

**CITY OF WALTHAM
REQUEST FOR PROPOSALS**

**LEASE OF AIR RIGHTS ABOVE A PORTION OF THE PARKING LOT LOCATED AT
230-234 MOODY STREET
(PARCEL ID R060 028 0018)**

**WHICH IS ADJACENT TO 220-226 MOODY STREET
(PARCEL ID R060 028 0017)**

WALTHAM, MASSACHUSETTS

I. Introduction

The City of Waltham (Lessor) is seeking proposals for the lease of the air rights over a portion of the City of Waltham Parking Lot located at 230-234 Moody Street, Waltham, MA (Parcel ID R060 028 0018) (Locus) and generally identified on the site plan attached hereto as Exhibit A. The locus is to the rear of the commercial property located at 220-226 Moody Street, Waltham, MA (Parcel ID R060 028 0017).

The locus consists of 0.243 acres, more or less. The portion of the Locus over which the air rights are to be leased consists of 10,594 square feet.

The City owns and operates an open-air surface parking lot on the Locus, which is adjacent to the Embassy Park and a parking deck (Embassy Parking Deck) on adjacent City-owned land. Also adjacent to the Locus is a portion of the Charles River Riverwalk (Riverwalk). As revitalization of the City's downtown area continues, the need for additional parking continues to grow, as does the need to provide adequate access from such parking and the Locus to the Embassy Park, the Riverwalk, and the Embassy Parking Deck. To address said need, the City proposes to lease the air rights over a portion of the Locus for the creation of a second level of parking within said air rights. As part of the lease, the Lessee shall be given the right to place foundations/supports in the ground in the area directly below the air rights. When plans are presented by the successful bidder for the proposed construction of support beams at ground level, the City will seek a declaration of surplus and lease as part of the air rights lease the locations within the existing open-air surface parking lot on which it will be necessary for the successful bidder to place said foundations/supports for said second level. Any parking spaces eliminated by the use of same in whole or in part for such supports shall be replaced by spaces installed on the second level and said replacement spaces shall be maintained during the entire lease term for the use of the general public. Each such required replacement space shall be designated by a unique identifying number painted on the space and shown on a sign at the head of said space and a sign shall also be posted by the successful bidder advising members of the general public that said spaces are subject to the pay-for-parking requirements (including fines and/or towing if appropriate parking fees are not paid) of the City-owned surface parking lot and adjacent City-owned parking areas.

The City is requiring as part of the Lease, that the Lessee construct, operate and maintain a one-story (second level) parking facility within the air-rights to be leased, above a portion of the existing ground level parking lot. The ground level public parking lot on the Locus owned by the City will continue to operate and will also be maintained by the Lessee during the entire lease term (the portion of the open-air surface parking area that is below the air rights lease area, as well as the remainder of said open-air parking lot on the Locus shall be so maintained by the Lessee during the entire lease term). The collection of parking fees for the ground level parking on the Locus (both that under the air-rights lease area and the remaining ground level parking on the Locus) and for the required replacement parking spaces on the second level shall continue to be performed by the City for its own benefit. Lessee will also be responsible to maintain its own level of the parking facility as well as being responsible for improving/maintaining the connections/access paths from the Locus to the Riverwalk, the Embassy Parking Deck, the Embassy Park, and the Moody Street sidewalk. Further, the Lessee, as part of the rental fee for the air-rights lease, shall be responsible for maintenance of the Embassy Park.

The Lessee's proposal should indicate the leasehold improvements to be undertaken by the Lessee, including the number of parking spaces to be made available to the general public. Rental payments may be offset by the cost of improvements to the City owned real estate, but not by the cost of improvements to install and/or maintain the second level parking structure (the cost of covering the ground level portion of the parking lot under the air-rights area and the cost of constructing the supports for the second level parking facility shall not be offset against rent).

It is the intent of the City that the City retains any and all improvements at the end of the lease term.

The current assessment information for the property is \$86,000.00 .

On May 19, 2016, the Waltham Traffic Commission declared the air rights to be surplus with the condition that a minimum clearance of at least 8'-6" must be maintained to all existing surface parking spaces in the lot. See attached Exhibit B.

Detailed submission requirements are described in Section VI below.

Proposals in response to this RFP must be delivered to the City's Purchasing Agent no later than **September 27, 2016 at 10 AM** and any incomplete proposal or proposals submitted after the submission deadline will be rejected.

II. Site Information

Located on the easterly side of Moody Street. Moody Street is a major retail district which is a short distance from Main Street (Route 20).

The property is located in a Business C Zoning District.

The City of Waltham would like to preserve the beauty of the Riverwalk and the downtown; therefore, any design and construction in the leased air space must minimize any disruption of the [natural ecological areas of the site The use of the air rights shall be

limited to construction of one story above the existing ground level parking on the portion of the Locus over which said air rights are to be leased.

As noted above, the Lessee may place foundations/supports on the Locus directly below the air-rights area, as long as the number of parking spaces currently on the ground level below said air rights remains available to the public, whether continuing on the ground level or through a combination of spaces remaining on the ground level and replacement spaces installed on the second level, but the air rights do not include any access to the Locus, and the successful bidder, therefore, will be responsible for acquiring such rights from adjacent property owners. Should the successful bidder seek such access from adjacent City-owned property, the grant of such rights is not guaranteed.

III. Use

The City of Waltham intends to lease the air rights for the purpose of constructing and maintaining a parking facility which is public on the ground level and privately owned and operated above the ground level (and public on the second level to the extent any replacement parking spaces available to the general public are required to be installed thereon), while preserving the remainder of the Locus as open to the sky and providing improved access to adjacent City property, including the Embassy Park, Embassy Parking Deck, and Riverwalk. As noted above, the parking facility in the air rights area shall be limited to one story in height above the existing ground level parking area.

