anne Arundel County, Inc. for a period of 50 years at a rate of $1 per year.

## FISCAL IMPACT

There is no estimated fiscal impact associated with this legislation.

Chris Trumbauer
Budget Officer

9/30/2021
Date

Prepared by: Samantha Chiriaco
Reviewed by: Hannah Dier

cc: Karin McQuade, Controller

ANNE ARUNDEL COUNTY
MARYLAND
Office of Law

*Gregory J. Swain, County Attorney*

# MEMORANDUM

**To:** Members, Anne Arundel County Council

**From:** Christine B. Neiderer, Assistant County Attorney /s/

**Via:** Gregory J. Swain, County Attorney /s/

**Date:** October 4, 2021

**Subject:** Bill No. 84-21 - Approval of the Lease of County-owned property to the Boys & Girls Clubs of Annapolis & Anne Arundel County, Inc.

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## Legislative Summary

This summary was prepared by the Anne Arundel County Office of Law for use by members of the Anne Arundel County Council during consideration of the attached Bill, which approves a lease agreement between the County and the Boys & Girls Clubs of Annapolis & Anne Arundel County, Inc. ("B&G Club").

**Purpose**.

The purpose of this Bill is to approve a lease agreement for an initial term of fifty (50) years between the County and the B&G Club for part of the County-owned property known as 1160 Reece Road in Severn, Maryland (the "Property"). The Property is adjacent to the Van Bokkelen Elementary School and is more particularly described in a Deed and Reservation of Easements Agreement recorded among the Land Records of Anne Arundel County in Book 37365, Page 409.

**Background.**

In July 2021, the County purchased the Property from the Board of Education for the purpose of constructing the Severn Center, a facility that will be developed and used to provide recreational, educational, and other services to residents of all ages. The County desires to lease part of the Severn Center to the B&G Club for a rental amount of One Dollar ($1.00) per year, for an initial term of fifty (50) years, as set forth in the proposed Lease, which is attached to the Bill as Exhibit A. Provided there is no default, the B&G Club has the right under the terms of the Lease to renew for an additional period of fifty (50) years.

Section 8-3-301 of the Anne Arundel County Code requires that any contract for lease of County-owned property that specifies a term, including renewal options, of three years or more, must be approved by ordinance of the County Council.

**SECTION 1** (uncodified) approves the Lease between the County and the B&G Club.

**SECTION 2** (uncodified) provides that the bill takes effect 45 days after it becomes law.

The Office of Law is available to answer any additional questions regarding the attached ordinance. Thank you.

cc: Honorable Steuart Pittman, County Executive
Kai Boggess-deBruin, Chief of Staff
Matthew Power, Chief Administrative Officer
Peter Baron, Director of Government Relations
Chris Trumbauer, Budget Officer
Christine Anderson, Central Services Officer
Christopher Daniels, Real Estate Manager

# PROPOSED

COUNTY COUNCIL OF ANNE ARUNDEL COUNTY, MARYLAND

Legislative Session 2021, Legislative Day No. 19

Bill No. 85-21

Introduced by Ms. Lacey, Chair
(by request of the County Executive)

By the County Council, October 4, 2021

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Introduced and first read on October 4, 2021
Public Hearing set for November 1, 2021
Bill Expires January 7, 2022

By Order: Laura Corby, Administrative Officer

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A BILL ENTITLED

AN ORDINANCE concerning: Subdivision and Development – Adequate Public Facilities – Public Schools

FOR the purpose of modifying the provisions for an exemption from requirements for adequate public facilities for schools; restoring provisions relating to the school utilization chart as they existed before the sunset of Bill No. 15-18; making certain technical changes; and generally relating to subdivision and development.

BY repealing and reenacting, with amendments: §§ 17-5-207(a) and (b); and 17-5-501(a)(2)
Anne Arundel County Code (2005, as amended)

BY repealing: § 17-5-502
Anne Arundel County Code (2005, as amended)

BY adding: § 17-5-502
Anne Arundel County Code (2005, as amended)

SECTION 1. *Be it enacted by the County Council of Anne Arundel County, Maryland*, That § 17-5-502 of the Anne Arundel County Code (2005, as amended) be repealed.

SECTION 2. *And be it further enacted*, That Section(s) of the Anne Arundel County Code (2005, as amended) read as follows:

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EXPLANATION: CAPITALS indicate new matter added to existing law.
**[[**Brackets**]]** indicate matter stricken from existing law.
Underlining indicates amendment to a bill.
Asterisks *** indicate existing Code provisions in a list or chart that remain unchanged.

## ARTICLE 17. SUBDIVISION AND DEVELOPMENT

## TITLE 5. ADEQUATE PUBLIC FACILITIES

### 17-5-207. Exemptions.

(a) **Exemption.** A developer may obtain an exemption from the requirements for adequate public facilities for schools for no more than **[[**three**]]** FIVE lots in a subdivision for single family detached dwellings or for no more than **[[**three**]]** FIVE dwelling units shown on a site development plan if **[[**the following requirements are met:

(1) for a subdivision or site development plan application received before April 6, 2008, a developer shall sign and record an agreement as required by subsection (b); or

(2) for a subdivision or site development plan application received on or after April 6, 2008, a**]]** THE developer shall provide evidence of ownership of the property for a minimum of **[[**five**]]** THREE years as of the date of application and shall sign and record an agreement as required by subsection (b).

