

NOTICE:

1. On January 22, 2014, the Board of Estimates approved the Resolution on the Regulation of Board of Estimates Meetings and Protests, effective February 05, 2014. Pursuant to the Resolution:

a. Anyone wishing to speak before the Board, whether individually or as the spokesperson of an entity must notify the Clerk of the Board in writing no later than by noon on the Tuesday preceding any Board meeting, or by an alternative date and time specified in the agenda for the next scheduled meeting. The written protest must state (1) whom you represent and the entity that authorized the representation (2) what the issues are and the facts supporting your position and (3) how the protestant will be harmed by the proposed Board action.

b. Matters may be protested by a person or any entity directly and specifically affected by a pending matter or decision of the Board. In order for a protest to be considered, the protestant must be present at the Board of Estimates meeting at 9:00 A.M., Room 215 City Hall.

c. A Procurement Lobbyist, as defined by Part II, Sec. 8-8 (c) of The City Ethics Code must register with the Board of Ethics as a Procurement Lobbyist in accordance with Section 8-12 of The City Ethics Code.

The full text of the Resolution is posted in the Department of Legislative Reference, the President of the Board's web site, (http://www.baltimorecitycouncil.com/boe_agenda.htm) and the Secretary to the Board's web site (<http://www.comptroller.baltimorecity.gov/BOE.html>).

Submit Protests to:
Attn: Clerk,
Board of Estimates
Room 204, City Hall
100 N. Holliday Street
Baltimore, Maryland 21202

BOARD OF ESTIMATES' AGENDA - AUGUST 10, 2016

Space Utilization Committee - Lease Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a Lease Agreement with Inner Harbor East Garage, LLC, Tenant, for the rental of a portion of the property located at 801 Fleet Street, deck area, consisting of 925 sq. ft. The period of the agreement is effective upon Board approval for 20 years, with an option to renew for one 10-year term.

AMOUNT OF MONEY AND SOURCE:

<u>Annual Rent</u>	<u>Monthly Installment</u>
\$8,325.00	\$693.75

BACKGROUND/EXPLANATION:

The leased premises will be used as an outdoor patio area as part of restaurant, tavern, retail, or entertainment space.

The Tenant will accept the leased premises in its current condition and will also be responsible for the maintenance at their own expense and cost.

Provided the Tenant is not in default of any of the terms of this Lease, the Landlord hereby grants the Tenant the option to renew this Lease for one additional 10-year term at a rate of 3% above the previous year.

The Space Utilization Committee approved this Lease Agreement on July 26, 2016.

(The Lease Agreement has been approved by the Law Department as to form and legal sufficiency.)

AGENDA

BOARD OF ESTIMATES

08/10/2016

Space Utilization Committee - Second Amendment to Lease Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Second Amendment to Lease Agreement with Garwyn Medical Center LLC, Landlord, for the rental of approximately 2,088 sq. ft. of space located at 2300 Garrison Boulevard, Suite 290. The Second Amendment to Lease Agreement will extend the lease for an additional five-year period through June 30, 2021.

AMOUNT OF MONEY AND SOURCE:

<u>Period</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
7/01/16 - 6/30/17	\$41,546.59	\$3,462.22
7/01/17 - 6/30/18	\$41,546.59	\$3,462.22
7/01/18 - 6/30/19	\$41,546.59	\$3,462.22
7/01/19 - 6/30/20	\$42,792.99	\$3,566.08
7/01/20 - 6/30/21	\$44,076.78	\$3,673.06

Account: 4000-423217-3080-294100-603013

BACKGROUND/EXPLANATION:

The Health Department's WIC program will use the leased premises for offices. The term of the original lease agreement was for five-years, commencing on July 1, 2006, and terminating June 30, 2011, with the option to renew for an additional five-year period. The first amendment extended the lease for an additional five-year period beginning July 1, 2011 and ending June 30, 2016.

This second amendment extends the lease for an additional five-year period commencing July 1, 2016 and terminating June 30, 2021.

AGENDA

BOARD OF ESTIMATES

08/10/2016

Space Utilization Committee - cont'd

The Landlord will be responsible for utilities, janitorial services, trash removal, maintenance and repairs, structural maintenance, fire insurance, real estate taxes, security and snow removal.

The Tenant will be responsible for liability insurance under the City's self-insured program, and telephone and computer services to leased premises.

The Space Utilization Committee approved this Second Amendment to Lease Agreement on June 14, 2016.

APPROVED FOR FUNDS BY FINANCE

(The Second Amendment to Lease Agreement has been approved by the Law Department as to form and legal sufficiency.)

AGENDA

BOARD OF ESTIMATES

08/10/2016

Space Utilization Committee - Lease Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Lease Agreement between the Baltimore Child Abuse Center, Inc., Landlord, and the Baltimore City Police Department (BPD), Tenant, for the rental of approximately 11,175 sq. ft. of space located at 2300 N. Charles Street. The period of the Lease Agreement is October 1, 2016 through September 30, 2019 with an option to renew for three one-year terms.

