

Introduced _____
Public Hearing _____
Council Action _____
Executive Action _____
Effective Date _____

County Council of Howard County, Maryland

2023 Legislative Session

Legislative Day No. **7**

Bill No. 29 -2023

Introduced by: The Chairperson at the request of the County Executive

AN ACT pursuant to Section 612 of the Howard County Charter, approving a multi-year Second Amendment of Lease Agreement (the “Second Amendment”) between Howard County, Maryland and The Howard County Arts Council, Inc., a Maryland non-profit corporation, for approximately 12.652 acres of land at 8510 High Ridge Road, Ellicott City, Maryland, under the terms of which the County agrees to pay certain costs associated with the premises; authorizing the County Executive to enter into the Second Amendment and to make changes to the Second Amendment before executing it, under certain conditions; and generally relating to a multi-year lease of certain premises owned by Howard County, Maryland to The Howard County Arts Council, Inc.

Introduced and read first time _____, 2023. Ordered posted and hearing scheduled.

By order _____
Michelle Harrod, Administrator

Having been posted and notice of time & place of hearing & title of Bill having been published according to Charter, the Bill was read for a second time at a public hearing on _____, 2023.

By order _____
Michelle Harrod, Administrator

This Bill was read the third time on _____, 2023 and Passed ____, Passed with amendments ____, Failed ____.

By order _____
Michelle Harrod, Administrator

Sealed with the County Seal and presented to the County Executive for his approval this ____ day of _____, 2023 at ____ a.m./p.m.

By order _____
Michelle Harrod, Administrator

Approved/Vetoed by the County Executive _____, 2023.

Calvin Ball, County Executive

NOTE: [[text in brackets]] indicates deletions from existing law; TEXT IN SMALL CAPITALS indicates additions to existing law; ~~Strike out~~ indicates material deleted by amendment; Underlining indicates material added by amendment.

1 **WHEREAS**, Howard County, Maryland (hereinafter the “County”) is the fee simple
2 owner of an improved parcel of land acquired from the Board of Education for Howard
3 County by deed dated December 30, 1989 and recorded among the Land Records of Howard
4 County, Maryland in Liber 2116, Folio 276, and known as 8510 High Ridge Road, Ellicott
5 City, Maryland (hereinafter the “Premises”); and

6
7 **WHEREAS**, since the County acquired the Premises in 1989, The Howard County
8 Arts Council, Inc. (hereinafter the “Arts Council”) has occupied the Premises as its place of
9 business known as The Howard County Center for the Arts; and

10
11 **WHEREAS**, the County and the Arts Council entered into an Agreement of Lease
12 dated June 18, 2007 for a term commencing on July 1, 2007 and terminating on June 30,
13 2017; and

14
15 **WHEREAS**, on or about July 27, 2017, the County and the Arts Council entered into
16 a Lease Agreement, as amended by a First Amendment of Lease Agreement, for the lease of
17 the Premises (collectively referred to as the “Lease”); and

18
19 **WHEREAS**, the term of the Lease is set to expire on June 30, 2023 and the Arts
20 Council has requested, and the County has agreed, to renew the Lease for one (1) additional
21 five (5)-year term, commencing on July 1, 2023 and terminating on June 30, 2028, and to
22 amend the Terms of the Lease; and

23
24 **WHEREAS**, the Second Amendment requires the County to provide utility and
25 general maintenance services to, or for the benefit of, the Premises, including electricity,
26 water, sewer, heating, janitorial service, and trash removal service during the term of the
27 Second Amendment; and

28
29 **WHEREAS**, the Second Amendment requires the payment by the County of funds
30 from an appropriation in a later fiscal year and, therefore, requires the approval of the County

1 Council of Howard County, Maryland as a multi-year agreement pursuant to Section 612 of
2 the Howard County Charter.

3
4 **NOW, THEREFORE,**

5
6 ***Section 1. Be It Enacted*** by the County Council of Howard County, Maryland, that, in
7 accordance with Section 612 of the Howard County Charter, it approves the Second
8 Amendment of Lease Agreement between Howard County, Maryland and The Howard
9 County Arts Council, Inc., substantially in the form attached as Exhibit 1.