(b) **Agreement.** All applications for subdivision or residential site development plans seeking exemption under this section shall execute an agreement with the County in which the developer acknowledges the exemption shall be limited to **[[**three**]]** FIVE lots or dwelling units, including any existing residences, of the pending application and that further subdivision or development of the site, if permitted, will be subject to the adequate public facilities requirement for schools. The agreement shall be:

(1) in the form and contain the language required by the Office of Law;

(2) recorded among the land records of Anne Arundel County, run with the land, and bind all future owners of the site that is the subject of the application and all future owners of the lots created by a subdivision approved under this exemption;

(3) executed and recorded before approval by the Planning and Zoning Officer of the proposed record plat for a subdivision, the application for a grading or building permit in connection with a site development plan, or the approval of a site development plan for development that does not require a permit, as applicable; and

(4) noted on the proposed record plat or site development plan, with the note including a reference to the book and page number of the location in the land records.

### 17-5-501. Standards; report to the Board of Education.

(a) **Standards.** A development passes the test for adequate school facilities if:

***

(2) the Office of Planning and Zoning has received written notice via certified mail from the Board of Education that the requirements for applicable future capacity, as

described in **[[**§ 17-5-502(c)(2)(i) and (ii)**]]** § 17-5-502(D)(2)(I) AND (II), have been satisfied, without formal adoption of a school utilization chart; or

***

**17-5-502. School utilization chart.**

(A) **Chart defined.** THE PLANNING AND ZONING OFFICER SHALL PREPARE A SCHOOL UTILIZATION CHART FOR APPROVAL BY ORDINANCE OF THE COUNTY COUNCIL. THE SCHOOL UTILIZATION CHART:

(1) SHALL BE REVISED AT LEAST ONCE A YEAR BY THE COUNTY COUNCIL UPON THE ANNUAL RECOMMENDATION OF THE PLANNING AND ZONING OFFICER MADE NO LATER THAN NOVEMBER 30 EACH YEAR, AND THE CHART MAY BE REVISED MORE OFTEN BECAUSE OF SIGNIFICANT CHANGES IN CAPACITIES;

(2) SHALL BE UPDATED BY THE PLANNING AND ZONING OFFICER ON MAY 1 AND SEPTEMBER 1 OF EACH YEAR, AND BE EFFECTIVE AS OF THAT DATE, BASED ON PROPOSED REDUCTIONS IN AVAILABLE SCHOOL CAPACITY DUE TO NEW STUDENTS PROPOSED TO BE GENERATED BY NEW DEVELOPMENT APPROVED BY THE OFFICE OF PLANNING AND ZONING SINCE THE LAST SCHOOL UTILIZATION CHART WAS APPROVED OR UPDATED;

(3) SHALL BE BASED ON ENROLLMENTS PROJECTED BY THE BOARD OF EDUCATION AND THE CAPACITIES OF SCHOOLS AS DETERMINED BY THE BOARD OF EDUCATION IN THE MOST RECENT EDUCATIONAL FACILITIES MASTER PLAN PREPARED BY THE BOARD OF EDUCATION AND AS REQUIRED UNDER SUBSECTIONS (B) AND (C), AS WELL AS NEW STUDENTS PROPOSED TO BE GENERATED BY EACH NEW DEVELOPMENT APPROVED BY THE OFFICE OF PLANNING AND ZONING SINCE THE LAST SCHOOL UTILIZATION CHART WAS APPROVED OR UPDATED; AND

(4) SHALL DETERMINE FOR EACH PUBLIC ELEMENTARY, MIDDLE, AND HIGH SCHOOL WHETHER, TAKING INTO ACCOUNT ALL ENROLLMENT AND STUDENT GENERATION DATA PROVIDED BY THE BOARD OF EDUCATION, INCLUDING NEW STUDENTS PROJECTED TO BE GENERATED BY NEW DEVELOPMENT APPROVED SINCE THE LAST SCHOOL UTILIZATION CHART WAS APPROVED OR UPDATED, THE SCHOOL ENROLLMENT:

(I) FOR EACH ELEMENTARY AND MIDDLE SCHOOL IS AT OR LESS THAN 95% OF THE STATE-RATED CAPACITY DURING THE THIRD SCHOOL YEAR AFTER THE SCHOOL YEAR IN WHICH THE MOST RECENT REVISION OF THE SCHOOL UTILIZATION CHART IS ADOPTED, AND DESIGNATE FOR THAT YEAR EACH PUBLIC ELEMENTARY AND MIDDLE SCHOOL IN THE COUNTY AS EITHER "OPEN", IF THE SCHOOL ENROLLMENT IS LESS THAN 95% OF THE STATE-RATED CAPACITY, OR "CLOSED", IF THE SCHOOL ENROLLMENT IS AT OR OVER 95% OF THE STATE-RATED CAPACITY; AND