IV. Background

The City of Waltham owns the Embassy Park and the Embassy Parking Deck, as well as the open-air parking lot on the Locus, located in the heart of the downtown. The City is desirous of renovating the Embassy Park and securing improvements to the overall condition of and access to said Park, the Riverwalk and the Embassy Parking Deck and the remainder of the open-air parking on the Locus. The current number of marked public parking spaces on the Locus, which is 30 (24 city and 6 others marked, exclusive of the fire lanes and open space) needs to be maintained for use by the public.

V. Required Terms and Conditions

- A. The City will lease the air rights “as is”. The term of the Lease shall be for ten years, with two ten year options to renew, exercisable in the sole discretion of the City.
- B. The Lessee shall be responsible for rent payments that are due annually payable in advance in monthly installments to be made payable to the City of Waltham and submitted to the Treasurer’s Office.
- C. The Lessor, in addition to other rights and remedies, shall have the right to declare the term of the lease ended if the Lessee:
 - 1. defaults in the payment of a rent installment and such default continues for ten (10) days after written notice thereof; or
 - 2. defaults in the performance or observance of any other of the Lessee’s covenants, agreements or obligations under the lease and fails to correct such default within thirty (30) days after written notice thereof; or

3. shall be declared bankrupt or insolvent according to law, or if any assignment shall be made of Lessee's property for the benefit of creditors.
- D. The Lessee shall not assign the lease agreement, nor shall the Lessee sublet any or all of the leased premises without the prior written consent of the Mayor or her/his designee and the City Council. Such subletting may only be authorized, in the sole discretion of the Mayor and City Council for a use that is compatible with the public purpose of the lease agreement and maintains the identified minimum number of parking spaces for the use of members of the general public.
- E. The Lessee shall be required to purchase and maintain tenant's insurance in an amount sufficient to insure Lessee's, its employees', visitors, and guests' contents during the entire lease term for the building/structure erected within the air rights and shall be required to present a Certificate of Insurance, requiring 30 days advance notice of any cancellation, to the Lessor at the time of the signing of the lease and at such other times as the Lessor shall request.

The Lessee shall be required to purchase and maintain fire insurance and general liability insurance, covering both the structure erected by the Lessee and the surface parking area located below said air rights in the amount of One Million per person, Two Million per occurrence, during the entire lease term and shall be required to present a Certificate of Insurance, identifying the City as a co-insured and requiring 30 days advance notice of any cancellation, to the Lessor at the time of the signing of the lease and at such other times as the Lessor shall request.

The Lessee shall also be required to indemnify and hold the City harmless against any and all claims of whatever nature for any injury or damage attributable to the Lessee's use of the leased premises or to any actions or inactions of the Lessee, its agents, servants or employees which may cause or contribute to any injury or damage to any person or entity or such person's or entity's property, whether within the air rights area or below said air-rights area. In addition, the Lessee shall also be required to indemnify and hold the City harmless against any and all claims of whatever nature for any injury or damage attributable to the Lessee's maintenance and/or improvement obligations for the entire ground level area of the Locus, the second level parking facility, and/or the Embassy Park, and the improvements for access from the Locus to the Embassy Park, the Embassy Parking Deck, and the Riverwalk.

- F. The Lessee shall perform all improvements regarding construction of the new parking structure at its sole cost and expense.
- G. The use of the subject property is subject to the Zoning Ordinances of the City of Waltham. The City makes no representations as to whether the use of any of the new parking spaces will satisfy parking requirements for any other property. Likewise, the City makes no representations as to whether the construction of such a parking structure complies or will comply with the Zoning Ordinance of the City.
- H. Lessee's parking facility designs must be submitted to and approved by the City Council and Mayor and Planning Department and then submitted to the Building Department for a building permit(s) and to the Conservation Commission. The award

of the lease to a particular bidder does not guarantee that the Lessee will receive the aforementioned building permit(s) or other necessary approvals.

- I. All plans and specifications for construction and/or improvements to the property must be approved by the Planning Department, Building Inspector of the City of Waltham, the Conservation Commission, and other applicable municipal departments, prior to the commencement of any work.
- J. All improvements shall be performed by the Lessee in accordance with the City-approved plans and specifications, subject, however, to the aforementioned approvals and building permits and compliance with the City Zoning Ordinance.
- K. The Lessee shall be responsible for the cost of installing and using all utilities to the lease area. The Lessee shall be responsible for all custodial/janitorial/maintenance services in the leased premises during the lease term including such services for the City-owned ground level parking area below the air rights and the surrounding areas.
- L. The Lessee shall be responsible for maintaining the leased premises in good condition, reasonable wear and tear excluded.
- M. The Lessee shall be responsible for the cost of all repairs occasioned by or due to the fault or neglect of the Lessee, its agents, servants or independent contractors hired by it.
- N. The Lessee is prohibited from any activity that would constitute a violation of the conflict of interest law (G.L.M. 268A).
- O. The lease between the parties shall constitute the entire agreement. There shall be no agreements other than the lease.
- P. The Lessee, at its sole cost and expense, shall be responsible for securing all applicable municipal, state and federal permits, including, but not necessarily limited to, building and occupancy permits and Conservation Commission approvals; and shall be responsible for complying with any and all applicable local, state and federal requirements, including but not limited to, the City's Infiltration and Inflow Ordinance and DEP Consent Decree, the Rivers Protection Act, all title searches, and environmental and water analyses, including percolation tests.
- Q. The successful bidder may, at its sole cost and expense, have an inspection of the property done within 10 days of acceptance of its bid. If the successful bidder does not notify the City within said 10-day period of its desire to withdraw its bid, then the successful bidder will be required to perform all of the other obligations herein.

