

**MINUTES****REGULAR MEETING**

Honorable Bernard C. "Jack" Young, President  
Honorable Catherine E. Pugh, Mayor  
Honorable Joan M. Pratt, Comptroller and Secretary  
Rudolph S. Chow, Director of Public Works  
Andre M. Davis, City Solicitor  
Dana P. Moore, Deputy City Solicitor  
S. Dale Thompson, Deputy Director of Public Works  
Bernice H. Taylor, Deputy Comptroller and Clerk

President: "Good morning. The December 12, 2018 meeting of the Board of Estimates is now called to order. In the interest of promoting the order and efficiencies of these hearings, persons who are disruptive to the hearings will be asked to leave the hearing room immediately. Meetings of the Board of Estimates are open to the public for the duration of the meeting. The hearing room must be vacated at the conclusion of the meeting. Failure to comply may result in a charge of trespassing. I will direct the Board members attention to the Memorandum from my office dated December 10, 2018, identifying matters to be considered as routine agenda items together with any corrections and additions that have been noted by the Deputy Comptroller. I will entertain a Motion to approve all of the items contained on the routine agenda."

MINUTES

City Solicitor: "I so move, Mr. President."

Comptroller: "I Second."

President: "All those in favor say AYE. All opposed, NAY. The Motion carries. The routine agenda has been adopted."

\* \* \* \* \*

**MINUTES**

Mayor's Office of Criminal Justice - Grant Award

**ACTION REQUESTED OF B/E:**

The Board is requested to approve acceptance of a Grant Award from the U.S. Department of Justice. The period of the Grant Award is October 1, 2017 through September 30, 2021.

**AMOUNT OF MONEY AND SOURCE:**

\$800,230.00 - 4000-426819-2255-793400-600000

**BACKGROUND/EXPLANATION:**

This grant award, JAG 14 #2018-DJ-BX-1020 will provide funding to continue supporting crime reduction and prevention strategies. Additionally, the grant funding will enable the Baltimore Police Department to aim to reduce violent crime while continuing the commitment to community-based crime prevention programs. The partners included in this award are the Mayor's Office of Criminal Justice, the Baltimore Police Department, the State's Attorney Office, the Circuit Court for Baltimore City, the Department of Housing and Community Development, and the University of Maryland Medical Systems Shock Trauma.

The Grant Award is late because of the late receipt of award documents.

**APPROVED FOR FUNDS BY FINANCE.**

**AUDITS REVIEWED THE SUBMITTED DOCUMENTATION AND FOUND THAT IT CONFIRMED THE GRANT AWARD.**

UPON MOTION duly made and seconded, the Board approved acceptance of the Grant Award from the U.S. Department of Justice.

The Mayor **ABSTAINED.**

MINUTES

PERSONNEL MATTERS

\* \* \* \* \*

UPON MOTION duly made and seconded,

the Board approved

all of the Personnel matters

listed on the following pages:

4908 - 4941

All of the Personnel matters have been approved

by the EXPENDITURE CONTROL COMMITTEE.

All of the contracts have been approved

by the Law Department

as to form and legal sufficiency.

The Board also **NOTED** the adjustments of the salary classes

in item nos. 15 a., b., c., d., e., f., and g that  
are in compliance with the law effective January 1. 2019.

The Mayor **ABSTAINED** on item no. 15 a. The President  
**ABSTAINED** on item nos. 15 b., d., and e. The Comptroller  
**ABSTAINED** on item nos. 6 a. and b. and item no. 15 c.

MINUTES

PERSONNEL

Circuit Court

- 1. Create the following position:

Classification: Court Secretary I  
 Job Code: 00812  
 Grade: 091 (\$46,787.00 - \$56,927.00)  
 Position No.: To be determined by BBMR

There are no costs associated with this action

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 200-4.

Environmental Control Board

	<u>Hourly Rate</u>	<u>Amount</u>
2. <b>LAYLA SAID</b>	\$90.00	<b>\$76,950.00</b>
Account: 1001-000000-1170-138600-601009		
3. <b>DEBYN W. PURDIE</b>	\$90.00	<b>\$76,950.00</b>
Account: 1001-000000-1170-138600-601009		

They will work as a Contract Services Specialist II. Their duties will include, but are not limited to conducting hearings to make preliminary determinations as to whether citations issued by City Enforcement Officers comply with the Code, the Environmental Control Board rules, and relevant court decisions. The hearings will be conducted under oath, requiring testimony and the presentation of evidence by City Enforcement Officers and other witnesses as requested. Documentation of findings are entered into the database during the course of the hearings or immediately thereafter. If a finding cannot be immediately made, the Contract Services Specialist II will provide a written finding within thirty

**MINUTES****PERSONNEL**Environmental Control Board - cont'd

days of the completion of the hearing. Additionally the incumbent completes and provides a Disposition Sheet to the respondent and issuing agency when requested, ensures that the recording equipment is operating prior to each hearing, reviews written requests from the public and provides a written response. The period of the agreement is effective upon Board approval for one year.

Department of Finance4. Reclassify the following vacant position:

Position No.: 35635

From: Real Estate Agent I  
Job Code: 33711  
Grade: 089 (\$45,660.00 - \$55,436.00)  
Position: 35635

To: Program Coordinator  
Job Code: 31192  
Grade: 923 (\$60,655.00 - \$97,277.00)

There are no costs associated with this action.

This is an administrative correction to Project No. 100-19, which was reclassified during the August 21, 2018 ECC meeting. This position will now be reclassified to a Program Coordinator due to the Agency submitting additional information to support their request. The position will coordinate the activities of the Vendor Management Unit.

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 200-4.

**MINUTES****PERSONNEL**Fire Department5. Reclassify the following filled position:Position No.: 2151-44242

From: IT Division Manager  
 Job Code: 10241  
 Grade: 942 (\$90,619.00 - \$149,401.00)  
 Position: 2151-44242

To: Operations Manager II  
 Job Code: 00091  
 Grade: 942 (\$90,619.00 - \$149,401.00)

Costs: \$0.00 - 1001-000000-2151-776500-601001

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 200-4.

Fire and Police Employees' Retirement Systems6. a. Create the following new Civil Service Classes:

From: Fire & Police Benefits Analyst I  
 Job Code: 33646  
 Grade: 904 (\$47,858.00 - \$76,573.00)

To: Fire & Police Benefits Analyst II  
 Job Code: 33647  
 Grade: 907 (\$56,390.00 - \$90,307.00)

From: Fire & Police Benefits Analyst Supervisor  
 Job Code: 33649  
 Grade: 927 (\$64,505.00 - \$103,208.00)

**MINUTES****PERSONNEL**Fire and Police Employees' Retirement Systems - cont'd

To: Fire & Police Benefits Manager  
Job Code: 33650  
Grade: 931 (\$73,868.00 - \$118,085.00)

b. Reclassify the following positions:

From: Retirement Benefits Analyst I  
Job Code: 33631  
Grade: 089 (\$45,660.00 - \$55,436.00)  
Job Numbers: 12059, 47208, 12060, 47209

To: Fire & Police Benefits Analyst I  
Job Code: 33646  
Grade: 904 (\$47,858.00 - \$76,573.00)

From: Retirement Benefits Analyst II  
Job Code: 33632  
Grade: 904 (\$47,858.00 - \$76,573.00)  
Job Numbers: 46408, 46407

To: Fire & Police Benefits Analyst II  
Job Code: 33647  
Grade: 907 (\$56,390.00 - \$90,307.00)

From: Retirement Benefits Analyst Supervisor  
Job Code: 33635  
Grade: 927 (\$64,505.00 - \$103,208.00)  
Job Numbers: 52112, 47207, 12055

To: Fire & Police Benefits Analyst Supervisor  
Job Code: 33649  
Grade: 927 (\$64,505.00 - \$103,208.00)

From: Retirement Benefits Manager  
Job Code: 33636  
Grade: 931 (\$73,868.00 - \$118,085.00)  
Job Number: 47190

**MINUTES****PERSONNEL**Fire and Police Employees' Retirement Systems - cont'd

To: Fire & Police Benefits Manager  
 Job Code: 33650  
 Grade: 931 (\$73,868.00 - \$118,085.00)

Cost: \$12,526.00 - 6000-604119-1540-171400-601001

The Department of Human Resources reviewed the request from Fire and Police Employee Retirement Systems for the compensation for the classification of Retirement Analyst I, Job Code 33631, Grade 089, (\$45,600.00 - \$55,436.00 and Retirement Analyst II, Job Code 33632, Grade 904 (47,858.00 - \$76,573.00). The Department of Human Resources found that out of six jurisdictions surveyed and based on the average salary for comparable classification in the surrounding jurisdictions, there was sufficient justification to adjust the salaries for the classes of Retirement Benefits Analyst I and II).

These positions are to be considered Positions of Trust in accordance with the policy outlined in the Administrative Manual, Section 200-4.

Department of General Services7. Classify the following filled position:

From: New Position  
 Job Code: 90000  
 Grade: 900 (\$1.00 - \$204,000.00)  
 Position No.: 1982-51952

To: Administrative Analyst II  
 Job Code: 31312  
 Grade: 923 (\$60,655.00 - \$97,277.00)

Cost: \$85,354.00 - 2029-000000-1982-752300-601001

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 200-4.

MINUTES

PERSONNEL

Department of General Services - cont'd

8. Reclassify the following filled position:

From: Program Coordinator  
Job Code: 31192  
Grade: 923 (\$60,655.00 - \$97,277.00)  
Position No.: 1982-50723

To: Historic Preservation Officer  
Job Code: 74195  
Grade: 929 (\$68,562.00 - \$109,554.00)

Cost: \$8,360.00 - 2029-000000-1982-750800-601001

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 200-4.

	<u>Hourly Rate</u>	<u>Amount</u>
9. <b>JAPP HAYNES</b>	\$22.09	<b>\$41,971.00</b>

Account: 2029-000000-1982-752300-601009

Mr. Haynes will continue to work as a Contract Services Specialist II. Mr. Haynes will create interior images of City-owned buildings for emergency, space planning and real estate purposes; develop a Standard Operating Procedure for critical 360 step-by-step guides; create Revit Models for Internal Services Funds buildings and other City-owned buildings assigned. He will assist Architects with building verifications to gather specific data such as square footage, assets and emergency equipment; create or edit CAD drawings for internal Archibus System; and conduct field surveys in order to make changes to information gathered and the final stage of inputting these changes into the internal systems. This is a 5% increase from the previous contract. The period of the agreement is effective upon Board approval for one year.

**MINUTES****PERSONNEL**Health Department10. Create the following position:

Classification: Operations Officer II  
Job Code: 31110  
Grade: 927 (\$64,505.00 - \$103,208.00)  
Position No.: To be assigned by BBMR

Cost: \$92,868.41 - 1001-000000-3001-262400-601001

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 200-4.

11. Create the following position:

Classification: Public Health Representative Supervisor  
Job Code: 42563  
Grade: 927 (\$64,505.00 - \$103,208.00)  
Position No.: To be assigned by BBMR

Cost: \$92,868.41 - 4000-499018-3023-513200-401001

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 200-4.

12. Create the following position:

Classification: Program Assistant II  
Job Code: 81323  
Grade: 084 (\$37,741.00 - \$45,044.00)  
Position No.: To be assigned by BBMR

Cost: \$59,097.59 - 5000-521119-3023-274000-601009

**MINUTES****PERSONNEL**Health Department - cont'd

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 200-4.

	<u>Hourly Rate</u>	<u>Amount</u>
13. <b>DARRYL D. BURRELL</b>	\$19.00	<b>\$24,700.00</b>

Account: 1001-000000-3023-274000-601009

Mr. Burrell will work as a Contract Services Specialist II. His duties will include but are not limited to conducting strategic outreach in high-risk communities, establishing relationships with community stakeholders and promoting opportunities for collaboration, facilitating overdose prevention and response training, making referrals to drug treatment for people suffering from substance use disorders and conducting health and harm reduction education and counseling. The period of the agreement is December 5, 2018 through June 30, 2019.

Department of Housing and Community Development14. Reclassify the following filled position:

From: HR Assistant II  
Job Code: 33683  
Grade: 085 (\$38,926.00 - \$46,904.00)  
Position No.: 14883

To: HR Generalist I  
Job Code: 33676  
Grade: 088 (\$43,855.00 - \$53,134.00)

Cost: \$8,000.00 - 1001-000000-1773-180000-601001

**MINUTES****PERSONNEL**

Dept. of Housing and Community Development - cont'd

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 200-4.

Department of Human Resources

15. Adjust the salary of the following classifications,  
effective January 1, 2019:

a. Classification: Mayor

Job Code: 00100

From: Grade 88E (\$180,324.00)

To: Grade 88E (\$184,832.00)

b. Classification: President City Council

Job Code: 01165

From: Grade 87E (\$119,402.00)

To: Grade 87E (\$122,387.00)

c. Classification: Comptroller

Job Code: 00740

From: Grade 87E (\$119,402.00)

To: Grade 87E (\$122,387.00)

d. Classification: Vice President City Council

Job Code: 01167

From: Grade 83E (\$76,760.00)

To: Grade 83E (\$78,679.00)

e. Classification: Council Member

Job Code: 01166

From: Grade 81E (\$69,450.00)

To: Grade 81E (\$71,186.00)

**MINUTES****PERSONNEL**

DHR - cont'd

f. Classification: Chairman Liquor Board  
Job Code: 00290  
From: Grade 89A (\$31,230.00)  
To: Grade 89A (\$32,011.00)

g. Classification: Commissioner Liquor Board  
Job Code: 00286  
From: Grade 88A (\$30,692.00)  
To: Grade 88A (\$31,459.00)

Costs: To be determined by BBMR.

**BACKGROUND/EXPLANATION:**

Council Bill 04-0007, established the Compensation Commission for Elected Officials. The Commission's recommendation concerning the compensation of elected officials was codified in Council Bill 07-0612. This bill passed the Baltimore City Council in December 2007 and authorizes pay increases for the Mayor, Comptroller, President City Council, Vice President City Council, and Council members. The terms of the legislation stipulate that elected officials are entitled to receive an annual salary increase equal to 2.5% of their respective salaries only if at least one of the following employee groups, i.e. AFSCME, CUB, FOP, IAFF, or MAPS receive an increase in compensation during the fiscal year that began the preceding July. AFSCME, CUB, IAFF and MAPS received 2% cost of living adjustments effective July 1, 2018.

The Senate Bill 846 and House Bill 831 stipulates adjustments to salaries of the classes of Chairman and Commissioner of the Liquor Board based on the cost of living increases available to members of City Council.

**MINUTES****PERSONNEL**

DHR - cont'd

Therefore, the Board is requested to **NOTE** that the adjustments of the above classes that are in compliance with the law and are effective January 1, 2019. Although not required by Council Bill 07-0612, the Department of Human Resources, in an effort to be fully transparent, has presented the salary increases to the Board of Estimates.

16. Reclassify the following two filled positions:

From: Sr. HR Business Consultant  
Job Code: 10287  
Grade: 931 (\$73,868.00 - \$118,085.00)  
Position Nos.: 51120 and 47492

To: Operations Officer V  
Job Code: 00089  
Grade: 936 (\$80,735.00 - \$129,114.00)  
Position Nos.: 51120 and 47492

Cost: \$26,650.00 - 1001-000000-1603-172500-601001

These positions are to be considered Positions of Trust in accordance with the policy outlined in the Administrative Manual, Section 200-4.

17. Reclassify the following vacant position:

From: HR Business Partner  
Job Code: 07371  
Grade: 931 (\$73,868.00 - \$118,085.00)  
Position No.: 50265

To: HR Generalist II  
Job Code: 33677  
Grade: 923 (\$60,655.00 - \$97,277.00)  
Position No.: 50265

Cost Savings: (\$40,270.00) - 1001-000000-1603-172500-601001

**MINUTES****PERSONNEL**Department of Law18. Reclassify the following filled position:

From: Assistant Solicitor  
 Job Code: 10198  
 Grade: 929 (\$68,562.00 - \$109,554.00)  
 Position No.: 15541

To: Operations Manager II  
 Job Code: 00091  
 Grade: 942 (\$90,619.00 - \$149,401.00)  
 Cost: \$12,919.00 - 1001-000000-1752-175200-601001

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 200-4.

Mayor's Office of Criminal Justice (MOCJ)

	<u>Hourly Rate</u>	<u>Amount</u>
19. <b>WENDY LEE</b>	\$45.85	<b>\$ 83,449.60</b>

Account: 4000-401418-2254-785400-600000

Ms. Lee will continue to work as Contract Services Specialist II. She will oversee the operation of the Visitation Center, prepare documents, spaces and staff for shifts, communicate with on-site security, monitors and volunteers, and phone clients in preparation for visitations/exchanges during shifts to ensure safe service provision. Ms. Lee will supervise part-time staff during shifts and outside hours including making decisions during shifts based on safety and client needs, perform client intakes, create client service agreements, create and maintain files and records of client contacts and any safety concerns that arise during a visitation or exchange,

**MINUTES****PERSONNEL**MOCJ - cont'dHourly RateAmount

and coordinate with staff security throughout the week and during shifts. In addition, she will hire and compose staff contracts, create and conduct training, track staff invoices, create staff and client schedules, track and implement budgeting plans, facilitate quarterly meetings, consult with partners regarding policies, and seek to collaborate when troubleshooting issues arise, etc.

The hourly rate and number of annual hours has increased since Ms. Lee's FY18 contract in order to retain experienced and talented staff. This is a 31% increase in the hourly rate and an increase of 260 hours from the previous contract period. The current rate is designed to sustain two part-time evening employees with full-time commitments during the day. The Visitation Center will be under the direction of a Program Director with the ability to dedicate 35 hours weekly, the program has significant increases in intakes and referrals. The period of the agreement is effective upon Board approval for one year.

20. <b>DARNELL PENN</b>	\$20.00	\$ 8,000.00
21. <b>WANDA ASHLEY</b>	\$20.00	\$ 4,000.00
22. <b>ANN MYERS</b>	\$20.00	\$ 4,000.00
23. <b>CHERYLE FRALING</b>	\$20.00	\$ 8,000.00
24. <b>WANDA CARTER</b>	\$30.00	\$ 12,000.00

Ms. Carter will also work as a Shift Supervisor.

**MINUTES****PERSONNEL**MOCJ - cont'd

	<u>Hourly Rate</u>	<u>Amount</u>
25. <b>ANN TINDALL</b>	\$30.00	<b>\$ 12,000.00</b>

Ms. Tindall will also work as a Shift Supervisor.

Account: 4000-401418-2254-785400-600000

The above-listed individuals will each continue to work as a Contract Services Specialists II in the Visitation Center. They will act as Monitors to observe visitation sessions between visiting parents and children for several families simultaneously, intervene as necessary during visits or exchanges to address any concerns that arise with parents and/or children, and keep accurate and complete records of any safety concerns or potential problems that come up during a visitation session. They will meet with parents and/or children before and after visits to check in with them and refer them to needed services or programs, maintain clear and consistent communication with the on-site supervisor, on-site police, other monitors, and volunteers by phone, email or in person, and coordinate the safety of visits by being available to accompany individuals wherever needed in and around the building. In addition, they will maintain client files, maintain personal timesheets and invoices, discuss case progress and concerns with supervisors as well as attend occasional meetings about case status and other center operational issues, and comply with all Visitation Center policies and procedures, including confidentiality, safety, mandates reporting procedures, administrative and operational duties, as needed.

As Shift Supervisors, Meses. Carter and Tindall will oversee the coordination of operations including the supervision of the Visitation Center and Exchange Monitors, ensure the completion of the safety assessment at the Visitation Center before services are



**MINUTES****PERSONNEL**MOCJ - cont'dHourly RateAmount

Visitation Center and Exchange Monitors, ensure the completion of the safety assessment at the Visitation Center before services are rendered each day, and know the daily schedule of families served and pertinent information regarding visitation and exchange circumstances for that day. Ms. Cunningham will prepare the Monitors for the daily visitations and exchanges and provide all information regarding the specific services that day, facilitate the arrival and departures of all clients, and ensure the proper coverage at entrances, waiting areas, and visitation areas.

She will also communicate with on-site police, Monitors, and volunteers, provide guidance to staff to assist them in properly and effectively providing services, make decisions regarding any concerns about or changes in the provision of services as they arise, and keep accurate and complete records of any safety concerns or potential problems arising during a visitation session. In addition, Ms. Cunningham will act as the Custodian of Records while at the Visitation Center, facilitate the supervision of Monitors outside of service hours, prepare spaces for use by the Visitation Center, and restore the spaces for use by others. She will attend preliminary trainings once hired, as well as some continued trainings as they arise. She will maintain any records or documents pertaining to work covered under this agreement in her possession, and solely retain and store them at the Visitation Center and comply with the Visitation Center's policies and procedures. This is a 3% decrease in the hourly rate from the previous contract period. The period of the agreement is effective upon Board approval for one year.

27. **ELISE GILLESPIE** \$50.00 **\$ 78,000.00**

Accounts: 6000-607118-2251-763300-600000  
1001-000000-2251-247700-603026

**MINUTES****PERSONNEL**MOCJ - cont'dHourly RateAmount

Ms. Gillespie will work as a Contract Services Specialist II. She will manage and coordinate the multi-agency collaborative phases of CitiWatch, which includes representatives from the Baltimore City Police Department (BPD), the Baltimore City Information Technology (BCIT), the Mayor's Office of Criminal Justice, and the Housing Authority of Baltimore City (HABC). Ms. Gillespie will manage all phases of CitiWatch expansion projects from multiple funding sources and function as a liaison between the participating agencies and all external parties to ensure projects are meeting the appropriate deadlines. She will develop project budgets, schedules, work plans, and cost estimates for new projects, monitor contracts to ensure conformance with approved plans and contract specification, and create requisitions/purchase orders for ongoing maintenance, new projects, emergency repairs and camera monitoring.

She will also prioritize projects based on financial feasibility and the needs surrounding public safety issues, provide updates for projects as required by the Director or grant requirements, and participate in bi-weekly meetings with all relevant stakeholders for project updates and troubleshooting issues related to camera maintenance.

In addition, Ms. Gillespie will coordinate with the MOCJ and the BPD regarding the expansion of new technologies utilized by the BPD, including license plate readers and gunshot detection, manage multiple public safety-related contracts with outside vendors, issue purchase orders, manage quotes and invoices, reconcile receipts and payments, and maintain a close liaison with City user agencies in regards to services provided by outside vendors. This is a 25% increase in the hourly rate from the previous contract period. The period of the agreement is effective upon Board approval for one year.

MINUTES

PERSONNEL

Mayor's Office of Human Services

28. Create the following position:

Classification: Social Services Coordinator  
Job Code: 81171  
Grade: 084 (\$37,741.00 - \$45,044.00)  
Position No.: To be determined by BBMR

The creation of this position is essential to the implementation of the Housing Opportunities for Persons with HIV/AIDS (HOPWA) Modernization Act.

Cost: \$56,098.00 - 4000-490919-3573-763200-601001

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 200-4.

Department of Planning

29. **CHRISTIAN O'NEILL** \$25.00 **\$ 35,000.00**

Account: 1001-000000-1873-187400-601001

Christian O'Neill will work as a Contract Services Specialist II. He will produce projections for the ongoing Baltimore City Population Forecast, including household, employment, and population, support analysis, verification, and validation of the ES202 file of significant employers in the City for the Baltimore Metropolitan Council. In addition, Christian O'Neill will manage Census demographic data for consumption through custom-made databases and application models, provide analysis for the Department of Planning initiatives, such as INSPIRE and the Baltimore Green Network, provide mapping support for the Mayor's Office, the City Council, and other City Agencies, as well as other Department projects;



## MINUTES

PERSONNELPolice Department - cont'd

	<u>Hourly Rate</u>	<u>Amount</u>
31. <b>YOLANDA BEVANS</b>	\$20.19	<b>\$ 42,000.00</b>

Account: 1001-000000-2042-198100-601009

Ms. Bevans, retiree, will continue to work as a Contract Services Specialist I. She will monitor the use of force coordinator file within the Blue Team, review closed files for conformity opinion and approval of the Commanding Officer, and re-route reviews without conformity opinion or approval to commands for closure. Ms. Bevans will also notify Division Chiefs, Inspectors, the Internal Audit Commander and the Inspector General of command reviews beyond a 30-day period of the Blue Team initial reporting, transfer and close all reviews from the Blue Team until IAPro, and serve as clerical assistant to the Use of Force Assessment Unit supervisor. She will ensure accuracy and completeness of paperwork, and handle all inquiries from Commanders related to Command reviews within the districts. This is the same hourly rate as in the previous contract period. The period of the agreement is April 1, 2019 through March 31, 2020.

32. <b>MICHAEL F. BAPTIST</b>	\$20.19	<b>\$ 42,000.00</b>
-------------------------------	---------	---------------------

Account: 1001-000000-2042-198100-601009

Mr. Baptist, retiree, will continue to work as a Contract Services Specialist I. He will conduct pre-employment investigations of sworn and civilian applicants, conduct local, state, national record, and warrant checks. Mr. Baptist will investigate references and perform neighborhood canvasses, interview applicants and gather all vital information, summarize investigations into a pre-employment file, process background investigations for promotional candidates including records checks, gather recommendations, and summarize the previous work history of the candidates. This is the same hourly rate as in the previous contract period. The period of the agreement is April 6, 2019 through April 5, 2020.

## MINUTES

PERSONNELPolice Department - cont'd

	<u>Hourly Rate</u>	<u>Amount</u>
33. <b>HARRY G. HARCUM</b>	\$20.19	<b>\$ 42,000.00</b>
Account: 1001-000000-2010-197600-601009		
The period of the agreement is March 28, 2019 through March 27, 2020.		
34. <b>ERIC H. OSWALD</b>	\$20.19	<b>\$ 42,000.00</b>
Account: 1001-000000-2044-220000-601009		
The period of the agreement is December 9, 2018 through December 8, 2019.		
35. <b>KENNETH R. JONES</b>	\$20.19	<b>\$ 42,000.00</b>
Account: 1001-000000-2044-220000-601009		
The period of the agreement is December 23, 2018 through December 22, 2019.		

Messrs. Harcum, Oswald, and Jones, retirees, will each work as a Contract Services Specialist I. They will be responsible for the entry and accurate retention of all property that is retained by the Department and several surrounding agencies, receiving property and evidence submissions from police officers and lab personnel, and ensuring the accuracy and completeness of paperwork, and entering it into the evidence tracking system. In addition, Messrs. Harcum, Oswald, and Jones will release property to personnel for further examination and evidence for court, update the evidence tracking system for chain of custody and document locations, release property to the public and document the same in the evidence tracking system, and lift and handle the evidence submitted to the Evidence Control Unit.

**MINUTES****PERSONNEL**Police Department - cont'dHourly RateAmount

Mr. Harcum's contract is a renewal and has an increase of 40% in the hourly rate from the previous contract period of \$14.42 per hour to \$20.19 per hour. The hourly rate of \$14.42 per hour had remained static for many years and had not increased with the cost of living or with the continued dedication and performance of retired police officers. The Baltimore Police Department lags behind surrounding jurisdictions in pay for retired officers. Baltimore County hires retirees at \$24.00 per hour, as well as other Police Departments hire retirees at a rate commensurate with the job responsibilities, skills and institutional knowledge that a retiree brings to the position.