(II) FOR EACH HIGH SCHOOL IS LESS THAN 100% OF THE STATE-RATED CAPACITY DURING THE THIRD SCHOOL YEAR AFTER THE SCHOOL YEAR IN WHICH THE MOST RECENT REVISION OF THE SCHOOL UTILIZATION CHART IS ADOPTED AND DESIGNATE FOR THAT YEAR EACH PUBLIC HIGH SCHOOL IN THE COUNTY AS EITHER "OPEN", IF THE SCHOOL ENROLLMENT IS LESS THAN 100% OF THE STATE-RATED CAPACITY, OR "CLOSED", IF THE SCHOOL ENROLLMENT IS AT OR OVER 100% OF THE STATE-RATED CAPACITY.

(B) **Updates.** AN UPDATE TO THE SCHOOL UTILIZATION CHART BY THE PLANNING AND ZONING OFFICER MAY NOT CONSTITUTE AN ADMINISTRATIVE OR ADJUDICATORY ORDER AND MAY NOT BE APPEALED.

(C) **Projected enrollment.** THE PROJECTED ENROLLMENT OF A SCHOOL USED IN THE SCHOOL UTILIZATION CHART SHALL BE BASED UPON THE MOST RECENT EDUCATIONAL FACILITIES MASTER PLAN PREPARED BY THE BOARD OF EDUCATION AND SHALL INCLUDE:

(1) ANY PREDICTED INCREASE IN THE NUMBER OF STUDENTS FROM NEW DEVELOPMENT IN THE GEOGRAPHICAL ATTENDANCE AREA OF THE SCHOOL; AND

(2) OTHER STUDENTS EXPECTED BY THE BOARD OF EDUCATION TO ENROLL IN THE SCHOOL, INCLUDING STUDENTS ASSIGNED TO THE SCHOOL FOR PROGRAMMATIC REASONS.

(D) **Capacity.** THE CAPACITY OF A SCHOOL USED IN THE SCHOOL UTILIZATION CHART SHALL BE BASED UPON THE MOST RECENT EDUCATIONAL FACILITIES MASTER PLAN PREPARED BY THE BOARD OF EDUCATION AND:

(1) SHALL INCLUDE THE EXISTING CAPACITY OF THE SCHOOL BASED ON THE PROGRAM REQUIREMENTS OF THE BOARD OF EDUCATION;

(2) SHALL INCLUDE ANY APPLICABLE FUTURE CAPACITY IF:

(I) A CONTRACT FOR CONSTRUCTION OF THE SCHOOL OR AN ADDITION TO THE SCHOOL NECESSARY TO ACHIEVE THE FUTURE CAPACITY HAS BEEN AWARDED; AND

(II) THE BOARD OF EDUCATION ESTIMATES THAT THE CONSTRUCTION WILL BE COMPLETED IN TIME TO BE USED FOR THE BEGINNING OF CLASSES IN THE SCHOOL YEAR IN WHICH THE FUTURE CAPACITY IS INCLUDED IN THE SCHOOL UTILIZATION CHART; AND

(3) MAY NOT INCLUDE CAPACITY BASED ON TEMPORARY OR RELOCATABLE STRUCTURES.

(E) **Approval.** A SCHOOL UTILIZATION CHART AND ANY REVISIONS TO THE CHART MAY NOT TAKE EFFECT UNTIL THE COUNTY COUNCIL BY ORDINANCE HAS APPROVED THE CHART OR THE REVISIONS TO THE CHART, OR THE PLANNING AND ZONING OFFICER HAS APPROVED AN UPDATE TO THE CHART PURSUANT TO SUBSECTION (A)(2). THE ORDINANCE SHALL ESTABLISH THE EFFECTIVE DATE OF THE CHART OR REVISED CHART, AND THE CHART OR REVISED CHART, OR ANY UPDATE TO THE CHART APPROVED BY THE PLANNING AND ZONING OFFICER, SHALL CONTINUE IN EFFECT UNTIL REPLACED, REVISED, OR UPDATED.

SECTION 3. *And be it further enacted*, That this Ordinance shall take effect 45 days from the date it becomes law.

**ANNE ARUNDEL COUNTY, MARYLAND**
**OFFICE OF THE BUDGET**

**BILL NUMBER: 85-21**

**INTRO. DATE: October 4, 2021**

# FISCAL NOTE

**BILL:** **AN ORDINANCE CONCERNING: SUBDIVISION AND DEVELOPMENT – ADEQUATE PUBLIC FACILITIES – PUBLIC SCHOOLS**

## SUMMARY OF LEGISLATION

The purpose of this legislation is to modify the provisions for an exemption from requirements for adequate public facilities for schools, and to restore provisions relating to the school utilization chart as they existed before the subset of Bill No. 15-18.