AMOUNT OF MONEY AND SOURCE:

Annual Rent Monthly Rent

\$68,500.00 \$5,708.33

Account: 5000-597716-2021-212700-600000

Operating Cost and telephone

\$29,833.60 - annual

Account: 1001-000000-2021-212800-603015

BACKGROUND/EXPLANATION:

On August 29, 2013, the Board approved the extension of the Memorandum of Understanding (MOU) for the rental of approximately 5,910 sq. ft., three floors of office space at 2300 North Charles Street. This lease terminates the MOU, incorporates the provisions, and expands the space by 5,265 sq. ft., on the third floor. The leased premises will be used by the BPD for its Child Abuse, Family Crimes, Missing Persons, and Sex Offender Registry Units.

The rent for the 5,265 sq. ft. will be paid with grant funds, if awarded. In the event the grant is not awarded, funds will be paid out of account 5000-597716-2021-212700-600000.

AGENDA

BOARD OF ESTIMATES

08/10/2016

Space Utilization Committee - cont'd

The annual rent for the remainder of the leased premises 1,008 sq. ft. in the basement, 3,612 sq. ft. on the 1st floor, and 1,290 sq. ft. on the 2nd floor for a total of 5,910 sq. ft. will be at no cost. However, the Tenant will pay 38.5% of total annual building cost for electric, water, janitorial and trash removal services in the amount of \$19,633.60 annually, the Tenant will also pay \$10,200.00 annually for phone services for a total annual payment of \$29,833.60.

The Landlord will maintain the building including the leased premises common areas, building systems, and provide electric, water, janitorial and trash removal services.

The Space Utilization Committee approved the lease agreement on June 14, 2016.

APPROVED FOR FUNDS BY FINANCE

(The Lease Agreement has been approved by the Law Department as to form and legal sufficiency.)

AGENDA

BOARD OF ESTIMATES

08/10/2016

Department of Real Estate - Lease Agreement Renewal

ACTION REQUESTED OF B/E:

The Board is requested to approve exercising of the option to renew the lease agreement with Washington 784, LLC and Baltic Gold, LLC, Landlord, for the rental of the two properties known as 782 Washington Blvd., consisting of approximately 1,600 sq. ft. and the parking lot known as 760 Eislen Street, consisting of approximately 2,100 sq. ft. The period of the lease renewal is September 1, 2016 through February 28, 2017.

AMOUNT OF MONEY AND SOURCE:

<u>Annual Rent</u>	<u>Monthly Installment</u>
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\$7,200.00	\$1,200.00
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Account: 2026-000000-2042-733000-603013

BACKGROUND/EXPLANATION:

The Board approved the original lease agreement on September 9, 2015; the Board also approved the 1st renewal option on March 16, 2016. The 1st renewal was for 6 months, commencing March 1, 2016, and terminating August 31, 2016, with the option to renew for an additional two 6-month periods.

The leased premises, 782 Washington Blvd., will be used as a Police Substation for the Casino Mini District to conduct administrative duties and 760 Eislen Street will be used as a parking lot for the tenant's vehicles. All other rental conditions and provisions of the Lease Agreement dated September 9, 2015 will remain in full force and effect.

APPROVED FOR FUNDS BY FINANCE

AGENDA

BOARD OF ESTIMATES

08/10/2016

Department of Real Estate - Lease Agreement Renewal

ACTION REQUESTED OF B/E:

The Board is requested to approve exercising of the option to renew the lease agreement with Alison Spiesman and Brian Dowdall, Tenant, for the rental of the property known as 2090 Woodbourne Avenue located on the grounds of the Mt. Pleasant Golf Course, being used as a residential house and the use of a driveway. The period of the Lease Agreement Renewal is July 16, 2016 through July 15, 2017.

AMOUNT OF MONEY AND SOURCE:

\$1.00 - Annual Rent - if demanded

BACKGROUND/EXPLANATION:

On July 16, 2014, the Board approved the original lease agreement for two-years with the option to renew for two one-year terms. The property is being used as a residence for two adults, parking, and the right of ingress and egress.

The Landlord will correct any structural defects and maintain the exterior of the building. The Landlord is not liable to tenant for any damage because of interruption to utility services, painting of the interior, and liability insurance.

The Tenants will provide the following: 1) paint two murals in two Baltimore City Parks annually; the Department of Recreation & Parks (R&P) will determine the parks; 2) plan, organize and implement two art events in a Baltimore City park annually, and 3) will assist the City with Artscape and Nature Art in the Park annually, as determined by the Department of Recreation and Parks.

AGENDA

BOARD OF ESTIMATES

08/10/2016

Department of Real Estate - cont'd

The Tenant accepts the premises in its "as is" condition, will keep premises clean and free of trash and debris, dispose of any garbage, trash and other refuse in trash receptacles, pay for all costs of supplying and maintaining trash containers and all fees related to collecting and removing trash; comply with the law for removal and disposal of hazardous materials. Tenant will also be responsible for not damaging floors, walls, fixtures or appliances, security, water, utilities, snow removal, cutting of grass inside the fenced area, and snow removal in the driveway, which is outside the fence area.