The contracts for Messrs. Oswald and Jones are new contracts.

The Consent Decree will require the Department to hire individuals from many contractual positions to ensure implementation and compliance. These positions will require varying skill sets that were not required before. Therefore, the Department needs to provide higher salaries to attract and maintain skilled staff. The increase in pay from \$14.42 per hour to \$20.19 is essential to maintain key retired officers in essential positions, such as the above-listed retirees, as well as providing an appropriate hire rate for newly placed retired officers.

36. <b>JOHN H. CROMWELL</b>	Annual Salary	<b>\$ 90,000.00</b>
		<b>(Not-to-exceed)</b>

Account: 1001-000000-2041-776700-601001

Mr. Cromwell, retiree, will work as a Contract Services Specialist I. He will train new recruits and veteran officers in Use of Force policies, strategies and techniques provide expert training in the areas of force, defensive tactics, firearms training, less lethal, and de-escalation techniques. Mr. Cromwell will review all Use of Force policies and lesson plans for consistency, recommend and ensure promising

**MINUTES****PERSONNEL**Hourly RateAmountPolice Department - cont'd

practices are being taught, and draft new training curriculum based on professional policing developments. In addition, he will testify at all court levels as a Use of Force expert, develop strategic plans for future training building upon current Use of Force and de-escalation techniques, and review Use of Force reports to determine training needs for the Department. The Department is requesting a waiver of the AM 212-1, Part I, pertaining to the rate of pay and the work hours. The period of the agreement is effective upon Board approval for one year.

37. **TINA M. BOGGAN-CAMARA**                      \$21.63                      **\$ 45,000.00**

Account: 5000-588518-2021-212900-601009

Ms. Boggan-Camara will continue to work as a Contract Services Specialist II. She will provide crisis counseling, safety and resource identification to adult victims of domestic violence, and assist victims with obtaining protective orders. Ms. Boggan-Camara will accompany detectives to the homes of victims, assist victims with proceeding through the court system, maintain information in the domestic violence database, serve as a liaison between victims and law enforcement, and assist victims through the protective order process. In addition, she will obtain emergency shelter and housing, list and update shelter names, contact information, policies and procedures for acceptance to shelters for domestic violence victims. The period of the agreement is March 28, 2019 through March 27, 2020.

MINUTES

PERSONNEL

	<u>Hourly Rate</u>	<u>Amount</u>
38. SHANNON L. BURLESON	\$21.63	\$ 45,000.00

The period of the agreement is March 28, 2019 through March 27, 2020.

Police Department - cont'd

39. MAGGIE J. CROOK	\$21.63	\$ 45,000.00
---------------------	---------	--------------

The period of the agreement is April 25, 2019 through April 25, 2020.

Account: 1001-000000-2041-744200-601009

Mses. Burleson and Crook will each continue to work as a Contract Services Specialist II. They will create electronic case folders of arrest and traffic violations made by the Baltimore Police Department members to prepare as evidence for criminal prosecution, review body worn camera footage for policy compliance, and categorize body worn camera videos. Mses. Burleson and Crook will respond to requests from both the State's Attorney's Office as well as the Maryland Public Information Act, submit audit reports of body worn camera footage reviews to supervisory staff, report potential misconduct to supervisory staff from body worn camera footage for further review, and maintain statistics on job performance.

On January 3, 1996, the Board approved a waiver to the Administrative Manual Policy 212-1, Part I, which allowed the Department to hire retirees.

Department of Public Works (DPW)

40. Reclassify the following vacant position:

From: Contract Administrator I  
 Job Code: 72411  
 Grade: 085 (\$38,926.00 - \$46,904.00)  
 Position: 48376

**MINUTES****PERSONNEL**DPW - cont'dHourly RateAmount

To: Procurement Supervisor  
 Job Code: 33525  
 Grade: 936 (\$80,735.00 - \$129,114.00)

Cost: \$54,824.00 - 2070-000000-5501-393000-601001

This request is due to organizational restructuring to improve operational efficiency and streamline efforts across functional areas within the Procurement Section.

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 200-4.

41. Classify the following new position:

From: New Position  
 Job Code: 90000  
 Grade: 900 (\$1.00 - \$204,000.00)  
 Position No.: 50013

To: Executive Assistant  
 Job Code: 10083  
 Grade: 904 (\$47,858.00 - \$76,573.00)

Cost: \$71,311.00 - 2071-000000-5521-609000-601001

This request is provide executive administrative support to the Deputy Director due to organizational restructuring to improve operational efficiency and streamline efforts across functional areas within the DPW.

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 200-4.

**MINUTES****PERSONNEL**Department of Recreation and Parks (R&P)

	<u>Hourly Rate</u>	<u>Amount</u>
42. <b>MONICA FRENCH</b>	\$24.00	<b>\$32,400.00</b>

Account: 6000-680518-4792-658800-601009

Ms. French will work as a Contract Services Specialist II. She will direct and lead support staff including teachers, interns and volunteers in understanding and implementing nature-based practices in Baltimore City and lead trainings for other educators on nature-based practice and educational methods and content. She will enroll children and their families in Carrie Murray Nature Center's Wildhaven Forest Immersion Program for pre-school age children, design classroom spaces and curriculum for children ages 3-5 years old, conduct interviews and assist in making hiring decisions with the preschool programs. In addition, she will lead groups of preschoolers on hikes, ensure their safety and foster respect for the natural landscape, order supplies and equipment, and maintain records and writes reports. This is the same hourly rate as in the previous contract period. The period of the agreement is effective upon Board approval for one year.

43. <b>BRYANT E. SMITH</b>	\$26.01	<b>\$49,575.06</b>
----------------------------	---------	--------------------

Account: 1001-000000-4783-583800-601009

Mr. Smith will continue to work as a Contract Services Specialist II. He will inspect proposed tree planting locations; participate in the development of a comprehensive long-range tree management plan, oversee contractors work, and assist with updating newly planted tree inventory. This is a 2% increase in the hourly rate from the previous contract period. The period of the agreement is effective upon Board approval for one year.

**MINUTES****PERSONNEL**Department of Recreation and Parks (R&P)

	<u>Hourly Rate</u>	<u>Amount</u>
44. <b>WALLACE R. STEPHENSON</b>	\$46.61	<b>\$88,838.66</b>

Account: 1001-000000-4803-371400-601009

Mr. Stephenson will continue to work as a Contract Services Specialist II. He will prioritize building maintenance projects, distribute maintenance projects to custodial services/building maintenance staff and contractors, ensure communication and coordination among all parties. In addition, he will conduct oversight of projects from start to finish including meeting initially with contractors and evaluate work to assure satisfactory completion, inspect and approve final work product. He will negotiate, direct and coordinate trades work, process all bids and requirements in accordance with fiscal policies and procedures, and track and account for job performance. This is a 2% increase in the hourly rate from the previous contract period. The period of the agreement is effective upon Board approval for one year.

45. <b>STEPHANIE PARHAM BROWN</b>	\$37.86	<b>\$19,687.20</b>
-----------------------------------	---------	--------------------

Account: 5000-577718-4781-363930-601009

Ms. Parham-Brown, retiree, will continue to work as a Contract Services Specialist I. She will prepare and review fiscal reports for submission to the Federal and State governments for verification and proper documentation, and monitor the Department's capital expenditures for correctness to resolve errors and other discrepancies. Ms. Parham-Brown will also prepare monthly financial reports for various capital projects, audit financial and accounting records with State

**MINUTES****PERSONNEL**Department of Recreation and Parks (R&P)Hourly RateAmount

and City Auditors to verify Departmental accounts and to ensure compliance with City accounting and fiscal standards, and design and maintain a database of all State-funded Program Open Space grants. In addition, she will ensure the accuracy between budget appropriation and funding sources and act as a liaison to the City's Department of Finance, Office of Capital Accounting, Risk Management, and various State agencies. This is the same hourly rate as in the previous contract period. The period of the agreement is effective upon Board approval or November 25, 2018 for one year.

This salary is in compliance with AM 212-1, Part I.

46. **LAWRENCE A. WYNTER**                      \$26.70                      **\$50,890.20**

Account: 1001-000000-4783-583800-601009

Mr. Wynter will continue to work as a Contract Services Specialist II. He will perform onsite inspection of trees, documenting City tree maintenance, contractor's performance and billing, represent Forestry Division in ensuring International Society of Arboriculture's best management practices for pruning, planting, root zone protection, cabling and lighting protections and representing the arborist at various meetings. Mr. Wynter will provide occasional assistance for Baltimore's Proactive Pruning Project, provide inspection and work direction to crews during times of emergency callback and/or standby basis. This is a 2% increase in the hourly rate from the previous contract period. The period of the agreement is effective upon Board approval for one year.

**MINUTES****PERSONNEL**Department of Recreation and Parks (R&P)

	<u>Hourly Rate</u>	<u>Amount</u>
47. <b>ASHLEY A. BOWERS</b>	\$33.84	<b>\$64,499.04</b>

Account: 1001-000000-4783-583800-603009

Ms. Bowers will continue to work as a Contract Services Specialist II. She will produce analytical reports in advance of or in response to land development, management practices, and urban ecological adaptation. Ms. Bowers will brief the City and Department on analytical conclusions during contract development and negotiations, evaluate external reports and appraisals to verify methodology and to determine accuracy, propose improvements to the City policy and regulations to protect the City's ecosystem services, set and manage strict protocol for Vegetation Management on City land to preserve high quality natural areas. She will also conduct research to ensure best management practices are employed during design, planning, installation, and restoration on City land, enforce policy, regulation and contract agreements via site consultations, pre-construction meeting participation, and project record maintenance. In addition, she will plan, develop, implement and provide oversight for invasive vegetation management and reforestation and native plant restoration projects. She will use GIS software for basic analysis and mapping needs to survey natural resources, and to identify areas for preservation, protection, and reforestation. Other duties include development of education outreach, academic internships and volunteer training in restoration techniques and natural resource practices. She is responsible for estimates of costs and resources needed to accomplish project objectives, and proceed with procurement actions through the Department's fiscal office. She will work with the Resource Development Director to elicit community

**MINUTES****PERSONNEL**Department of Recreation and Parks (R&P)

	<u>Hourly Rate</u>	<u>Amount</u>
and grant funding for park restoration and conservation projects, assist with the preparation of grant proposals, and work with grant administration staff to manage expenditure of grant funds and contributions. This is a 17% increase in the hourly rate from the previous contract period. The period of the agreement is effective upon Board approval for one year.		
48. <b>TANIRA MCCLURKIN</b>	\$22.94	<b>\$43,723.64</b>

Account: 1001-000000-4791-576400-601009

Ms. McClurkin will continue to work as a Contract Services Specialist II. She will organize, plan, and attend meetings, organize events and booking transportation, assist with keeping personnel records up-to-date, manage a range of office responsibilities such as ordering supplies, preparing letters and correspondence and reports using a range of software packages. This is a 2% increase in the hourly rate from the previous contract period. The period of the agreement is effective upon Board approval for one year.

State's Attorney Office

49. <b>MATTHEW GALEY</b>	\$20.41	<b>\$38,926.00</b>
50. <b>ELIZABETH BARRY</b>	\$20.41	<b>\$38,926.00</b>
51. <b>SHIVANI SHAH</b>	\$20.41	<b>\$38,926.00</b>
52. <b>LASHA CURRY</b>	\$20.41	<b>\$38,926.00</b>

**MINUTES****PERSONNEL**State's Attorney Office

	<u>Hourly Rate</u>	<u>Amount</u>
53. <b>LISA CARRERA</b>	\$20.41	<b>\$38,926.00</b>
54. <b>JALEN SANDERS</b>	\$20.41	<b>\$38,926.00</b>

Account: 1001-000000-1150-118000-601009

These individuals will continue to work as Contract Service Specialist II. Their duties will include, but are not limited to reviewing cases involving the Gun Trace Task Force, reviewing police reports, charges and case details, collecting documents for review by the Assistant State's Attorneys to determine if the conviction was tainted and use various software programs JIS, LIMS, Arrestviewer to gather documents for review of case. The period of the agreement is effective upon Board approval for six months.

55. Reclassify the following filled position:

From: Senior Paralegal SAO  
 Job Code: 01905  
 Grade: 090 (\$47,604.00 - \$57,857.00)  
 Position No.: 46243

To: HR Generalist II  
 Job Code: 07395  
 Grade: 923 (\$68,655.00 - \$97,277.00)

Cost: \$4,197.00 - 1001-000000-1151-117900-601001

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 200-4.

**MINUTES****PERSONNEL**State's Attorney Office56. Reclassify the following filled position:

From: Law Clerk SAO  
Job Code: 01975  
Grade: 085 (\$38,926.00 - \$46,904.00)  
Position No.: 51608

To: Community Coordinator  
Job Code: 01973  
Grade: 090 (\$47,604.00 - \$57,857.00)

Cost: \$21,411.00 - 1001-000000-1151-777800-601001

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 200-4.

Department of Transportation57. Reclassify the following position:

From: Public Relations Supervisor  
Job Code: 33415  
Grade: 931 (\$73,868.00 - \$118,085.00)  
Position No.: 47026

To: Operations Manager I  
Job Code: 00090  
Grade: 939 (\$85,417.00 - \$140,766.00)

Cost: \$19,804.00 - 1001-000000-2301-749600-601001

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 200-4.

**MINUTES****PERSONNEL**

Department of Transportation - cont'd

58. Reclassify the following filled position:

From: Liaison Officer II  
Job Code: 31422  
Grade: 093 (\$54,044.00 - \$65,897.00)  
Position No.: 48510

To: Operations Officer I  
Job Code: 31109  
Grade: 923 (\$60,655.00 - \$97,277.00)

Cost: \$10,376.00 - 1001-000000-2301-749600-601001

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 200-4.

59. Reclassify the following vacant position:

From: Operations Officer IV  
Job Code: 00088  
Grade: 931 (\$73,868.00 - \$118,085.00)  
Position No.: 40307

To: Operations Manager I  
Job Code: 00090  
Grade: 939 (\$85,417.00 - \$140,766.00)

Cost: \$8,995.00 - 2076-000000-2351-256200-601001

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 200-4.

MINUTES

PERSONNEL

Department of Transportation - cont'd

	<u>Hourly Rate</u>	<u>Amount</u>
60. <b>JEANNE ROBINSON</b>	\$45.17	<b>\$ 54,201.08</b>

Account: 1001-000000-2391-251900-601009

Ms. Robinson, retiree, will continue to work as a Contract Services Specialist I. She will provide traffic incident data analysis for the Automated Traffic Violation Enforcement System (ATVES) Program and perform data analysis and management of data related to vehicular, pedestrian, and bicyclist accidents in preparation for intersection and corridor improvements and safety studies. Ms. Robinson will also prepare and present transportation related data in usable formats for utilization by management for decision-making and develop data driver improvements. In addition, she will use these developed lines of analysis to advise decision makers regarding opportunities to improve the quality and effectiveness of municipal services and perform other related duties as requested by the Chief of the ATVES. This is a 2% decrease in the hourly rate from the previous contract. The period of the agreement is effective upon Board approval for one year.

This salary is in compliance with AM 212-1, Part I.

**MINUTES**Department of Transportation - Minor Privilege Permit Application

The Board is requested to approve the following application for a Minor Privilege Permit. The application is in order as to the Minor Privilege Regulations of the Board and the Building Regulations of Baltimore City.

<u>LOCATION</u>	<u>APPLICANT</u>	<u>PRIVILEGE/SIZE</u>
1. 1440 S. Charles Street	Steven K. Paulsen	Closed areaway 3' x 4'

Annual Charge - \$50.40

Since no protests were received, there are no objections to approval.

There being no objection, the Board, UPON MOTION duly made and seconded, approved the Minor Privilege Permit Application.

**MINUTES**

Baltimore Development - Land Disposition Agreement  
Corporation (BDC)

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of the Land Disposition Agreement (LDA) with Zahlco Development, LLC, Developer, for the City-owned properties located at 300 - 304 W. Franklin Street and 506 N. Howard Street.

**AMOUNT OF MONEY AND SOURCE:**

\$400,000.00 - Purchase price

**BACKGROUND/EXPLANATION:**

The Developer will purchase the property for \$400,000.00, with \$260,000.00 due in cash at settlement and the remainder to be paid in the form of a Purchase Money Mortgage. The Developer will be entitled to a credit not to exceed \$140,000.00 against the principal of the mortgage for any costs expended to address subsurface conditions.

On February 28, 2018, the BDC issued a Request for Proposals (RFP) for the City-owned properties located at 300-304 W. Franklin Street & 506 N. Howard Street, the RFP closed 60 days later on April 30, 2018. The intent of the RFP is to facilitate the restoration of the historic Mayfair Theatre and the redevelopment of the site in a fashion that fits the surrounding community character.

The BDC received two responsive proposals and selected Zahlco Development, LLC to acquire and redevelop the properties. The project will include the rehabilitation and expansion of the Mayfair Theatre, construction of a 40-unit apartment building, and construction of a retail building.

**MINUTES**

BDC - cont'd

**STATEMENT OF PURPOSE AND RATIONALE FOR SALE BELOW THE PRICE DETERMINED BY THE APPRAISAL:**

The properties were valued pursuant to the Appraisal Policy of Baltimore City through an appraisal. The appraisal was conducted by Concord Appraisal Co., Inc. on March 26, 2018. The market value for 300 - 304 W. Franklin Street and 506 N. Howard Street is \$700,000.00. The total purchase price is \$400,000.00 with a credit not-to-exceed \$140,000.00 for expenses related to addressing subsurface conditions. The property is being sold to the Developer below the appraised value for the following reasons:

- the sale and redevelopment of the property will result in the rehabilitation of a historic City landmark,
- it will eliminate blight by turning long-time underutilized property to a productive development, and
- the project has a specific economic benefit that will return the property to the tax rolls, add additional value to the tax base, and add multiple new businesses and jobs to the neighborhood.

**MBE/WBE PARTICIPATION:**

The Developer has signed the Commitment to Comply with the Minority and Women's Business Enterprise goals.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Land Disposition Agreement with Zahlco Development, LLC, Developer, for the City-owned properties located at 300 - 304 W. Franklin Street and 506 N. Howard Street.

MINUTES

TRANSFERS OF FUNDS

\* \* \* \* \*

UPON MOTION duly made and seconded,

the Board approved

the Transfers of Funds

listed on the following pages:

4946 - 4948

SUBJECT to receipt of favorable reports

from the Planning Commission,

the Director of Finance having

reported favorably thereon,

as required by the provisions of the

City Charter.

**MINUTES****TRANSFERS OF FUNDS**

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
<u>Parking Authority of Baltimore City (PABC)</u>		
1. <b>\$ 510,000.00</b>	9965-935006-9581	9965-938006-9580
Parking Facilities Funds	Garage Cameras & Security Equip.	Garage Cameras & Security Equip.

To install HD camera video surveillance and recording systems, which will allow for authorized users to remotely view live or recorded video for PABC Headquarters office and the following garages: Arena Garage, Baltimore Street Garage, Caroline Street Garage, Fleet & Eden Garage, Franklin Street Garage, Lexington Street Garage, Little Italy Garage, Marina Garage, Market Center Garage, Penn Station Garage, St. Paul Garage, and West Street Garage.

Baltimore Development Corporation

2. <b>\$1,125,455.55</b>	9910-910063-9600	9910-905360-9601
1 <sup>st</sup> Community Economic Dev. Fund	Construction Reserve (Lexington Market)	Lexington Market Improvements

This transfer will provide funds to Lexington Market, Inc. for reimbursement of construction/architectural designs, construction details, determining structural viability, schematics, site surveys, subsurface exploration, massing studies associated with the renovations and upgrades at Lexington Market.

3. <b>\$2,000,000.00</b>	9910-910024-9600	9910-903362-9601
General Fund	Construction Reserve Public Markets	Public Market Improvements

**MINUTES****TRANSFERS OF FUNDS**

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
<u>BDC - cont'd</u>		
354,847.21 24 <sup>th</sup> EDF	9910-910024-9600 Construction Reserve Public Markets	9901-903362-9601 Public Market Improvements
350,000.00 1 <sup>st</sup> Comm. EDF	9910-910024-9600 Construction Reserve Public Markets	9910-903362-9601 Public Market Improvements
500,000.00 2 <sup>nd</sup> Comm. EDF	9910-910024-9600 Construction Reserve Public Markets	9910-903362-9601 Public Market Improvements

**\$3,204,847.21**

This transfer will provide funds to Baltimore Public Markets Corporation to assist in various upgrades and improvements to Broadway, Hollins and the Northeast Markets. The repairs/improvements to these Baltimore City Public markets include: exterior painting, electrical/mechanical works, and plumbing repairs.

4. \$ 30,509.20 General Fund	9910-925013-9600 Construction Reserve Façade Improvements	9910-937013-9601 Façade Improvements
469,490.80 2 <sup>nd</sup> Comm. EDF	9910-925013-9600 Construction Reserve Façade Improvements	9901-937013-9601 Façade Improvements

**\$ 500,000.00**

MINUTES

TRANSFERS OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
<u>BDC - cont'd</u>		
<p>This transfer will provide funding to continue the Baltimore Development Corporation Façade Improvement Grant Program within Citywide commercial districts. The goal of the program is to aesthetically improve the look of business districts while making revitalization efforts affordable and creative to small business owners.</p>		

Department of Housing and Community Development

5. <b>\$ 75,000.00</b> CDBG 43	9998-910985-9587 Housing Develop- ment	9998-908722-9593 Franciscan Center
-----------------------------------	--	---------------------------------------

This transfer will provide funding to assist with the repairs to the roof of the Franciscan Center.

6. \$ 51,999.00 29 <sup>th</sup> Comm. Dev.	9910-995001-9587 Unallocated Reserve HCD	
20,001.00 30 <sup>th</sup> Comm. Dev.	9910-905152-9588 Green Open Space	
<b><u>\$72,000.00</u></b>	-----	9910-909175-9588 Marie Briscoe Park BCRP

These funds are to resurface two basketball courts at Marie Briscoe Park. The resurfacing will allow residents to better enjoy Marie Briscoe Park.

**MINUTES**

Bureau of the Budget and Management Research (BBMR) - Grant Award/AAO #22 Acceptance of Memorandum Understanding

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of the Memorandum of Understanding (MOU) with Natural Resource Defense Council, Inc. (NRDC). The period of the MOU is effective upon Board approval through October 31, 2019.

**AMOUNT OF MONEY AND SOURCE:**

\$258,000.00

The appropriation will be placed in detailed fund number: 608319.

**BACKGROUND/EXPLANATION:**

The MOU defines the roles and expectation for the Grant Award from the NRDC to the Department of Planning for the Food Matters Projects.

The Food Matters Project is a partnership between the NRDC and the City to integrate strategies to advance food waste prevention, surplus food resources, and recycling of food scraps.

The NRDC will provide the City with financial resources to devote staff time to the issue of food waste, considerable technical assistance from a team of experts, and other resources to accomplish agreed upon goals. Funding is provided by the Rockefeller Foundation and administered through the NRDC.

**MBE/WBE PARTICIPATION:**

N/A

**MINUTES**

BBMR - cont'd

**APPROVED FOR FUNDS BY FINANCE**

**AUDITS REVIEWED THE SUBMITTED DOCUMENTATION AND FOUND THAT IT CONFIRMED THE GRANT AWARD.**

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Memorandum of Understanding with Natural Resource Defense Council, Inc.

**MINUTES**

Bureau of the Budget and - Non-Construction Consultant Agreement  
Management Research

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of the Non-Construction Consultant Agreement (Agreement) with Ernst & Young LLP, Contractor. The Agreement is effective upon Board approval for 36 months, unless terminated earlier in accordance with the Agreement.

**AMOUNT OF MONEY AND SOURCE:**

\$1,250,000.00 - 1001-000000-1220-146000-603018

**BACKGROUND/EXPLANATION:**

This Agreement will allow the Consultant to provide professional advisory services to the City in order to continue implementing recommendations developed under the City's Ten Year Financial Plan. Including developing new initiatives, conducting management analysis of options to improve the City's fiscal sustainability, provide tax policy advisory services, and research economic analysis.

**APPROVED FOR FUNDS BY FINANCE****AUDITS REVIEWED AND HAD NO OBJECTION.**

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Non-Construction Consultant Agreement with Ernst & Young LLP, Contractor.



**MINUTES**

BBMR - cont'd

Gwynns Falls/Leakin Park is part of the Baltimore National Heritage Area and qualifies the Department of Recreation and Parks to serve 4<sup>th</sup> grade age children from schools and recreation centers with this funding. Once in these places, a world of learning begins as young people discover their natural, cultural, and historical heritage.

**MBE/WBE PARTICIPATION:**

N/A

**APPROVED FOR FUNDS BY FINANCE**

**AUDITS REVIEWED THE SUBMITTED DOCUMENTATION AND FOUND THAT IT CONFIRMED THE GRANT AWARD.**

UPON MOTION duly made and seconded, the Board approved acceptance of the Grant Award to the Department of Recreation and Parks from the National Park Foundation for Every Kid in a Park Foundation. The Board further approved the Appropriation Adjustment Order to transfer Special Funds unallocated appropriation from Service 648: Community Recreation Centers to Service 653: Park Programs.

**MINUTES**

Bureau of the Budget and - Grant Award and Appropriation  
Management Research      Adjustment Order (AAO) No. 31

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize acceptance of a Grant Award from the National League of Cities. The period of the Grant Award is March 1, 2018 through December 31, 2018.

The Board is further requested to approve AAO No. 31 to transfer Special Funds within the Baltimore City Health Department from Service 715: to Service 308: Maternal and Child Health.

**AMOUNT OF MONEY AND SOURCE:**

\$25,000.00 - From: 6000-600019 (Service 715)  
Administration

To: 6000-608219 (Service 308)  
Maternal and Child Health

**BACKGROUND/EXPLANATION:**

Approval of the Grant Award and the AAO will allow the Health Department to establish a local team or activate an existing team consisting of City and community leaders to lead and coordinate local activities related to implementing Prenatal to Age 3 (PN-3) strategies.

The Grant Award is late because of delays in the administrative process.

**MINUTES**

BBMR - cont'd

**MBE/WBE PARTICIPATION:**

N/A

**APPROVED FOR FUNDS BY FINANCE**

**AUDITS REVIEWED THE SUBMITTED DOCUMENTATION AND FOUND THAT IT CONFIRMED THE GRANT AWARD.**

UPON MOTION duly made and seconded, the Board approved acceptance of the Grant Award from the National League of Cities. The Board further approved AAO No. 31 to transfer Special Funds within the Baltimore City Health Department from Service 715: to Service 308: Maternal and Child Health.

**MINUTES**

Police Department - Professional Services Agreement

**ACTION REQUESTED OF B/E:**

The Board is requested to approve the Professional Services Agreement with Forensic & Law Enforcement Services LLC for professional psychological services for pre-employment screening evaluations. The period of the agreement is one year thereafter with two additional one-year renewal options.

**AMOUNT OF MONEY AND SOURCE:**

\$75,000.00 - 1001-000000-2003-195500-603018

**BACKGROUND/EXPLANATION:**

BPD requires professional psychological services for pre-employment screening evaluations that are critical to its efforts to recruit and retain police officers and civilian personnel to fulfill its mission to provide for the safety and well-being of the Baltimore City Community. The Vendor has expertise in the provision of these services and in the past has provided these services to other law enforcement agencies in the Baltimore metropolitan area. The Vendor will provide these services on a non-exclusive basis.