10
11 ***Section 2. And Be It Further Enacted*** by the County Council of Howard County, Maryland,
12 that the County Executive is authorized to enter into the Second Amendment of Lease
13 Agreement in the name of and on behalf of the County.

14
15 ***Section 3. And Be It Further Enacted*** by the County Council of Howard County, Maryland,
16 that the County Executive, prior to execution and delivery of the Second Amendment of Lease
17 Agreement, may make such changes or modifications to the Second Amendment as deemed
18 appropriate in order to accomplish the purpose of the transaction authorized by this Act,
19 provided that such changes or modifications shall be within the scope of the transaction
20 authorized by this Act; and the execution of the Second Amendment of Lease Agreement by
21 the County Executive shall be conclusive evidence of the approval by the County Executive
22 of all changes or modifications to the Second Amendment of Lease Agreement, and the
23 Second Amendment of Lease Agreement shall thereupon become binding on the County in
24 accordance with its terms.

25
26 ***Section 4. And Be It Further Enacted*** by the County Council of Howard County, Maryland,
27 that this Act shall become effective immediately upon its enactment.

SECOND AMENDMENT OF LEASE AGREEMENT

THIS SECOND AMENDMENT OF LEASE AGREEMENT (the "Second Amendment") is made this _____ day of _____, 2023 (the "Effective Date"), by and between **HOWARD COUNTY, MARYLAND** (the "County"), a body corporate and politic, and **THE HOWARD COUNTY ARTS COUNCIL, INC.** (the "Tenant"), a Maryland non-profit corporation.

WHEREAS, the County and the Tenant entered into an Agreement of Lease dated July 27, 2017, as amended by First Amendment of Lease Agreement of 8510 High Ridge Road dated June 29, 2022 (the Agreement of Lease dated July 27, 2017 and the First Amendment of Lease Agreement of 8510 High Ridge Road dated June 29, 2022 are collectively referred to herein as the "Lease"), for, among other things, the lease of the Premises within the Building known as The Howard County Center for the Arts located at 8510 High Ridge Road, Ellicott City, Maryland 21043.

WHEREAS, the Term is set to expire on June 30, 2023.

WHEREAS, the Tenant has requested, and the County has agreed, to amend the Lease to renew the Term for an additional five (5) years, and amend the terms and conditions of the Lease as further provided below.

WHEREAS, the County Council of Howard County, Maryland approved this Second Amendment as a multi-year obligation pursuant to Section 612 of the Howard County Charter in Bill Number _____.

NOW, THEREFORE, in consideration of the foregoing recitals, which are deemed a material and substantive part hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Tenant agree as follows:

1. **Term.** The Term shall be extended by an additional five (5) years, following the expiration of the current Term, commencing on July 1, 2023 and expiring June 30, 2028.

2. **Building Rules and Policies.** The Tenant agrees to be bound by the Building rules and policies as attached hereto as Exhibit 'A' and incorporated herein.

3. **Updated List of Subtenants.** Pursuant to Section 4.1 of the Lease, the list of subtenants occupying and utilizing, respectively, a portion of the Premises, as of the Effective Date, is attached hereto as Exhibit 'B'.

3. **Miscellaneous.**

a. The capitalized terms in this Second Amendment shall have the meanings set forth in the Lease. Except as modified by this Second Amendment, the

terms and provisions of the Lease shall remain in full force and effect and are hereby ratified and confirmed. If the terms and provisions of this Second Amendment conflict with the Lease, as defined herein, then the terms and provisions of the Second Amendment shall control.

b. The Tenant hereby represents and warrants that it is in good standing under the laws of Maryland and is duly authorized to enter into this Second Amendment.