VI. Submission Requirements

- A. All proposals must be delivered to the office of the City Purchasing Agent, Joseph Pedulla, City Hall, 610 Main Street, Waltham, MA no later than **September 27, 2016 at 10 AM**

- B. All proposals shall be in sealed envelopes marked, "Proposal for Air Rights above the parking lot located at 230-234 Moody Street, Waltham."
- C. All proposals not received at the Purchasing Agent's office by the date and time specified shall be rejected.
- D. Each proposal must include the following:
1. A completed Disclosure of Beneficial Interests form, which complies with the requirements of G.L.M. Chapter 7, Section 40J.
 2. A signed affidavit of non-collusion in the form provided by the Purchasing Agent.
 3. A certification of tax compliance (G.L.M. Chapter 62C, Section 49A).
 4. If the Lessee is other than a natural person, evidence of its legal existence and status. Such evidence may include the following:
 - a. Articles of Incorporation
 - b. Trust Agreements
 - c. Partnership Agreements
 5. If the proposer is a corporation, a Certificate of Authority conveying a certified vote of the Board of Directors authorizing a designated individual to submit the proposal.
 6. A statement of the intended use of the leased premises and how it promotes the Downtown, the overall improvement of the Riverwalk, the Embassy parking areas and Embassy Park in the City of Waltham.
 7. A statement relative to the intended plans, if any, to renovate and use the Embassy parking lot and the area above; to renovate the ground level parking area on the Locus and use the air rights; and to show all foundations for the second parking level that would have to be located on the ground below the air rights. If a ramp is to be required and permitted on the ground level that would also have to be separately stated since the lease at this point is only for air rights.
 8. Resumes and position descriptions of all personnel of Lessee who will be constructing the leased premises. Resumes and position descriptions for personnel of Lessee responsible for supervising work to be performed under the lease.
 9. A statement of the amount of rent the Lessee proposes to pay over the course of the lease term.
 10. A statement identifying the Lessee's financing sources.
 11. Evidence of the Lessee's ability to pay the rent proposed and make the improvements proposed. Absence of sufficient evidence shall be a basis for rejecting the proposal.

12. A proposed, detailed program of any improvements/repairs proposed. Said program shall be attached to and become a part of the lease.
13. A list of past downtown projects, if any, in which the proposer has been involved, in the City or elsewhere.
14. If a proposal is accepted, it is subject to the parties executing a mutually satisfactory lease agreement, which shall constitute the entire agreement. There shall be no agreements other than the Lease.

The City reserves the right to request additional documentation and may independently verify information provided.

VII. Evaluation Criteria

All proposals shall be evaluated based on the following criteria:

- A. Submission Requirements: All proposals must be properly submitted and contain all of the completed documents and forms as set forth above in IV—Submission Requirements. The Purchasing Agent shall determine if the Submission Requirements have been satisfied. The Purchasing Agent shall refer all proposals that meet the Submission Requirements to the Evaluation Committee, as expanded upon below in VII (B).
- B. Comparative Evaluation Criteria: An Evaluation Committee, consisting of one representative from the Planning Department, Building Maintenance Department and CPW Department will evaluate all proposals referred to it by the Purchasing Agent. The Evaluation Committee's review will be based on the relative merits of the proposals in terms of the proposed use, proposed improvements and the amount of rent to be paid. The Evaluation Committee's review will be based on the relative merits of the proposals in terms of:

1. Proposed second parking level and access paths (50% of total points)

Each proposal shall be given a score of 1 to 5 (with 5 being the highest score) based on the extent to which it promotes access to existing open space (Embassy Park and the Riverwalk), preserves the beauty of the Riverwalk and the downtown, and maintains during the entire lease term, the existing Locus parking areas, as well as the access paths from the Locus to the Riverwalk, Embassy Park, Embassy Parking Deck, and Moody Street sidewalk. It is the City's desire that the second parking level to be constructed on the Locus and the access paths to the Embassy Park, Embassy Parking Deck, Riverwalk and the Moody Street sidewalk conform to the current character of the neighborhood. The City reserves the right to reject any proposal or plans that it determines in its sole discretion does not conform to the current character of the neighborhood. Highest scores will be awarded to that parking and access path design that best promotes the above objectives. The previous experience of the proposer in downtown renovation, whether in the City or elsewhere, shall be a component of this ranking

2. Leasehold Improvements (25% of total points)

Improvements to city owned property (outside of the air rights) only will be evaluated on a scale of 1 to 5. Each proposal will be give a score of 1 to 5 (with 5 being the highest score) based on the resulting value.

3. Rental stream (25% of total points)

The Evaluation Committee will determine the present value of the rental stream to be generated by each proposal. Each proposal will be given a score of 1 to 5 (with 5 being the highest score) based on the present value of rental payments. A score of 1 will be given to a proposer who offers \$1.00 per year. Additional points will be given for higher lease payments.

- C. Evaluation. Once points are established for the proposed use, improvements, and the rental stream of each proposal, the Evaluation Committee will weigh these criteria as listed above. Based on the final scores assigned to each proposal, the Evaluation Committee shall make its recommendation to the Mayor and City Council of the City of Waltham who shall identify the most advantageous proposal.

VIII. Award

Lease between the City and the successful respondent shall be negotiated by the Mayor, and is subject to the approval of the Mayor and the City Council.

