

SPECIAL MEETING

October 21, 2013

The Special Meeting of the Annapolis City Council was held on October 21, 2013 in the Council Chamber. Mayor Cohen called the meeting to order at 7:04 p.m.

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

Staff Present: City Attorney Hardwick, Chief of Comprehensive Planning Nash, Harbor Master Walters

- Alderman Littmann moved to amend the agenda to consider O-23-13 and O-37-13 on second reader. Seconded. CARRIED on voice vote.

PETITIONS, REPORTS AND COMMUNICATIONS

Comments by the General Public

Joey Tomassoni, 1620 Poplar Avenue, Annapolis, Maryland 21401 spoke on amending the City of Annapolis City Code to allow "Granney Flats" also known as in-law apartments in Ward 3.

Doug Smith, 5 Revell Court, Annapolis, Maryland 21401 representing the Main Street Partnership spoke on the Royal Farms Store proposed to be located at the former Stevens Hardware site.

Mary Ewenson, 612 Third Street, Suite 3-C, Annapolis, Maryland 21403 contractor to the Boat Shows.

Sveinn Storm, 130 Dock Street, Annapolis, Maryland 21401 spoke on the proposed Royal Farm Store at the former Stevens Hardware Site.

- Mayor Cohen declared petition, reports and communications closed.

PUBLIC HEARING

R-49-12 2012 City Dock Master Plan - For the purpose of adopting the Draft City Dock Master Plan as an addendum to the 2009 Annapolis Comprehensive Plan. *“As proposed to be amended”*

Chief of Comprehensive Planning Nash gave a brief presentation and answered questions from Council.

Spoke on the resolution:

Robert Clark, 9 South Street, Annapolis, Maryland 21401 representing Historic Annapolis.

Ann Fligsten, 1337 Kinlock Circle, Annapolis, Maryland 21012.

Ed Hartman, 3rd, 1019 Omar Drive, Crownsville, Maryland 21032.

Paul Jacobs, 3536 Saratoga Avenue, Annapolis, Maryland 21403 representing the Boat Shows.

Kenneth Seamon, 42 Harness Creek View Court, Annapolis, Maryland 21403

Marcia Veploege-Lewis, 84 Conduit Street, Annapolis, Maryland 21401

Ted Weber, 1022 Park Avenue, Annapolis, Maryland 21403 representing the Annapolis Environmental Commission.

Mary Stewart-Taylor, 243 Prince George Street, Annapolis, Maryland 21401.

Anne Rutherford, 534 Hegritree Hill, Severna Park, Maryland 21146

Martha Hardesty, 171 King George Street, Annapolis, Maryland 21401

Debbie Gosselin, 980 Awald Road, Annapolis, Maryland 21403 representing Watermark

Denise Worthen, 65 Southgate Avenue, Annapolis, Maryland 21401 representing Murray Hill Residents Association

Whitney Chellis, 18 Lafayette Avenue, Annapolis, Maryland 21401

Steve Rogers, 139 Eastern Avenue, Annapolis, Maryland 21403

Jeff Schab, 110 Dock Street, Annapolis, Maryland 21401
Pete Chambliss, 119 Prince George Street, Annapolis, Maryland 21401
representing Robert Campbell Properties.
Dick Damato, 6 E. Lake Drive, Annapolis, Maryland 21403 representing the City
Dock Committee.
Amanda Fegley, 238 Prince George Street, Annapolis, Maryland 21401
representing Ward One Residents Association.
Bevin Buccheister, 5 Wagner Street, Annapolis, Maryland 21401
Bruce Chance, 110 Main Street, Annapolis, Maryland 21401 representing
Annapolis Business Association
Pete Jewelyn, 1024 Blackwell Road, Annapolis, Maryland 21401
Richard Tarehorse, 110 Compromise Street, Annapolis, Maryland, 21401
representing the property at 110 Compromise Street
Gregory Guzzie, 110 Dock Street, Annapolis, Maryland 21401 representing
Guzzie Jewelers & Gifts
Sharrod Earl, West Street, Annapolis, Maryland 21401

Spoke in opposition to the resolution:

Mike Pantelides, 178 S. South Wood Avenue, Annapolis, Maryland 21401
Claudia Lane, 2541 Steele Road, Apt A, Baltimore, Maryland 21209 representing
Tour Guides in Baltimore and Anne Arundel County.