## FISCAL IMPACT

There is no estimated fiscal impact associated with this legislation.

**Chris Trumbauer**
**Budget Officer**

9/30/2021
**Date**

Prepared by: Darlene Flynn
Reviewed by: Hannah Dier

cc: Karin McQuade, Controller

ANNE ARUNDEL COUNTY
MARYLAND
Office of Law

*Gregory J. Swain, County Attorney*

# MEMORANDUM

| | | |
|---|---|---|
| **To:** | Council Members, Anne Arundel County Council | |
| **Via:** | Gregory J. Swain, County Attorney | /s/ |
| **From:** | Lori L. Blair Klasmeier, Supervising County Attorney | /s/ |
| **Date:** | October 4, 2021 | |
| **Subject:** | Bill No. 85-21 – Subdivision and Development – Adequate Public Facilities – Public Schools | |

## Legislative Summary

This summary was prepared by the Anne Arundel County Office of Law for use by members of the Anne Arundel County Council during consideration of Bill No. 85-21. The summary is intended to explain the purposes and legal effects of the bill.

**Background.** Prior to 2017, § 17-5-502 of the County Code provided for the preparation of school utilization charts each November that based the designation of a school as "open" or "closed" for purposes of determining adequacy of public facilities ("APF") based on 100% of the school's capacity. Bill No. 92-17 modified the method of preparation of the chart, set the standard of an "open" school at 95% of the State-rated capacity, and added adequacy of school mitigation provisions.

Bill No. 15-18 modified exemption requirements, further modified the standards for schools being considered as "open", required additional school charts to be prepared in May and September of each year based on reductions to available school capacity as a result of proposed developments, and decreased the requirements for APF approval for projects when affected schools did not exceed 85% of the available capacity. Bill No. 15-18 also changed the criteria for an exemption from the school APF requirements from subdivisions of no more than three lots to subdivisions of no more than five lots (§ 17-5-207(a) and (b)), and changed the exemption requirement that the developer own the property for five years to requiring ownership for three years (§ 17-5-207(a)).

Bill Nos. 92-17 and 15-18 (collectively the "Bills") contained provisions for the Bills to sunset on the earlier of January 1, 2020, or the adoption of legislation updating the 2009 General

Development Plan ("GDP"). Bill No. 74-19 extended the effective date of the Bills until the final adoption of the GDP by the County Council, after which time the provisions "stand repealed with no further action required by the County Council". The updated GDP was adopted by the County Council on May 3, 2021, thus resulting in the sunset of the Bills. This had the practical effect of returning § 17-5-502 regarding the school utilization chart and the other County Code provisions affected by the Bills to the forms they were in prior to the effective dates of the Bills. The Code has not yet been updated to reflect the sunset of the Bills, so I am attaching the affected provisions as they currently read.

**Purpose.** The purpose of this Bill is to restore the changes made by the Bills to: (1) §§ 17-5-207(a) and (b) relating to the eligibility for the exemption to school APF for certain properties; and (2) restore the entirety of the § 17-5-502 to the version resulting from the Bills.

**Bill provisions.**

**Section 1** of the Ordinance repeals in its entirety the version of **§ 17-5-502** that resulted from the sunset of the Bills. This is the version of § 17-5-502 that existed prior to Bill No. 92-17 and which is attached to this Legislative Summary.

In **Section 2**, **§ 17-5-207(a)** is modified to revert to the version that was in affect after the enactment of the Bills. A developer may be exempt from APF for schools for five or less lots (rather than three or less) in a subdivision of single family dwellings or for five or less dwelling units (rather than three or less) on a site development plan if the developer has owned the property for at least three years (rather than 5 years). **Subsection 17-5-207(b)** is modified to provide that an agreement related to the exemption reflect that the developer acknowledges that the exemption is limited to five lots or dwelling units (rather than three).

**Paragraph 17-5-501(a)(2)** is modified to reflect a change in an internal reference.

**Section 17-5-502** is added in its form after the enactment of the Bills but before the sunset of the Bills.

**Section 3** provides that the Ordinance shall take effect 45 days from the date it becomes law.

The Office of Law is available to answer any additional questions regarding this Bill. Thank you very much.

cc: Honorable Steuart Pittman, County Executive
Matt Power, Chief Administrative Officer
Lori Rhodes, Deputy Chief Administrative Officer for Land Use
Pamela Jordan, Deputy Chief Administrative Officer of Health and Human Services
Dr. Kai Boggess-de Bruin, PhD, Chief of Staff
Peter Baron, Legislative Liaison
Chris Trumbauer, Budget Officer

**<u>Attachment</u>**

**§ 17-5-207. Exemptions.**

(a) **Exemption.** A developer may obtain an exemption from the requirements for adequate public facilities for schools for no more than three lots in a subdivision for single family detached dwellings or for no more than three dwelling units shown on a site development plan if the following requirements are met:

(1) for a subdivision or site development plan application received before April 6, 2008, a developer shall sign and record an agreement as required by subsection (b); or

(2) for a subdivision or site development plan application received on or after April 6, 2008, a developer shall provide evidence of ownership of the property for a minimum of five years as of the date of application and shall sign and record an agreement as required by subsection (b ).