IX. Miscellaneous

- A. The City reserves the right to reject any and all proposals at any time prior to the execution of the lease.
- B. All structures and/or renovations performed/constructed pursuant to the lease shall become fixtures and the property of the City of Waltham upon the termination of the lease.
- C. The City of Waltham will conduct one site visit of the property on **September 20, 2016 at 10 AM**. Interested parties should meet in Embassy Park at said date and time. This will be the only opportunity to conduct a detailed inspection of the property before the RFP due date.
- D. All questions regarding the RFP should be submitted by email to the Purchasing Agent (jpedulla@city.waltham.ma.us) who will publish questions and responses as an amendment to the RFP and made available to all prospective bidders on the City of Waltham website or in the office of the Purchasing Agent at 610 Main Street, Waltham, MA.

Central Register-Acquisition or Disposition of Real Property

Authority:

City of Waltham

Description of Property:

AIR RIGHTS ABOVE THE PARKING LOT
LOCATED AT 230-234 MOODY STREET
(PARCEL ID R060 028 0018)

Proposal Deadline:

Estimated Value, \$86,000.00

September 27, 2016 at 10 AM

Source of Valuation Assessor's Record
30 Parking Spaces @ \$3,000.00 per month;
\$36,000.00 per year based upon appraisal by
the Board of Assessors of the City of Waltham

Additional information:

The City of Waltham is seeking to lease the Air Rights over the City of Waltham Parking Lot located at 230-234 Moody Street, Waltham, MA (Parcel ID R060 028 0018) (Locus) and generally identified on the site plan attached hereto as Exhibit A.

Copies of the Request for Proposal are available by visiting the City's web Site at www.city.waltham.ma.us/open-bids

The City reserves the right to reject any and all proposals.

CITY OF WALTHAM, MASSACHUSETTS
REQUEST FOR PROPOSALS
LEASE OF AIR RIGHTS

SEALED PROPOSALS for the lease of AIR RIGHTS located above the PARKING LOT LOCATED AT 230-234 MOODY STREET, WALTHAM, MA, (PARCEL ID R060 028 0018), will be received at the Office of the Purchasing Agent, City Hall, 610 Main Street, Waltham, MA 02452 until **September 27, 2016 at 10 AM**. at which time they will be publically opened and read.

Proposal specifications may be obtained at the Office of the Purchasing Agent.

The City reserves the right to reject any and all proposals.

Joseph Pedulla, MCPPO
Purchasing Agent

Advertise Locally: Week of Sept. 12, 2016
Advertise in Central Register: August 24, 2016

R060 028 0018
 Map Block Lot
 Unit

1 of 1
 CARD

City of Waltham

TOTAL ASSESSED: 157,600
 1806731



Patriot
 Properties Inc.
 USER DEFINED

IN PROCESS APPRAISAL SUMMARY

| Use Code | Building Value | Yard Items | Land Size | Land Value | Total Value |
|----------|----------------|------------|-----------|------------|-------------|
| 903 | | | 19414.000 | 157,600 | 157,600 |

| Legal Description | User Acct |
|-------------------|-----------|
| | 80673 |
| Lot Size | |
| Total Land: | |
| Land Unit Type: | |

| Owner | Address | City |
|------------|-----------------|-------|
| Owner 1: | CITY OF WALTHAM | |
| Owner 2: | | |
| Owner 3: | | |
| Street 1: | 610 MAIN ST. | |
| Street 2: | | |
| Town/City: | WALTHAM | |
| S/P/Prov: | MA | Chtry |
| Postal: | 02452-5552 | |

| Parcel ID | Date |
|---------------|-------------------|
| R060 028 0018 | 12/16/2015 |
| PRINT | 11/25/2014 |
| Date | 12/22/2014 |
| Date | 12/13/2013 |
| LAST REV | 08/10/16 10:52:25 |
| Date | 12/12/2012 |

| Tax Yr | Use | Cat | Bldg Value | Yrd Items | Land Size | Land Value | Total Value | Asses'd Value | Notes |
|--------|-----|-----|------------|-----------|-----------|------------|-------------|---------------|---------------|
| 2016 | 903 | FV | 0 | 0 | 19,414. | 157,600 | 157,600 | 157,600 | Year end |
| 2015 | 903 | EX | 0 | 0 | 19,414. | 141,000 | 141,000 | 141,000 | Year End Roll |
| 2015 | 903 | FV | 0 | 0 | 19,414. | 141,000 | 141,000 | 141,000 | Year End Roll |
| 2014 | 903 | FV | 0 | 0 | 19,414. | 141,000 | 141,000 | 141,000 | Year End Roll |
| 2013 | 903 | FV | 0 | 0 | 19,414. | 141,000 | 141,000 | 141,000 | Year End |

| Date | Number | Descrp | Amount | C/O | Last Visit | Fed Code | F. Descrp | Comment |
|------|--------|--------|--------|-----|------------|----------|-----------|---------|
| | | | | | | | | |

SALES INFORMATION

| Grantor | Legal Ref | Type | Date | Sale Code | Sale Price | V | Tst | Verif | Assoc PCL Value | Notes |
|-----------------|-----------|------|-----------|-----------|------------|-----|-----|-------|-----------------|-------|
| CITY OF WALTHAM | 12188-92 | | 4/14/1972 | | 230000 | Yes | No | | | |

PAT ACCT.

| Date | Time |
|----------|----------|
| 03/04/15 | 11:52:24 |
| | 80673 |

OTHER ASSESSMENTS

| Code | Descrp/No | Amount | Com. Int |
|------|-----------|--------|----------|
| | | | |

INCOME INFORMATION

| Type | Description | Fir | Qty | Leased Area | Ten | Rent \$ | Ovr Rent | Econ Inc |
|------|-------------|-----|-----|-------------|-----|---------|----------|----------|
| | | | | | | | | |