**MBE/WBE PARTICIPATION:**

N/A

**APPROVED FOR FUNDS BY FINANCE**

**AUDITS REVIEWED AND HAD NO OBJECTION.**

**MINUTES**

Police Department - Professional Services Agreement - cont'd

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Professional Services Agreement with Forensic & Law Enforcement Services LLC for professional psychological services for pre-employment screening evaluations.

**MINUTES**Health Department - Agreements

The Board is requested to approve and authorize execution of the various agreements. The period of the agreement is July 1, 2018 through June 30, 2019, unless otherwise indicated.

1. **THE JOHNS HOPKINS UNIVERSITY** **\$139,708.00**

Account: 5000-569719-3023-273398-603051

Johns Hopkins University Harriet Lane Center (HLC) is a primary care community-based clinic on the City's eastside that has been serving children, youth and their families since 1912. The HLC will be one of the primary providers for Pre-exposure Prophylaxis (PrEP) to young Men who have Sex with Men and the Transgender community. The HLC will participate with the REACH Institute in providing training on best practices for providing PrEP, and hire peer navigators to assist clients in accessing PrEP, when appropriate, and ensuring the obstacles to care are overcome. The HLC will participate in quarterly meetings that elucidate best practices and ensure dissemination of best practices among the members of the collaborative.

The agreement is late because budget revisions delayed processing.

**MWBOO GRANTED A WAIVER.**

2. **GARRISON ESTATES ASSISTED LIVING, LLC** **\$ 15,600.00**

Account: 5000-534019-3254-767800-607001

The facility is enrolled in the Senior Assisted Living Group Home Subsidy Program and will provide subsidized senior assisted housing services for individuals age 62 and older, who have temporary or periodic difficulties with the activities of daily living. The Senior Assisted Housing residents



**MINUTES**

Department of Transportation - Agreement

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of the Agreement with Energy Systems Group, LLC (ESG). The period of the Agreement is effective upon Board approval and execution of the Phase II Agreement by all required signatories, and will continue until the completion of the listed scope of work.

**AMOUNT OF MONEY AND SOURCE:**

\$2,422,000.00 - Master Lease and Energy Savings

**BACKGROUND/EXPLANATION:**

On June 13, 2018, the Board approved the Phase I Energy Performance Agreement with ESG to perform comprehensive energy efficiency and guaranteed savings program.

The ESG's report and proposal for Phase I of the Energy Performance Agreement was acceptable to the City and now the City wishes to enter into an agreement for the Phase II Energy Performance Contracting Project. The ESG will oversee the conversion of streetlights from existing fixtures to LED. They will also provide project management and other services as may be set forth to reduce the City's energy consumption and maintenance costs on streetlights throughout the City as listed in the scope of work. The scope of work includes a collaborative and comprehensive program for systemic conversion of streetlights from existing fixtures to LED located on the East Side of Baltimore City.

The City is now requesting to retain the ESG to complete the installation and to provide project management and other services for the B'More Bright Street Lighting Conversion Project.

MINUTES

Department of Transportation - cont'd

The project will be financed by the City through a Master Lease Agreement Loan that was approved by the Board of Estimated on May 16, 2018 and to be provided by the Department of Finance, Bureau of Treasury Management.

Annual loan payments will be made by the City utilizing funds that will be saved by the reduction of energy consumption through implementing the scope as proposed by the ESG.

**MBE PARTICIPATION:**

**MBE GOAL: 20%**

**WBE GOAL: 8%**

<b>MBE:</b> Hunt Consulting, LLC	\$484,400.00	20%
<b>WBE:</b> Shantech Electric, Inc.	\$121,500.00	5%
Chesapeake Environmental Management, Inc.	<u>73,500.00</u>	<u>3%</u>
	<b>\$195,000.00</b>	<b>8%</b>

**MWBOO FOUND VENDOR IN COMPLIANCE.**

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Agreement with Energy Systems Group, LLC.

## MINUTES

Department of Public Works/Office - Partial Release and Full  
of Engineering and Construction      Release of Retainage Agreements

The Board is requested to approve and authorize execution of the various Full and Partial Release of Retainage Agreements with the following contractors:

	<u>Contractor</u>	<u>Contract No.</u>	<u>Amount</u>
1.	<b>MONUMENTAL PAVING &amp; EXCAVATING, INC.</b>	<b>ERC 4019RR</b>	<b>\$ 50,991.82</b>

Account: 9958-903351-9525-000000-200001

As of October 5, 2017, Monumental Paving & Excavating, Inc. has completed 100% of all work for Environmental Restoration Contract 4019RR, East Stony Run Stream Restoration. The contractor has requested a Partial Release of Retainage in the amount of \$50,991.82. Currently, the City is holding \$52,991.82 in retainage for the referenced project and the contractor is requesting to reduce the amount of retainage to \$2,000.00. The remaining \$2,000.00 is sufficient to protect the interest of the City.

2.	<b>J. FLETCHER CREAMER AND SON, INC.</b>	<b>WC 1240</b>	<b>\$240,873.50</b>
----	--	----------------	---------------------

Account: 9960-905658-9557-000000-200001

As of January 1, 2016, J. Fletcher Creamer & Sons, Inc. has completed 100% of all work for WC 1240, Meter Setting Installations and Water Main Replacement at Various Locations. The contractor has requested a Full Release of Retainage in the amount of \$240,873.50. Currently, the City is holding \$240,873.50 in retainage for the referenced project and the contractor is requesting to reduce the amount of retainage to \$0.00.

**MINUTES**

Department of Public Works/Office - cont'd  
of Engineering and Construction

**MWBOO APPROVED THE RELEASES OF RETAINAGE.**

**APPROVED FOR FUNDS BY FINANCE**

**AUDITS REVIEWED AND HAD NO OBJECTION.**

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Full and Partial Release of Retainage Agreements with the foregoing contractors.

**MINUTES**

Department of Public Works - Collaborative Agreement

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of a Collaborative Agreement with the United States Department of the Interior, United States Geological Survey. The period of the Agreement is October 01, 2018 through September 30, 2019.

**AMOUNT OF MONEY AND SOURCE:**

\$129,500.00	-	2071-000000-5181-399800-603026	(Water Utility)
58,115.00	-	2072-000000-5181-613200-603026	(Storm Water Utility)
11,670.00	-	2071-000000-5521-632620-603026	(Water Utility)
<b>\$199,285.00</b>			

**BACKGROUND/EXPLANATION:**

This Collaborative Agreement will allow the City and the United States Geological Survey (USGS) to continue operation and maintenance of continuous-record streamflow-gauging stations for 13 flow gauging stations from October 01, 2018 to September 30, 2019.

The stations are located within the Prettyboy, Loch Raven and Liberty Reservoir Watersheds and Herring Run, Moores Run and Jones Falls in Baltimore City. The USGS will also operate and maintain continuous water quality probes at the six stations. Because the USGS's fiscal year does not align with the City's fiscal year, payments will need to be made over 2 fiscal years.

The USGS has been under contract to operate the City's Reservoir Stream Gauging Network since 1982. The data collected is used to estimate pollutant loadings and flow to the reservoirs and is vital to the City's Reservoir Management Program. The Moores Run Station

**MINUTES**

Department of Public Works - cont'd

is required under the National Pollution Discharge Elimination System Permit program and has been in service since 1995.

**APPROVED FOR FUNDS BY FINANCE**

**AUDITS REVIEWED AND HAD NO OBJECTION.**

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Collaborative Agreement with the United States Department of the Interior, United States Geological Survey.

**MINUTES**

Department of Public Works - Memorandum of Understanding

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of the Memorandum of Understanding with Chesapeake Bay Trust. The Memorandum of Understanding is effective upon Board approval for 24 months.

**AMOUNT OF MONEY AND SOURCE:**

\$200,000.00 - 2072-000000-5181-389700-603026

**BACKGROUND/EXPLANATION:**

Fiscal Year 2019 will be the fourth year the Department has partnered with Chesapeake Bay Trust to provide funding to community-based education, outreach, and restoration projects that improve water quality, create greener neighborhoods and help the City meet its Municipal Separate Storm Sewer System (MS4) Permit.

The Department will provide \$200,000.00 towards the Outreach and Restoration grant program for city specific projects that address awareness and behavior change to reduce stormwater runoff as well as stormwater retrofit projects.

Chesapeake Bay Trust will match the City's funds with no less than \$100,000.00 of its own money for a total program amount of no less than \$300,000.00.

The Department's funding source is the Watershed Protection and Restoration Fund, also known as the stormwater utility.

**MINUTES**

Department of Public Works - cont'd

**APPROVED FOR FUNDS BY FINANCE**

**AUDITS REVIEWED AND HAD NO OBJECTION.**

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Memorandum of Understanding with Chesapeake Bay Trust.

**MINUTES**

Department of Public Works/Bureau - Agreement  
of Water and Wastewater

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of the Agreement with Baltimore City Community College (BCCC). The period of the Agreement is September 10, 2018 through November 26, 2018.

**AMOUNT OF MONEY AND SOURCE:**

\$38,500.00 - 2070-000000-5501-393100-603020

**BACKGROUND/EXPLANATION:**

The Baltimore City Joint Apprenticeship Program requires that apprentices assigned to the Waste Water Treatment Plants of Baltimore City be provided with 144 hours of classroom instruction for each year of the three years that they are employed to successfully complete the Waste Water Treatment Technician Apprenticeship Program. The training provided by the BCCC is for Professional Services.

The BCCC has provided a custom curriculum that enables these employees to be exposed to the technical requirements of the certification process as it relates to the actual work environment of the water industry. The BCCC has provided previous training for the City.

**APPROVED FOR FUNDS BY FINANCE**

**AUDITS REVIEWED AND HAD NO OBJECTION.**

**MINUTES**

Department of Public Works/Bureau - cont'd  
of Water and Wastewater

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Agreement with Baltimore City Community College.

**MINUTES**

Department of Housing and - Land Disposition Agreement  
Community Development

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of the Land Disposition Agreement with Holy Faith Church, Developer, for the sale of the City-owned properties located at 505 and 507 N. Gilmore Street.

**AMOUNT OF MONEY AND SOURCE:**

\$	500.00	-	505 Gilmore Street
	500.00	-	507 Gilmore Street
	<b>\$1,000.00</b>		

**BACKGROUND/EXPLANATION:**

The Developer intends to use the lots as a green space. It intends to have them cleaned and well-maintained. The Developer currently owns the property at 501-503 N. Gilmore Street, which is adjacent to the lots to be purchased and also located in the same neighborhood.

The City may dispose of the property by virtue of Article II, Section 15 of the Baltimore City Charter (2010 Edition); Article 28, Subtitle 15 of the Baltimore City Code (2010 Edition).

The properties were Journalized and approved on January 13, 2014.

**STATEMENT OF PURPOSE AND RATIONALE FOR SALE BELOW THE ASSESSED VALUE:**

Pursuant to the Appraisal Policy of Baltimore City, properties assessed below \$2,500.00 by the State Department of Assessments and Taxation do not have to be appraised for value. Each lot is assessed at \$1,000.00 and each will be sold for the amount of \$500.00.

## MINUTES

Department of Housing and - cont'd  
Community Development

The lots will be sold to the Developer, below the assessed value because of the following reasons:

- the sale will help to promote a specific benefit to the immediate community, and
- the sale will help to eliminate blight from the neighborhood.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Land Disposition Agreement with Holy Faith Church, Developer, for the sale of the City-owned properties located at 505 and 507 N. Gilmore Street.

**MINUTES**

Department of Housing and - Land Disposition Agreement  
Community Development

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of the Land Disposition Agreement with Ms. Hannah Christopher, Developer, for the sale of the City-owned property located at 503 N. Stricker Street (Block 0124, Lot 052).

**AMOUNT OF MONEY AND SOURCE:**

\$3,250.00 - Purchase price

**BACKGROUND/EXPLANATION:**

The City will convey all of its right, title, and interest in 503 N. Stricker Street to Ms. Christopher for the price of \$3,250.00, which will be paid at the time of settlement. She will be using private funds.

The project will involve the improvement of the vacant lot into a fenced green space in the Harlem Park neighborhood.

The authority to sell the property located at 503 N. Stricker Street comes from the Urban Renewal Plan for Harlem Park Project II, originally approved by the Mayor and City Council of Baltimore (City) by Ordinance No. 419, dated July 6, 1960; being periodically updated and approved by the City most recently as Ordinance No. 10-264, dated March 24, 2010.

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

Pursuant to the Waiver Valuation Policy, the Department has determined the property located at 503 N. Stricker Street to be valued at \$6,500.00. The property is being sold for \$3,250.00.

**MINUTES**

DHCD - cont'd

The property will be sold below the Waiver valuation price for the following reasons:

- the sale will be a specific benefit to the immediate community,
- the sale will eliminate of blight, and
- the sale will provide economic development.

**MBE/WBE PARTICIPATION:**

The Developer will purchase this property for a price that is less than \$50,000.00 and will receive no City funds or incentives for the purchase or rehabilitation; therefore, MBE/WBE is not applicable.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Land Disposition Agreement with Ms. Hannah Christopher, Developer, for the sale of the City-owned property located at 503 N. Stricker Street (Block 0124, Lot 052).

**MINUTES**

Department of Housing and - Second Amendment to Land  
Community Development      Disposition Agreement

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of the Second Amendment to the Land Disposition Agreement (LDA) with 2101 East Biddle, LLC, Developer, for the sale of the City-owned property located at 2101 East Biddle Street.

**AMOUNT OF MONEY AND SOURCE:**

N/A

**BACKGROUND/EXPLANATION:**

The City entered into an LDA dated April 26, 2017 with 2101 East Biddle, LLC, for the sale of 2101 E. Biddle Street. The property was deeded to the Developer on August 17, 2017 and recorded among the Land Records of Baltimore City in Liber MB 19797, folio 205.

The authority to sell 2101 E. Biddle Street was within the Middle East Urban Renewal Plan. The City conveyed all of its right, title, and interest in 2101 E. Biddle Street to 2101 East Biddle, LLC for \$200,000.00 which was paid with a \$20,000.00 down payment and a \$180,000.00 Purchase Money Deed of Trust dated December 28, 2017 and recorded among the Land Records of Baltimore City in Liber MB 19797, Folio 210. The subordination of the City's Purchase Money Deed of Trust, which is still intended to be released upon closing of the construction financing in favor of a new confessed judgment note, will require no new money.

The project will still be funded with Historic Tax Credits and other public and private funds. This Second Amendment to the LDA subordinates the Purchase Money Deed of Trust dated December 28, 2017 between the Developer and the City to a Deed of Trust, Assignment, and Security Agreement between the Developer and CCN Agency Primus, LLC d/b/a Continental Title Group, Trustee, for the benefit of Octagon Credit Partners LP dated July 17, 2018.

**MINUTES**

DHCD - cont'd

The Developer has provided the City with an Estoppel Agreement from its interim lender indicating that the interim loan is current, and Developer is in compliance with all of the provisions of the interim loan agreement.

The subordination of the Purchase Money Deed of Trust to the Developer's interim financing will allow the Developer immediate access to the \$180,000.00 that the interim lender has escrowed. This money will be used by the Developer to pay for architecture and other site design and hasten the development of parking for the project's planned tenants. With the Board's approval, the City will accommodate the Developer's request and help the Developer expedite the project's development.

The City will still have a secured interest in the subject property and has negotiated an "Opportunity to Cure" provision to protect this security interest until the agreed release of the City's Purchase Money Deed of Trust.

**MBE/WBE PARTICIPATION:**

The Developer will continue to comply with all MBE/WBE requirements established in the original LDA.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Second Amendment to the Land Disposition Agreement with 2101 East Biddle, LLC, Developer, for the sale of the City-owned property located at 2101 East Biddle Street.

**MINUTES**

Department of Housing and Community Development - Sales and Assumption Agreement and Subordination and Inter-creditor Agreement

**ACTION REQUESTED OF B/E:**

The Board is requested to approve the Sales and Assumption Agreement with respect to the West Lafayette Avenue Apartments development located at 1106 West Lafayette Avenue, an (i) assignment and assumption of membership interests; and (ii) a Subordination and Inter-creditor Agreement. The Board is further requested to authorize the Commissioner of the Department of Housing and Community Development to execute all legal documents to effectuate this transaction after subject to review for form and legal sufficiency and after legal review and sign off by the Department of Law.

**AMOUNT OF MONEY AND SOURCE:**

No funds are required.

**BACKGROUND/EXPLANATION:**

On May 7, 2014, the Board approved a \$266,000.00 Community Development Bond Fund loan to an affiliate of Baltimore Community Development, LLC ("Baltimore Community Development"), a Maryland limited liability company whose sole members are Mr. Eugene Poverni and Mr. Jacob Wittenberg. The City Loan was eventually made to 1106 W. Lafayette St., LLC ("the Borrower"), a Maryland limited liability company, whose sole member is currently Baltimore Community Development. The proceeds of the City Loan were used to assist with a portion of the hard construction costs of the West Lafayette Avenue Apartments (the "Development") which were converted in to seven rental units of affordable housing for individuals with incomes at or below 60% of the Area Median Income (the "AMI"), adjusted for family size.

## MINUTES

Department of Housing and - cont'd  
Community Development

As part of the original project financing, Branch Banking and Trust Company, a North Carolina banking corporation ("BB&T") provided a construction/permanent loan in the amount of \$352,000.00 with a permanent loan period of 60 months with an interest rate of 5%. Monthly principal and interest payments were amortized on a 25-year basis.

The City Loan is secured by a second deed of trust subordinate only to a first deed of trust held by BB&T. The permanent loan period of the City's loan is 10 years with annual payments of principal and interest to fully amortize the debt from 50% of the surplus cash flow. To date, no payments have been received by the City, as the project has not generated any surplus cash flow.

Due to market dynamics, the Borrower has requested to sell the property to another investor: PB&J Management Consulting, LLC ("PB&J Management"), a Maryland limited liability company, whose members are Jeremie and Stephanie Anafack. The principals of PB&J Management have secured a commercial mortgage from Revere Bank in the amount of \$345,000.00 (the "Revere Bank Loan") for a term of 65 months with an interest rate of 5.75%. The conveyance of the Development will occur through an assignment of the membership interests of the Borrower by Baltimore Community Development to and the assumption of such interests by PB&J Management.

An appraisal prepared by Pugh Real Estate Group, LLC determined the "Current Market Value" of the property to be \$470,000. As a condition, precedent to the making of the Revere Bank Loan, Revere Bank is requiring the City execute an agreement subordinating its loan, which the Department respectfully requests to Board's approval. In consideration of this request, the Department will collect a subordination fee in the amount of \$5,000.00 to document this agreement plus thirty percent (30%) percent of the net profit

**MINUTES**

Department of Housing and - cont'd  
Community Development

of sale without the seller collecting any amounts of their deferred development fee, which amount is currently estimated to be \$10,000.00.

All other terms and conditions of the original 2014 Board memo contained herein remain in full force and effect.

**THE DIRECTOR OF FINANCE REVIEWED AND RECOMMENDED APPROVAL.**

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Sales and Assumption Agreement with respect to the West Lafayette Avenue Apartments development located at 1106 West Lafayette Avenue, an (i) assignment and assumption of membership interests; and (ii) a Subordination and Inter-creditor Agreement. The Board further authorized the Commissioner of the Department of Housing and Community Development to execute all legal documents to effectuate this transaction after subject to review for form and legal sufficiency and after legal review and sign off by the Department of Law.

**MINUTES**

Department of Housing and Community Development - Sales and Assumption Agreement and Subordination and Inter-creditor Agreement

**ACTION REQUESTED OF B/E:**

The Board is requested to approve the Sales and Assumption Agreement with respect to the Dayspring Square Apartments located at 1125 N. Patterson Park Avenue, an (i) assignment and assumption of membership interests; and (ii) a Subordination and Inter-creditor Agreement. The Board is further requested to authorize the Commissioner of the Department of Housing and Community Development to execute all legal documents to effectuate this transaction after subject to review for form and legal sufficiency after legal review and sign off by the Department of Law.

**AMOUNT OF MONEY AND SOURCE:**

No funds are required.

**BACKGROUND/EXPLANATION:**

On February 16, 2011, the Board approved a HOME Investment Partnerships Program loan in the amount of \$350,000.00 (the "HOME Loan") to Dayspring Programs, Inc. (the "Borrower"), a Maryland nonprofit corporation, which is a subsidiary of the owner, 1125 North Patterson Park LLC (the "Owner"), a Maryland limited liability corporation. The proceeds of the HOME Loan were used to assist with an historic renovation/restoration of a vacant structure and the construction of a new building on an adjacent lot. Upon completion, the existing building and the new building were converted into a multi-purpose center, a state-of-the-art Head Start Center, offices and program space and 22 affordable rental units of supportive housing.

## MINUTES

Department of Housing and - cont'd  
Community Development

Proceeds of the HOME loan were used to finance a portion of the hard costs of the construction of the rental units. As part of the original project financing, the Borrower and the Owner utilized a combination of Historic Tax Credits and New Market Tax Credits, grants from various foundations, short-term loans, and a Bond Bill from the State of Maryland to construct the project.

The HOME Loan has the following terms. Interest accrues at one percent annually and the loan has a maturity of 20 years following construction completion (the "Maturity Date"). No payments of principal or interest were due during the construction period. During the 20-year period following construction completion, payments of interest only are due on a monthly basis. All required payments have been made with respect to the HOME Loan. Principal and interest owed are due at the Maturity Date. The Owner has guaranteed payment of the HOME Loan, and to secure that guaranty, the Owner has subjected the property to an Indemnity Deed of Trust, Assignment of Rents, Regulatory Agreement, and Security Agreement, dated April 7, 2011 (the "IDOT"), which also ensures that the Owner complies with the HOME program rental restrictions and all other requirements of the HOME Loan. The Department of Transportation is subordinate to the deed of trust securing the current senior loan.

In accordance with the 2011 Board Memo, the loan documents require that at the end of the recapture period of the New Market Tax Credits (the "Recapture Period"), the Borrower must continue to have the HOME Loan secured by a lien on the property or other collateral whose value is not less than the outstanding principal and interest on the HOME Loan. The City also agreed that to the extent the Borrower arranges for permanent financing of the Project at the end of the Recapture Period, the payment of the HOME Loan and the terms and conditions, and lien of the City's mortgage, if any, was to have been subordinate to the terms, conditions, and lien of any mortgage securing any component of such permanent financing, and the City agreed to enter into a commercially reasonable subordination agreement with any such permanent lender.

## MINUTES

Department of Housing and - cont'd  
Community Development

The year 2018 marks the end of the Recapture Period and the Borrower and the Owner are required to refinance the existing senior lender. Sandy Spring Bank has agreed to provide a new mortgage loan in the approximate aggregate amount of \$2,400,000.00 (the "Sandy Spring Loan") to the Borrower to refinance the existing senior loan. The Sandy Spring Loan is expected to have two tranches: a first tranche in the principal amount of \$1,760,000.00 (the "First Tranche") that will accrue interest at a rate of approximately 4.74%, will have a term of 15 years and a 25 year amortization schedule, and will be secured by a first priority lien on the development, and a second tranche loan in the approximate amount of \$640,000.00 that will accrue interest at a rate of approximately 5.6%, will have a term of seven years and a seven-year amortization schedule, and will be secured by a second priority lien on the development. The Borrower is not taking out any equity through the new first and second mortgage loans. Both loans will be repayable in monthly installments of principal and interest until maturity of the loans, at which time the entire principal balance, together with accrued but unpaid interest will be due and payable.

An appraisal was prepared for Sandy Spring Bank dated October 2018 by Newmark Knight Frank, Valuation & Advisory with an "As Is Value" of the property to be \$2,200,000.00. Because the City will have a subordinate lien on the property, Sandy Spring Bank is requiring that the City execute an agreement subordinating its loan, which the Department respectfully requests the Board's approval. The Department will collect a \$2,500.00 subordination fee to document this agreement. In addition, the Borrower has requested to change the required interest payments from monthly to yearly (in arrears) as yearly payments are operationally better for the Borrower.

**MINUTES**

Department of Housing and - cont'd  
Community Development

All other terms and conditions of the 2011 Board Memo and the approvals contained herein remain in full force and effect.

**THE DIRECTOR OF FINANCE REVIEWED AND RECOMMENDED APPROVAL.**

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Sales and Assumption Agreement with respect to the Dayspring Square Apartments located at 1125 N. Patterson Park Avenue, an (i) assignment and assumption of membership interests; and (ii) a Subordination and Inter-creditor Agreement. The Board further authorized the Commissioner of the Department of Housing and Community Development to execute all legal documents to effectuate this transaction after subject to review for form and legal sufficiency after legal review and sign off by the Department of Law.



**MINUTES**

DHCD - cont'd

District by providing technical assistance and workshops to new and existing businesses.

**FOR FY 2019, MBE AND WBE PARTICIPATION GOALS FOR THE ORGANIZATION WERE SET ON THE AMOUNT OF \$88,660.00, AS FOLLOWS:**

**MBE: \$23,938.20**

**WBE: \$ 8,866.00**

**MWBOO GRANTED A WAVIER.**

On August 8, 2018, the Board approved the Resolution authorizing the Commissioner of the Department of Housing and Community Development (DHCD), on behalf of the Mayor and City Council, to file a Federal FY 2018 Annual Action Plan for the Following formula programs:

1. Community Development Block Grant (CDBG)
2. HOME
3. Emergency Solutions Grant (ESG)
4. Housing Opportunities for Persons with AIDS (HOPWA)

Upon approval of the resolution, the DHCD's Contracts Section began negotiating and processing the CDBG Agreements as outlined in the plan effective July 1, 2018 and beyond. Consequently, these agreements were delayed due to final negotiations and processing.

**APPROVED FOR FUNDS BY FINANCE**

**AUDITS REVIEWED AND HAD NO OBJECTION.**

UPON MOTION duly made and seconded, the Board approved and authorized execution of the foregoing Community Development Block Grant Agreements.



MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

VENDOR	AMOUNT OF AWARD	AWARD BASIS
--------	-----------------	-------------

Bureau of Procurement

renewal options. On December 6, 2017, the Board approved the first renewal in the amount of \$44,556.00. Kidsmart Software Company is the sole provider of the proprietary software, license, upgrade, and support services that are used by case managers for various programs throughout the Mayor's Office of Employment Development. This second renewal in the amount of \$38,460.00 will make the award amount \$145,460.00 and is for the period December 1, 2018 through November 30, 2019, with two 1-year renewal options remaining. The above amount is the City's estimated requirement.

**MBE/WBE PARTICIPATION:**

Not applicable. This is a sole source renewal for software and support that is only available from the Vendor.

- 3. MOTION INDUSTRIALS, INC.  
BEARING DISTRIBUTORS, INC.

\$200,000.00	Increase
--------------	----------

Contract No. B50004815 - Industrial Bearings and Seals - Department of Public Works - P.O. Nos. P538167 and P538168

On January 11, 2017, the Board approved the initial award in the amount of \$100,000.00. The award contained two 1-year renewal options. This increase will enable the Department of Public Works to purchase required seals, bearings, and related accessories for the Back River and Patapsco Plants and the pumping station locations and will make the award amount \$300,000.00. The contract expires on December 31, 2019 with two 1-year renewal options. The above amount is the City's estimated requirement.

## MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
---------------	------------------------	--------------------

Bureau of Procurement

**MBE/WBE PARTICIPATION:**

On October 26, 2016, it was determined that no goals would be set because of no opportunity to segment the contract. This contract is for the purchase of the following commodities only: bearings and seals. No services are being provided under this contract.

**MWBOO GRANTED A WAIVER.**

- |                                 |     |                                      |
|---------------------------------|-----|--------------------------------------|
| 4. WGL ENERGY SERVICES,<br>INC. | N/A | Ratification Cooperative<br>Contract |
|---------------------------------|-----|--------------------------------------|
- Baltimore Regional Cooperative Purchasing Committee (BRCPC) contract P-146- Electric Supply Services Agreement - Department of Public Works - Office of Sustainable Energy - Req. No. P536737

This is for future energy purchases, which will be funded through budgeted monthly utility bill payments.

This contract is to enable a long-term hedge purchase of electricity for the BRCPC group as a part of the overall BRCPC electricity procurement plan. The Baltimore County Purchasing Division is the lead jurisdiction for this procurement for BRCPC participating jurisdictions. The period of the ratification is August 24, 2017 through December 5, 2018. The period of the award is December 6, 2018 through August 23, 2019, with seven 1-year renewal options remaining.

## MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
---------------	------------------------	--------------------

Bureau of Procurement

**MBE/WBE PARTICIPATION:**

On June 28, 2016, it was determined that no goals would be set because of no opportunity to segment the contract.

- |   |              |             |
|---|--------------|-------------|
| 5. PREMIER HEALTHCARE   |              | Cooperative |
| ALLIANCE, L.P.  | \$700,000.00 | Contract    |
| US Communities Medical and Pharmacy Program - Fire Department<br>- EMS - Req. No. To be determined. |              |             |

This U.S. Communities contract with the Vendor will allow for a contract vehicle to meet on-going needs for pharmaceutical products, medical equipment, and medical supplies. This U.S. Communities cooperative contract was competitively bid by the County of Dane, Wisconsin as Contract No. 12151. This contract will enable the City to procure these products at a reduced cost through strategic sourcing that combines volumes and the purchasing power of public agencies nationwide. The period of the award is December 5, 2018 through November 20, 2019.

It is hereby certified that the above procurement is of such a nature that no advantage will result in seeking nor would it be practicable to obtain competitive bids. Therefore, pursuant to Article VI, Section 11(e)(i) of the City Charter, the procurement of the equipment and/or service is recommended.

**MBE/WBE PARTICIPATION:**

On November 20, 2018, it was determined that no goals would be set because of no opportunity to segment the contract.

## MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
---------------	------------------------	--------------------

Bureau of Procurement

**MWBOO GRANTED A WAIVER.**

UPON MOTION duly made and seconded, the Board approved the Informal Awards, the Renewals, the Increase to the Contract, and the Cooperative Contracts.

**MINUTES**

Mayor's Office of Human - Ratification of Amendment  
Human Services (MOHS) No. 1 to Agreement

**ACTION REQUESTED OF B/E:**

The Board is requested to ratify the Amendment No. 1 to Agreement with Paul's Place, Inc. The ratification will extend the period of the Amendment No. 1 to Agreement through June 30, 2019.

**AMOUNT OF MONEY AND SOURCE:**

\$0.00

**BACKGROUND/EXPLANATION:**

On October 25, 2017, the Board approved the original Agreement in the amount of \$154,408.00 for the period of July 1, 2017 to June 30, 2018. Paul's Place Inc. was awarded funds for homelessness prevention and rapid re-housing assistance to serve 20 homeless individuals or families and 40 households at risk of becoming homeless.

The MOHS requests that the Board ratify the Amendment No. 1 to Agreement to extend the period of the Agreement through June 30, 2019 to allow for continued program operations.

**MWBOO GRANTED A WAIVER.**

**APPROVED FOR FUNDS BY FINANCE**

**AUDITS NOTED THE NO COST TIME EXTENSION.**

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Amendment No. 1 to Agreement with Paul's Place, Inc.

## MINUTES

Mayor's Office of Human Services - Provider Agreements

The Board is requested to approve and authorize execution of the Provider Agreements. The period of the agreement is July 1, 2018 through June 30, 2019, unless otherwise indicated.

1. **ASSOCIATED CATHOLIC CHARITIES, INC.** **\$113,500.00**

Account: 5000-529119-3572-767000-603051

Associated Catholic Charities, Inc. will utilize the funds to operate a day resource center for homeless women and their children. Approximately 50 women and children will be served daily.

**MWBOO GRANTED A WAIVER.**

2. **ASSOCIATED CATHOLIC CHARITIES, INC.** **\$ 24,822.00**

Account: 5000-529119-3572-766900-603051

Associated Catholic Charities, Inc. will utilize the funds to provide shelter and support services to approximately 90 homeless men in their Christopher's Place Employment Academy program.

The agreements are late because of a delay in receiving the state grant award notice.

3. **ASSOCIATED CATHOLIC CHARITIES, INC.** **\$ 11,719.00**

Account: 5000-529119-3573-765500-603051

Associated Catholic Charities, Inc. will utilize the funds to pay a portion of the cost of resident advocates who link low-

## MINUTES

MOHS - cont'd

income residents of permanent housing in the City of Baltimore to services and help them to remain in their housing. Associated Catholic Charities, Inc. will serve approximately 14 men per year.

The agreement is late because of a delay in receiving the formal grant award notice from the State.

4. **HELPING UP MISSION, INC.** **\$139,494.34**

Account: 1001-000000-3572-772800-603051

Helping Up Mission, Inc. will utilize the funds to operate a day shelter, the "Transportation HUB Project", serving 60 homeless women while they wait for transportation to emergency overflow shelters for overnight accommodation. The period of the agreement is November 1, 2018 through October 31, 2019.

The agreement is late because of a delay in the administrative follow-up.

**MWBOO GRANTED A WAIVER.**

**APPROVED FOR FUNDS BY FINANCE**

**AUDITS REVIEWED AND HAD NO OBJECTION.**

UPON MOTION duly made and seconded, the Board approved and authorized execution of the foregoing Provider Agreements. The Comptroller **ABSTAINED** on item no. 4.

## MINUTES

Mayor's office of Human - Grant Award Agreements  
Services/ (MOHS)

The Board is requested to approve and authorize execution of the various agreements.

1. **U.S. DEPARTMENT OF HOUSING** **\$ 8,417,340.00**  
**AND URBAN DEVELOPMENT**

Account: 4000-490819-3571-762400-404001

Under the terms of this agreement, MOHS will use funds to provide low-income persons living with HIV/AIDS and their families housing assistance and related supportive services to prevent clients from becoming homeless. The period of the agreement is July 1, 2018 through June 30, 2021.

The agreement is late because of a delay in receiving the grant agreement from the Federal Government.

2. **U.S. DEPARTMENT OF HOUSING** **\$ 1,745.185.00**  
**AND URBAN DEVELOPMENT**

Account: 4000-407119-3571-765000-404001

Under the terms of this agreement, MOHS has been awarded funds under the Emergency Solutions Grant program. The period of the agreement is July 1, 2018 through June 30, 2020.

The agreement is late because of a delay in receiving the grant agreement from the Federal Government.

## MINUTES

Mayor's office of Human Services - cont'd

3. **MARYLAND STATE DEPARTMENT** **\$10,859,873.47**  
**OF HUMAN RESOURCES**

Account: 5000-585919-1191-719000-405001

Under the terms of this agreement, MOHS will use funds to support administrative services to low-income residents with energy assistance needs. The period of the agreement is July 1, 2018 through June 30, 2019.

The agreement is late because of a delay in obtaining the grant award from the Maryland State Department of Human Resources.

**MWBOO GRANTED A WAIVER.**

**APPROVED FOR FUNDS BY FINANCE**

**AUDITS REVIEWED THE SUBMITTED DOCUMENTATION AND FOUND THAT IT CONFIRMED THE GRANT AWARD**

UPON MOTION duly made and seconded, the Board approved and authorized execution of the foregoing Grant Award Agreements.

**MINUTES**

Department of Public Works - Renewal of Agreement

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize the exercise of the option to renew the Agreement with the Waterfront Partnership of Baltimore, Inc. The period of the Renewal Agreement is August 1, 2018 through July 31, 2019, with the option to renew for one additional one-year term.

**AMOUNT OF MONEY AND SOURCE:**

\$17,090.50 - 2070-000000-5501-397210-603016

**BACKGROUND/EXPLANATION:**

On September 27, 2017, the Board approved the agreement with the Waterfront Partnership of Baltimore, Inc. to provide cleaning and greening services on the grounds of the Eastern Avenue Pumping Station, which is located just east of the Inner Harbor in downtown Baltimore.

This Renewal Agreement, for the period August 1, 2018 through July 31, 2019, is the first of two, one-year renewal options under the same terms and conditions.

The Renewal Agreement is late because of delays in the administrative process.

**APPROVED FOR FUNDS BY FINANCE**

**AUDITS REVIEWED AND HAD NO OBJECTION.**

**MINUTES**

Department of Public Works - cont'd

UPON MOTION duly made and seconded, the Board approved and authorized execution of the renewal of the Agreement with the Waterfront Partnership of Baltimore, Inc.

## MINUTES

Employees' Retirement System (ERS) - Disability Hearings  
Services Agreements

The Board is requested by the Board of Trustees of the ERS to approve and authorize execution of the Disability Hearings Services Agreements with the following individuals:

	<u>Rate of Pay</u>	<u>Amount</u>
1. <b>JUDY G. SMYLIE</b>	\$700.00 per written decision for which a hear- ing is held \$300.00 per written decision for which no hearing is held	<b>\$20,000.00</b>
2. <b>DEBRA A. THOMAS</b>	\$700.00 per written decision for which a hear- ing is held \$300.00 per written decision for which no hearing is held	<b>\$20,000.00</b>
3. <b>DORENE ROTHMANN</b>	\$700.00 per written decision for which a hear- ing is held \$300.00 per written decision for which no hearing is held	<b>\$20,000.00</b>

## MINUTES

ERS - cont'd

	<u>Rate of Pay</u>	<u>Amount</u>
4. <b>DEVEREAUX E. STERRETTE</b>	\$700.00 per written decision for which a hear- ing is held \$300.00 per written decision for which no hearing is held	<b>\$20,000.00</b>
5. <b>STANLEY C. ROGOSIN</b>	\$700.00 per written decision for which a hear- ing is held \$300.00 per written decision for which no hearing is held	<b>\$20,000.00</b>
6. <b>EDWARD G. DANIELS</b>	\$700.00 per written decision for which a hear- ing is held \$300.00 per written decision for which no hearing is held	<b>\$20,000.00</b>

Account: 1001-000000-1220-147500-603026

The above-listed individuals will each work as a Hearing Examiner for the ERS, the Fire & Police Employees' Retirement System (F&P), and the Elected Officials' Retirement System (EOS).

**MINUTES**

ERS - cont'd

Article 22, §9(p) of the Baltimore City Code, establishes a panel of Hearing Examiners to hear and adjudicate the ERS, F&P, and EOS disability and death benefit cases.

Under §9(p)(2)(iii), the ERS Board of Trustees may submit to the Board of Estimates recommended candidates for the panel. The ERS Board of Trustees respectfully recommends that the above-listed individuals be appointed as Hearing Examiners, pursuant to the terms of the agreement, and on the basis of their experience and expertise in adjudicating disability and death benefit claims. The period of the agreement is January 1, 2019 through December 31, 2019.

**MBE/WBE PARTICIPATION:**

N/A

**APPROVED FOR FUNDS BY FINANCE**

**AUDITS REVIEWED AND HAD NO OBJECTION.**

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Disability Hearings Services Agreements with the foregoing individuals. The Comptroller

**ABSTAINED.**

**MINUTES**

Department of Public Works - Task Assignment

**ACTION REQUESTED OF B/E:**

The Board is requested to approve the assignment of Task No. 009 to Rummel, Klepper & Kahl, LLP, under Project 1236R On-Call Stormwater Management Study and Engineering Design Services. The period of the task assignment is approximately 18 months.

**AMOUNT OF MONEY AND SOURCE:**

(\$245,281.71) - 9958-909444-9525-900020-703032

**BACKGROUND/EXPLANATION:**

The Department is in need of design services to build a pond/wetland at Perring Parkway and Colville to help reduce sediment load discharged into the Chesapeake Bay. Since the project was no longer feasible, the Consultant wishes to credit the funds back to the projects. The credit will facilitate future work, which is within the original scope of the agreement.

**DBE PARTICIPATION:**

The Consultant will comply with Article 5, Subtitle 28 of the Baltimore City Code and the 27% MBE and 10% WBE goals assigned to the original agreement. Currently the Consultant is not in compliance because the Consultant is crediting the tasks that are not being utilized and the Department will be writing tasks that are to utilize the MBE/WBE funds to bring the Consultant into compliance.

**MBE:** 27%

**WBE:** 10%

**MINUTES**

Department of Public Works - cont'd

**APPROVED FOR FUNDS BY FINANCE**

**AUDITS REVIEWED AND FOUND THE BASIS FOR COMPENSATION CONSISTENT WITH CITY POLICY.**

UPON MOTION duly made and seconded, the Board approved the assignment of Task No. 009 to Rummel, Klepper & Kahl, LLP, under Project 1236R On-Call Stormwater Management Study and Engineering Design Services.

**MINUTES****BOARDS AND COMMISSIONS**1. Prequalification of Contractors

In accordance with the Rules for Prequalification of Contractors, as amended by the Board on November 21, 2016, the following contractors are recommended:

Anvis, LLC	\$1,500,000.00
Baltimore Washington Restoration Company	\$1,360,000.00
Blueprint Construction Services, LLC	\$ 130,000.00
East Coast Infrastructure, LLC	\$6,000,000.00

2. Prequalification of Architects and Engineers

In accordance with the Resolution Relating to Architectural and Engineering Services, as amended by the Board on June 29, 1994, the Office of Boards and Commissions recommends the approval of the prequalification for the following firms:

Celadon Technologies, LLC	Engineer
Coastal Resources, Inc.	Engineer Landscape Architect
EMA, Inc.	Engineer
Hazen and Sawyer, P.C.	Architect Engineer
Jackson and Tull Chartered Engineers	Engineer
KPN Architects, LLC	Architect

**MINUTES****BOARDS AND COMMISSIONS**

2. Prequalification of Architects and Engineers - cont'd
- |   |           |
|---|-----------|
| Reviera Enterprises, Inc. T/A<br>REI/Drayco | Engineer  |
| SAMMS Engineering, LLC                      | Engineer  |
| Studio 50 Design, LLC.                      | Architect |

There being no objection, the Board, UPON MOTION duly made and seconded, approved the Prequalification of Contractors and the Prequalification of Architects and Engineers for the listed firms.

**MINUTES**

Mayor's Office of Employment - Ratification of Grant Award  
Development

**ACTION REQUESTED OF B/E:**

The Board is requested to ratify acceptance of the Grant Award from the State of Maryland, Department of Labor, Licensing, and Regulation (DLLR). The ratification will extend the period of the Grant Award through December 31, 2018.

**AMOUNT OF MONEY AND SOURCE:**

N/A

**BACKGROUND/EXPLANATION:**

On March 7, 2018, the Board approved the Grant Award from DLLR in the amount of \$255,213.00 to administer a highway or capital transit related training and workplace life skills program for low skilled, unemployed or underemployed Baltimore City residents.

A portion of the grant in the amount of \$179,636.00 was expended by September 30, 2018. This ratification will allow the remaining amount of \$75,577.00 to be expended.

The Grant Award is late because of a delay in the notification from DLLR.

**APPROVED FOR FUNDS BY FINANCE**

**AUDITS REVIEWED THE SUBMITTED DOCUMENTATION AND FOUND THAT IT CONFIRMED THE GRANT AWARD.**

UPON MOTION duly made and seconded, the Board ratified acceptance of the Grant Award from the State of Maryland, Department of Labor, Licensing, and Regulation.

**MINUTES**

Baltimore Convention Center - Third Amendment to Agreement

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of the Third Amendment to Agreement with the Maryland Stadium Authority. The Third Amendment to Agreement is effective upon Board approval through December 2029.

**AMOUNT OF MONEY AND SOURCE:**

\$2,700,000.00 - Approximate City Contribution Annually

\$5,500,000.00 - Approximate State Contribution Annually

**BACKGROUND/EXPLANATION:**

In the original operating agreement approved in 1993, the City and the State were obligated to pay the percentages of one-third and two-thirds, respectively, of the annual operating deficits of the Baltimore Convention Center and to contribute to a reserve fund for capital improvements.

The First Amendment extended the agreement from July 2008 through December 2014.

The Second Amendment extended the agreement from January 2015 through December 2019.

In the 2018 session, the State Legislature approved the extension of the agreement through December 2029.

The source of funds for State obligation of the annual operating deficit is account number 5000-577519-5311-391300-405001 and the source of funds for State contribution of \$200,000.00 for capital expenditures is account number 9953-912015-9535-900000-700000. The City's contribution comes from the General Operating Fund.

**MINUTES**

Baltimore Convention Center - cont'd

**APPROVED FOR FUNDS BY FINANCE**

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Third Amendment to Agreement with the Maryland Stadium Authority.

MINUTES

TRANSFERS OF FUNDS

\* \* \* \* \*

UPON MOTION duly made and seconded,

the Board approved

the Transfers of Funds

listed on the following pages:

5008 - 5010

SUBJECT to receipt of favorable reports

from the Planning Commission,

the Director of Finance having

reported favorably thereon,

as required by the provisions of the

City Charter.

**MINUTES****TRANSFERS OF FUNDS**

<b><u>AMOUNT</u></b>	<b><u>FROM ACCOUNT/S</u></b>	<b><u>TO ACCOUNT/S</u></b>
<u>Baltimore City Office of Information and Technology (BCIT)</u>		
1. <b>\$ 50,000.00</b>	9903-926026-9117 General Funds	9903-927026-9116 General Funds
2 <sup>nd</sup> Parks and Public Facilities		

BCIT is transferring capital funds for the Uninterrupted Power Supply project. The funds will be used by BCIT to replace the legacy enterprise infrastructure uninterrupted power supply hardware from power utility spikes and surges form damaging the networking equipment.

2. <b>\$ 100,000.00</b>	9903-921033-9177 General Funds	9903-923033-9116 General Funds
2 <sup>nd</sup> Parks and Public Facilities		

BCIT is transferring capital funds for the Enable Government Cloud phase I. The initial funding will be used by BCIT to purchase the infrastructure to the Cloud to enable City government cloud presence.

Department of Housing and Community Development

3. <b>\$2,000,000.00</b>	9910-922012-9587 Whole Block Demo.	9910-903390-9588 Whole Block Demo.
2 <sup>nd</sup> Comm. & Eco. Dev.		FY 19-25

The transfer will provide funds to support the Citywide Whole Block demolition program.

4. <b>\$2,000,000.00</b>	9910-922012-9587 Whole Block Demo. (Reserve)	9910-905640-9588 Whole Block Demo. - Land Mgmt.
2 <sup>nd</sup> Comm. & Eco. Dev. Bonds		

The transfer will move appropriations as approved in the FY 19 Ordinance to a Whole Block account for acquisition and relocation costs of the properties in targeted areas.

MINUTES

TRANSFERS OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
<u>Department of Housing and Community Development</u>		
5. <b>\$54,314,393.62</b>	9910-905251-9587	
Comm. Enterprises	Comm. Enterprise	
Funds	Program - (Reserve)	
52,314,393.62	-----	9910-908221-9588
		Comm. Enterprise
		Program - NIIF
<u>2,000,000.00</u>	-----	9910-906222-9588
		Comm. Catalyst Grant
<b>\$54,314,393.62</b>		

The transfer will move appropriations as approved in the FY 19 Ordinance to create a new financing program to catalyze creating a public-private investment fund to provide capital to support real estate and business development in under-invested neighborhoods aligned with the City's goals and strategic community development efforts.

Department of General Services

6. <b>\$ 750,000.00</b>	9916-905001-9194	9916-903967-9197
Other Fund Revenue	Const. Res. -	MECU Building
	Unallotted	Roof Replacement -
		Active

This transfer will provide funds for the Department to do a full roof replacement at the MECU Building including all associated in-house costs. The existing roof has surpassed its' useful life span and must be replaced.

**MINUTES****TRANSFERS OF FUNDS**

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
<u>Department of Recreation and Parks</u>		
7. \$ 65,000.00	9938-904119-9475	9938-905119-9474
General Funds	2 <sup>nd</sup> Parks & Public Facilities Park Building (Reserve)	Park Building Renovations (Active)

The funds will be used by Park Building Renovations to cover the costs associated with roof replacement at the Gwynns Falls Division Maintenance yard.

Department of Housing & Community Development

8. \$2,000,000.00	9910-924030-9587	9910-905162-9588
State Fund Appropriation	Whole Block and Half Block Demolition (Reserve)	CORE: Whole Block and Half Block Demolition

The funds will be used by the Whole Block and Half Block Demolition for acquisition and relocation costs associated with the CORE (Creating Opportunities for Renewal and Enterprise) Program. These funds will be used for acquisition and relocation costs associated with The CORE Program.

9. \$2,000,000.00	9910-924030-9587	9910-905143-9588
State Fund Appropriation	CORE: Whole Block and Half Block Demolition (Reserve)	CORE: Whole Block and Half Block Land Resources

The funds will be used by the Whole Block and Half Block Demolition. These funds will be used for demolitions associated with CORE (Creating Opportunity for Renewal and Enterprise) Program.

**MINUTES**

Parking Authority of - Expenditure of Funds  
Baltimore City (PABC)

**ACTION REQUESTED OF B/E:**

The Board is requested to approve the Expenditure of Funds to pay Admiral Elevator Company, Inc. (Admiral) for elevator repairs to one elevator inside the Franklin Street Garage. The Expenditure of Funds is effective upon Board approval for two weeks.

**AMOUNT OF MONEY AND SOURCE:**

\$14,672.00 - 2075-000000-2321-252800-609033

**BACKGROUND/EXPLANATION:**

The Franklin Street Garage, located at 15 W. Franklin Street, requires replacement of the hydraulic oil line from the machine room to one of the elevators serving the Garage. The elevator was losing hydraulic oil, which caused the elevator to be inoperable. Admiral installed a shut off valve in the elevator pit to determine if the oil loss was in the line from the elevator pump in the machine to the elevator jack head or, if the oil loss was in the line from the jack assembly itself, which is underground. It was determined to be leaking oil in the section of the line that is underground. The underground line will be abandoned and replaced with a new line that is above ground.

This elevator is one of two elevators serving the garage. It is the only elevator with proper access to the 7<sup>th</sup> floor of the garage. The repairs will be performed by Admiral at a total cost of \$14,672.00. This includes \$9,800.00 for labor, \$4,372.00 for materials, and \$500.00 for equipment. Since the PABC through its garage operator (PMS Parking), maintains a service and maintenance contract with Admiral, the PABC has not solicited other bids for this work. The PABC believes that the Admiral proposal represents the best value to the PABC and the City in completing this urgent repair work.

**MINUTES**

PABC - cont'd

**APPROVED FOR FUNDS BY FINANCE**

**AUDITS REVIEWED AND HAD NO OBJECTION.**

UPON MOTION duly made and seconded, the Board approved the Expenditure of Funds to pay Admiral Elevator Company, Inc. for elevator repairs to one elevator inside the Franklin Street Garage.

**MINUTES**

Parking Authority of - Parking Facility Rate Adjustments  
Baltimore City (PABC)

**ACTION REQUESTED OF B/E:**

The Board is requested to approve an adjustment to the transient and monthly rates at the City-owned Franklin Street Garage that is managed by the PABC. The Parking Facility Rate Adjustment is effective upon Board approval.

**AMOUNT OF MONEY AND SOURCE:**

N/A

**BACKGROUND/EXPLANATION:**

The PABC is charged with managing the City of Baltimore's parking assets. Proper stewardship of those assets requires that the PABC realize the best possible return on the City's parking investments.

Pursuant to Article 31, §13(f)(2) of the Baltimore City Code, subject to the approval of the Board of Estimates, the PABC may set the rates for any parking project. The PABC believes that a rate adjustment at this parking facility is warranted at this time.

To bring the transient and monthly rates charged at Franklin Street Garage in line with its surrounding facilities, the PABC staff developed the rate adjustment recommendation submitted hereto. This rate adjustment was unanimously approved by the PABC Board of Directors.

Franklin Street Garage Transient Rate Adjustment			
Rate to be Adjusted	Current Rate	Proposed Rate	Date of Last Adjustment
Up to 2 hours - to now be combined with up to 3 hours	\$8.00	\$9.00	August 2017
Up to 12 hours	\$10.00	\$11.00	September 2017
Up to 24 hours	\$12.00	13.00	September 2017

**MINUTES**PABC - cont'd

Franklin Street Garage Monthly Rate Adjustment			
Rate to be Adjusted	Current Rate	Proposed Rate	Date of Last Adjustment
Monthly Market Rate	\$135.00	\$140.00	May 2017

**APPROVED FOR FUNDS BY FINANCE**

UPON MOTION duly made and seconded, the Board approved the adjustment to the transient and monthly rates at the City-owned Franklin Street Garage that is managed by the PABC.

**MINUTES**

Baltimore Development Corporation - License Agreement

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of the License Agreement between the Department of Transportation and BCP Investor, LLC. The License Agreement is effective upon Board approval for five years.

**AMOUNT OF MONEY AND SOURCE:**

<u>Annual Fee</u>	<u>Monthly Installments</u>
\$30,000.00	\$2,500.00

**BACKGROUND/EXPLANATION:**

The City has issued a Parking Right-of-Entry with BCP Investors, LLC for surface parking on the parcel of land designated as a roadbed on the north side of Boston Street between Conkling Street and Haven Street. The parking lot serves the Shops at Canton Crossing, principally located at 3501 Boston Street. This License Agreement will allow for continued use of this parcel as surface parking for the Project.

**A PROTEST WAS RECEIVED FROM GREEN LAW FIRM LLC. REPRESENTING GUNTHER BOTTLE LLC.**

**A PROTEST WAS RECEIVED FROM ATTILIO SCHIANO, OWNER OF PASTA MISTA RESTAURANT. THE PROTEST WAS NOT HEARD.**

GREEN  
LAW FIRM LLC

600 MEADOWRIDGE ROAD  
BALTIMORE, MARYLAND 21204  
410-274-6569  
FAX 410-823-7671

December 11, 2018

**BY ELECTRONIC MAIL**  
**HARRIETTE.TAYLOR@BALTIMORECITY.GOV**

Board of Estimates  
c/o Clerk, Board of Estimates  
204 City Hall  
100 North Holliday Street  
Baltimore, MD 21202

Re: PROTEST - Baltimore Development Corporation - License Agreement/  
Right of Entry with BCP Investors LLC for roadbed on north side of Boston  
Street (the "City Property")

To Whom It May Concern:

The undersigned, Gillis Green, respectfully requests that I be permitted to speak at your next scheduled meeting on Wednesday, December 12, 2018 at 9:00 a.m.