(b) **Agreement.** All applications for subdivision or residential site development plans seeking exemption under this section shall execute an agreement with the County in which the developer acknowledges the exemption shall be limited to three lots or dwelling units, including any existing residences, of the pending application and that further subdivision or development of the site, if permitted, will be subject to the adequate public facilities requirement for schools. The agreement shall be:

(1) in the form and contain the language required by the Office of Law;

(2) recorded among the land records of Anne Arundel County, run with the land, and bind all future owners of the site that is the subject of the application and all future owners of the lots created by a subdivision approved under this exemption;

(3) executed and recorded before approval by the Planning and Zoning Officer of the proposed record plat for a subdivision, the application for a grading or building permit in connection with a site development plan, or the approval of a site development plan for development that does not require a permit, as applicable; and

(4) noted on the proposed record plat or site development plan, with the note including a reference to the book and page number of the location in the land records.

(c) **Exemptions within Parole Town Center Growth Management Area.** Residential development in the Parole Town Center Growth Management Area, subject to an approved incentive program, is exempt from the adequate schools facilities test if the following conditions are met:

(1) The project provides structured parking;

(2) The project is a mixed use development that includes residential, and commercial or industrial uses that are integrated and connected by pedestrian access;

(3) The residential portion of the mixed use project consists of multifamily dwellings, with no less than 50% of the dwelling units consisting of efficiency or one-bedroom units, and no dwelling units with more than two bedrooms;

(4) The project includes enhancement elements for bicycle, pedestrian, and transit infrastructure within the Parole Town Center Growth Management Area, as determined by the Office of Planning and Zoning;

(5) The project includes enhancement elements that will improve conveyance, roadway capacity, or vehicular traffic circulation within the Parole Town Center Growth Management Area, as determined by the Office of Planning and Zoning; and

(6) Vehicular access may not be from a scenic and historic road or a local road that directly accesses a scenic or historic road; and

(7) The provisions of this subsection are not varied, modified, or reduced.

(d) **Exemptions within Meade Village.** Residential development in Meade Village is exempt from the adequate schools facilities test if the following conditions are met:

(1) The project consists of no more than 25 units;

(2) The project is developed in conjunction with a partnership that includes the Housing Commission of Anne Arundel County;

(3) The project includes funding comprised of either 4% low income housing tax credits, tax exempt bonds, or County home funds;

(4) The project holds approval from the United States Department of Housing and Urban Development for federal conversion under the Rental Assistance Demonstration Program;

(5) The sale or rental of the units is restricted to persons having a household income not exceeding 120% of the area median income, adjusted by household size, as defined by the United States Department of Housing and Urban Development; and

(6) The provisions of this subsection are not varied, modified, or reduced.

(e) **Exemptions for residential development funded in part by low income tax credits.** Residential development that is funded in part by low income tax credits awarded from the Maryland Department of Housing and Community Development is exempt from the adequate school facilities test if the following conditions are met:

(1) The The project consists of no more than 50 dwelling units;

(2) (i) As of the date of application for the award of the low income tax credits, all schools serving the project were designated as open on the County's school utilization chart; or

(ii) At the time of testing for adequate schools facilities, the school enrollment for each elementary and middle school is no more than 3% above the percentage of the State-rated capacity set forth in § 17-5-502(a)(4) and the school enrollment for each high school is no more than 5% above the percentage of the State-rated capacity set forth in§ 17-5-502(a)(4);

(3) The property is encumbered by recorded deed restrictions that the units be restricted to occupancy by eligible households under this paragraph for at least 30 years and that at least 60% of rental units be occupied by a household with an income that does not exceed 60% of the median income adjusted for household size for the Baltimore Primary Metropolitan Statistical Area, as defined and published annually by the United States Department of Housing and Urban Development; and

(4) The provisions of this subsection are not varied, modified, or reduced.

(f) **Exemptions within the Glen Burnie Sustainable Community Overlay Area.** Residential redevelopment in the Glen Burnie Sustainable Community Overlay Area under Subtitle 3 of Title 7 is exempt from the adequate schools facilities test if the following conditions are met:

(1) The redevelopment takes place on properties located in the TC Zoning District;

(2) The project includes a mix of at least two residential, commercial, or industrial uses that are integrated and connected by pedestrian access; and

(3) If multifamily dwellings form part of the mix of uses, no less than 50% of the dwelling units consist of efficiency or one-bedroom units and no dwelling units have more than two bedrooms.