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

- Mayor Cohen declared the public hearing closed.

The order of the agenda was amended to allow for:

LEGISLATIVE ACTIONS
ORDINANCES – 2ND READER

O-23-13 Lease of City Property: Boat Shows in 2018 – For the purpose of authorizing a lease of certain municipal property located in the general harbor, Dock Street and Edgewood Road areas to United States Sailboat Shows, Inc. and United States Powerboat Shows, Inc., for a certain period of time in October 2018, to conduct boat shows.

Harbor Master Walters gave a brief presentation and answered questions from Council.

Paul Jacobs, 3536 Saratoga Avenue, Annapolis, Maryland 21403 General
Manager of the Boat Shows

- Alderman Arnett moved to adopt O-23-13 on second reading. Seconded.

The Economic Matters and Environmental Committees reported favorably with
amendments on O-23-13.

- **Alderman Littmann moved to amend O-23-13 as follows:**

Amendment in the Nature of a Substitute Lease
O-23-13

LEASE AGREEMENT

Authorized by O-23-13

This Lease is made this _____ day of _____, 2013, by and between City of
Annapolis, a municipal corporation of the State of Maryland (“Lessor”), and the United
States Sailboat Show, Inc., and the United States Powerboat Show, Inc. (jointly and
severally “Lessee”).

Article I

Section 1.1. Premises and Term: Lessor hereby leases to Lessee, for the purpose of holding two boat shows, from October 1, 2018 at 12:01 a.m. (September 29, 2013 at 12:01 a.m. for the Fleet Parking Lot) through October 17, 2018 at 11:59 p.m., inclusive, that property and water shown and described in Exhibit A of this Lease ("Premises"). The Premises includes Lessor's right and interest in the "Fawcett's Lot" pursuant to an agreement between Lessor and Chandler, LLC, unless the agreement has been terminated for any reason prior to the lease period stated above, but does not include the sidewalk on Dock Street between Craig Street and the Stated owned property at the end of Dock Street, which are to be left open for public access subject to the terms of this Lease.

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

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

Article II

Section 2.1. Number of Days: Lessor grants to Lessee the right to add one day at the end of either or both of the two boat shows for general public admission. Lessee shall have the right, in its sole discretion, to reduce the number of days of either or both of the boat shows. Lessee shall provide written notice of such intent no later than thirty (30) before the opening of the first boat show governed by this Lease.

Section 2.2. Other Boat Shows: Lessor shall not lease the Premises for the purpose of holding boat shows on the Premises from June 1 through November 30 in the year of 2018. Lessee may, within its sole discretion, provide written authority to waive these restrictions. These restrictions shall be deemed to be waived by Lessee automatically as to either boat show reduced to less than one 10-hour day under Section 2.1.

Section 2.3. Adjustment to Rent: The Minimum Base Rent and Additional Rent shall be increased or reduced proportionately if Lessee exercises its rights to extend or shorten the number of days pursuant to Section 2.1. Notice of any such extension or shortening shall be given by Lessee in writing to Lessor by June 1, 2017. All of the other provisions of the lease shall remain in full force and effect.

Article III

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

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

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

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

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

Section 3.7. Pre-Show Meetings and Inspection: Prior to the opening of each boat show, representatives of Lessor's Department of Neighborhood and Environmental Programs, Police Department, Fire Department, Harbormaster, and Department of Public Works shall inspect the Premises and nearby areas with Lessee's representative to determine compliance with City requirements and for determination of the condition of the Premises. Written approval by representatives of these departments is required before Lessee may open either boat show. The opening of the boat show shall not be delayed by any department whose representative is not present for the pre-inspection. Lessor shall not refuse permission to open either boat show or any part of the show under this paragraph unless a threat to health or safety has been identified. Lessor shall make every effort to limit that part of the show not opened in the event of such threat and to allow Lessee to open the closed portion of the show as soon as the threat is abated to Lessor's satisfaction. All other federal, state or county permits which may be required shall be the responsibility of the Lessee.