Pursuant to the regulations of the Board of Estimates Meetings, the undersigned hereby states as follows:

1. I represent Gunther Bottle LLC, a Maryland limited liability company, the owner of 3600 Boston Street, Baltimore, MD 21224, the parcel of real property adjacent to and immediately north of the parcel of property in question, which property is the home to numerous tax-paying, retail tenants (collectively, "The Shops at Brewers Hill"). Gunther Bottle LLC has authorized me to appear on its behalf.

2. The issues with the proposed License Agreement with BCP Investors LLC ("Proposed BCP License") for the City Property in question include, but are not limited to:
  - a. Gunther Bottle LLC has the legal right to the City Property pursuant to a License Agreement dated January 22, 2003 (the "Gunther Bottle License"), and in support thereof, attaches the Gunther Bottle License Agreement hereto;
  - b. Baltimore City has violated the terms of the Gunther Bottle License by blocking access thereto, and would further violate the terms of the Gunther Bottle License by entering into the Proposed BCP License;
  - c. The 76-space parking lot on the City Property is a lighted, paved and striped surface parking lot; all of the improvements to the parking lot were constructed by and paid for by Gunther Bottle LLC in 2003 pursuant to and in reliance on the Gunther Bottle License at a cost of approximately \$450,000. No City money was spent improving the City Property. Neither the City nor BCP Investors LLC paid for any part of such improvements;
  - d. To this day, Gunther Bottle LLC pays for the maintenance, lighting, and trash removal for the City Property;
  - e. The parking lot on the City Property is on the NORTH side of Boston Street, as are 13 retail establishments of The Shops at Brewers Hill (Panera Bread, Five Guys, Pasta Mista, PNC Bank, Dunkin Donuts, Floyd's Barbershop, Dogma Pet Store, etc.). These retailers and their customers rely on the parking lot. All of the aforementioned retailers are located approximately 50-100 feet away from the parking spaces on the City Property. Gunther Bottle LLC built the surface parking lot on the City Property for the express purpose of serving such retail tenants of The Shops at Brewers Hill.
  - f. Conversely, The Shops at Canton Crossing are on the SOUTH side of Boston Street, a busy 4-lane City Street with high-speed traffic that divides the City Property from the Shops at Canton Crossing. The retail tenants at the Shops at Canton Crossing have literally hundreds of parking spaces for their customers and a 76-space parking lot across a 4-lane busy street is not going to help

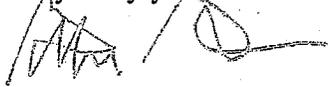
them. The retailers in the Shops at Canton Crossing are at closest 1,000 feet away from the parking spaces on the City Property and most of the retailers are approximately 2,000-3,000 feet away from such parking spaces;

- g. The City should not put itself in the position of encouraging shoppers and employees to cross a 4-lane, busy street with high-speed traffic and no crossing facilities, it is a significant safety hazard;
  - h. By entering into the Proposed BCP License in violation of the Gunther Bottle License, the City would be taking away use of a parcel of property improved and paid for by Gunther Bottle LLC, to the detriment of tax paying retailers 50 feet away, in favor of giving the City Property to a competing real estate developer, whose retail tenants are across a 4-lane busy road and are over 1,000 feet away;
  - i. Gunther Bottle LLC has expressly stated to Baltimore Development Corporation officials its desire and right to continue to license the City Property; by not putting such a License Agreement out to bid, knowing that there are at least two interested parties, the City is wasting taxpayer assets and exposing itself to the perception that City procurement laws and regulations are not being properly followed.
  - j. Gunther Bottle LLC intends to institute litigation against Baltimore City for among other things, breaching the terms of the Gunther Bottle License. Authorizing the entry into the Proposed BCP License would exacerbate the City's position in such litigation.
3. For the above stated reasons, Gunther Bottle LLC and its 13 retailers has been and will be immediately and irreparably continue to be irreparably harmed by not having access to the 76-space parking lot, parking spaces which the protestant built and paid for with its own money.

December 11, 2018  
Page 4

Thank you and I look forward to receiving your favorable reply.

Very truly yours,

A handwritten signature in black ink, appearing to read 'F. Gillis Green', with a long horizontal flourish extending to the right.

F. Gillis Green

cc: Gunther Bottle LLC  
Mr. Wells Obrecht  
Michael A. Brown, Esquire, Nelson Mullins  
Michael Blumenfeld, Esquire, Nelson Mullins

# EXHIBIT A

## LICENSE AGREEMENT

JAN 22 2003

THIS LICENSE AGREEMENT (this "Agreement") is made this \_\_\_ day of \_\_\_ 2003, by and between THE MAYOR AND CITY COUNCIL OF BALTIMORE CITY acting by and through the BALTIMORE CITY DEPARTMENT OF PUBLIC WORKS ("Licensor") and Gunther Bottle LLC, ("Gunther Bottle LLC" OR "Licensee").

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. License. Licensor hereby grants Licensee a License for the exclusive use of the parcel of land formerly designated as the roadbed of Boston Street, for use as a surface parking lot as designated on Exhibit A attached hereto ("Lot"). The Lot shall be used solely for automobile parking by Licensee and the tenants (and their employees, visitors and agents) of the Licensee's Gunther Bottle LLC ("Project") located in the building known as "Gunther Bottle". The License may not be assigned, nor the lot sublet, in whole or in part, except to the transferee of the Project. The Spaces shall be available for use 24 hours per day, seven days per week. Licensee takes the Lot in an "as is" condition & Licensor makes no warranty or guaranty as to the suitability of use of the Lot of the purpose intended. City makes no representation as to the zoning of the Lot and it is the responsibility of Licensee at its expense, to obtain any permits and approvals for the use intended and to comply mutual applicable laws, rules and regulations. It is the responsibility of Licensee to use the lot in such a manner that the use by Licensee, it's tenants and their agents, invitees and business invitees shall not disturb or interfere with surrounding street traffic. Licensee shall have the right to improve the Lot by paving or such other improvements necessary for its use of the Lot as a parking area. Any such permanent improvements shall be the property of the Licensor at no cost or charge upon termination of this Agreement or any extension. The Licensee may also install such signage, at its expense and subject to obtaining any required permits, for the parking area and identifying the Project and the tenants of the Project.
2. Term. This Agreement shall be in effect for a Term of ten (10) years commencing, July 1, 2003 and ending on June 30, 2013. The agreement shall have four (4) options to extend, each for five (5) year terms, on the same terms herein, to be exercised upon the mutual agreement of the parties, provided Licensee is not in default in the term or any extension.
3. Fee and Payment. Licensee shall pay upon demand Licensor One Dollar (\$1) per year for the Fee commencing July 1, 2003 and on the first day of each year of the Agreement thereafter until this Agreement terminates.
4. Default. If Licensee defaults in any obligation of Licensee contained in this Agreement and such default continues for twenty (20) days after receipt of Licensor's written notice specifying such default, the Licensor may immediately terminate this Agreement and pursue any remedies available at law or in equity to recover any actual damages caused by Licensee's default

5. Space Designation. Licensee, at its own expense, shall develop a parking designation plan which shall include marking or otherwise designating the parking spaces ("Spaces") as reserved solely for the use of Licensee, the tenants of the Project (and their employees, visitors, invitees, and agents), which plan shall not be implemented by Licensee unless and until approved in writing by Licensor, such approval not to be unreasonably withheld or delayed.
6. Repairs/Maintenance. Licensee shall be responsible, at its own expense, for all repairs and maintenance, including without limitation, snow removal, necessary to maintain the Spaces and access aisles in a good, clean and safe condition. If Licensor has to perform such repairs and maintenance, the Licensee shall promptly pay such cost to Licensor as additional rent.
7. Insurance. Licensee shall obtain and maintain commercial or comprehensive general liability insurance, including contractual liability coverage and contractual indemnification of obligations under Section 6 of this Agreement. The limit of liability of such insurance shall not be less than Two Million Dollars (\$2,000,000.00) combined single limit coverage for injury to person, loss of life and damage to property arising out of any single occurrence. Licensor shall be named an additional insured on said policy. On or before the commencement of the Term, Licensee shall furnish Licensor with a certificate of insurance evidencing the insurance required hereunder. Thereafter, on or before each July 1<sup>st</sup> during the Term, Licensee shall furnish Licensor with a certificate of insurance evidencing extension or replacement insurance. Such insurance shall not be terminated except upon 20-days prior notice to Licensor.
8. Obligations. Licensee agrees to be responsible for the payment of any and all taxes or fees for the used parking areas. Licensee agrees to comply with all rules, regulations and ordinances of any governmental body pertaining to the parking areas.
9. Mutual Indemnity. Licensee hereby agrees to defend, indemnify and hold Licensor harmless from and against any claims, actions, demands, damages, losses, injuries or expenses, including, without limitation, reasonable attorneys' fees, incurred by Licensor that arise out of the use by Licensee and the occupants of the Project and their invitees of the Spaces and the drive aisles providing access thereto. Licensor hereby agrees to defend, indemnify and hold Licensee harmless from and against any claims, actions, demands, damages, losses, injuries or expenses, including, without limitation, reasonable attorneys' fees, incurred by Licensee that arise out of the performance by Licensor of its obligations under paragraph 6 hereof or that arise out of the use of the Parking Lot by Licensor or its employees or invitees. This shall not be limited to any insurance required herein.
10. Termination. The City reserves the right to unilateral termination of this agreement if ever the property is requested by the City, State, or Federal Government for any use or purpose associated with the construction, operation, and/ or maintenance of any public infrastructure improvement, provided that the City submits, and the Licensee receives written notice at least nine (9) months prior to the termination date.

11. Notice. All communication concerning use of the lot will occur between the parties hereto. Parking users will direct any concerns to the on site manager of the Gunther Bottle LLC. Any notices required hereunder shall be sent by reputable overnight courier or first class mail, prepaid, to the other party at the following address:

Licensor: Department of Public Works  
Abel Wolman Building  
200 N. Holiday Street  
Baltimore, MD 21202  
Attention: Director

Copy: Baltimore Development Corporation  
36 South Charles Street  
Suite 1600  
Baltimore, MD 21201  
Attention: Kim Clark

Licensee: Gunther Bottle LLC  
C/o OBRECHT Commercial Real Estate, Inc.  
15 West Aylesbury Road  
Suite 601  
Timonium, MD 21093  
Attention: Wells Obrecht, Managing Member

12. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter contained herein. This Agreement shall be construed in accordance with the laws of the State of Maryland. This License can be assigned subject to prior approval of BDC as agent for the City, which approval can be withheld in the sole discretion of BDC.

In Witness Whereof, the parties have executed this Agreement as of the date first above written.

WITNESS:

MAYOR AND CITY COUNCIL OF BALTIMORE  
BY: DEPARTMENT OF PUBLIC WORKS

*Arnold Aiken*

By: *George L. Winfield*  
Name: GEORGE L. WINFIELD  
Title: DIRECTOR  
LICENSOR

WITNESS:

GUNTHER BOTTLE LLC

*M. Hart*

By: *Don Wells Obricht*  
Name: Don Wells Obricht  
Title: Authorized Member  
LICENSEE

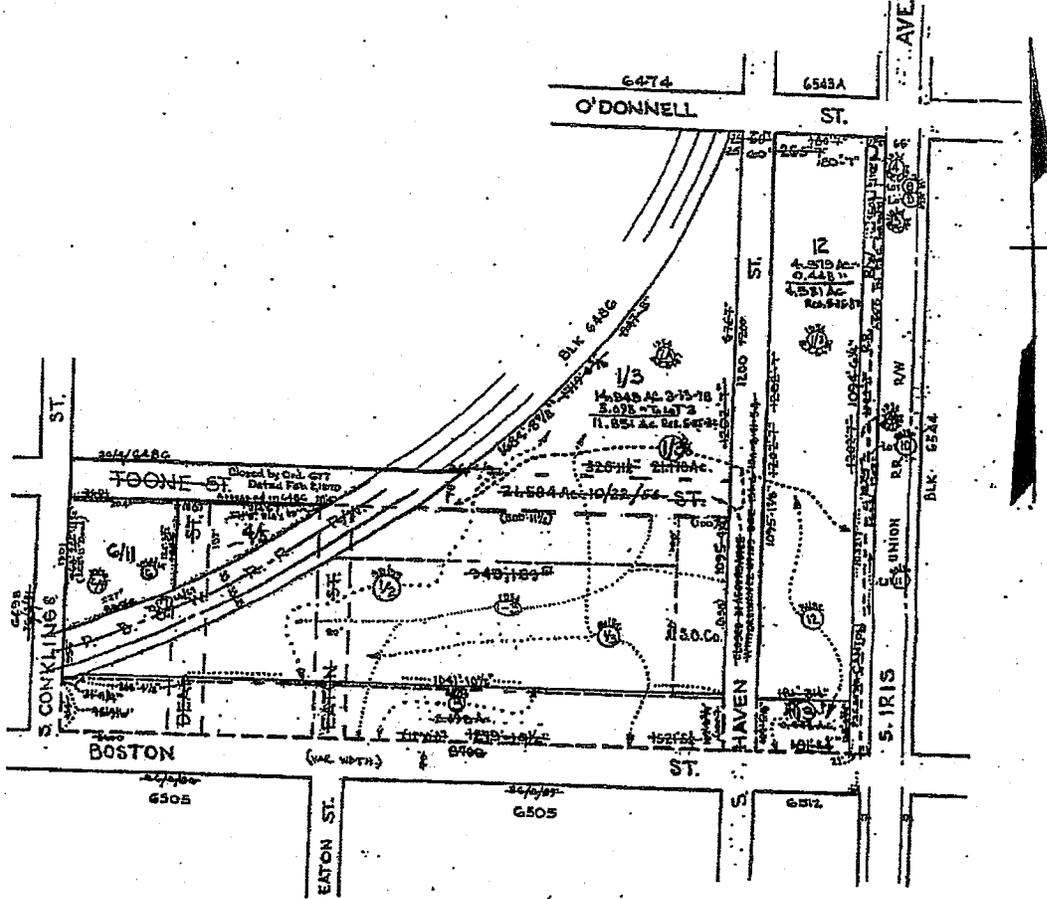
APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY  
THIS 1<sup>st</sup> DAY OF January 2002.

APPROVED BY  
BOARD OF ESTIMATES

*Chauene Jenkins*  
ASSISTANT SOLICITOR  
Chief

*Bernice S. Taylor* JAN 22 2002  
CLERK DATE

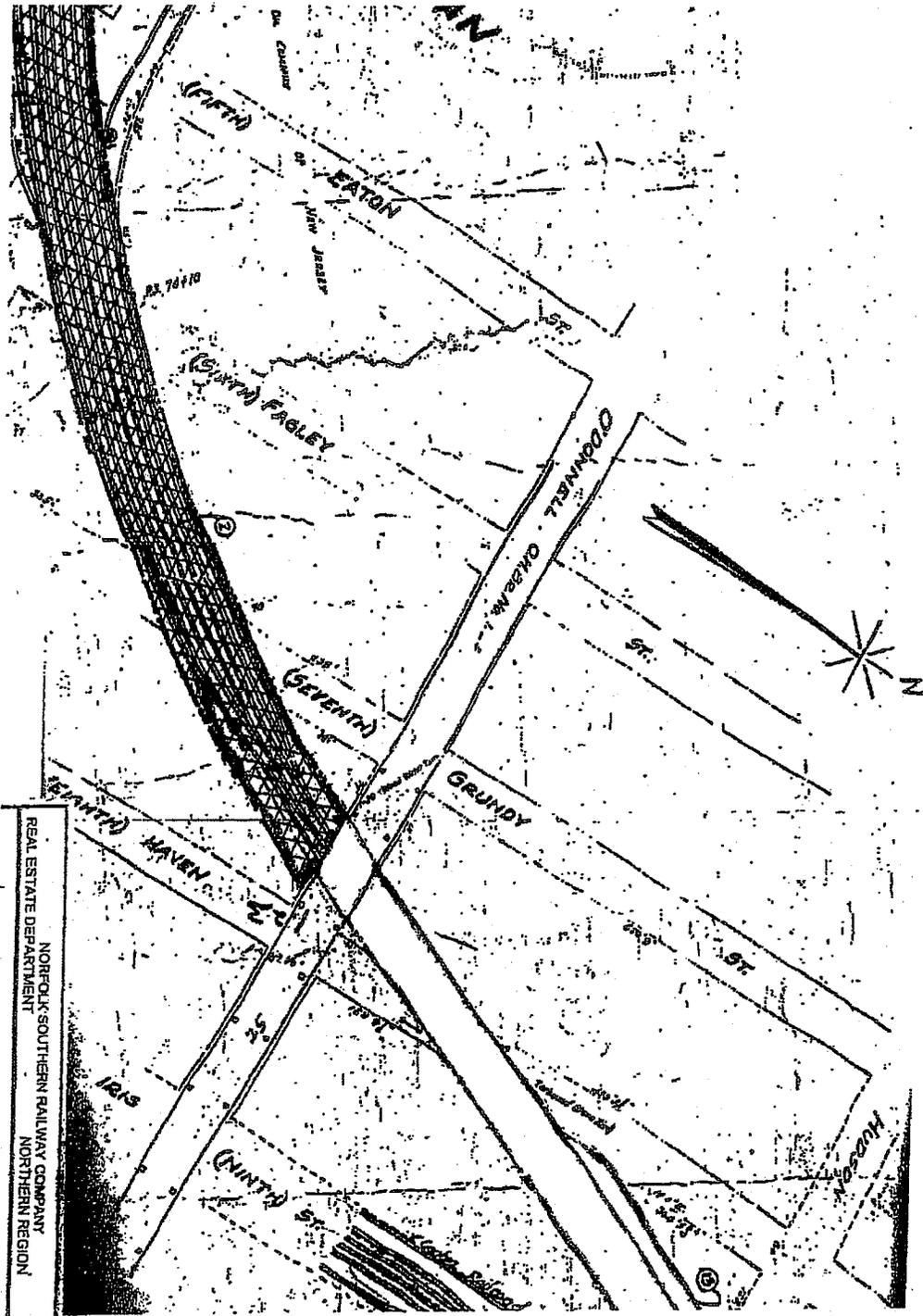
90 - 725  
 1904 Sts. Cons. Plat A, A&F 5th Blk. 6490 absorbed in Blk. 6498A  
 Rec'd. O.S.P.L.D. C. Sh. 6716  
 rec'd. P.F.O. of Survey C. Sh. 7374  
 C. Sh. 9027C  
 P.L.S. C. Sh. 157  
 ; C. Sh. 634  
 250  
 159  
 18-141  
 ED C. Sh. 82-516 & 82-517  
 M. D. & A. C. Sh. 90-295  
 & Plat. C. Sh. 63-150



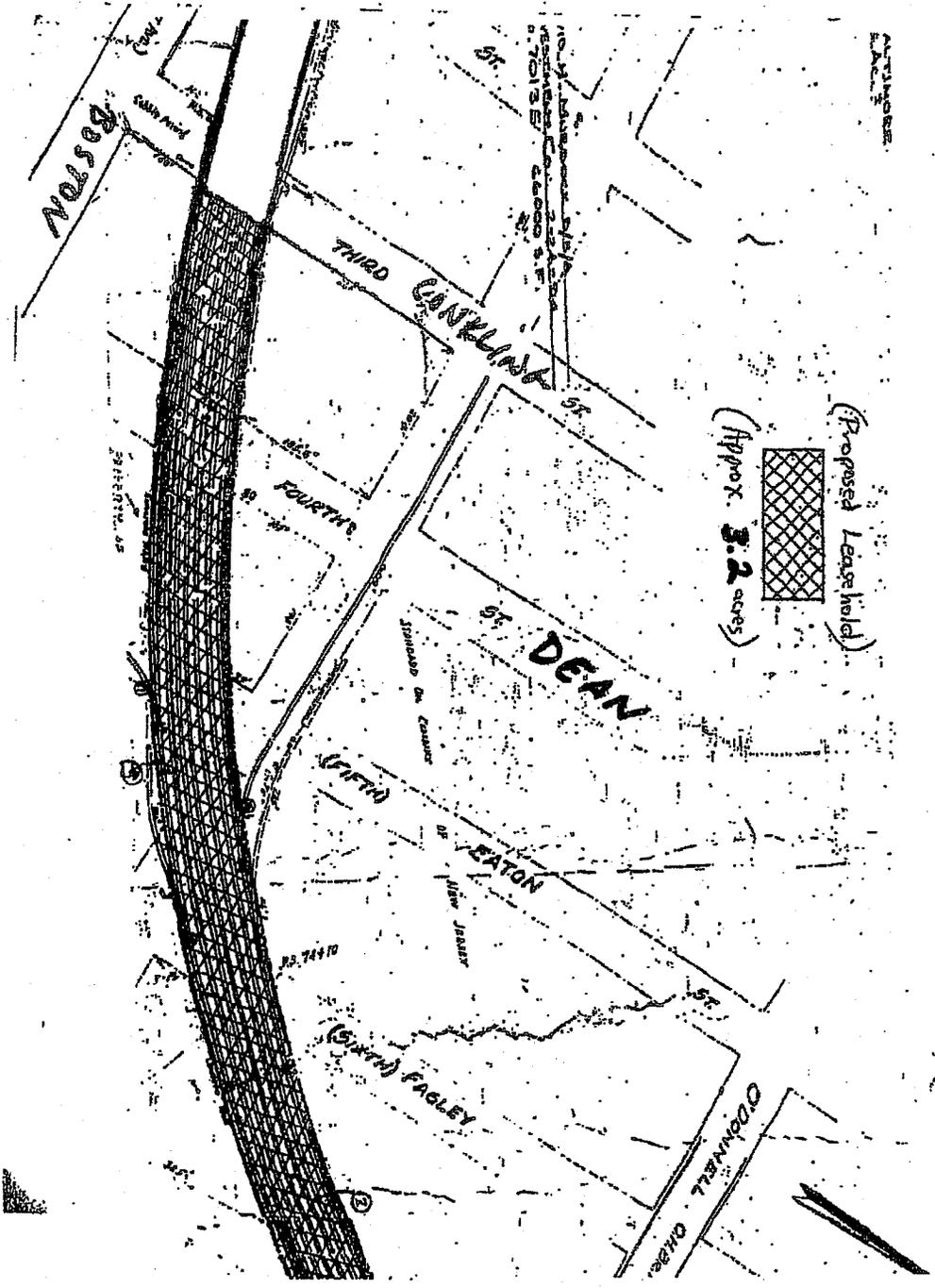
**NOTICE**  
 THIS IS A REAL PROPERTY PLAT AS PROVIDED  
 FOR UNDER ARTICLE 7614 OF THE CITY CHARTER.  
 IT IS COMPILED FROM TITLE AND OTHER  
 SOURCES AND IS NOT AN AUTHENTIC SURVEY.

NOTE: BLOCK 26-2-36 FOR 1941

**6498-A**  
 CITY OF BALTIMORE  
 DEPARTMENT OF PUBLIC WORKS  
 BUREAU OF PLANS & SURVEYS  
 PROPERTY LOCATION DIVISION  
 WARD 26 SECTION 2  
 BLOCK 6498-A  
 SCALE 1" = 200'-0" DATE FEB. 1931



NORFOLK SOUTHERN RAILWAY COMPANY  
REAL ESTATE DEPARTMENT  
NORTHERN REGION



PLANNING  
BUREAU

(Proposed Leasehold)

(Approx. 3.2 acres)



BOSTON

THIRD CAMBRIDGE ST

ST. DEAN

ST. EATON

DOWNHILL CIRCLE

(Fifth)

(Sixth) FADLEY

NO. 74470

NO. 74470  
RECORDED  
7013 E. 4200 S.T.

ST.

STANDARD BY CHARTER

BY THE JURY

FOURTH ST

CAMPBELL ST

SARATOGA ST





Contact: Kimberly Clark  
410-837-9305

MEMORANDUM

EXHIBIT B

TO: HONORABLE PRESIDENT AND MEMBERS OF  
THE BOARD OF ESTIMATES

FROM: M.J. Brodie, President *M.J. Brodie*  
Baltimore Development Corporation (BDC)

DATE: January 14, 2003

SUBJECT: Approval of License Agreement Between the Mayor and  
City Council of Baltimore and Gunther Bottle LLC

ACTION REQUESTED OF BOARD OF ESTIMATES:

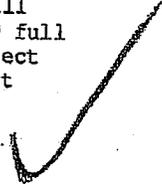
The Baltimore Development Corporation (BDC) respectfully requests approval from this Honorable Board to license Boston Street surplus right of way for use by Gunther Bottle LLC. This license agreement will allow surface parking for the Brewers Hill redevelopment.

AMOUNT OF MONEY AND SOURCE OF FUNDS:

N/A

BACKGROUND/EXPLANATION:

Gunther Bottle LLC is funding construction of a parking lot within surplus right of way created by the reconstruction and realignment of Boston Street. The lot will provide parking for employees and visitors of the future businesses in the Brewers Hill development. The \$70 million mixed-use development will create over 200 construction jobs and will house over 1,000 full time jobs upon completion. Gunther is funding 100% of project construction costs, expected to exceed \$60,000. The subject site will supplement on-site parking.



To assist this project, annual rent for the subject lot is proposed at \$1.00 annually for ten years. The City has the right to terminate the agreement at any time if said property is needed as right of way.

MBE/WBE PARTICIPATION:

N/A

This License Agreement has been reviewed by the Department of Real Estate and approved as to form and legal sufficiency by the City Law Department.