(Bill No. 90-07; Bill No. 65-08; Bill No. 59-10; Bill No. 94-18; Bill No. 13-19; Bill No. 12-20; Bill No. 64-20)

**§ 17-5-501. Standards; report to the Board of Education.**

(a) Standards. A development passes the test for adequate school facilities if:

(1) each public elementary, middle, and high school is designated as "open" on the school utilization chart described in§ 17-5-502 for the geographical attendance areas for the development in the third school year after the school year in which the determination is being made;

(2) the Office of Planning and Zoning has received written notice via certified mail from the Board of Education that the requirements for applicable future capacity, as described in§ 17-5-502(c)(2)(i) and (ii), have been satisfied, without formal adoption of a school utilization chart; or

(3) the developer has executed an approved School Capacity Mitigation Agreement under the provisions of $ 17-5-901.

(b) **Report to Board of Education.** If approved, the Office of Planning and Zoning shall specify the number and type of dwelling units that are approved and report the number and type to the Board of Education.

(Bill No. 3-05; Bill No. 47-12; Bill No. 105-15)

**§ 17-5-502. School utilization chart.**

(a) **Chart defined.** The Planning and Zoning Officer shall prepare a school utilization chart for approval by ordinance of the County Council. The school utilization chart:

(1) may not be modified by the Office or be subject to review on any appeal of a decision by the Office under this subtitle after the school utilization chart has been approved as provided in subsection (d);

(2) shall be revised at least once a year by the County Council upon the annual recommendation of the Planning and Zoning Officer made no later than November 30 each year, and the chart may be revised more often because of significant changes in enrollments or capacities;

(3) shall be based on enrollments projected by the Board of Education and the capacities of schools as determined by the Board of Education under subsections (b) and ( c ); and

(4) shall determine for each public elementary, middle, and high school whether the school has capacity for additional students during the third school year after the school year in which the most recent revision of the school utilization chart is adopted and designate for that year each public elementary, middle, and high school in the County as "open" or "closed" based on capacity for additional students.

(b) **What projected enrollment in the chart includes.** The projected enrollment of a school used in the school utilization chart shall include:

(1) any predicted increase in the number of students from new development in the geographical attendance area of the school; and

(2) other students expected by the Board of Education to enroll in the school, including students assigned to the school for programmatic reasons.

(c) **What capacity in the chart includes.** The capacity of a school used in the school utilization chart shall:

(1) include the existing capacity of the school based on the program requirements of the Board of Education;

(2) include any applicable future capacity if:

(i) a contract for construction of the school or an addition to the school necessary to achieve the future capacity has been awarded; and

(ii) the Board of Education estimates that the construction will be completed in time to be used for the beginning of classes in the school year in which the future capacity is included in the school utilization chart; and

(3) not include capacity based on temporary or relocatable structures.

(d) **Approval.** A school utilization chart and any revisions to the chart shall not take effect until the County Council by ordinance has approved the chart or the revisions to the chart. The ordinance shall establish the effective date of the chart or revised chart, and the chart or revised chart shall continue in effect until replaced or revised.

(Bill No. 3-05; Bill No. 91-07; Bill No. 70-08; Bill No. 14-17)

**PROPOSED**

COUNTY COUNCIL OF ANNE ARUNDEL COUNTY, MARYLAND

Legislative Session 2021, Legislative Day No. 19

Bill No. 86-21

Introduced by Mr. Pruski

By the County Council, October 4, 2021

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Introduced and first read on October 4, 2021
Public Hearing set for November 1, 2021
Bill Expires on January 7, 2022

By Order: Laura Corby, Administrative Officer

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A BILL ENTITLED

AN ORDINANCE concerning: Finance, Taxation, and Budget – Real Property Taxes – Tax Credits – Public Safety Officer Property Tax Credit

FOR the purpose of extending the duration of the Public Safety Officer property tax credit; extending the termination of the Public Safety Officer property tax credit; and generally relating to finance, taxation, and budget.

BY repealing and reenacting, with amendments: § 4-2-313(e) and (h)(1)(i) Anne Arundel County Code (2005, as amended)

SECTION 1. *Be it enacted by the County Council of Anne Arundel County, Maryland,* That Section(s) of the Anne Arundel County Code (2005, as amended) read as follows:

**ARTICLE 4. FINANCE, TAXATION, AND BUDGET**

**TITLE 2. REAL PROPERTY TAXES**

**4-2-313. Public Safety Officer property tax credit.**

***

(e) **Duration.** The tax credit shall be available to a Public Safety Officer eligible under subsection (c) for a period of one taxable year and may be renewed upon application of the Public Safety Officer for **[[**four**]]** NINE additional taxable years, for a maximum total of **[[**five**]]** TEN taxable years.

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EXPLANATION: CAPITALS indicate new matter added to existing law.
**[[**Brackets**]]** indicate matter repealed from existing law.
Captions and taglines in **bold** in this bill are catchwords and are not law.
Asterisks *** indicate existing Code provisions in a list or chart that remain unchanged.

***

(h) **Termination of credit.**

(1) The tax credit created by this section shall terminate on the sooner of the Public Safety Officer:

(i) receiving the tax credit for **[[**five**]]** TEN taxable years;

***

SECTION 2. *And be it further enacted*, That this Ordinance shall take effect 45 days from the date it becomes law.