Section 3.8. Transportation: The Lessee shall prepare and submit a written Transportation Plan with a Parking Element to Lessor's Director of Transportation. The Transportation Plan shall address matters specified by the Director and shall be submitted no later than August 15, 2018. Except for public ways within the Premises, the Transportation Plan shall not provide for the closure of any street or restrict parking to those associated with the boat shows. Moreover in publicizing the boat shows, Lessee shall direct all persons attending the event to park their vehicles at satellite lots and ride the shuttle to the site of the boat shows. Upon receipt of the Transportation Plan, the Director shall make copies available to relevant agencies and to interested parties who have requested a copy.

Article IV

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

The insurance policy or policies shall specifically name the City of Annapolis, and in their capacity as such, the officers, agents and employees thereof, as additional insureds, and insure against any and all loss, costs, damages, and expenses suffered by any person or to any property, including property owned by Lessor, due to or alleged to be due to an act, omission or the negligence of Lessee, its officers, agents, employees, vendors, subtenants or contractors, directly or indirectly, in connection with the use of the Premises or any part of the Premises by Lessee, its officers, agents, employees, vendors, subtenants or contractors.

Lessee's insurer or insurers shall be authorized to write the required insurance, approved by the Insurance Commissioner of the State of Maryland, and subject to the approval of Lessor's City Attorney. The form and substance of the Lessee's insurance policy or policies shall also be subject to reasonable approval by Lessor's City Attorney, and shall be submitted to the City Attorney for such approval not less than thirty (30) days prior to Lessee's occupancy of the Premises. The policy or policies of insurance shall then be secured by Lessee and filed with the City Attorney not less than fifteen (15) days prior to Lessee's occupancy of the Premises. No approval shall be unreasonably withheld.

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

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

Article V

Section 5.1. Indemnity: Lessee shall forever indemnify, defend and hold harmless Lessor, its officers, agents, and employees, from and against any and all claims, suits, actions, judgments, and liability for loss, injury, damages and/or expenses suffered or alleged to have been suffered during the lease term by any person or to any property due to or alleged to be due to an act, omission or the negligence of Lessee, its officers, agents, employees, vendors, subtenants or contractors, directly or indirectly, in connection with the use and occupancy of the Premises or any part of the Premises, by Lessee, its officers, agents, employees, vendors, subtenants or contractors.

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

Article VI

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

Article VII

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

Section 7.2. Exterior Construction: Lessee shall erect and construct temporary wooden sidewalks, wherever necessary to provide for pedestrian traffic, outside of the Premises where the existing sidewalks are enclosed in the Premises by a temporary fence described in Section 7.1. All temporary sidewalks shall be handicap accessible and illuminated during hours of darkness and maintained by Lessee in a safe and secure condition.

Section 7.3. ADA and Other Permits: Lessee hereby assumes exclusive responsibility for compliance with any and all applicable provisions of the Americans with Disabilities Act of 1990, as amended from time to time, at the Premises, during the entire time Lessee uses or occupies the Premises or any part of the Premises. Subject to the inspection provisions of Section 3.7 of this Lease and to standard public safety and health approvals, any and all permits, licenses or authorizations required to be obtained from the City by Lessee during the term of this Lease for the purpose of constructing or erecting the temporary structures described in Sections 7.1 and 7.2 of this Lease or for operating the boat shows, shall be deemed granted and issued upon the execution of this Lease by Lessor and Lessee. All other federal, state or county permits, which may be required, shall be the responsibility of the Lessee.

Article VIII

Section 8.1. Trash: Lessee, at its own expense, shall provide an adequate number of trash containers for its use within the boat show grounds during the entire use and occupancy period of the Premises, and shall provide for the prompt removal of all such containers, trash and refuse. The Lessee shall collect the same recycling materials that the Lessor collects in its curbside recycling service. Lessor, at its own expense, shall provide an adequate number of trash dumpsters outside the boat show grounds for the use of Lessee during the use and occupancy period and shall provide for the prompt removal of trash and refuse in these dumpsters.

Section 8.2. Cleanliness: Lessee shall be responsible for keeping the Premises free of debris, trash and refuse, which shall be placed in dumpsters or receptacles.

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

Article IX

Section 9.1. Quiet Enjoyment: Lessor covenants with Lessee that at all times during the term of this Lease, Lessee shall peacefully hold and quietly enjoy the use and occupancy of the Premises without any disturbance or hindrance from Lessor or from any other person claiming through Lessor, except that Lessor or others claiming through Lessor may enter onto the Premises to effect necessary repairs to their own facilities as reasonably contemplated by the terms of this Lease, and to assure compliance with the terms of this Lease. Lessee shall cooperate with the Lessor to effect this access to the Premises.