IN WITNESS WHEREOF, the County and the Tenant have each caused this Second Amendment to be executed and delivered by their respective duly authorized officers or officials, under seal, on the date first above written.

WITNESS/ATTEST:

TENANT:
THE HOWARD COUNTY ARTS COUNCIL,
INC.
a Maryland non-profit corporation

BY: _____ (SEAL)

Adam Stull
President

[Signatures continue on the next page.]

ATTEST:

Brandee Ganz
Chief Administrative Officer

**COUNTY:
HOWARD COUNTY, MARYLAND**

BY: _____ (SEAL)
Calvin Ball
County Executive
Date: _____

APPROVED:

Yosef Kebede, Director
Department of Public Works

APPROVED FOR SUFFICIENCY OF FUNDS:

Rafiu O. Ighile, Director
Department of Finance

APPROVED FOR FORM AND LEGAL SUFFICIENCY
this _____ day of _____, 20__

Gary W. Kuc
County Solicitor

Reviewing Attorney:

Morenike Euba Oyenusi,
Sr. Assistant County Solicitor

EXHIBIT A

Building Rules and Policies

1. The common areas of the Building and the sidewalks, driveways, and other public portions of the Property (collectively the "Public Areas") shall not be obstructed or encumbered by the Tenant or used for any purpose other than ingress or egress to and from the Premises, and the Tenant shall not permit any of its employees, agents, guests or invitees to congregate or loiter in any of the Public Areas. The Tenant shall not invite to, or permit to visit the Premises, persons in such numbers or under such conditions as may interfere with the use and enjoyment by others of the Public Areas. The County reserves the right to control and operate, and to restrict and regulate the use of, the Public Areas in such a manner as it deems best in its sole and absolute subjective discretion for the benefit of the Tenant and other occupants of the Building, including the right to designate which Building entrances shall be used by persons making deliveries in the Building.

2. No vehicles, animals (except service animals), fish or birds of any kind shall be brought into or kept in or about the Premises or the Building unless the Tenant receives permission from the County. In no event shall an animal, fish or bird remain in the Building after hours unaccompanied by the Tenant, or the Tenant's personnel, employees, or subtenants ("Subtenants").

3. No doormat of any kind whatsoever shall be placed or left in the Public Areas or outside any entry door of the Premises, without the prior approval of the County. The County may, without liability, remove any object placed in violation of the aforesaid rule, and store the same at the expense of the Tenant in such place or places as the County, in its sole and absolute subjective discretion, may deem proper. If the use of a doormat is approved by the County, it shall meet the requirements of The Americans with Disabilities Act 1990, as amended (the "ADA").

4. The Tenant shall use in any space, or in the Public Areas, when moving or receiving delivery of safes, freight, furniture, packages, boxes, crates, paper, office material or any other matter or thing, only hand trucks equipped with rubber tires and such other safeguards as the County may require.

5. All removals or moving of any kind of safes, freight, furniture, large packages, boxes, crates or any other object or matter of any description shall require the County's prior written approval and take place during such hours as the County may determine in its sole and absolute subjective discretion. The Tenant shall reimburse the County for extra costs incurred relating to such moves or deliveries by the County. The County shall in no way be liable to the Tenant for damages or loss arising from the admission, exclusion or ejection of any person to or from the Premises or the Building under the provisions of this rule.