PROPERTY FACTORS

| Item | Code | Descrp | % | Item | Code | Descrp |
|---------------|------|--------|---|------|------|--------|
| Z | | | | U | | |
| 0 | | | | 1 | | |
| n | | | | 1 | | |
| Census: | | | | | | |
| Exempt | | | | | | |
| Other Income: | | | | | | |
| Vacancy/DL: | | | | | | |
| Rate Adj: | | | | | | |
| Expenses: | | | | | | |
| Reserves: | | | | | | |
| Lease Type: 0 | | | | | | |
| Overall Rate: | | | | | | |

ACTIVITY INFORMATION

| Date | Result | By | Name |
|-----------|------------|-----|---------------|
| 2/10/2014 | VACANT LOT | 406 | ROBERT MACLAU |

Sign: VERIFICATION OF VISIT NOTE DATA

| Use Code | Description | LUC | No of Units | Depth / Price/Units | Unit Type | Land Type | LT | Base Value | Unit Price | Adj | Neigh Inlu | Neigh Mod | Infl 1 | % | Infl 2 | % | Infl 3 | % | Appraised Value | Alt | Spec | J | Fact | Use Value | Notes |
|----------|-------------|-----|-------------|---------------------|-----------|-----------|----|------------|------------|-----|------------|-----------|--------|---|--------|---|--------|---|-----------------|-----|------|---|------|-----------|-------|
| 903 | MAINCP1 | | 19414 | | SITE | | 0 | 19. | 427 | CA | 1.00 | UNBLD | -50 | | | | | | 157,603 | | | | | 157,600 | |

| Use Code | Description | LUC | No of Units | Depth / Price/Units | Unit Type | Land Type | LT | Base Value | Unit Price | Adj | Neigh Inlu | Neigh Mod | Infl 1 | % | Infl 2 | % | Infl 3 | % | Appraised Value | Alt | Spec | J | Fact | Use Value | Notes |
|----------|-------------|-----|-------------|---------------------|-----------|-----------|----|------------|------------|-----|------------|-----------|--------|---|--------|---|--------|---|-----------------|-----|------|---|------|-----------|-------|
| 903 | MAINCP1 | | 19414 | | SITE | | 0 | 19. | 427 | CA | 1.00 | UNBLD | -50 | | | | | | 157,603 | | | | | 157,600 | |

| Total A/C/H/A: | Total S/F/S/M: | Parcel LUC: | MUNICIP: | Prime NB Descr: | COM AVG | Total: | Spl Credit: | Total: |
|----------------|----------------|-------------|----------|-----------------|---------|---------|-------------|---------|
| 0.44568 | 19414.00 | 903 | | | | 157,603 | | 157,600 |

Exhibit A

Disclaimer: This Information is believed to be correct but is subject to change and is not warranted.

EXTERIOR INFORMATION

| | |
|---------------|-----------|
| Type: | |
| Sty Ht: | |
| (LW) Units: | Total: |
| Foundation: | A 3QBth |
| Frame: | 1/2 Bath: |
| Prime Wall: | A HBth: |
| Sec Wall: | Oth/Fix: |
| Roof Struct: | |
| Roof Cover: | |
| Color: | |
| View / Desir: | |

BATH FEATURES

| | |
|------------|---------|
| Full Bath: | Rating: |
| A Bath: | Rating: |
| 3/4 Bath: | Rating: |
| A 3QBth: | Rating: |
| 1/2 Bath: | Rating: |
| A HBth: | Rating: |
| Oth/Fix: | Rating: |

COMMENTS

LOT # F + G 230-34 MOODY STREET.
MOODY STREET.

RESIDENTIAL GRID

| | | |
|----------------------|---------------------------------|---------|
| 1st Res Grid Desc: | | # Units |
| Level: | FY LR DR D K FR RR BR FB HB L O | |
| Other: | | |
| Upper: | | |
| Lvl 2: | | |
| Lvl 1: | | |
| Lower: | | |
| Totals: | RMS: BRS: Baths: HB | |

SKETCH**INTERIOR INFORMATION**

| | |
|----------------|--------------|
| Avg HW/FL: | |
| Prim Int Wall: | |
| Sec Int Wall: | |
| Partition: | |
| Prim Floors: | |
| Sec Floors: | |
| Bsmnt Flr: | |
| Bsmnt Gar: | |
| Electric: | |
| Insulation: | |
| Int vs Ext: | |
| Heat Fuel: | |
| Heat Type: | |
| Heat Sys: | |
| % Heated: | % AC: |
| Solar HW: | Central Vac: |
| % Corn Wal: | % Sprinkled: |

DEPRECIATION

| | | |
|-------------|--------------|------|
| Phys Cond: | AV - Average | 0.0% |
| Functional: | Economic: | |
| Special: | Special: | |
| Override: | | |
| Total: | | 0% |

CALC SUMMARY

| | |
|---------------------------|---------------|
| Basic \$ / SQ: | |
| Size Adj.: 1,000,000,000 | |
| Const Adj.: 8,000,000,000 | |
| Adj \$ / SQ: | |
| Other Features: | 0 |
| Grade Factor: | |
| Neighborhood Inf: | 1,000,000,000 |
| LUC Factor: | 1.00 |
| Adj Total: | 0 |
| Depreciation: | 0 |
| Depreciated Total: | 0 |

COMPARABLE SALES

| Rate | Parcel ID | Typ | Date | Sale Price |
|-------------------|-----------|-----|-------------|------------|
| WtAv\$/SQ: | AVRate | | Ind. Val | 0.00000 |
| Juris. Factor: | | | Before Depr | 0.00 |
| Special Features: | 0 | | Val/Su Net: | |
| Final Total: | 0 | | Val/Su SZA | |