COUNTY COUNCIL OF ANNE ARUNDEL COUNTY MARYLAND

**LEGISLATIVE SUMMARY***

To: All Councilmembers of the Anne Arundel County Council

From: Linda M. Schuett, Legislative Counsel

Date: October 4, 2021

Subject: Bill No. 86-21

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On November 20, 2017, the County Council adopted Bill 81-17. The Bill established a five-year property tax credit for public safety officers. The Bill became effective on January 12, 2018.

Bill No. 86-21 extends the duration of the tax credit for public safety officers from five to ten years.

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* This Legislative Summary provides a synopsis of the bill as introduced. It does not address subsequent amendments to the bill.

# PROPOSED

COUNTY COUNCIL OF ANNE ARUNDEL COUNTY, MARYLAND

Legislative Session 2021, Legislative Day No. 19

Bill No. 87-21

Introduced by Ms. Lacey, Mr. Volke, and Mr. Pruski

By the County Council, October 4, 2021

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Introduced and first read on October 4, 2021
Public Hearing set for November 1, 2021
Bill Expires on January 7, 2022

By Order: Laura Corby, Administrative Officer

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A BILL ENTITLED

AN ORDINANCE concerning: Licenses and Registrations – Amusements – Commercial Bingo and Alcoholic Beverages

FOR the purpose of repealing the prohibition against serving alcoholic beverages during commercial bingo games; and generally relating to licenses and registrations.

BY repealing: § 11-2-206(d)
Anne Arundel County Code (2005, as amended)

BY renumbering: § 11-2-206(e) to be § 11-2-206(d)
Anne Arundel County Code (2005, as amended)

SECTION 1. *Be it enacted by the County Council of Anne Arundel County, Maryland*, That § 11-2-206(d) of the Anne Arundel County Code (2005, as amended) be repealed.

SECTION 2. *And be it further enacted*, That § 11-2-206(e) of the Anne Arundel County Code (2005, as amended) be renumbered to be § 11-2-206(d).

SECTION 3. *And be it further enacted*, That this Ordinance shall take effect 45 days from the date it becomes law.

COUNTY COUNCIL OF

ANNE ARUNDEL COUNTY

MARYLAND

**LEGISLATIVE SUMMARY***

To: All Councilmembers of the Anne Arundel County Council

From: Linda M. Schuett, Legislative Counsel

Date: October 4, 2021

Subject: Bill No. 87-21

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Section 11-2-206(d) of the Code prohibits serving alcohol beverages on the premises where commercial bingo games are conducted. Bill No. 87-21 repeals the prohibition.

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* This Legislative Summary provides a synopsis of the bill as introduced. It does not address subsequent amendments to the bill.

COUNTY COUNCIL OF ANNE ARUNDEL COUNTY, MARYLAND

Legislative Session 2021, Legislative Day No. 19

Resolution No. 50-21

Introduced by Ms. Lacey, Chair

and by Ms. Lacey, Mr. Volke, Mr. Pruski, and Ms. Pickard

By the County Council, October 4, 2021

RESOLUTION appointing a Charter Revision Commission

WHEREAS, Section 1203 of the Charter of Anne Arundel County provides that, at or before the first annual legislative session of the County Council after the publication of each decennial census of the population of the United States, the County Council shall appoint by resolution a Charter Revision Commission for the purpose of making a comprehensive study of the County government and the updating of its Charter where necessary, including the matter of the revision of the Councilmanic districts of the County; and

WHEREAS, the U.S. Census Bureau's deadline for reporting 2020 census results was December 31, 2020; and

WHEREAS, the statutory deadline for the delivery of 2020 census data was missed because of the delays cause by the pandemic and anomalies found in the census data; and

WHEREAS, the census data needed to consider the revision of the Councilmanic districts of the County was made available on September 16, 2021; and

WHEREAS, Section 1203 of the Charter provides that the Commission shall be composed of a number of representative citizens of the County equal to the number of Councilmanic districts in the County, with each member of the County Council making one appointment, who shall report to the Council their findings and recommendations, together with drafts of any recommended revisions of the Charter, within twelve months after their appointment;

WHEREAS, the timeline contemplated under Section 1203 is not possible due the delayed 2020 census results; now, therefore, be it

*Resolved by the County Council of Anne Arundel County, Maryland*, That it hereby appoints the following citizens to the Anne Arundel County Charter Revision Commission:

1. Steven Waddy

2. Thomas Fleckenstein

3. Torrey Snow

4. Andrea Mansfield

5. Larry Telford

6. David Kauffman

7. Ashley Hangliter

and be it further

*Resolved*, That the Commission shall solicit the comments from the County Executive and department heads on appropriate areas of review and suggestions for revisions to the Charter; and be it further

*Resolved*, That the Commission shall solicit the views of the citizens of Anne Arundel County regarding its comprehensive study of the County government; and be it further

*Resolved*, That the Commission shall report its findings and recommendations on revision of the Councilmanic districts to the County Council no later than December 31, 2021; and be it further

*Resolved*, That the Commission shall report the results of its comprehensive study and any recommendations for updating the Charter to the County Council no later than March 31, 2022; and be it further

*Resolved*, that a copy of this resolution be sent to each member appointed to the Charter Review Commission.