Section 9.2. Trash and Public Safety Cooperation: The parties shall cooperate with each other and use their best efforts to ensure that there is prompt trash removal,

public safety protection and adequate traffic control during the designated period of use and occupancy by Lessee of the Premises.

Article X

Section 10.1. Condition of Premises After Show: Following the lease term, Lessee, at Lessee's sole expense, shall return the Premises to Lessor in the same or superior condition than received, natural wear and tear excepted.

Section 10.2. Lessee's Equipment After Show: Prior to the expiration of the lease term, Lessee shall immediately remove all of its property, fixtures and chattels from the Premises. In the event that Lessee, its officers, agents, employees, vendors, subtenants or contractors, fail to remove any item of property, Lessor reserves the right to remove and store any such property after the expiration or termination of the lease term at Lessee's expense or as an alternative, to leave the property at the Premises. In either case, Lessor shall charge Lessee per diem rental for storage of such property. Lessor shall bear no responsibility or liability for damage to or expense incurred as a result of property left, removed or stored under the provisions of this Section. Lessee shall pay to Lessor any expenses or charges under this Section billed to Lessee by Lessor within thirty (30) days after delivery of any such bill by Lessor to Lessee.

Section 10.3. Post-Show Inspection: Within ten (10) days following the expiration of the lease term, Lessee shall accompany Lessor during a tour of the Premises to determine the condition of the Premises. Items corrected or repaired by Lessor, deemed by Lessor to be the responsibility of Lessee, shall be billed by Lessor and paid by Lessee within thirty (30) days after receipt of such bill.

Article XI

Section 11.1. Remedies: All duties, liabilities and/or obligations imposed upon or assumed by Lessee and Lessor by or under this Lease shall be taken or construed as cumulative and the mention of any specified duty, liability or obligation imposed upon or assumed by Lessee or Lessor under this Lease shall not be taken or construed as a limitation or restriction upon any or all of the other duties, liabilities, or obligations imposed upon or assumed by Lessee under this Lease. The remedies provided for in this Lease shall be construed to be cumulative and in addition to any other remedies provided in law or equity which Lessor or Lessee would have in any case. Lessor shall have the right to seek and obtain in any court of competent jurisdiction an injunction, without the necessity of posting a bond, to restrain a violation or alleged violation by Lessee of any term of this Lease, anything to the contrary notwithstanding. In no case shall a waiver by either party of the right to seek relief under this provision constitute a waiver of any other or further violation. The remedies provided in this Lease shall not be deemed exclusive of other remedies not specified.

Article XII

Section 12.1. Impossibility of Performance: If, for any reason, an unforeseen event not the act of Lessor occurs, including but not limited to fire, casualty, act of God, labor strike or other unforeseen occurrence which renders impossible the fulfillment of any rental period of this Lease, Lessee shall have no right to claim damages not right to claim against Lessor for damages, but Lessee shall not be liable for the payment of rent for said rental period. However, if such impossibility relates to not more than five percent (5%) of the rental period, Base Rent, if determined under Section 1.3(A)(ii) of this Lease, shall be prorated to account for the number of scheduled hours the Show is not open to the public.

Article XIII

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

Article XIV

Section 14.1. Time is of the Essence: Time is of the essence in the performance of this Lease. The times and deadlines specified in this Lease shall not be extended for any reason, except as may be provided in this Lease, relating to the term of the Lease or the installation or removal of equipment, materials or displays from the Premises, without written consent of Lessor.

Article XV

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

Article XVI

Section 16.1. Independent Contractor: Lessee is an independent contractor and not the agent or employee of Lessor. Under no circumstances shall this Lease be considered to create an employee or agency relationship or a partnership or joint venture.

Article XVII

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

Article XVIII

Section 18.1. Compliance with all Laws: Lessee shall comply with all laws, ordinances, and statutes applicable to the Premises or any part of the Premises, and the use and occupancy thereof, and to pay all taxes or charges imposed by law in connection with Lessee's use and occupancy of the Premises. Lessee shall have a reasonable time to correct any violation.