REMODELING**RES BREAKDOWN**

| | | | | |
|------------|---------|-----|-----|----|
| Exterior: | No Unit | RMS | BRS | FL |
| Interior: | | | | |
| Additions: | | | | |
| Kitchen: | | | | |
| Baths: | | | | |
| Plumbing: | | | | |
| Electric: | | | | |
| Heating: | | | | |
| General: | | | | |
| Totals: | | | | |

SUB AREA

| Code | Description | Area - SQ | Rate - AV | Undepr Value |
|------|--------------------|-----------|-----------|--------------|
| | Net Sketched Area: | | | |
| | Gross Acre | | | |
| | Total: | | | |

SUB AREA DETAIL

| Sub Area | % Usbl | Descrip | % Type | Qu | # Ten |
|----------|--------|---------|--------|----|-------|
| | | | | | |

SPEC FEATURES/YARD ITEMS**PARCEL ID****PARCEL ID****PARCEL ID****PARCEL ID****PARCEL ID****PARCEL ID****PARCEL ID****PARCEL ID****PARCEL ID****PARCEL ID****PARCEL ID**

More: N

Total Yard Items:

Total Special Features:

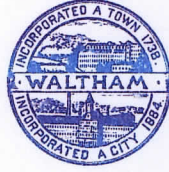
Total:

ASSESSPRO Patriot Properties, Inc



*City of Waltham
Massachusetts*

*Waltham Board of Assessors
Tel: 781-314-3200
Fax: 781-314-3218
assessors@city.waltham.ma.us*



*610 Main Street
Waltham City Hall
Waltham, MA 02452*

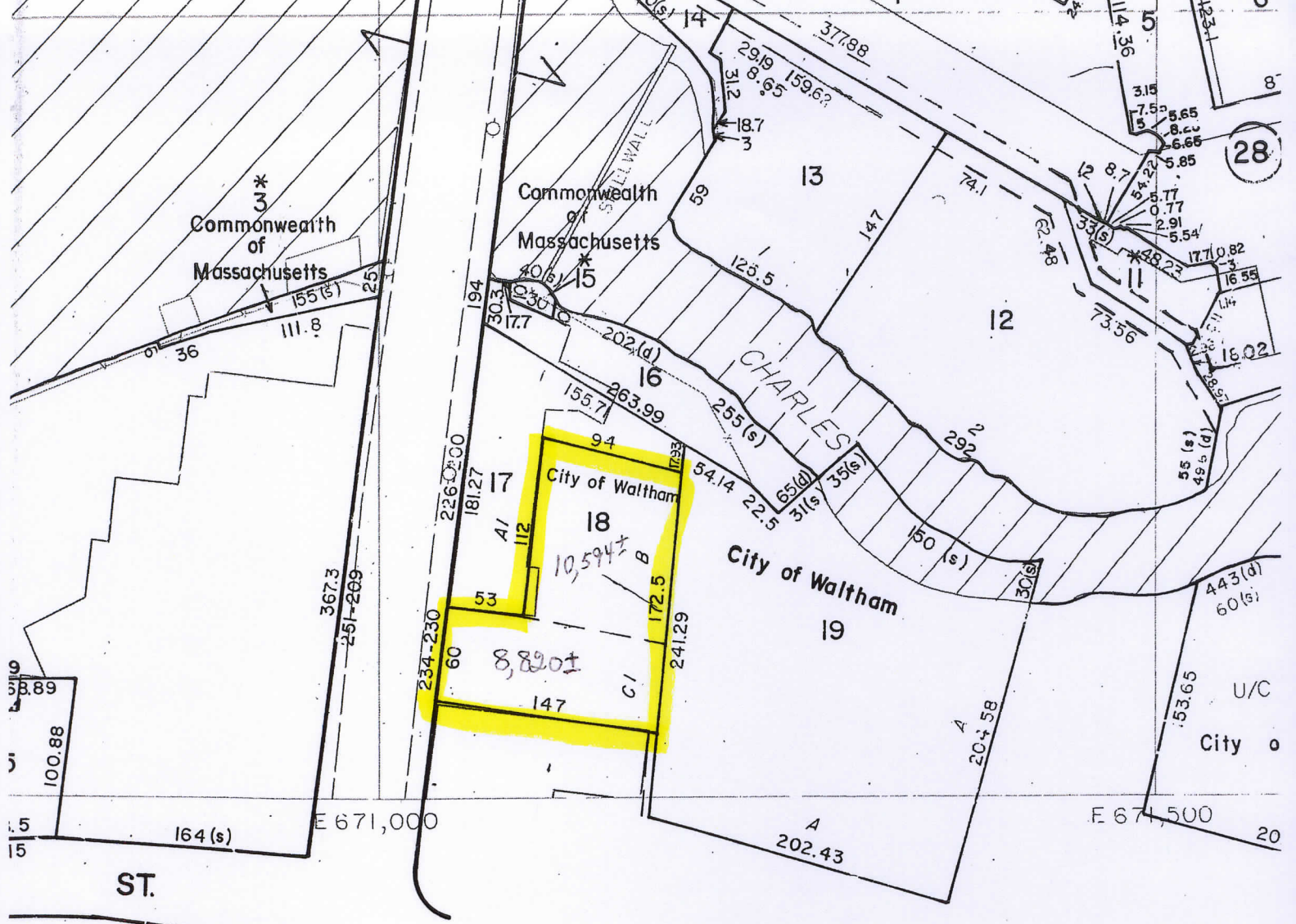
DATE: July 14, 2016
TO: Mayor McCarthy
FROM: Joseph R. Goode
Chairman Board of Assessors
RE: Air Rights 230-234 Moody Street

The property located at 230-234 Moody Street (Parcel ID: R060-028-0018) assessed and owned by the City of Waltham, contains 19,414 square feet of land shown on the attached Assessors Atlas plan. The atlas plan shows Lot C1 which is Embassy Park containing 8,820 square feet +/- of land and shows lot B as 10,594 +/- square feet of land. The parking deck for air right purposes will be constructed above the 10,594 +/- square foot portion of land. The parking deck will consist of 30 parking spaces.