APPROVED BY THE BOARD OF ESTIMATES

Bernice A. Taylor  
Clerk

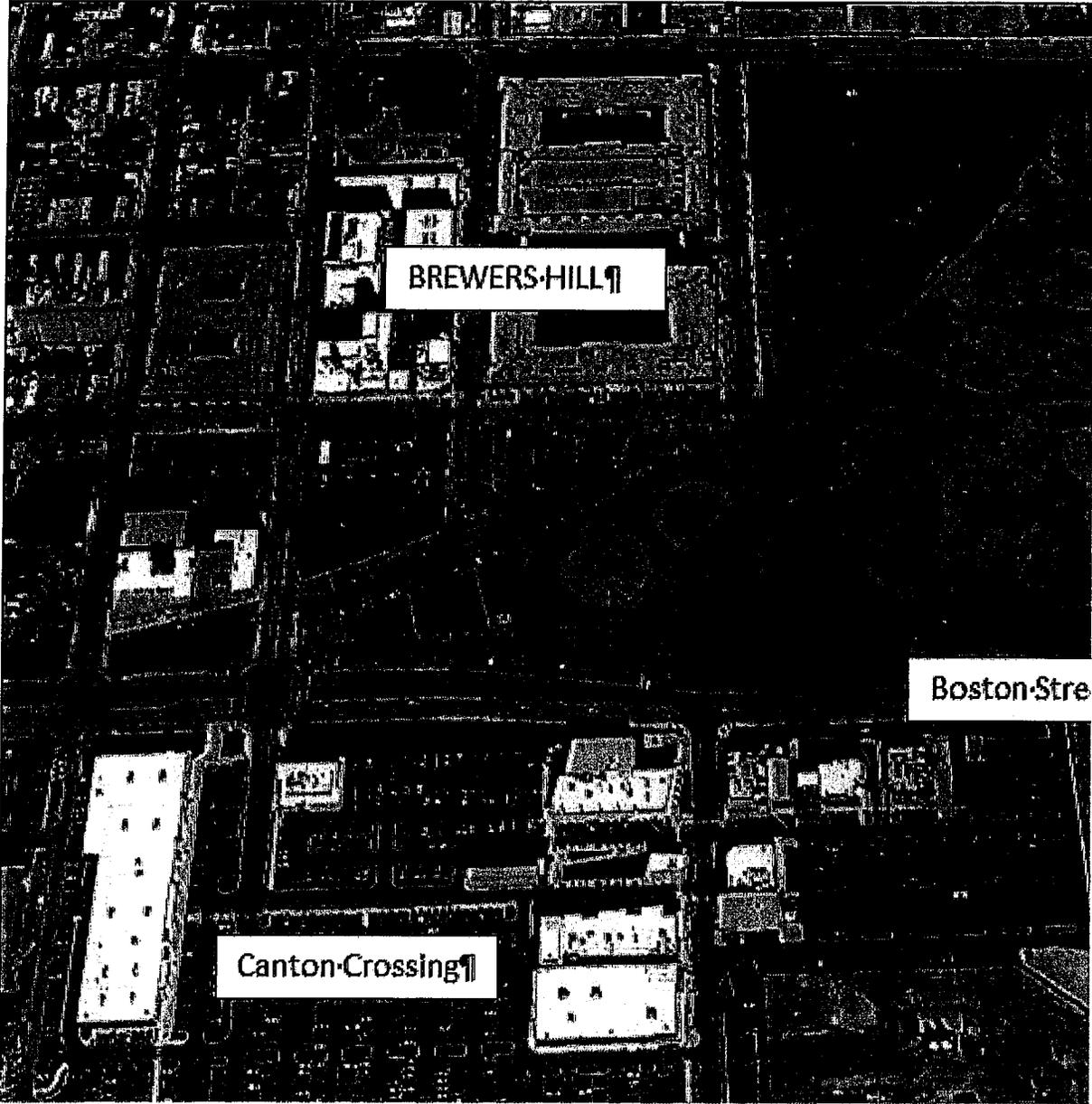
JAN 22 2013

Date

Attachments

Rac/boegunther

Exhibit A1: Boston St. Lot



## **Exhibit B: 2003 License Agreement**



Contact: Kimberly Clark  
410-837-9305

MEMORANDUM

EXHIBIT B

TO: HONORABLE PRESIDENT AND MEMBERS OF  
THE BOARD OF ESTIMATES

FROM: M.J. Brodie, President *M.J. Brodie*  
Baltimore Development Corporation (BDC)

DATE: January 14, 2003

SUBJECT: Approval of License Agreement Between the Mayor and  
City Council of Baltimore and Gunther Bottle LLC

ACTION REQUESTED OF BOARD OF ESTIMATES:

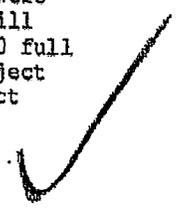
The Baltimore Development Corporation (BDC) respectfully requests approval from this Honorable Board to license Boston Street surplus right of way for use by Gunther Bottle LLC. This license agreement will allow surface parking for the Brewers Hill redevelopment.

AMOUNT OF MONEY AND SOURCE OF FUNDS:

N/A

BACKGROUND/EXPLANATION:

Gunther Bottle LLC is funding construction of a parking lot within surplus right of way created by the reconstruction and realignment of Boston Street. The lot will provide parking for employees and visitors of the future businesses in the Brewers Hill development. The \$70 million mixed-use development will create over 200 construction jobs and will house over 1,000 full time jobs upon completion. Gunther is funding 100% of project construction costs, expected to exceed \$60,000. The subject site will supplement on-site parking.





# EXHIBIT B

## LICENSE AGREEMENT

JAN 22 2003

THIS LICENSE AGREEMENT (this "Agreement") is made this \_\_\_ day of \_\_\_ 2003, by and between THE MAYOR AND CITY COUNCIL OF BALTIMORE CITY acting by and through the BALTIMORE CITY DEPARTMENT OF PUBLIC WORKS ("Licensor") and Gunther Bottle LLC, ("Gunther Bottle LLC" OR "Licensee").

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **License.** Licensor hereby grants Licensee a License for the exclusive use of the parcel of land formerly designated as the roadbed of Boston Street, for use as a surface parking lot as designated on Exhibit A attached hereto ("Lot"). The Lot shall be used solely for automobile parking by Licensee and the tenants (and their employees, visitors and agents) of the Licensee's Gunther Bottle LLC ("Project") located in the building known as "Gunther Bottle". The License may not be assigned, nor the lot sublet, in whole or in part, except to the transferee of the Project. The Spaces shall be available for use 24 hours per day, seven days per week. Licensee takes the Lot in an "as is" condition & Licensor makes no warranty or guaranty as to the suitability of use of the Lot of the purpose intended. City makes no representation as to the zoning of the Lot and it is the responsibility of Licensee at its expense, to obtain any permits and approvals for the use intended and to comply mutual applicable laws, rules and regulations. It is the responsibility of Licensee to use the lot in such a manner that the use by Licensee, it's tenants and their agents, invitees and business invitees shall not disturb or interfere with surrounding street traffic. Licensee shall have the right to improve the Lot by paving or such other improvements necessary for its use of the Lot as a parking area. Any such permanent improvements shall be the property of the Licensor at no cost or charge upon termination of this Agreement or any extension. The Licensee may also install such signage, at its expense and subject to obtaining any required permits, for the parking area and identifying the Project and the tenants of the Project.
2. **Term.** This Agreement shall be in effect for a Term of ten (10) years commencing, July 1, 2003 and ending on June 30, 2013. The agreement shall have four (4) options to extend, each for five (5) year terms, on the same terms herein, to be exercised upon the mutual agreement of the parties, provided Licensee is not in default in the term or any extension.
3. **Fee and Payment.** Licensee shall pay upon demand Licensor One Dollar (\$1) per year for the Fee commencing July 1, 2003 and on the first day of each year of the Agreement thereafter until this Agreement terminates.
4. **Default.** If Licensee defaults in any obligation of Licensee contained in this Agreement and such default continues for twenty (20) days after receipt of Licensor's written notice specifying such default, the Licensor may immediately terminate this Agreement and pursue any remedies available at law or in equity to recover any actual damages caused by Licensee's default

5. Space Designation. Licensee, at its own expense, shall develop a parking designation plan which shall include marking or otherwise designating the parking spaces ("Spaces") as reserved solely for the use of Licensee, the tenants of the Project (and their employees, visitors, invitees, and agents), which plan shall not be implemented by Licensee unless and until approved in writing by Licensor, such approval not to be unreasonably withheld or delayed.
6. Repairs/Maintenance. Licensee shall be responsible, at its own expense, for all repairs and maintenance, including without limitation, snow removal, necessary to maintain the Spaces and access aisles in a good, clean and safe condition. If Licensor has to perform such repairs and maintenance, the Licensee shall promptly pay such cost to Licensor as additional rent.
7. Insurance. Licensee shall obtain and maintain commercial or comprehensive general liability insurance, including contractual liability coverage and contractual indemnification of obligations under Section 6 of this Agreement. The limit of liability of such insurance shall not be less than Two Million Dollars (\$2,000,000.00) combined single limit coverage for injury to person, loss of life and damage to property arising out of any single occurrence. Licensor shall be named an additional insured on said policy. On or before the commencement of the Term, Licensee shall furnish Licensor with a certificate of insurance evidencing the insurance required hereunder. Thereafter, on or before each July 1<sup>st</sup> during the Term, Licensee shall furnish Licensor with a certificate of insurance evidencing extension or replacement insurance. Such insurance shall not be terminated except upon 20-days prior notice to Licensor.
8. Obligations. Licensee agrees to be responsible for the payment of any and all taxes or fees for the used parking areas. Licensee agrees to comply with all rules, regulations and ordinances of any governmental body pertaining to the parking areas.
9. Mutual Indemnity. Licensee hereby agrees to defend, indemnify and hold Licensor harmless from and against any claims, actions, demands, damages, losses, injuries or expenses, including, without limitation, reasonable attorneys' fees, incurred by Licensor that arise out of the use by Licensee and the occupants of the Project and their invitees of the Spaces and the drive aisles providing access thereto. Licensor hereby agrees to defend, indemnify and hold Licensee harmless from and against any claims, actions, demands, damages, losses, injuries or expenses, including, without limitation, reasonable attorneys' fees, incurred by Licensee that arise out of the performance by Licensor of its obligations under paragraph 6 hereof or that arise out of the use of the Parking Lot by Licensor or its employees or invitees. This shall not be limited to any insurance required herein.
10. Termination. The City reserves the right to unilateral termination of this agreement if ever the property is requested by the City, State, or Federal Government for any use or purpose associated with the construction, operation, and/ or maintenance of any public infrastructure improvement, provided that the City submits, and the Licensee receives written notice at least nine (9) months prior to the termination date.

11. Notice. All communication concerning use of the lot will occur between the parties hereto. Parking users will direct any concerns to the on site manager of the Gunther Bottle LLC. Any notices required hereunder shall be sent by reputable overnight courier or first class mail, prepaid, to the other party at the following address:

Licensor: Department of Public Works  
Abel Wolman Building  
200 N. Holiday Street  
Baltimore, MD 21202  
Attention: Director

Copy: Baltimore Development Corporation  
36 South Charles Street  
Suite 1600  
Baltimore, MD 21201  
Attention: Kim Clark

Licensee: Gunther Bottle LLC  
C/o OBRECHT Commercial Real Estate, Inc.  
15 West Aylesbury Road  
Suite 601  
Timonium, MD 21093  
Attention: Wells Obrecht, Managing Member

12. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter contained herein. This Agreement shall be construed in accordance with the laws of the State of Maryland. This License can be assigned subject to prior approval of BDC as agent for the City, which approval can be withheld in the sole discretion of BDC.

In Witness Whereof, the parties have executed this Agreement as of the date first above written.

WITNESS:

MAYOR AND CITY COUNCIL OF BALTIMORE  
BY: DEPARTMENT OF PUBLIC WORKS

*[Signature]*

By: *[Signature]*  
Name: GEORGE L. WINFIELD  
Title: DIRECTOR  
LICENSOR

WITNESS:

GUNTHER BOTTLE LLC

*[Signature]*

By: *[Signature]*  
Name: DW. Wells Obricht  
Title: Authorized Member  
LICENSEE

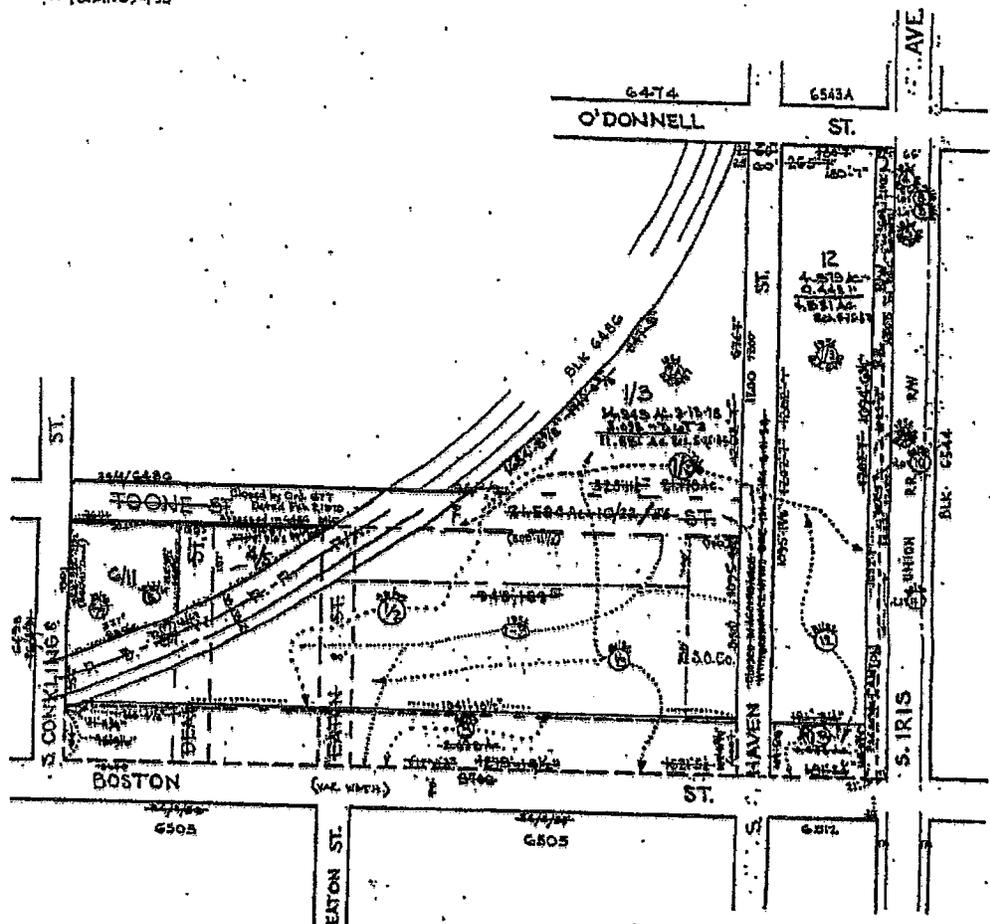
APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY  
THIS 3<sup>rd</sup> DAY OF January 2002.

APPROVED BY  
BOARD OF ESTIMATES

*[Signature]*  
ASSISTANT SOLICITOR  
Chief

*[Signature]* JAN 22 2002  
CLERK DATE

36 - 255  
 32904 Sts. Cons. Plat 4, 4A & 5 in Blk. 6490 absorbed in Blk. 6498A  
 P.C. & G.O. of R.L.D. C.5h 671C  
 rec'd P.F.O. of Survey C.5h. 7374  
 C.5h. 96287C  
 P.L.S. C.5h. 157  
 ; C.5h. 634  
 350  
 150  
 18-141  
 ED C.5h. 82-516 & 82-517  
 W.D. of A. C.5h. 70-155  
 A. Plat. C.5h. 59-132



**NOTICE**  
 THIS IS A REAL PROPERTY PLAT AS PROVIDED  
 FOR UNDER ARTICLE 76(a) OF THE CITY CHARTER.  
 IT IS COMPILED FROM TITLE AND OTHER  
 SOURCES AND IS NOT AN AUTHENTIC SURVEY.

NOTE - BLOCK 26-2-36 FOR 1941

**6498-A**  
 CITY OF BALTIMORE  
 DEPARTMENT OF PUBLIC WORKS  
 BUREAU OF PLANS & SURVEYS  
 PROPERTY LOCATION DIVISION  
 WARD 26 SECTION 2  
 BLOCK 6498-A  
 SCALE 1"=200' DATE Feb. 1991

## Exhibit C: City Barricades & Empty Lot

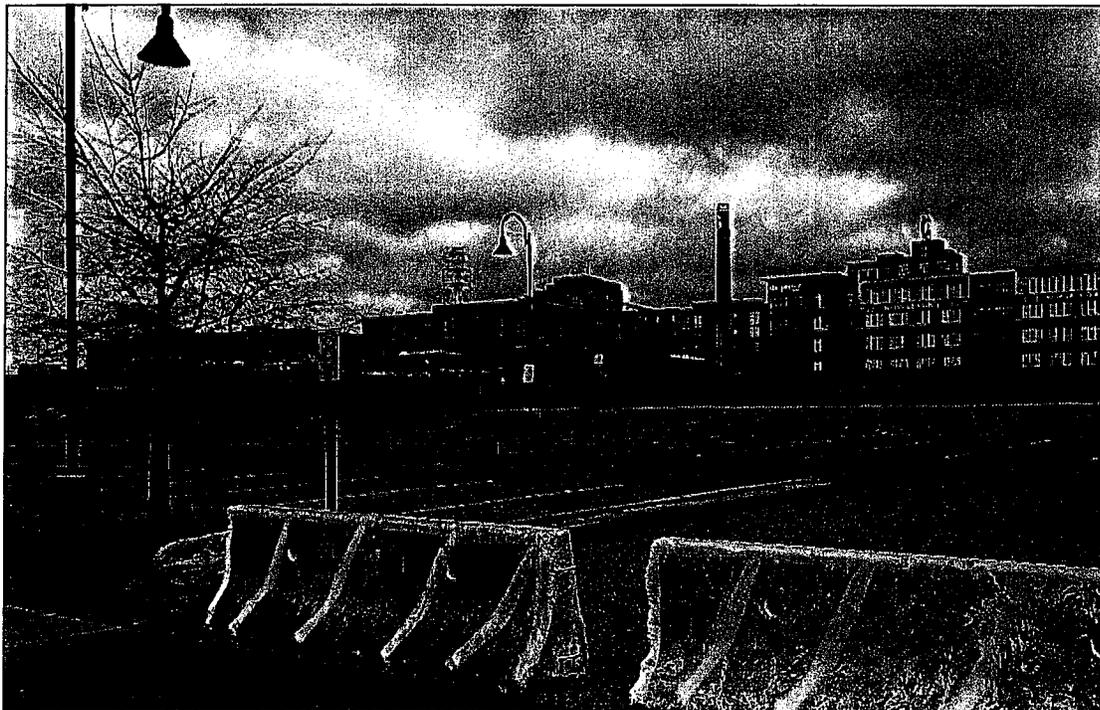
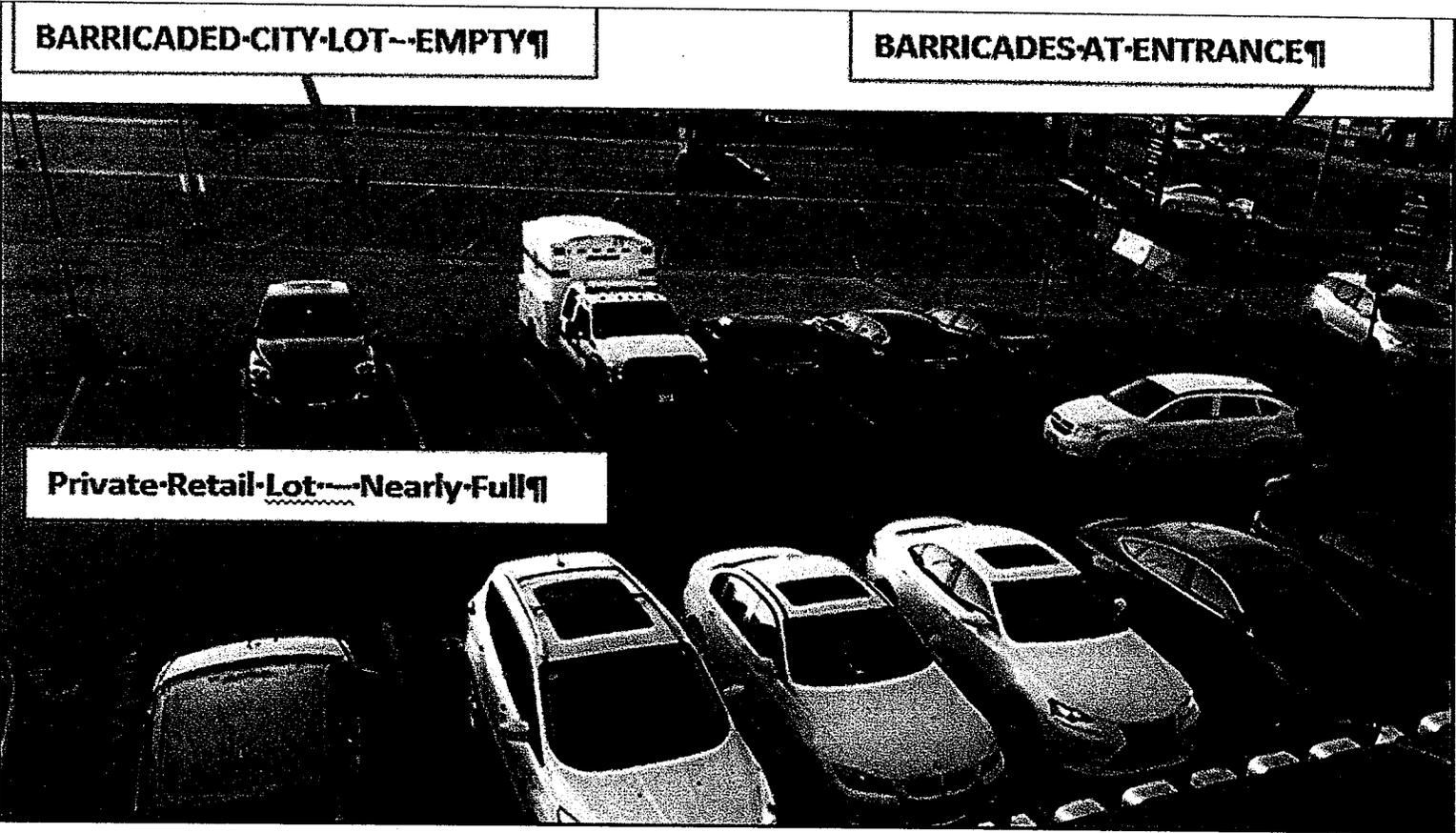


Photo taken yesterday 12/11/18 at 7am



## **Exhibit D: Gunther & Co. Protest Letter**

# Gunther & Co.

December 11, 2018

**BY ELECTRONIC MAIL**

Board of Estimates  
c/o Clerk, Board of Estimates  
204 City Hall  
100 North Holliday Street  
Baltimore, MD 21202

Re: PROTEST - Baltimore Development Corporation – License Agreement/  
Right of Entry with BCP Investors LLC for roadbed on north side of  
Boston Street (the “City Property”)

To Whom It May Concern:

The undersigned, Nancy Hart Trice, owner of Gunther & Co. Restaurant located in the Brewers Hill Planned Unit Development, hereby respectfully protests the above-referenced proposed License Agreement with BCP Investors LLC.

Pursuant to the regulations of the Board of Estimates Meetings, the undersigned hereby states as follows:

1. I represent Gunther & Co., a restaurant located at 3650 Toone Street, Baltimore, MD 21224, located in the Brewers Hill Planned Unit Development in Canton. The Restaurant is very near the City Property and our customers use the City Property for parking. I am an owner of Gunther & Co, and therefore authorized to speak on its behalf.
2. I am a business owner very near the City Property and the proposed License Agreement has and will significantly, negatively impact my business as my customers use the City Property for parking. While other parking is around the restaurant, it serves all of the retailers in Brewers Hill and the 76 parking spaces on the City Property help alleviate parking jams at busy times for all the retail establishments dependent on that parking.
3. Since Baltimore City blocked access to the City Property by putting up cement barriers, our business has suffered.

December 11, 2018

Page 2 of 2

4. The parking lot on the City Property is on the NORTH side of Boston Street, as are numerous retail establishments in addition to Gunther & Co., including, Panera Bread, Five Guys, Pasta Mista, PNC Bank, Dunkin Donuts, Floyd's Barbershop, Dogma Pet Store, etc., whose customers rely on the parking lot.
5. The parking lot is sitting empty every day and is not currently serving the Shops at Canton Crossing which is on the SOUTH side of Boston Street.
6. Gunther & Co Restaurant has been and will be irreparably harmed by not having Brewers Hill retail and restaurant customer access to the 76 space parking lot.

Thank you and I look forward to receiving your favorable reply.

Very truly yours,



Nancy Hart Trice,

Owner, Gunther & Co. Restaurant

[PASTA MISTA Letterhead]

December 11, 2018

**BY ELECTRONIC MAIL**

Board of Estimates  
c/o Clerk, Board of Estimates  
204 City Hall  
100 North Holliday Street  
Baltimore, MD 21202

Re: PROTEST - Baltimore Development Corporation – License Agreement/  
Right of Entry with BCP Investors LLC for roadbed on north side of  
Boston Street (the “City Property”)

To Whom It May Concern:

The undersigned, Attilio Schiano, owner of Pasta Mista Restaurant located in the Brewers Hill Planned Unit Development, hereby respectfully protests the above-referenced proposed License Agreement with BCP Investors LLC.

Pursuant to the regulations of the Board of Estimates Meetings, the undersigned hereby states as follows:

1. I represent Pasta Mista, a restaurant located at 3600 Boston Street, Baltimore, MD 21224, located in the Brewers Hill Planned Unit Development in Canton. The Restaurant is 50 feet away from the City Property and our customers use the City Property for parking. I am an owner of Pasta Mista and therefore authorized to speak on its behalf.
2. I am a business owner very near the City Property and the proposed License Agreement would significantly, negatively impact my business as my customers use the City Property for parking. While other parking is around the restaurant, it serves all of the retailers in Brewers Hill and the 76 parking spaces on the City Property help alleviate parking jams at busy times.
3. Since Baltimore City blocked access to the City Property by putting up cement barriers, our business has suffered.
4. The parking lot on the City Property is on the NORTH side of Boston Street, as are numerous retail establishments in addition to Pasta Mista, including, Panera Bread, Five Guys, PNC Bank, Dunkin Donuts, Floyd's Barbershop, Dogma Pet Store, etc., whose customers rely on the parking lot.

December 11, 2018  
Page 2 of 2

5. Pasta Mista Restaurant will be irreparably harmed by not having access to the 76 space parking lot.

Thank you and I look forward to receiving your favorable reply.

Very truly yours,

Attilio Schiano,  
Owner, Pasta Mista Restaurant

A handwritten signature in blue ink, appearing to read "Attilio Schiano". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

## MINUTES

Baltimore Development Corporation - License Agreement - cont'd

President: "The first item on the non-routine agenda can be found on page 98, Baltimore Development Corporation, License Agreement. Will the parties please come forward?"

Mr. Gillis Green: I'm the protestant. Should I come forward?"

President: "Yes. You have to state your name. You can go first."

Ms. Kim Clark: "Uh -- good morning Mr. President, uh -- members of the Board. My name is Kim Clark. I'm the Executive Vice President for the Baltimore Development Corporation. The item before you is a License Agreement for a portion of the former street bed of Boston Street uh -- located in the Canton area of Baltimore. This is a License Agreement for um -- five years for an entity that is related to the uh -- shopping center across the street."

Mr. Green: "Mr. President, my name is Gillis Green. Uh -- I'm an attorney. I am the general counsel for Gunther Bottle LLC, who owns the real property adjacent to the parking lot in question, immediately to the north."

## MINUTES

Baltimore Development Corporation - License Agreement - cont'd

President: "Okay. Uh -- what -- what is your protest?"