Article XIX

Section 19.1. Other Leases: There are currently in effect leases between Lessor and Lessee for the Premises for boat shows for the years of 2010 through 2017. In the event Lessee should materially default in performance of its obligations in any one of the above years, such default shall also constitute a default in the leases for all years subsequent to 2017, including this Lease. If the default continues for more than thirty days (30) after Lessor has given written notice to Lessee of such default, Lessor shall have the right to terminate any of the leases for any one or more of the years remaining in the leases through 2017, and this Lease. Otherwise, execution of this Lease shall have no effect on leases for the years of 2010 through 2017.

Article XX

Section 20.1. Immunities: Nothing in this Lease shall be interpreted or construed to waive, in whole or in part, or to otherwise diminish, Lessor's statutory, common law or other immunities in any action in tort, in contract or in any other form. The parties agree that if any duty assumed by Lessor under the terms of this Lease or any action taken by

Lessor pursuant to any such term is construed to waive, in whole or in part, any such immunity, then the immunity shall nevertheless be fully restored, and shall bind and protect the parties as a contractual undertaking.

Article XXI

Section 21.1 Authority: This Lease is authorized by Ordinance O- 23-13 adopted by the City Council of the City of Annapolis.

Witness the signatures and seals of the parties.

Attest:
of Annapolis

City

Regina C. Watkins-Eldridge, MMC
City Clerk

By: _____
Joshua J. Cohen, Mayor (Seal)

**United States Sailboat Show, Inc.,
United States Powerboat Show, Inc.**

Witness

By: _____
C.E. Hartman, President (Seal)

Approved as to form and legal sufficiency:

Gary M. Elson, Assistant City Attorney

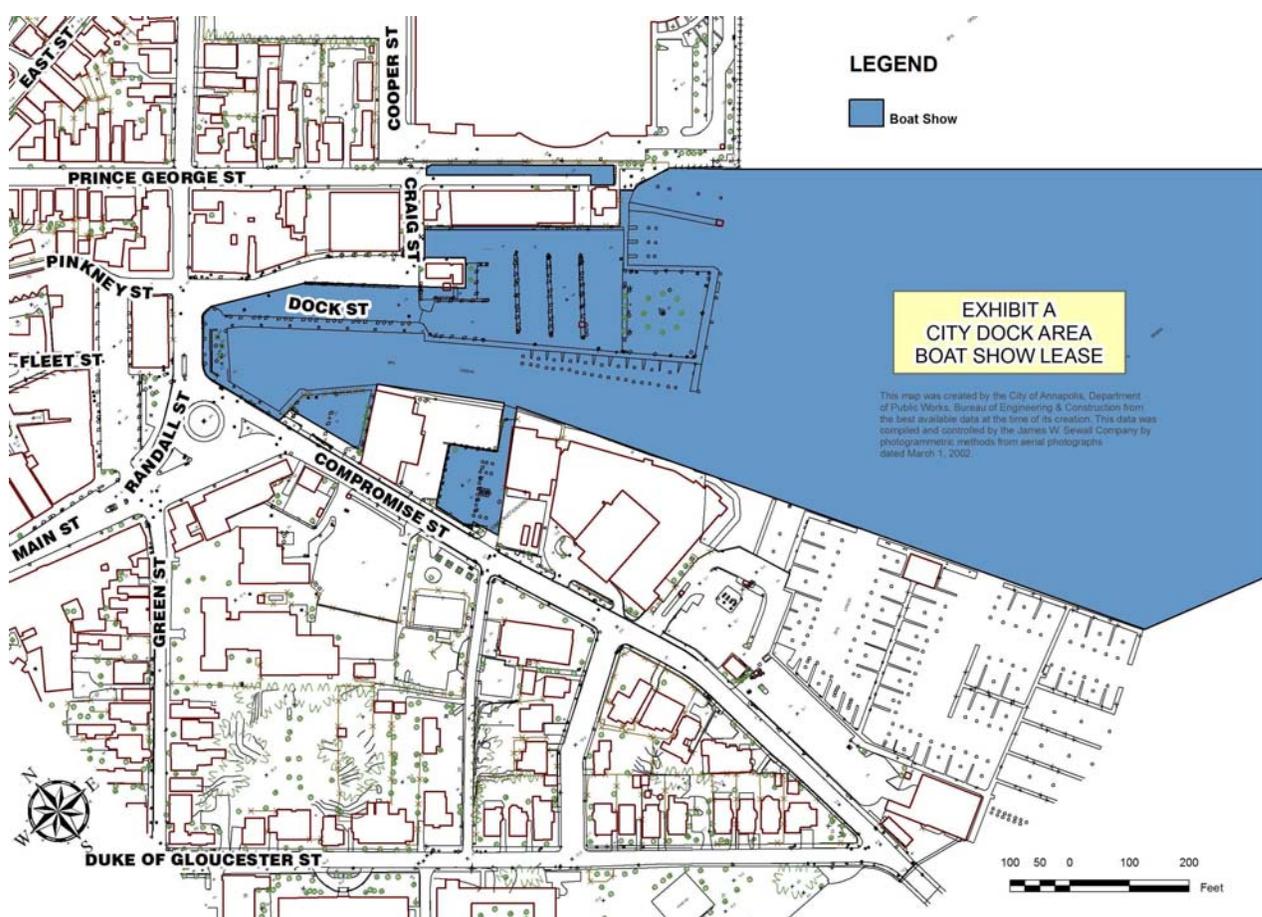
Approved for financial sufficiency:

Bruce T. Miller, Director of Finance

City Manager review:

Michael D. Mallinoff, City Manager

Exhibit A



Seconded. CARRIED on voice vote.

The main motion as amended CARRIED on voice vote.

- Alderman Arnett moved to adopt O-23-13 amended on third reading. Seconded.

A ROLL CALL vote was taken:

YEAS: Mayor Cohen, Alderwoman Finlayson, Aldermen Littmann, Kirby, Pfeiffer, Arnett, Budge, Paone, Alderwoman Hoyle

NAYS:

CARRIED: 9/0

O-37-13

Lease of City Property: Boat Shows in Spring 2014 – For the purpose of authorizing a lease of certain municipal property located in the areas of Susan Campbell Park, Annapolis City Donner Parking Lot, Ego Alley Water Space, and Old City Recreation Center and other property and water locations as described in the lease to CRUISERS UNIVERSITY, INC., t/a Annapolis Spring Sailboat Show, in April 2014, to conduct boat shows.

Harbor Master Walters gave a brief presentation and answered questions from Council.

Paul Jacobs, 3536 Saratoga Avenue, Annapolis, Maryland 21403 General Manager of the Boat Shows

- Alderman Paone moved to adopt O-37-13 on second reading. Seconded.

The Economic Matters and Environmental Matters Committees reported favorably on O-37-13.

- Alderman Arnett moved to amend O-37-13 as follows:

Amendment #1

Section 1.1 Premises and Term

Insert: f. The City's interest in the State Dock Parcel from Tuesday, April 22, 2014 at 5 PM through Tuesday, April 29, 2014 at 5 PM.

Amendment #2

Section 1.3 Rent

Strike 50% and insert 25% of Lessee's gross receipts (after deducting admission taxes) from the sale by Lessee of tickets for admission to the shows for that year.
Reduce Annapolis Rec Center Parcel, First Floor, from \$3,000.00 to \$1,750.00.
Add City's Interest in State Dock Parcel for a rent of \$100.00.