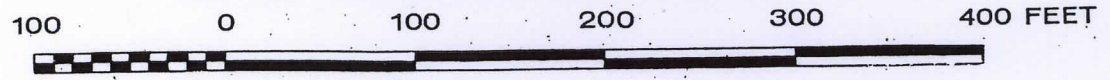
In order to develop a Lease amount for the Parking Deck I looked at Apartment Building parking space rentals. Cronin's Landing at 227 Moody Street and Current on The Charles located at 36 River Street are averaging \$100.00 per month for each parking space. The lease amount for the air right portion of the parking deck is as follows:

30 parking spaces @100.00 = \$ 3,000.00 per month
\$36,000.00 per year

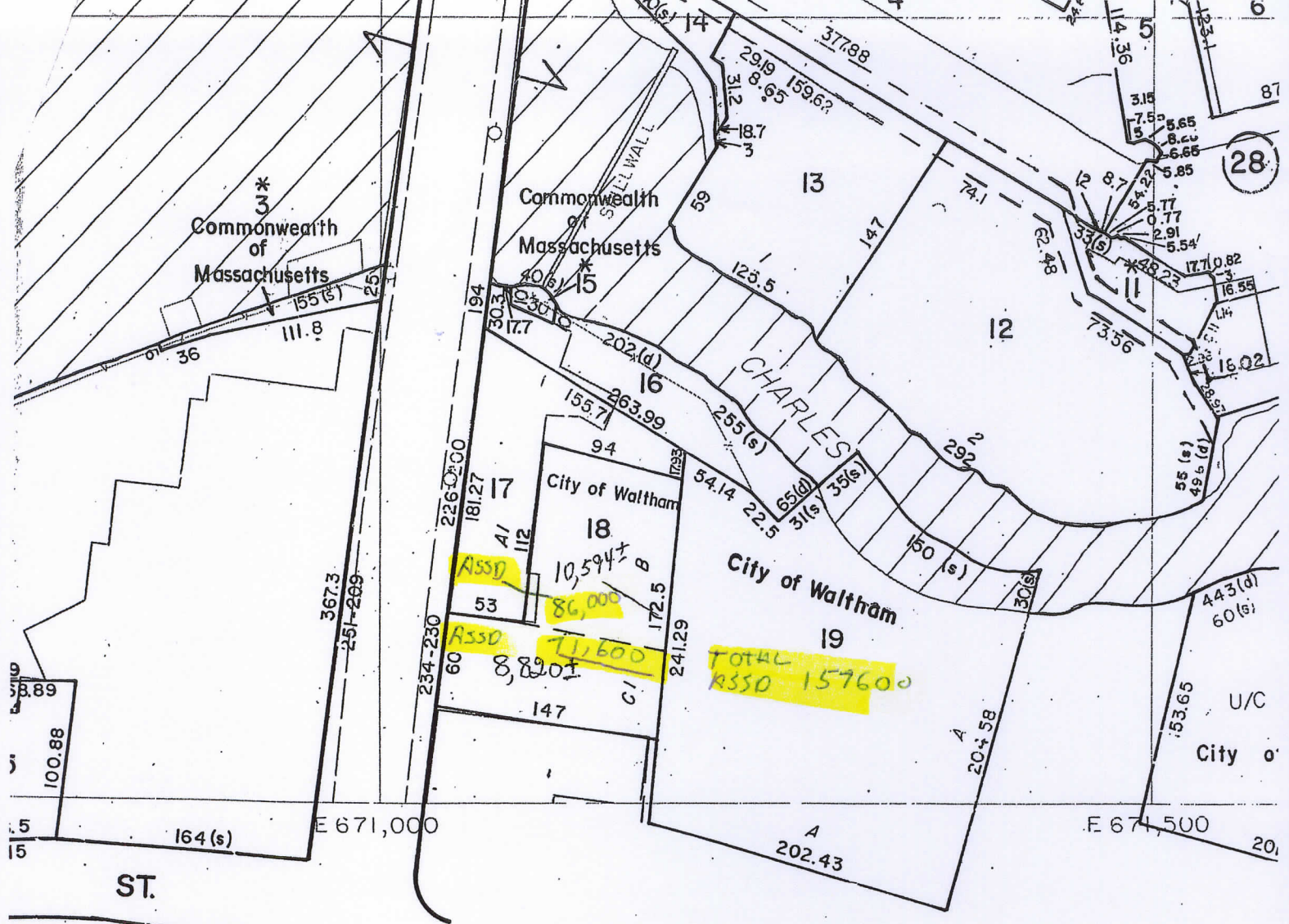
If you need additional information or have any questions please contact me.



SCALE 1:1200 (1 INCH = 100 FEET)

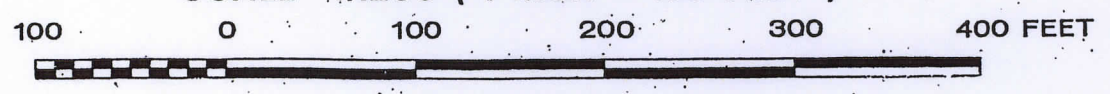


GRID BASED ON MASSACHUSETTS STATE PLANE COORDINATE SYSTEM



69

SCALE 1:1200 (1 INCH = 100 FEET)



GRID BASED ON MASSACHUSETTS STATE PLANE COORDINATE SYSTEM

MINUTES OF THE TRAFFIC COMMISSION MEETING
HELD: MAY 19, 2016 AT 10:00 A.M.
HENRY HOOVER COMMITTEE ROOM, CITY HALL

The minutes of the previous meeting were voted as accepted.