COUNTY COUNCIL OF ANNE ARUNDEL COUNTY, MARYLAND

Legislative Session 2021, Legislative Day No. 19

Resolution No. 51-21

Introduced by Mr. Volke

By the County Council, October 4, 2021

RESOLUTION designating Ellen Moss as the representative for the County Council on the DC Metroplex BWI Community Roundtable

WHEREAS, in 2014, the Federal Aviation Administration (the "FAA") switched from radar to a satellite-based navigation system known as Next Generation Air Transportation System ("NextGen") and changed the flight paths in and out of the Baltimore/Washington International Thurgood Marshall Airport ("BWI") in northern Anne Arundel County; and

WHEREAS, beginning in 2015, County residents living near BWI began reporting louder noise levels from aircraft at their property and increased concentrations of aircraft; and

WHEREAS, in 2017, the DC Metroplex BWI Community Roundtable (the "Community Roundtable") was formed at the request of the FAA as a prerequisite to the FAA considering changes to address noise pollution and other harmful effects of new lower flight paths, at or near BWI, implemented as a result of NextGen; and

WHEREAS, the Community Roundtable is composed of elected officials representing districts near BWI as well as representatives from Howard and Anne Arundel Counties; and

WHEREAS, the County Council is given a seat on the Community Roundtable; and

WHEREAS, County resident Ellen Moss has devotedly attended most Community Roundtable meetings as a representative of this County Council; and

WHEREAS, the County Council now wishes to formally designate Ellen Moss as its representative; now, therefore, be it

*Resolved by the County Council of Anne Arundel County, Maryland*, That it hereby designates Ellen Moss as its representative on the DC Metroplex BWI Community Roundtable.

**AMENDMENT TO BILL NO. 72-21**
**(Purchasing – Capital Improvement Contracts – Prevailing Wage and Local Hiring)**

October 4, 2021

Introduced by Ms. Lacey, Chair
(by request of the County Executive)

**Amendment No. 1**

On page 7 of the proposed bill, in line 4, strike "REVISION." and substitute "REVISIONS,".

*(This technical amendment corrects a typographical error.)*

**AMENDMENT TO BILL NO. 73-21**
**(Approval of Lease Agreement for Coppermine Tennis Facility)**

October 4, 2021

Introduced by Mr. Pruski and Ms. Pickard

**Amendment No. 1**

On page 1 of the proposed bill, in line 6, after "LLC" insert "; and requiring that modifications to the scope of the project under the lease agreement be approved by Ordinance of the County Council".

On page 2, before line 1, insert:

"SECTION 3. *And be it further enacted*, That any modifications to the scope of the project under the Lease Agreement, including the size or configuration of the facility, be conditioned upon and subject to the approval of the County Council by Ordinance.";

and, in line 1, strike "3", and substitute "4".

*(This amendment requires that any modification to the scope of the project under the Coppermine Lease Agreement be approved by Ordinance of the County Council.)*

**AMENDMENT TO BILL NO. 76-21**
**(Finance, Taxation, and Budget – Real Property Taxes – Credits – Business Entities Affected by a State of Emergency)**

October 4, 2021

Introduced by Mr. Volke

**Amendment No. 1**

On page 2 of the proposed bill, strike in their entirety lines 26 through 27, inclusive.

On page 2, in lines 41 and 42, and on page 3, in lines 2 and 7, in each instance, strike "REVENUE" and substitute "NET INCOME".

*(This amendment removes all references to "revenue"; and requires that a business entity affected by a State of Emergency show a loss of "net income" in order to qualify for the tax credit.)*

**AMENDMENT TO RESOLUTION NO. 49-21**
**(RESOLUTION in support of a replacement bridge at the current crossing of the William Preston Lane Jr. Memorial Bridge otherwise known as the Chesapeake Bay Bridge)**

October 4, 2021

Introduced by Ms. Fiedler

**Amendment No. 1**

On page 4 of the proposed resolution, in line 21, after "County" strike "for further action" and insert "<u>; County Executive Steuart Pittman; Governor Larry Hogan; Gregory Slater, Maryland Secretary of Transportation; James Ports, Jr., Executive Director, MDTA; Heather Lowe, Project Manager, MDTA; State Delegates Heather Bagnall and Sid Saab; State Senator Edward R. Reilly; U.S. Senators Chris Van Hollen and Benjamin Cardin; U.S. Congressman Anthony Brown; Pete Buttgieg, U.S. Secretary of Transportation; Jeanette Mar, Environmental Program Manager, FHWA Maryland Division; Karen Kahl, Project Manager, RK&K; and Tim Ryan, Project Manager, Traffic Analysis, AECOM</u>".

*(This amendment adds recipients of a copy of the resolution.)*