6. Nothing shall be done or permitted in the Premises, and nothing shall be

brought into, or kept in or about the Premises, which would impair or interfere with any of the HVAC, plumbing, electrical, or structural components of the Building or the services of the Building or the proper and economic heating or cooling, cleaning or other services of the Building or the Premises, nor shall the Tenant install any ventilating, air-conditioning, electrical or other equipment of any kind which, in the judgment of the County, might cause any such impairment or interference. The Tenant, and its employees, agents, guests, or invitees, shall not at any time bring or keep upon the Premises, Building or Property any flammable, combustible or explosive fluid, chemical or substance Notwithstanding the foregoing sentence and subject to regular Fire Marshall inspections, the Tenant, and its employees, agents, guests, invitees and Subtenants may bring oil paint products upon the Premises, Building and Property and store oil paints and thinners in the fire cabinets within the Subtenants' premises, and the Tenant agrees at its expense to provide the agreed upon air filtration system(s) and exhaust system(s) to meet indoor air quality requirements of American Society of Heating, Refrigeration and Air-Conditioning Engineers Standard 62.1 Ventilation and Indoor Air Quality for the Tenant and Subtenants utilizing oil paint products, oil paints and thinners. When electric wiring of any kind is installed, it must be connected as directed by the County, and shall be done only by contractors approved by the County. Plumbing facilities shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, ashes, newspapers or other substances of any kind shall be thrown into them. Waste and excessive or unusual use of electricity or water is prohibited.

7. Intentionally deleted.

8. No awnings or other projections shall be attached to the outside walls of the Building. No curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises, without the consent of the County. Nothing shall be placed on the Building's window sills or projections. Such curtains, blinds shades or screens must be of a quality, type, design and color, and attached in the manner, approved by the County. If the County installs or allows the Tenant to install any shades, blinds, curtains in the Premises, the Tenant shall not remove them without the prior written consent of the County. In order that the Building can be and will maintain a uniform appearance to those persons outside of the Building, the Tenant shall (a) use only standard lighting in areas where lighting is visible from the outside of the Building, and (b) use only standard blinds in window areas which are visible from the outside of the Building.

9. No other sign, insignia, advertisement, lettering, notice or other object shall be exhibited, inscribed, painted or affixed by the Tenant on any part of the exterior of the Building or Property or on doors, corridor walls, the Building directory or any portion of the Premises which may be seen from outside of the Building or on any windows or window spaces without the prior written approval of the County, which approval may be withheld or conditioned in the sole and absolute subjective discretion of the County. If approved by the County, the Tenant shall obtain all necessary approvals and permits from all governmental or quasi-governmental authorities in connection

with such signs. Such signs shall, at the expense of the Tenant, be inscribed, painted or affixed by a sign-maker as approved by the County. In the event of the violation of the foregoing, the County may remove such signs without any liability, and may charge the expense incurred in such removal to the Tenant.

10. The County shall have the right to prohibit any advertising or identifying sign by the Tenant which, in the sole and absolute subjective discretion of the County, tends to impair the appearance or reputation of the Building or the desirability of the Building as a building for offices.

11. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by the Tenant, nor shall any changes be made in locks or the mechanism thereof, unless otherwise approved in writing by the County. The Tenant shall upon the expiration or sooner termination of the Lease of which these rules and policies are a part, turn over to the County all keys to storage areas, offices and toilet rooms, either furnished to, or otherwise procured by, the Tenant, and in the event of the loss of any keys furnished by the County, such the Tenant shall pay to the County the cost of replacement locks. Notwithstanding the forgoing, the Tenant may, with the County's prior written consent, install a security system on its Premises which uses master codes or cards instead of keys, provided that the Tenant shall provide the County with the master code or card, for such system.

12. Intentionally deleted.

13. The Tenant, before closing and leaving the Premises at any time, shall turn off all lights, computers, copying machines and all other non-essential electrical equipment. All entrance doors to the Premises shall be kept locked by the Tenant when the Premises is not in use. Entrance doors shall not be left open at any time.

14. The use of the Building, the Property and the Premises for sleeping quarters or for any illegal purpose is strictly prohibited at all times.

15. Canvassing, soliciting and peddling in the Building or on the Property are prohibited and the Tenant shall cooperate to prevent the same.

16. The Tenant shall not cause or permit any odors of cooking or other processes, or any unusual or objectionable odors, to emanate from the Premises which would annoy other occupants or create a public or private nuisance, with the exception of odors from the use of oil paint products, oil paints or thinners, subject to Section 6 herein. No cooking, except the microwaving of the Tenant's employees' meals during the employees' working hours, shall be done in the Premises except as is expressly permitted in the Lease unless consented to in writing by the County.