Mr. Green: "Uh -- I filed a protest and uh -- have a -- I'd like to read a statement. Uh -- it will just be a couple minutes and I have a copy of it if you all would like to see it. Mayor Pugh, Council President Young, and members of the Board of Estimates, my name is Gillis Green. I am the general counsel for Gunther Bottle, LLC and its affiliated entities of the Brewers Hill Planned Unit Development (PUD) in Canton. Given our time constraints, I will jump to the facts surrounding my client's protest of the proposed License Agreement with BCP Investor LLC, which is the shops at Canton Crossing. Over the past two decades, my client has invested several hundred million dollars in real estate development projects in the Brewers Hill PUD. The 30-acre PUD is home to over 60 companies and well over a thousand jobs. We have attracted over a thousand new residents to the City of Baltimore, with another 500 residents coming soon. For a frame of reference, the land, which is the subject of the proposed License Agreement, is on the

## MINUTES

Baltimore Development Corporation - License Agreement - cont'd

south side of the Brewers Hill PUD. Fifteen years ago, the City entered into a License Agreement for this very same property with my client. Other than that \$1.00 a year License Agreement signed in 2003, Brewers Hill has not received a single dime of City taxpayer money, no PILOTs, no TIFs, despite having similar infrastructure expenses as many other projects in the City that have received significant financial incentives. We are here because the parking lot that my client built in 2003, is now being considered to be licensed to PC -- BCP Investors for the next 5 years. In 2003, my client signed, and was promised a 30-year agreement. Based on the BDC's own write-up back in 2003, a License Agreement was executed as an inducement to make our investment in Brewers Hill. On the basis of that long-term agreement, my client spent \$450,000.00 constructing the parking lot that is now the subject of the proposed License Agreement. To this day, my client still pays to maintain the lot, for the electricity and lighting,

## MINUTES

Baltimore Development Corporation - License Agreement - cont'd

snow removal, and mowing the grass. In recent conversations with several former BDC employees, they too agreed that the 2000 agreement was intended as a 30-year agreement and are shocked that the City is taking my client's improvements and licensing them to a direct competitor. Among many critical comments, one former BDC staffer said, 'This is unbelievable. This is criminal.' My client has made it known to the Baltimore Development Corporation officials its desire and right to continue to license the City Property. Yet, the BDC chooses to ignore interested parties, thereby exposing itself to the perception that City regulations are not being properly followed and that it was indifferent to my client's concerns. Despite knowing that my client's right -- has the right and desire to continue its license, almost exactly one year ago, the City erected signs and barricades to prevent our's and CBREI's tenants, customers from using the parking lot -- tenants such as Panera Bread, PNC Bank, Pasta Mista, and Gunther & Co -- Co. Restaurant, just to name a few. The barricades went up during the busiest month of the year and the shortage of parking

## MINUTES

Baltimore Development Corporation - License Agreement - cont'd

continues to financially harm Brewers Hill retailers today. Because of the barricades, the lot sat virtually empty all last year and remains empty today, one of the busiest retail days of the year. Not once did we see more than five or six cars in this 70 -- 76-car lot. Meanwhile, the 13 Brewers Hill retailers are losing business they can never recoup due to the lack of parking. Why would the City erect barricades, block parking, and intentionally harm us and the 13 tenants? It was done because certain people within the Mayor's Office are determined on retaliating against my client for dot -- not donating to the City other unrelated private property -- property, which the City could just condemn, if it really wanted to. These City officials are willing to harm innocent, tax paying third parties, many unrelated to my client, simply to force my client into donating the private property and thereby avoid the expense of paying for it. We know that City officials are doing this because Colin Tarbert, from the Mayor's Office, told us so and I quote, 'The City will be

## MINUTES

Baltimore Development Corporation - License Agreement - cont'd

installing barricades to close the parking lot. We're too far apart on Eden Street. This is a courtesy. Happy Holidays.' That was from a year ago. Over the past several years, my client has received roughly 30 different warnings from City officials about what would happen if my client didn't donate this private property to the City. Here is a short sampling of those warnings from Mr. Tarbert, directed at my client; 'You know we're going to war over this, right?', referring to Eden Street; 'The City needs an iron-clad agreement prior to Planning Commission Hearing, otherwise it will get messy; If Wells wants this project approved, he has to give us Eden St; The Traffic Mitigation Fee will be \$2,000,000.00; I will not approve anything else in the PUD 'on my watch' until the Eden Street issue is resolved.' Those quotations were made in connection with Planning Commission and Transportation approvals needed for another project within the PUD, which my client doesn't even control. Today, Mr. Tarbert is indeed making good on his warning that he will not approve anything for my client 'on his watch'.

## MINUTES

Baltimore Development Corporation - License Agreement - cont'd

This is not about what is legally right, what makes good economic policy, what is in the best economic interest of the City, what is safe, or what is fair. Rather, this matter today is about Mr. Tarbert's relentless personal vendetta and the City's retaliation, apparently sanctioned by other officials in the Mayor's Office, for what it could not accomplish at the Planning Commission, at the Permit Office, and at Traffic Mitigation. My client did not want to go public with this. I want to be clear about that. We requested meetings with the Mayor to resolve, but only got so far as the meeting yesterday with Mayor -- uh -- Deputy Mayor Smith yesterday, in which we requested a postponement on this matter. Members of the Mayor's inner-office, over the past 3 years, have inflicted significant financial damages on my client. He cannot undertake new development work in this City under this hostile 'going to war' environment. He has had to stop all future new development. If this License Agreement is approved today and executed with another developer, then you are undermining business

## MINUTES

Baltimore Development Corporation - License Agreement - cont'd

confidence in the City, condoning and rewarding underhanded City tactics, harming many unrelated businesses that rely on the License Agreement, and exposing the City to years of expensive legal action and financial damage claims from multiple parties. This is hardly an environment conducive to economic development. Thus, I respectfully request that you do the right thing, the only legal and just thing, and what is in the best interest of the affected retailers and the taxpayers, and not approve the proposed License Agreement, so as to facilitate the return of the licensed lot back to Brewers Hill before more harm is done. Thank you very much for your time."

President: "Thank you. Um -- this is uh -- for you Kim. Um -- this was a Lease Agreement from when to when?"

Ms. Clark: "Alright, to be very clear, this is not a Lease Agreement. This is a License Agreement. A license you were only - and I'll let Larry address the legal portion of it. This License

## MINUTES

Baltimore Development Corporation - License Agreement - cont'd

Agreement has not been in effect with Brewers Hill since 2013. The renewals were based upon mutual consent. In 2013 and -- to be clear, because this is a License Agreement for right-of-way, it needs to be signed, executed by the Department of Transportation. The Department of Transportation, back in 2013, did not agree to renew it. We just never took action um -- for the last five years. We're -- we're now just taking action because we have an interested party in lic -- in having a License Agreement and paying a lot more money for that property. Um -- so there has been no agreement in affect since 2013 -- and Larry, if you want to --"

President: "So -- so what was the License Agreement? What was it?"

Ms. Clark: "It was -- go ahead Larry."

Mr. Larry Jenkins: "A License Agreement is -- is dif --"

Comptroller: "State your name."

Mr. Jenkins: "I'm sorry. Excuse me. Larry Jenkins from the Law Department. License Agreement we use when we want more flexibility

## MINUTES

Baltimore Development Corporation - License Agreement - cont'd

on the part of the City to terminate -- cancel. It avoids things that are under a Lease Agreement which then involve Landlord/Tenant law. So that from a legal prospective, in my -- in my mind, the agreement is very clear in the one paragraph that says, it started on June - uh -- July 1, 2003 and it ended on June 30, 2013. It says if they're gonna be -- have any right to -- to extend, its gotta be by mutual agreement between the parties, which did not happen here. Now at the time, as -- as Ms. Clark has mentioned, at the time that the Department of Transportation was reviewing whether or not to extend the -- one of the primary reasons they did not want to extend was because of the Red Line. This property is right in the path of the Red Line and we were not going to lease property or -- or license property for an extended period of time when the Red Line was gonna to be built. So that took maybe what -- a two -- three -- four year period while that was being uh -- discussed and then, of course our -- our present Governor decided not to go forward with it and it was shortly there -- thereafter

## MINUTES

Baltimore Development Corporation - License Agreement - cont'd

that um -- I guess BDC, at that point, decided we're going -- we're going to entertain other use of this particular property. But, the -- the main thing I guess I want to point out -- point out from a li --"

President: "But, the main thing I want to know Larry is, how much was they paying?"

Mr. Jenkins: "They were paying -- during -- under the License Agreement, the -- the Pro -- Protester was paying \$1.00 per year, if demanded. So, there was no consideration being se -- being given in terms of receipt from the City. However, they did make improvements to the lot. Now, um -- discussions with Ms. Clark questions whether or not that amounted to \$470,000.00. We don't have any proof of that. But, the consideration was \$1.00 per year."

President: "Okay. Thank you. You want to follow up?"

Mr. Green: "Sure, very briefly."

President: "Then we're finished."

Mr. Green: "I know that this isn't a legal panel. We would contest

## MINUTES

Baltimore Development Corporation - License Agreement - cont'd

and we believe that the 2003 License Agreement is in effect and we'll make our contractual -- our arguments about the -- the contractual effect of this -- of that -- of that in Court in due time. Um -- I -- I will say that if justification is needed for the \$450,000.00, we can provide that. As you know, it abuts Exxon property. So, a significant amount of that was spent uh -- cleaning up and making environmental remediation on it."

Mayor: "So, this is 2003 -- 2013?"

Ms. Clark: "Correct."

Mayor: "Okay. Thanks."

President: "I'll entertain a Motion."

City Solicitor: "Mr. President, uh -- I would respectfully MOVE that the protest be rejected. There's no proof before the Board of anything that Counsel has asserted. We appreciate that he's here and representing his client, but, clearly the uh -- matter was

## MINUTES

Baltimore Development Corporation - License Agreement - cont'd

foreclosed back in um -- 2013 when the protestant had no longer any right to the property and so, I would Move uh -- respectfully to reject the protest --"

Comptroller: "I second."

City Solicitor: "-- and -- and affirm the uh -- the new License Agreement."

Comptroller: "I second."

President: "All those in favor say AYE. All opposed NAY. The Motion carries."

\* \* \* \* \*

**MINUTES**

Baltimore Development - Guidelines for Exemption from Waterfront  
Corporation (BDC) Management Authority (WMA) Assessment  
Surcharge

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize the guidelines for exemption from the Waterfront Management Authority (WMA) assessment surcharge.

**AMOUNT OF MONEY AND SOURCE:**

N/A

**BACKGROUND/EXPLANATION:**

The exemption from the WMA assessment surcharge is for properties containing four or fewer residential units with a non-residential use on the ground or first level only if the property owner operates the non-residential use and occupies the residential portion of the property as their primary residence (Dual Use Exemption).

The WMA and the Waterfront Management District (WMD) became operational in July 2007 following the passage of City Council Ordinance No. 07-0581 on April 24, 2007. In 2017, the City Council passed Ordinance No. 17-0068 expanding the WMD to include portions of Fells Point. Unlike in other parts of the WMD, Fells Point is home to many three-story mixed-use properties that feature ground-level retail and upper floor dwelling units. Some of these properties are occupied by homeowners who also own and operate businesses on the first floor (Dual Use Properties).

In March 2018, the City Council approved Ordinance No. 18-0143 which sets forth a process, with the Board of Estimates' approval, to exempt the Dual Use Properties. The Ordinance spells out the

## MINUTES

BDC - cont'd

process where the owner of a Dual Use Property can apply for and receive the exemption. The process as outlined below is required since the State Department of Assessment and Taxation (SDAT), which historically has provided the information on which the WMA bases its surcharge, does not have a formal classification for these homeowner occupied mixed-use properties.

As a result, the WMA is seeking the Board's approval of the Dual Use Exemption process and guidelines to be followed to determine which properties meet the requirements, and therefore are exempt from the surcharge. It is the WMA's objective to only exempt residential homeowner occupied properties where the homeowner also operates a business on the first floor.

The WMA is proposing the following process and documentation to be submitted by applicants in determining which properties should be exempt from surcharge billing: the property must be located within the WMD, and verified by the Waterfront Partnership; property owners seeking an exemption must file an application with the requested proper documentation to the WMA; guidelines and applications will be available on the Waterfront Partnership's website; and the homeowner must show that they own and live in the property. This can be shown in one or more of the following ways:

1. the property must be listed in the homeowner's name on the SDAT Real Property website,
2. the same address is shown on the homeowner's driver's license, and
3. the property has qualified for the State Homestead Tax Credit Program and shows as such on the State SDAT Real Property database.

**MINUTES**

BDC - cont'd

Further, the homeowner must show evidence that they own and operate the retail business on the first floor. This can be shown in one or both of the following ways:

1. the homeowner provides a copy of their business/trader's license showing their name and the address for the business and
2. the homeowner provides a copy of the business Articles of Incorporation showing ownership of the business.

The business name must be visible on the front of the property. Homeowners receiving exemptions are obligated to update their forms if their circumstances change, such as moving out of the property, selling the property, or closing, or selling their business.

Additionally, homeowners will be required to submit new exemption applications every four years during the City Council process to renew the WMD. These guidelines and the application will be posted on the Waterfront Partnership website as well.

**MBE/WBE PARTICIPATION:**

N/A

UPON MOTION duly made and seconded, the Board approved the guidelines for exemption from the Waterfront Management Authority assessment surcharge.

**MINUTES**

Department of Finance - Amendment No. 1 to Agreement

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of the Amendment No. 1 to Agreement with the Maryland Clean Energy Center (MCEC), a body politic and corporate and a public instrumentality of the State of Maryland and PACE Financial Servicing, LLC, a Delaware limited liability company.

**AMOUNT OF MONEY AND SOURCE:**

N/A

**BACKGROUND/EXPLANATION:**

On April 26, 2017, the Board approved the Commercial Property Assessed Clean Energy Agreement. Pursuant to §1-1102 of the Annotated Code of Maryland, Local Government Article a county or municipality may establish a clean energy loan program. The City has authorized and established a commercial property assessed clean energy loan program ("PACE" ) pursuant to Public Local Law, Article 28, §§30-1 et seq.. Article 28, §30-3(b) permits the City to enter into an agreement with a PACE program administrator.

The agreement between the City, MCEC, and PACE Financial Servicing, LLC designates the MCEC through PACE Financial Servicing to serve as the PACE program administrator. PACE Financial Servicing, LLC, was selected by the MCEC to administer the statewide MD-PACE program. This program administration comes at no cost to the City.

The Parties desire to amend the existing agreement to align with Article 28, §§30-1 et seq. of the Baltimore City Code. The changes clarify the administrative process for recording the agreement in the land records and providing an executed copy of the Statement of Levy and Lien Agreement and the Notice to Commence Levy.

**MINUTES**

Department of Finance - cont'd

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Amendment No. 1 to Agreement with the Maryland Clean Energy Center, a body politic and corporate and a public instrumentality of the State of Maryland and PACE Financial Servicing, LLC, a Delaware limited liability company.

**MINUTES**Mayor's Office of Human Services - Provider Agreements

The Board is requested to approve and authorize execution of the Provider Agreements.

1. **QUEEN ANNE'S COUNTY DEPARTMENT OF COMMUNITY SERVICES.** **\$ 23,412.00**

Account: 4000-490819-3573-763204-603051

Queen Anne's County will utilize the funds to provide rental assistance to low-income households who have a family member with AIDS. The period of the agreement is July 1, 2018 through June 30, 2021.

The agreement is late because of a delay in the administrative level.

2. **ST. VINCENT DE PAUL OF BALTIMORE, INC.** **\$ 24,822.00**

Account: 5000-529119-3572-7785000-603051

St. Vincent de Paul of Baltimore, Inc. will utilize the funds to provide shelter and support services to approximately 150 homeless individuals and families at Sarah's Hope - Mount Street Shelter Program and St Vincent de Paul of Baltimore, Inc. The period of the agreement is July 1, 2018 through June 30, 2019.

The agreement is late because of a delay in receiving the final State grant notice of award.

**MWBOO GRANTED A WAIVER.**

## MINUTES

Mayor's Office of Human Services - cont'd

3. **ST. VINCENT DE PAUL OF BALTIMORE, INC.** **\$141,680.00**

Account: 5000-502819-3572-764500-603051

St. Vincent de Paul of Baltimore, Inc. will use funds to provide shelter beds for 14 homeless individuals in Baltimore City. The funds will also cover personnel costs, shelter operating expenses, and client costs such as transportation and food on a per night basis. The period of the agreement is July 1, 2018 through June 30, 2019.

The agreement is late because of a delay in receiving the final State grant notice of award.

**MWBOO GRANTED A WAIVER.**

**APPROVED FOR FUNDS BY FINANCE**

**AUDITS REVIEWED AND HAD NO OBJECTION.**

UPON MOTION duly made and seconded, the Board approved and authorized execution of the foregoing Provider Agreements.

**MINUTES**Health Department - TRANSFER OF LIFE-TO-DATE SICK LEAVE

The Board is requested to approve the transfer of LIFE-TO-DATE sick leave days from the listed City employees to the designated employee Ms. Victoria Davis.

The transfer of sick leave days is necessary in order for the designated employee to remain in pay status with continued health coverage. The City employees have asked permission to donate the sick leave days that will be transferred from their LIFE-TO-DATE sick leave balances as follows:

<u>Donors</u>	<u>Days</u>
Tammy Vines	5
Cheryl Gipson	3
Phyllis Lee	5
Jessica Speaker	1
Francine Childs	5
Natalie Wilson	3
Angela Ross	2
Steve Litzenberger	5
	<u>29</u>

Ms. Davis is not a member of a union sick leave bank and is not eligible for membership in a union sick leave bank. All of her leave has been used. This transfer will allow Ms. Davis to remain in pay status.

**THE LABOR COMMISSIONER RECOMMENDED APPROVAL.**

UPON MOTION duly made and seconded, the Board approved the transfer of LIFE-TO-DATE sick leave days from the listed City employees to the designated employee Ms. Victoria Davis.

**MINUTES**

Health Department - No-Cost Time Extension

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of the No-Cost Time Extension to the Grant Agreement with Abell Foundation, Inc. The No-Cost Time Extension will extend the period of the Grant Agreement through June 30, 2019.

**AMOUNT OF MONEY AND SOURCE:**

N/A

**BACKGROUND/EXPLANATION:**

On January 13, 2016, the Board approved the original grant agreement in the amount of \$288,200.00 for the period of January 1, 2016 through April 1, 2018.

On September 25, 2018, the Abell Foundation, Inc. approved a No-Cost Time Extension of the Grant Agreement and approved a carry-over of finds in the amount of \$114,275.00, for the period of April 1, 2018 through June 30, 2019.

The extension is necessary to allow the Department to complete program deliverables.

**APPROVED FOR FUNDS BY FINANCE****AUDITS NOTED THE TIME EXTENSION.**

UPON MOTION duly made and seconded, the Board approved and authorized execution of the No-Cost Time Extension to the Grant Agreement with Abell Foundation, Inc.

**MINUTES**

Health Department - Employee Expense Statement

**ACTION REQUESTED OF B/E:**

The Board is requested to approve an Employee Expense Statement to reimburse Ms. Paulette Tucker for uniform expenses incurred during the month of August 2018.

**AMOUNT OF MONEY AND SOURCE:**

\$121.92 - 1001-000000-3100-295900-604003 (Uniforms)

**BACKGROUND/EXPLANATION:**

Ms. Tucker purchased uniforms on August 27, and 28, 2018, but had to immediately take an unexpected leave of absence prior to submitting the August expense statement. When she returned to work on November 5, 2018, she submitted her August expense statement for processing.

The Administrative Manual, Section 240-11, states the Employee Expense Reports that are submitted more than 40 workdays after the calendar day of the month in which the expenses were incurred require the Board's approval.

The Department apologizes for the lateness.

**MBE/WBE PARTICIPATION:**

N/A

**APPROVED FOR FUNDS BY FINANCE**

**AUDITS REVIEWED AND HAD NO OBJECTION.**

**MINUTES**

Health Department - cont'd

UPON MOTION duly made and seconded, the Board approved the Employee Expense Statement to reimburse Ms. Paulette Tucker for uniform expenses incurred during the month of August 2018.

## MINUTES

Health Department - Agreements

The Board is requested to approve and authorize execution of the various agreements.

1. **THE UNIVERSITY OF MARYLAND, BALTIMORE** **\$ 70,000.00**

Account: 4000-499018-3023-513200-603051

The University of Maryland, Baltimore Special Teens at Risk - Together Reach Access Care, and Knowledge (STAR TRACK) Adolescent HIV program provides a comprehensive youth-centered HIV/STI testing and outreach services to vulnerable youth living within the Baltimore City area. The STAR TRACK program is designed to meet the needs of those youth who are marginalized and have the greatest barriers to routinely accessing healthcare services. The period of the agreement is January 1, 2018 through December 31, 2018.

**MWBOO GRANTED A WAIVER.**

2. **COPPIN STATE UNIVERSITY** **\$ 27,000.00**

Account: 4000-494419-3080-292300-603051

Coppin State University School of Social Work will implement a health education curriculum for adolescents ages 18-24. The goals of this program are to increase awareness of sexually transmitted infections (STIs), sexually transmitted disease (STD) and unplanned pregnancy within this population, decrease the potential for risk-taking behaviors often associated with STIs, STDs and unplanned pregnancy, and provide workforce development opportunities for future sexual health advocates, researchers and educators. The period of the agreement is July 1, 2018 through June 30, 2019.

## MINUTES

Health Department - cont'd

3. **HEALTHCARE ACCESS MARYLAND, INC.** **\$ 70,000.00**

Account: 5000-522319-3030-271500-603051

HealthCare Access Maryland, Inc. will provide the services of two Maternal/Child Engagement Specialists to identify, locate, and make home visits to pregnant women with syphilis, contact prenatal providers, and Medicaid Managed Care Organizations to ensure that patients are receiving appropriate treatment, and assist with the provision of needed resources. The period of the agreement is July 1, 2018 through December 31, 2018.

**MWBOO GRANTED A WAIVER.**

4. **HOPESPRINGS, INC.** **\$ 83,540.00**

Account: 4000-484819-3023-718000-603051

HopeSprings, Inc. will implement the Open Table project (Open Table). The Open Table project is an anti-poverty program that has been working in at least 40 cities in the United States with a variety of clients, such as homeless people, people aging out of foster care, and in Baltimore persons with HIV. The Open Table model surrounds a single client with 12 members of a faith-based community. The client meets daily with the Open Table team and they work together to develop a plan for the client to have the life they envision. The Open Table team members will work with the client to implement the plan. The approach has been highly successful and is highly efficient because it leverages thousands of very competent volunteer hours. Under this agreement, HopeSprings, Inc. will hire a recruiter to increase outreach to more congregations to acquire more tables, connect with enough congregations to implement ten tables, 60 to 80 volunteers and complete the

## MINUTES

Health Department - cont'd

Open Table process with Men Who Have Sex with Men or transgender clients of color. The period of the agreement is September 30, 2018 through September 29, 2019.

**MWBOO GRANTED A WAIVER.**

5. **GAY, LESBIAN, BISEXUAL, AND TRANSGENDER** **\$127,563.00**  
**COMMUNITY CENTER OF BALTIMORE & CENTRAL**  
**MARYLAND, LTD. (GLCCB)**

Account: 4000-484819-3023-718000-603051

The GLCCB will conduct peer navigation to assist HIV-positive and HIV-negative clients with accessing HIV prevention and care services, including pre-exposure prophylaxis, non-occupational post-exposure prophylaxis, antiretroviral therapy medicines, and screening and referral to supportive services. The organization will also conduct programs and events to engage and inform the priority population, including town halls, community forums, educational events, social marketing activities, and support programs. The period of the agreement is September 30, 2018 through September 29, 2019.

**MWBOO GRANTED A WAIVER.**

The agreements are late because of delays in the administrative review process.

6. **MEDSTAR HEALTH, INC.** **\$ 0.00**

MedStar Health, Inc. will donate physician services and provide funding for a part-time Nurse Practitioner as part of its community service.

## MINUTES

Health Department - cont'd

The organization's pediatricians will provide on-site consultation and patient evaluation at the School-Based Health Centers, at a minimum of one-half day per week. They will be accessible by telephone for consultation with the practitioners in the New Era Academy School-Based Health Center, during hours of operation, Monday through Friday, during the hours of 8:00 a.m. to 4:30 p.m. The period of the agreement is September 1, 2018 through August 31, 2019.

7. **ASSOCIATED CATHOLIC CHARITIES, INC.** **\$ 66,298.60**

The organization will provide nutritional meals services to elderly residents at the Basilica, DePaul House and St. Joachim House. The organization will serve lunch and dinner meals per day to 15 elderly residents at the Basilica, in addition it will serve dinner meals to elderly residents at DePaul House Joachim House, serving a total of 38 residents per day at \$4.78 per meals per day.

All meals will be reviewed by a licensed dietitian or licensed nutritionist and/or the Maryland Department of Aging, allowing periodic menu conferences between a representative of the provider and the Department as requested by either party. The period of the agreement is October 1, 2018 through September 30, 2019.

**MWBOO GRANTED A WAIVER.**

The agreements are late because of delays in the administrative review process.

8. **BALTIMORE MEDICAL SYSTEM, INC.** **\$595,101.00**  
**(BMS)**

Account: 1001-000000-3100-295900-603051

The BMS will work with the Department to provide School Health services which consist of School Health Suite Coverage (SHSC)

## MINUTES

Health Department - cont'd

and School Based Health Centers (SBHC). The BMS will provide services at Furley Elementary, Tench Tilghman Elementary/Middle School, Harford Heights Elementary, Collington Square Elementary/Middle School, Vanguard Collegiate Middle School, Patterson High School, Forest Park High School, Mergenthaler Vocational Technical High School, and Paul Lawrence Dunbar High School.

The BMS also provided extended school year coverage at Paul Lawrence Dunbar High School and Harford Heights Elementary for the period of July 1 - 31, 2018. The BMS will maintain approval from the Maryland Medical Assistance Program for designation of the School-Based Clinics at Collington Square Elementary/Middle School, Vanguard Collegiate Middle School, Harford Heights Elementary, Paul Lawrence Dunbar and Patterson High School as SBHCs. The BMS will provide the Department with documentation of such approval.

Should either of the sites lose its designation as a SBHC for any reason, the BMS will notify the Department in writing within 15 days of the loss of such designation. The period of the agreement is July 1, 2018 through June 30, 2019.

The agreement is late because of administrative delays.

**MWBOO GRANTED A WAIVER.**

9. **THE JOHNS HOPKINS UNIVERSITY (JHU)** **\$587,703.00**

Account: 4000-484819-3023-718000-603051

The JHU's Center for Child & Community Health Research will design, implement, and evaluate comprehensive models of HIV prevention and care service for Men Who Have Sex with Men of Color. The organization will be responsible for managing the day-to-day evaluation. The organization's deliverables

## MINUTES

Health Department - cont'd

include overall coordination, management, and oversight of the Targeted Highly-Effective Interventions to Reverse the HIV Epidemic project. The period of the agreement is July 1, 2018 through June 30, 2019.

The agreement is late because of administrative delays.

**MWBOO GRANTED A WAIVER.**

10. **TOTAL HEALTH CARE, INC.** **\$ 36,095.00**

Account: 5000-569719-3023-273370-603051

Total Health Care Inc. will provide Health Education/Risk Reduction (HERR) to reduce the risk of HIV transmission. HERR will include sharing information about medical and psychosocial support services and counseling clients to improve their health status. The period of the agreement is July 1, 2018 through June 30, 2019.

11. **TOTAL HEALTH CARE, INC.** **\$ 93,763.00**

Account: 5000-569719-3023-273372-603051

Total Health Care, Inc. will provide Medical Nutrition Therapy that includes nutrition assessment and screening, dietary nutritional evaluation, develop a nutrition plan, distribute food and/or nutritional supplements per medical provider's recommendation, and provide nutrition education and/or counseling. The period of the agreement is July 1, 2018 through June 30, 2019.