The Lease Agreement Renewal is late due to the administrative process.

APPROVED FOR FUNDS BY FINANCE

AGENDA

BOARD OF ESTIMATES

08/10/2016

Department of Real Estate- Agreement of Sale

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an Agreement of Sale with L & D Family, LLC, Purchaser, for the properties located at 225 N. Franklinton Road and 222 N. Calverton Road.

AMOUNT OF MONEY AND SOURCE:

\$30,152.00 - Purchase price

BACKGROUND/EXPLANATION:

The authority to sell this property was approved by City Council Ordinance No. 16-461 and 16-462 approved on March 14, 2016.

The purchaser will pay a down payment in the amount of \$3,500.00 with the signing of this agreement.

STATEMENT OF PURPOSE AND RATIONALE FOR SALE BELOW THE PRICE DETERMINED BY THE WAIVER VALUATION PROCESS:

The property at 225 N. Franklinton Road is a dilapidated warehouse that was previously used by the Department of Public Works Solid Waste Division as a transfer station. The property at 222 N. Calverton Road is an improved lot that is currently being used as a construction waste recycling center. The Department of Transportation surplused the property and received no interest from other City agencies. L & D Family, LLC are the owners of L & J Waste Recycling Center, which is currently leasing both 225 N. Franklinton Road and 222 N. Calverton Road for the operation of the recycling center. The Purchaser will be demolishing the warehouse at 225 N. Franklinton Road and expanding L & J Waste Recycling Center. The property is zoned M-2-1 under which the proposed use is permitted.

AGENDA

BOARD OF ESTIMATES

08/10/2016

Department of Real Estate - cont'd

The property was appraised October 14, 2015 for \$251,000.00. Due to existing environmental issues at the property, it is the recommendation of the Department of Real Estate to sell this property to the Purchaser at the negotiated price of \$30,152.00.

MBE/WBE PARTICIPATION:

The Developer signed the Commitment to Comply with Article 5, Subtitle 28 of the Baltimore City Code (2000 Edition) regarding participation by Minority Business Enterprises and Woman's Business Enterprises on this development project.

(The Agreement of Sale has been approved by the Law Department as to form and legal sufficiency.)

AGENDA

BOARD OF ESTIMATES

08/10/2016

Department of Real Estate - Assignment of Tax Sale Certificate

ACTION REQUESTED OF B/E:

The Board is requested to approve the assignment of a Tax Sale Certificate to Mr. Jeremiah Kibaya for an amount that is less than the lien amount for the property known as 1339 Mosher Street.

AMOUNT OF MONEY AND SOURCE:

<u>Property Address</u>	<u>Assessed Value</u>	<u>Flat Taxes & Water</u>	<u>Total Liens</u>	<u>Assignment Amount</u>
1339 Mosher Street	\$4,000.00	\$2,433.87	\$13,834.34	\$4,000.00

BACKGROUND/EXPLANATION:

The City acquired the Tax Sale Certificate for 1339 Mosher Street in the total amount of \$13,834.34.

Mr. Kibaya has offered to purchase the Tax Sale Certificate for 1339 Mosher Street in the amount of \$4,000.00, file a petition to foreclose, acquire title to the property, and return it to productive use. The assessment amount of \$4,000.00 is the assessed value and covers the flat taxes and water bills.

AGENDA

BOARD OF ESTIMATES

08/10/2016

Department of Real Estate - Assignment of Tax Sale Certificate

ACTION REQUESTED OF B/E:

The Board is requested to approve the assignment of a Tax Sale Certificate to ALLEC, LLC for an amount that is less than the lien amount for the properties known as 1000, 1002 and 1004 N. Monroe Street.

AMOUNT OF MONEY AND SOURCE:

<u>Property Address</u>	<u>Assessed Value</u>	<u>Flat Taxes & Water</u>	<u>Total Liens</u>	<u>Assignment Amount</u>
1000 N. Monroe Street	\$1,000.00	\$592.60	\$4,689.06	\$1,000.00
1002 N. Monroe Street	\$1,000.00	\$592.60	\$4,639.48	\$1,000.00
1004 N. Monroe Street	\$1,000.00	\$592.60	\$4,564.88	\$1,000.00

BACKGROUND/EXPLANATION:

The City acquired the Tax Sale Certificates for 1000, 1002 and 1004 N. Monroe Street in the total amount of \$13,893.42.

ALLEC, LLC. has offered to purchase the Tax Sale Certificates for 1000, 1002 and 1004 N. Monroe Street in the amount of \$3,000.00, file petitions to foreclose, acquire title to the properties, and return them to productive use. The assignment amount of \$3,000.00 is the assessed value and covers the total flat taxes and water bills of \$1,777.80.