1. PETITIONED ITEMS:

A. Gore Street – Traffic Calming

Councillor Marchese is supporting this request from numerous residents in the area regarding truck traffic and speeding. Resident Mr. Carmen Caira spoke in favor of this petition. He spoke of the heavy trucks using the street at 3:30 am, which has many potholes and dips which make the truck excessively noisier than in the daytime. There is constant speeding, passing School Buses and many of the signs in the area need to be updated. Councilor LeBlanc also spoke on behalf of the neighbors for some relief of these upsetting issues.

In 2002, the Commission was asked to consider a Night Truck Restriction. No alternate route could be determined. The area south of Gore Street is zoned Commercial and Industrial. Due to the width of Gore Street it is ideal for truck traffic versus the narrower residential streets that an alternative route could bring. Mr. Caira felt that trucks should use the Elm Street / River Street route that is used by eastbound traffic heading to his area.

Voted to request the Police Department conduct a Speed Survey on Gore Street. Traffic Engineering will review the signage and update signs as needed. If an alternative route for the westbound trucks can be found then a truck survey will be conducted for a possible truck exclusion.

B. Charles Street Avenue – Removal of No Parking Regulation

Councillor Logan is requesting that the current No Parking restriction be removed. The Traffic Commission reviewed the request to remove the restriction in October 2015. The street is too narrow to allow fire apparatus access to houses. **Voted to deny this request**

C. Edinburg Center – Rock Into Recovery 5K

Ms. Gail Rogers, Director of Development at The Edinburg Center is requesting permission to hold this event on Saturday, September 24th. **Voted to recommend a permit be issued.**

D. Lexington Street Upgrade for bicycle and pedestrian use with multiuse path.

Mr. Leo Keightley submitted a petition signed by numerous Waltham, Lexington and surrounding residents to propose this idea. The existing cross section of Lexington Street north of Totten Pond Road is typically four lanes (two in each direction). The lanes are narrow, and speeds are relatively high. Traffic Engineer Mr. Garvin proposed that from Curve Street to Lake Street one northbound, and two southbound. He further proposed that Lake Street to Stearns Hill Road which should have one lane in each direction, and a center turn lane. With this configuration bike lanes could be added. The section from Jack's Way, south entrance to the High School, to the north exist of the High School has a median. The median should be removed and an overhead mast arm for the traffic signal should be installed. The removal of the median would allow the continuation of the two southbound lanes and a bike lane.

Commission member Mr. Magno expressed concerns that this is a major change in the movement of traffic along a very busy street and caution should prevail. Member Mr. Chiasson stated that resurfacing of Lexington Street is expected to start in early July (Lexington line

southward). Member Mr. Kelly opposed the removal of the median strip and a new mast arm for the signals.

Voted to approve the revised pavement markings along Lexington Street, adding a bike lane in each direction between Stearns Hill Road and Curve Street. Stripe one though lane in each direction, with a second southbound lane south of Lake Street, and center turn lane north of Lake Street. Remove the median near Jack's Way to allow for the proposed pavement markings.

Additional vote - T.E. Mr. Garvin is to seek funding from Infrastructure Accounts to replace the traffic signal mast arm and removal of the median at Jack's Way. The C.P.W. Director will be asked to have the lanes painted as part of the re-surfacing of Lexington Street. Traffic Commission voted as a contingency to revise the pavement markings as described above even if the median is not removed.

E. 699 Main Street – Relocation of Disabled Parking Space

Mr. Anver Shaikh, owner of Waltham Smoke and Convenience located at 699 Main St. is requesting the existing Disabled Parking space be relocated. **Voted to remove the HP space instead of relocation.**

F. Transportation Master Plan Presentation

McMahan Associates presented their Transportation Master Plan recommendations. Ms. Maureen Chlebek, Ms. Allison Luff and Ms. Chish Apicella of McNMahon Associates gave a progress report on recommendations.

G. Transfer Off-Street Parking Commission Duties to Traffic Commission

Mayor McCarthy has submitted the City Council Order # 33441 transferring the duties of the Off-Street Parking Commission to the Traffic Commission (Chapter 2, Article XX Off Street Parking Commission is abolished and duties transferred to the Traffic Commission). **Information only**

H. Embassy Parking Lot Air Rights

Mayor McCarthy is seeking Traffic Commission determination of whether it has any need for the air rights over the small parking section behind 200 Moody Street. **Voted to approve the request and declare the air rights "surplus" with no future needs for the air rights in this small parking lot section behind #200 Moody Street, provided that a minimum clearance of at least 8'-6" is maintained to all existing surface parking spaces in the lot.**

2. TABLED ITEMS: Items A – E – F – H were voted to be removed from the Table

A. Highland St. "Spur" at Curtis St. – Removal of "No Right Turn" Restriction (9/12)(10/12)
Councilor Logan adamantly opposed removing the restriction. The Commission will review again after the improvements are made to Highland/Curtis to see if the accident rate is reduced and to compare the accident rates prior to 2010 when this restriction was installed. **Voted to re-table**

- B. Main Street at Warren Street – Proposed Pedestrian Signal (10/13)
- C. Prentice/Plympton/Tomlin/Irving – Traffic Calming (6/15)(9/15)(11/15)(12/15)
- D. Valet Parking in Downtown Area (11/15)

E. Forest Street – Crosswalks and Bicycle Markings (11/15)

Voted to direct Traffic Engineering conduct a study of the existing crosswalks to determine whether it is advisable to place a Rectangular Rapid Flashing Beacon (RRFB) or any other