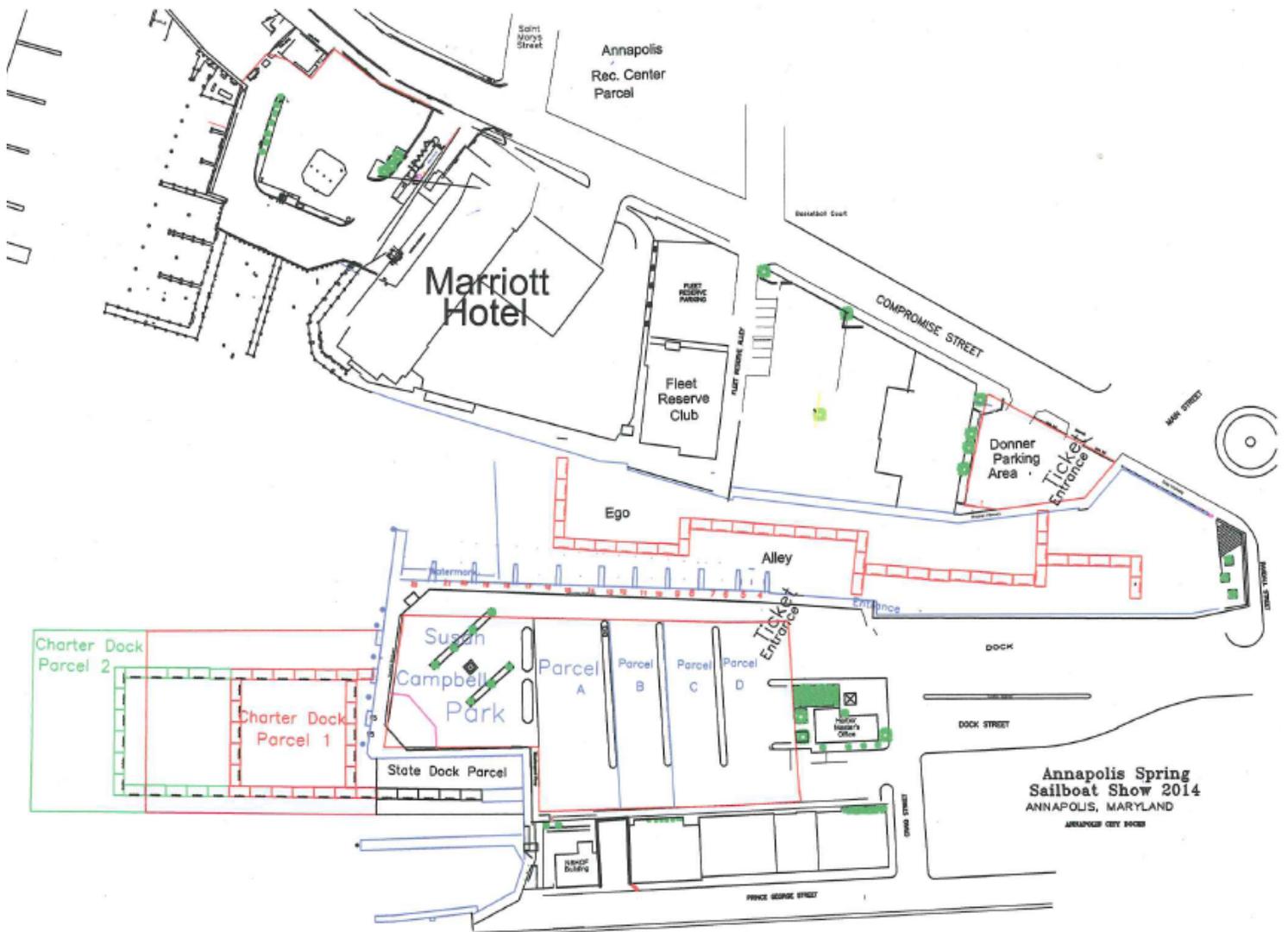
On page 4, in the next to the last sentence of the 1st paragraph after "(i)" strike "Seventeen Thousand One Hundred Seventy Four Dollars (\$17,174.00)" and insert "Fifteen Thousand Nine Hundred Twenty-Four (15,924.00)"

On page 4, in the next to the last sentence of the 2nd paragraph after the word "of" strike "Seventeen Thousand One Hundred Seventy Four Dollars (\$17,174.00)" and insert "Fifteen Thousand Nine Hundred Twenty-Four (15,924.00)"

On page 4, in the list after "Annapolis Rec Center Parcel \$1,750.00" add a new line titled "City's interest in State Dock Parcel \$100.00"

Amendment #3

Strike Exhibit A on Page 11 and replace with new Exhibit A, below.



Seconded. CARRIED on voice vote.

The main motion as amended CARRIED on voice vote.

- Alderman Arnett moved to adopt O-37-13 amended on third reading.
Seconded.

A ROLL CALL vote was taken:

YEAS: Mayor Cohen, Alderwomen Finlayson, Aldermen Littmann, Kirby,
Pfeiffer, Arnett, Budge, Paone, Alderwoman Hoyle

NAYS:

CARRIED: 9/0

Upon motion duly made, seconded and adopted, the meeting was adjourned at 11:43 p.m.

Regina C. Watkins-Eldridge, MMC
City Clerk