17. The Tenant agrees not to make excessive noise that will disturb the quiet enjoyment of other tenants of the Building in the sole and absolute judgement of the County.

18. The Tenant shall not install a vending machine of any kind in the Building or on or about the Property.

19. The County hereby reserves to itself all rights not granted to the Tenant hereunder, including, but not limited to, the following rights which are reserved to the County for its purposes in operating the Building:

- a. the exclusive right to the use of the name of the Building for all purposes, except that the Tenant may use the name as its business address and for no other purpose.
- b. the right to change the name or address of the Building, without incurring any liability to the Tenant for so doing, as long as notice of the name or address change is provided to the Tenant at least 90 days prior to such change.
- c. the right to install and maintain a sign or signs on the interior of the Building.
- d. the right to limit the space on the directory of the Building to be allotted to the Tenant.
- e. the right to grant anyone the right to conduct any particular business or undertaking in the Building.
- f. the right to close, relocate or reconfigure Public Areas and the right to relocate the Tenant to a similar space if so required.

20. The County reserves the right to rescind, alter, waive or add, any rule or regulation at any time prescribed for the Building when, in the reasonable judgment of the County, the County deems it necessary or desirable for the reputation, safety, character, security, care, appearance or interests of the Building, or the preservation of good order therein, or the operation or maintenance of the Building, or the equipment thereof, or the comfort of any occupants in the Building. No rescission, alteration, waiver or addition of any rule or regulation in respect to one occupant of the Building shall operate as a rescission, alteration or waiver in respect to any other occupant or the Tenant.

21. The Tenant will have daily access to the Building and the Premises. On occasion the Building may be closed due to service work or emergency repairs.

22. The County shall furnish to the Tenant one (1) access card to the Building for each employee and Subtenant of the Tenant based at the Premises upon the completion of a security background check. The Tenant will be required to obtain and to have all of the Tenant's personnel, contractors, employees, and Subtenants obtain a Howard County non-employee badge ("Non-Employee Badge"). The Tenant and Tenant's personnel, contractors, employees, and Subtenants shall return their Non-Employee Badges to the Lessor (i) upon the expiration or the earlier termination of the Lease, (ii) in the case of the Tenant's personnel, contractors, employees, and

Subtenants, upon termination of their contracts with the Tenant. If a new Tenant personnel, contractor, employee, or Subtenant is assigned to a contract of the Tenant, said person will be required to obtain a Non-Employee Badge. The Tenant and all Tenant personnel, contractors, employees, and Subtenants shall have in their possession and visibly display the Non-Employee Badge at all times while working in the Premises, the Building, and on the Property.

EXHIBIT B

List of Subtenants



HOWARD COUNTY CENTER FOR THE ARTS
 Current Resident Artists and Arts Organizations as of March 2023

Artist/Organization*	Studio	Artistic Media
Lisa Scarbath**	1A	Mosaic
Asma Shikoh	1B	Painting, Drawing
James Adkins	2	Painting, Drawing
Diana Marta**	3	Painting, Drawing, Mixed Media
Myungsook Ryu Kim	4A	Painting, Drawing
Jamie Travers	4B	Sculpture
Sara Engel	5A	Stained Glass
Joyce J. Ritter	5B	Quilted/Painted Fabric
Andrei Trach	6A	Painting, Drawing
Mary Jo Tydlacka	6B	Painting, Drawing
Jereme Scott	7A	Painting, Photography, Printing
Emerging Artist Studio	7B	One-year Residency, changes every July
	7C	
David Zuccarini**	10	Painting, Drawing
Columbia Orchestra**	16	Music (Community Orchestra)
Ballet Mobile**	18	Dance Company and Classes
Columbia Pro Cantare	17	Choral

*Resident Arts Organizations must be incorporated as tax-exempt 501(c)(3) organizations

**Resident Artists and Organization who teach classes in their studios