**MWBOO GRANTED A WAIVER.**

12. **HEALTH CARE FOR THE HOMELESS, INC.** **\$159,423.00**

Account: 5000-569719-3023-273324-603051

Health Care for the Homeless, Inc. will provide Health Education/Risk Reduction (HERR) services for clients living

## MINUTES

Health Department - cont'd

with HIV about HIV transmission and how to reduce the risk of HIV transmission. HERR will include sharing information about medical and psychosocial support services and counseling clients to improve their health status. The period of the agreement is July 1, 2018 through June 30, 2019.

**MWBOO GRANTED A WAIVER.**13. **HEALTH CARE FOR THE HOMELESS, INC. \$250,559.00**

Account: 5000-569719-3023-273326-603051

The Health Care for the Homeless, Inc. (HCH) outreach team works with providers and broader stakeholders to identify clients in need of outreach. For those already connected to the clinic. The HCH providers are able to refer those who have missed appointments or need assistance making it to appointments to outreach. The HCH outreach team also partners with the community to identify and seek to connect to services those who are not linked to care. Traditional outreach services will include the identification of undiagnosed individuals, information, and education on health care access, linkage to care for persons who know their HIV status but were "never in care" or have not kept their HIV medical appointment for longer than six months. The period of the agreement is July 1, 2018 through June 30, 2019.

**MWBOO GRANTED A WAIVER.**

The agreements (item nos. 10 - 13) are late because the Department of Health and Mental Hygiene's Prevention and Health Promotion Administration programmatically manages State Special services. The providers are asked to submit a budget, budget narrative, and scope of services. The Health Department thoroughly reviews the entire package before preparing a contract and submitting it to the Board of Estimates. These budgets are often times revised because of inadequate information from the providers. This review process is required to comply with the grant requirements.

## MINUTES

Health Department - cont'd

14. **TOTAL HEALTH CARE, INC.** **\$163,615.00**

Account: 5000-569719-3023-273374-603051

Total Health Care, Inc. Dental Program will provide outpatient diagnostic preventive and therapeutic oral health services designed to meet the needs of low-income persons living with HIV. The period of the agreement is July 1, 2018 through June 30, 2019.

**MWBOO GRANTED A WAIVER.**

15. **TOTAL HEALTH CARE, INC.** **\$ 15,000.00**

Account: 5000-569719-3023-273371-603051

Total Health Care, Inc. will provide medical non-emergency transportation services that enable an eligible client to access or be retained in core medical or support services. Medical transportation may be provided through the use of a company vehicle to provide transportation services, contracts with providers of transportation services, and the purchase and distribution of MTA tokens or monthly bus passes to clients, as needed. The period of the agreement is July 1, 2018 through June 30, 2019.

16. **TOTAL HEALTH CARE, INC.** **\$140,000.00**

Account: 4000-424519-3023-273372-603051

Total Health Care, Inc. will provide HIV support services for infected/affected individuals in Baltimore City and the surrounding Eligible Metropolitan Area. The organization will conduct outreach services that will include the following identification of undiagnosed individuals, information, and education on health care access, linkage to care for persons

## MINUTES

Health Department - cont'd

who know their HIV positive status but were "Never in Care" or it has been longer than six months since they kept their HIV medical appointment. The period of the agreement is July 1, 2018 through June 30, 2019.

**MWBOO GRANTED A WAIVER.**

17. **TOTAL HEALTH CARE, INC.** **\$206,290.00**

Total Health Care, Inc. will provide a range of client-centered Non-Medical Case Management activities focused on providing guidance and assistance in accessing medical, social, community, legal, financial, public, and private programs, and other needed services. The period of the agreement is July 1, 2018 through June 30, 2019.

**MWBOO GRANTED A WAIVER.**

18. **CHASE BREXTON HEALTH SERVICES, INC.** **\$297,446.00**

Account: 5000-569719-3023-273313-603051

Chase Brexton Health Services Inc. will provide Health Education/Risk Reduction Services (HERR) to clients living with HIV on how to reduce the risk of HIV transmission. HERR will include sharing information about medical and psychosocial support services and counseling clients to improve their health status. The period of the agreement is July 1, 2018 through June 30, 2019.

**MWBOO GRANTED A WAIVER.**

19. **PARK WEST HEALTH SYSTEM, INC.** **\$ 160,237.00**

Account: 5000-569719-3023-273355-603051

Park West Health System, Inc. will conduct Traditional Outreach services targeted to populations known to be at disproportionate risk for HIV infection. The Outreach Worker

## MINUTES

Health Department - cont'd

will canvass high-risk neighborhoods and areas around clinical and social support agencies to encounter vulnerable individuals that may or may not know their HIV status, refer HIV negative individuals with multiple risk factors for testing and continuous monitoring and treatment. Clients that test positive will be referred to HIV treatment programs. The period of the agreement is July 1, 2018 through June 30, 2019.

**MWBOO GRANTED A WAIVER.**

20. **HEALTH CARE FOR THE HOMELESS, INC.** **\$170,192.00**

Account: 5000-569719-3023-273325-603051

Health Care for the Homeless, Inc. will provide limited short-term assistance to support emergency, temporary, or transitional housing to enable a client or family to gain or maintain outpatient/ambulatory health services. Housing related referral services include assessment, search, placement, advocacy, and the fees associated with these services. The period of the agreement is July 1, 2018 through June 30, 2019.

**MWBOO GRANTED A WAIVER.**

21. **CHASE BREXTON HEALTH SERVICES, INC.** **\$ 94,886.00**

Account: 5000-569719-3023-273314-603051

Chase Brexton Health Services, Inc. will provide Medical Nutrition Therapy that includes nutrition assessment and screening, dietary/nutritional evaluation, develop a nutrition plan, distribute food and/or nutritional supplements per the Medical Provider's recommendation, and provide nutrition education and/or counseling.

## MINUTES

Health Department - cont'd

All services will be pursuant to a Medical Provider's referral and based on a nutritional plan developed by the Registered Dietitian or other licensed nutrition professionals. The services will be provided in individual and/or group settings outside of HIV Outpatient/Ambulatory Health Services. The period of the agreement is July 1, 2018 through June 30, 2019.

**MWBOO GRANTED A WAIVER.**

22. **CHASE BREXTON HEALTH SERVICES, INC.** **\$320,585.00**

Account: 5000-569719-3023-273318-603051

Chase Brexton Health Services, Inc. will provide Outpatient Ambulatory Health Services, as well as diagnostic and therapeutic services provided directly by a licensed health care provider with experience in treatment of patients with HIV disease. The period of the agreement is July 1, 2018 through June 30, 2019.

**MWBOO GRANTED A WAIVER.**

The agreements (item nos. 14 - 22) are late because the State of Maryland, Department of Health and Mental Hygiene's Prevention and Health Promotion Administration programmatically manages Ryan White Part B HIV/AIDS State Special Services. The Providers are asked to submit a budget, budget narrative, and scope of services. The Department thoroughly reviews the entire package before preparing a contract and submitting it to the Board. These budgets are many times revised because of inadequate information from the providers. The review is required to comply with the grant requirements.

**MINUTES**

Health Department - cont'd

**APPROVED FOR FUNDS BY FINANCE**

**AUDITS REVIEWED AND HAD NO OBJECTION.**

UPON MOTION duly made and seconded, the Board approved and authorized execution of the foregoing agreements. The President **ABSTAINED** on item no. 9.

**MINUTES**Health Department - Agreements

The Board is requested to approve and authorize execution of the various agreements. The period of the agreement is July 1, 2018 through June 30, 2019, unless otherwise indicated.

PROVIDER SERVICE AGREEMENTS

- |    |  |                     |
|----|--|---------------------|
| 1. | <b>HONOR AND CHERISH ASSISTED LIVING, INC.</b> | <b>\$ 15,600.00</b> |
| 2. | <b>THE PALMS ASSISTED LIVING, INC.</b>         | <b>\$ 31,200.00</b> |

Account: 5000-534019-3254-767800-607001

The agreements will allow the Department to disburse State Subsidized Assisted Housing Funds to low-income residents in the facilities.

These facilities are enrolled in the Senior Assisted Living Group Home Subsidy Program and will provide subsidized senior assisted for individuals age 62 and over, which have temporary or periodic difficulties with the activities of daily living. The Senior Assisted Housing residents receive shelter, meals, housekeeping, personal care services, and 24-hour on-site supervision.

The agreements are late because the Department was waiting on information and signature from the providers.

NURSE MONITOR SERVICES

- |    |                      |                     |
|----|----------------------|---------------------|
| 3. | <b>NICOLE VENNEY</b> | <b>\$150,000.00</b> |
|----|----------------------|---------------------|

Account: 6000-607819-3110-306800-603018

The Maryland State Department of Health and Mental Hygiene (DHMH) is designated as the single State agency to administer

**MINUTES**Health Department - cont'd

all aspects of the Community First Choice (CFC) and the Community Personal Assistance Services (CPAS), formerly known as Medical Assistance Personal Care Program. The CPAS program will provide services and support to enable older adults and people with disabilities to live in their homes. The Department has an agreement with the DHMH to participate in the program as the case monitoring agency and to contract with the Nurse Monitors who will supervise the provisions of services to eligible recipients.

The Nurse Monitor will exercise independent professional judgment and carry professional liability insurance. Each Nurse Monitor will be an independent contractor and not an employee of the City. The period of the agreement is July 1, 2018 through June 30, 2019.

The agreement is late because of the administrative process.

**APPROVED FOR FUNDS BY FINANCE**

**AUDITS REVIEWED AND HAD NO OBJECTION.**

UPON MOTION duly made and seconded, the Board approved and authorized execution of the foregoing Agreements.

MINUTES

EXTRA WORK ORDERS AND TRANSFERS OF FUNDS

\* \* \* \* \*

UPON MOTION duly made and seconded,

the Board approved the

Extra Work Orders and Transfers of Funds

listed on the following pages:

5055 - 5060

All of the EWOs had been reviewed and approved

by the

Department of Audits, CORC,

and MWBOO, unless otherwise indicated.

The Transfers of Funds were approved

SUBJECT to receipt of favorable reports

from the Planning Commission,

the Director of Finance having reported favorably

thereon, as required by the provisions

of the City Charter.

**MINUTES****EXTRA WORK ORDERS**

<u>Contract</u>	<u>Prev. Approve.</u>	<u>Contractor</u>	<u>Time</u>	<u>%</u>
<u>Awd. Amt.</u>	<u>Extra Work</u>		<u>Ext.</u>	<u>Compl.</u>

Department of Public Works/Office  
of Engineering and Construction

- |  |               |                     |        |     |
|--|---------------|---------------------|--------|-----|
| 1. EWO #002, \$ 200,000.00 - SC 903, Improvement to Patapsco Sewershed |               |                     |        |     |
| \$25,283,300.00  | \$ 612,872.50 | Spiniello Companies | 4.4    | 80% |
|  |               |                     | Months |     |

This is the first time extension and will increase the duration time of the contract by 4.4 months for a total of 28.4 months. This extra work order is outside of the original scope of work and was requested by the Agency.

The Office of Engineering & Construction is requesting funds for the removal of contaminated sludge in sewer lines and manholes slated to be Cured-In-Place Piping lined. The contractor first encountered the smell of oil while inspecting manholes prior to cleaning for lining in the Fairfield/Curtis Bay area. The Office of Engineering Construction tested the sludge and found it to be contaminated. The contaminated sludge was an unforeseen condition that required special handling and equipment for the removal and disposal per Maryland Department of Environment requirements. These funds are requested for work and equipment outside of the original scope of work. Project Controls evaluated the contractor's Time Impact Analysis and found that the testing and evaluation delayed the project by 133 calendar days. The Certificate of Completion form will not be completed until a scheduled time after final payment and final completion has been given by the Agency.

**MBE/WBE PARTICIPATION:**

The Contractor will comply with Article 5, Subtitle 28 of the Baltimore City Code. The MBE and WBE goals assigned to the original agreement are 17% for MBE and 16% for WBE.

MINUTES

EXTRA WORK ORDERS

Contract	Prev. Apprvd.	Time	%
<u>Awd. Amt.</u>	<u>Extra Work</u>	<u>Contractor</u>	<u>Ext. Compl.</u>

Department of Public Works/Office  
of Engineering and Construction - cont'd

2. TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$208,224.00	9956-919616-9549	
Wastewater Revenue	Sewer System Rehab	
Bond	Patapsco WS	
7,776.00	" "	
County Revenue		
<u>\$216,000.00</u>	-----	9956-907603-9951-6 Construction

The transfer of funds will cover the costs of SC 903, Improvement to Patapsco Sewershed.

3. EWO #001, \$1,877,315.00 - SC 966, Cleaning and Inspection of Sanitary Sewers at Various Locations in Baltimore City-  
Zone A

\$ 2,743,638.50	-	Mobile Dredging	-	10%
		& Video Pipe, Inc.		

This contract started on January 02, 2018 and the construction completion date is January 02, 2020. This extra work order is outside of the original scope of work and was requested by the Agency.

The Office of Engineering & Construction is requesting funds for completing the remaining SC 934 contract work related to cleaning of the outfall interceptor, as well as to conduct a structural condition assessment of the pipe, under Office of Asset Management's SC 966.

**MINUTES****EXTRA WORK ORDERS**

<u>Contract</u>	<u>Prev. Apprvd.</u>	<u>Contractor</u>	<u>Time</u>	<u>%</u>
<u>Awd. Amt.</u>	<u>Extra Work</u>		<u>Ext.</u>	<u>Compl.</u>

Department of Public Works/Office  
of Engineering and Construction - cont'd

The scope of the SC 934 project included cleaning of the 12 ft. x 14 ft. outfall interceptor coming into the Back River Wastewater Treatment Plant. However, due to concerns with the structural integrity of the outfall interceptor and related safety concerns, the SC 934 Contractor could not proceed with the cleaning of the pipe and the project came to an end. As a result, the Office of Asset Management was requested to heavy clean, inspect, and conduct a structural condition assessment of the pipe urgently under their available SC 966 so that there are not adverse impacts on another SC 918 Headworks project, which connects to the outfall interceptor pipe that is being cleaned and inspect under this change order.

The SC 966 Contractor has the specialty and ability to complete this urgent remaining work that will enable the City to avoid any adverse impacts on other ongoing projects at the Backriver Wastewater Treatment Plant. The Certificate of Completion form will not be completed until a scheduled time after final payment and final completion has been given by the Agency.

**MBE/WBE PARTICIPATION:**

The Contractor will comply with Article 5, Subtitle 28 of the Baltimore City Code. The MBE and WBE goals assigned to the original agreement are 27% for MBE and 10% for WBE.

MINUTES

EXTRA WORK ORDERS

Contract	Prev. Apprvd.		Time	%
<u>Awd. Amt.</u>	<u>Extra Work</u>	<u>Contractor</u>	<u>Ext.</u>	<u>Compl.</u>

Department of Public Works/Office  
of Engineering and Construction - cont'd

4. TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$1,090,894.46	9956-909612-9549	
Wastewater Revenue	Sewer System Rehab	
Bond	Main Outfall	
936,605.74	" " "	
Wastewater Revenue		
Bond		
<u>\$2,027,500.20</u>	-----	9956-908614-9551-6 Construction

The transfer of funds will cover the costs of SC 966, Cleaning and Inspection of Sewers at Various Locations in Baltimore City - Zone A.

5. EWO #003, \$0.00 - SC 919, Improvements to Sanitary Sewers  
in the Outfall Sewershed

\$19,872,493.80	\$0.00	AM-Liner East, Inc.	91	80%
			Non-	
			compen-	
			sable	
			days	

This is the second time extension and will increase the duration of the contract by three months for a total contract duration of 91 days. The current construction completion

**MINUTES****EXTRA WORK ORDERS**

<u>Contract</u>	<u>Prev. Apprvd.</u>	<u>Time</u>	<u>%</u>
<u>Awd. Amt.</u>	<u>Extra Work</u>	<u>Contractor</u>	<u>Ext. Compl.</u>

Department of Public Works/Office  
of Engineering and Construction - cont'd

date is August 25, 2018 and the new construction date was November 24, 2018. This extra work order is within the original scope of work and was requested by the Agency.

The Office of Engineering & Construction requests an additional 91 days non-compensable time extension for the contractor to complete an access road required to repair the segments located between Eastern Avenue and Kane Street.

The SC 919 contract documents required that the contractor needed Cured in Place Piping (CIPP) lining approximately 1600 liner feet of 18-inch sewer mains on Eastern Avenue and Kane Street.

Upon commencement, it was determined that an access road would need to be constructed to complete the work. AM-Liner East, Inc. was directed to submit a schedule time impact analysis that was reviewed by the project controls.

After careful review of the submitted material by AM-Liner East, Inc. and isolating each series of events that played a role in this time impact analysis, the Office of Engineering & Construction recommended a non-compensable time extension of 91 calendar days. This time extension will push the authorized project completion date to November 24, 2018. Consultant liability will be investigated.

**MINUTES****EXTRA WORK ORDERS**

<u>Contract</u>	<u>Prev. Apprvd.</u>	<u>Time</u>	<u>%</u>
<u>Awd. Amt.</u>	<u>Extra Work</u>	<u>Contractor</u>	<u>Ext. Compl.</u>

Department of Public Works/Office  
of Engineering and Construction - cont'd

The Certificate of Completion will not be completed until a scheduled time after final payment and final completion has been given by the Agency.

The scope of the construction project includes cleaning, CIPP lining, open cut repair, and replacement of sanitary sewer lines, rehabilitation of manholes, and reinstatement of sanitary house connections.

**MBE/WBE PARTICIPATION:**

The Contractor will continue to comply with Article 5, Subtitle 28 of the Baltimore City Code and the 17% MBE and 16% WBE goals assigned to the original agreement.

**MWBOO FOUND VENDOR IN COMPLIANCE.**

**MINUTES**

Department of Recreation and Parks - Task Assignment

**ACTION REQUESTED OF B/E:**

The Board is requested to approve the assignment of Task No. 21 to Rummel, Klepper & Kahl, LLP under Project 1232, On-Call Design Services. The period of the task assignment is approximately 6 months.

**AMOUNT OF MONEY AND SOURCE:**

\$18,606.69 - 9938-910102-9474-900000-703032

**BACKGROUND/EXPLANATION:**

This task will include Environmental Investigation Services for Catherine/ABC Park.

**MBE/WBE PARTICIPATION:**

The Consultant achieved the following percentages:

**MBE:** 34.63%

**WBE:** 5.23%

**AUDITS REVIEWED AND FOUND THE BASIS FOR COMPENSATION CONSISTENT WITH CITY POLICY.**

**TRANSFER OF FUNDS**

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$20,000.00	9938-909102-9475	9938-910102-9474
Rec. & Parks	2 <sup>nd</sup> Parks & Public	FY18 Park
27 <sup>th</sup> Series	Facilities	Rehabilitation
	(Reserve)	(Active)

**MINUTES**Department of Recreation and Parks - cont'd

This transfer will provide funds to cover the costs associated with design services under On-Call Contract No. 1232 Task No. 21 to Rummel, Klepper & Kahl, LLP.

UPON MOTION duly made and seconded, the Board approved the assignment of Task No. 21 to Rummel, Klepper & Kahl, LLP under Project 1232, On-Call Design Services. The Transfer of Funds was approved, SUBJECT to the receipt of a favorable report from the Planning Commission, the Director of Finance having reported favorably thereon, in accordance with the provisions of the City Charter.

**MINUTES**

Department of Real Estate - Lease Agreement

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of a Lease Agreement with the Mayor & City Council of Baltimore, Landlord and the United States Post Services (USPS), Tenant, for the rental of a portion of the property known as 111 N. Calvert Street, on the 1<sup>st</sup> floor, consisting of 1,930 sq. ft. The period of the lease agreement is February 1, 2019 through January 31, 2024, with the option to renew for one-five year period commencing February 1, 2024 and terminating January 31, 2029.

**AMOUNT OF MONEY AND SOURCE:**

\$1.00 Annual rent

**BACKGROUND/EXPLANATION:**

The demised premises will be used as a Post Office. The Landlord will be responsible for snow removal and maintenance. The Tenant will be responsible for janitorial, and trash placement in a proper container. The Landlord will not provide office pickup or removal of trash. The Space Utilization Committee approved this Lease Agreement at its meeting on August 7, 2018.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Lease Agreement with the Mayor & City Council of Baltimore and the United States Post Services for the rental of a portion of the property known as 111 N. Calvert Street, on the 1<sup>st</sup> floor, consisting of 1,930 sq. ft.

## MINUTES

Department of Audits - Audit Reports

The Board is requested to **NOTE** receipt of the following Audit Reports:

1. Department of Human Resources Biennial Performance Audit Report Fiscal Years Ended June 30, 2017 and 2016.

President: "The second item on the non-- non-routine agenda can be found on page 131, item 1, Department of Human Resources Biennial Performance Audit Report, Fiscal Years Ending June 30, 2017 and 2016. Will the parties please come forward? Hey Man."

Mr. Quinton Herbert: "Good morning Madam Mayor, Mr. President, uh -- Board. Quinton Herbert, Interim Director, Department of Human Resources."

City Auditor: "Good morning members of the Board. Audrey Askew, City Auditor. Uh -- First Biennial Performance Audit, Department of Human Resources. I'll read all findings and you can respond to all three. Finding No. 1, Average Number of Working Days to Fill Civil Services Vacancies, 90 days - Not Met; Finding No. 2, Targets Inconsistently Reported in the City's Budget Books - Not Met; Finding No. 3, DHR Could Not Replicate the Actual Performance Measure Amount for Fiscal Year 2017 - Not Met."

## MINUTES

Department of Audits - Audit Reports - DHR

Mr. Herbert: "With respect -- respect to finding No. 1, we accept the findings and -- and will not provide any additional response. The 2016 target was not met, however, that target was adjusted for 2017 and going forward. With respect to Finding No. 2, uh -- we do not control the budget book. That's not a function of DHR. We have reached out to BBMR and are working to ensure that the information that's published in the -- in the Budget book is in fact what the target data is for the agency. With respect to Finding No. 3, uh -- there are a number of things that DHR has done to remedy this issue. Uh -- there was a spreadsheet that was in use by the former Division Chief for Recruitment and Talent Acquisition. That uh -- that person is no longer with the City and that spreadsheet was corrupted, which we couldn't replicate her work. We now have more continuity in that position. We're staffed up in the Recruitment and Talent Acquisition Division and they have uh -- a uh -- methodology in place now that accurately tracks and measures the number of days to fill Civil Service positions. So, we're confident that when the next audit -- performance Audit comes about, that we'll have data that can be replicated."

MINUTES

Department of Audits - Audit Reports - DHR

President: "Thank you. The audit has been **NOTED.**"

City Auditor: "Thank you."

Mr. Herbert: "Thank you."

President: "Thank you."

\* \* \* \* \*

## MINUTES

Department of Audits - Audit Reports - Department of Planning

2. Department of Planning Biennial Performance Audit Report  
Fiscal Years Ended June 30, 2017 and 2016.

President: "The third item on the non-routine agenda can be found on page 131, item 2, Department of Planning Biennial Performance Audit Report Fiscal Years Ending June 30, 2017 and 16. Will the parties please come forward?"

City Auditor: "Okay. Finding No. 1, No documentation to support targets and actual performance measure. This was for the percent of assigned building permits reviewed within 48 hours; Finding No. 2, Inconsistent performance measure target for Fiscal Year 2017; Finding No. 3, Performance Target -- Measure Target not met; for Findings 4, 5, and 6, they relate to inconsistent performance measure targets and performance results for Fiscal Year 2 -- Fiscal Years 2017 and 2016 for the number of preliminary reviews completed for tax credit applications within 30 days."

Ms. Laurie Feinberg: "Thank you. For Finding No. 1, with regard--"

Comptroller: "State your name."

## MINUTES

Dept. of Audits - Audit Report - Dept. of Planning - cont'd

Ms. Feinberg: "Oh. I'm sorry, Laurie Feinberg, Acting Director, Department of Planning. Uh -- for Finding No. 1, there was a um - - we get our data from the City's permit system that's managed by the Department of Housing, and our staff person -- it's a -- it's a excel report that they export and send to us annually. We didn't save it. So, and Housing couldn't replicate it. Um -- so that was really a clerical error."

City Auditor: "One, two, and three can go together."

Ms. Feinberg: "Right. Um -- the Inconsistent performance measure, that was a staffing issue, Um -- that we changed the performance measure because we were down a staff person. Um -- and for Finding No. 3, the target was not met. Um -- one year we were 3% down, but the other year we were 8% up. So, um -- and with regard to Finding 4, 5, and 6, um -- there was a discrepancy, as you heard, with DHR with the -- the budget book. Um -- obviously we'll be more careful, we didn't, you know, check their numbers. And um -- we do agree with the audit report that it's better to look at the percentage

## MINUTES

Dept. of Audits - Audit Report - Dept. of Planning - cont'd

completed rather than the raw number. The raw number -- we have no control over the applications coming in, so the raw number we can't manage, but the percent that we handle within a given amount of time is a better measure -- and moving forward."

President: "Thank you. Any questions? The Audit has been **NOTED.**"

\* \* \* \* \*

**MINUTES**

Mayor's Office of Criminal Justice (MOCJ) - Grant Award

**ACTION REQUESTED OF B/E:**

The Board is requested to approve acceptance of a Grant Award from the Governor's Office of Crime Control and Prevention. The period of the Grant Award is October 1, 2018 through June 30, 2019.

**AMOUNT OF MONEY AND SOURCE:**

\$2,554,421.00 - 5000-511019-2255-702300-405001 - Grant Award

\$1,342,412.00 - 1001-000000-2255-702300-603026 - Match from City

**BACKGROUND/EXPLANATION:**

In December of 2017, the Mayor announced the Safe Streets Program would be expanded from four sites to ten. In support of this vision, the MOCJ applied for funding from the Governor's Office of Crime Control and Prevention to fund one year of the program's expansion.

On November 26, 2018, the Governor's Coordinating Offices informed MOCJ that the grant application submitted for Safe Streets Baltimore (SSB) was approved. The SSB is an evidence-based, public health approach to reduce shootings and homicides within targeted communities in the City. The SSB is the longest running Cure Violence replication in the country. Homicide is one of the greatest risk factors for teenagers and young adults. The SSB approaches violence from the perspective that violence is learned behavior, which can be prevented by using disease control methods.

Outreach is an integral component of programming, which includes high-risk conflict mediation, relying on outreach workers with "street" credibility to engage high-risk youth aged 14-25 years in order to intervene in conflicts, or potential conflicts, and promotes alternatives to violence.

**MINUTES**

MOCJ - cont'd

The Grant Award requires a 33% match from the City.

Funds will be spent to expand the current initiative to ten total sites. Currently, the SSB operates in four sites.

The Grant Award is late because of the States administrative process.

**APPROVED FOR FUNDS BY FINANCE**

**AUDITS REVIEWED THE SUBMITTED DOCUMENTATION AND FOUND THAT IT CONFIRMED THE GRANT AWARD.**

UPON MOTION duly made and seconded, the Board approved acceptance of a Grant Award from the Governor's Office of Crime Control and Prevention.

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

\* \* \* \* \*

On the recommendations of the City agencies  
hereinafter named, the Board,

UPON MOTION duly made and seconded,  
awarded the formally advertised contracts  
listed on the following pages:

5073 - 5075

to the low bidders meeting the specifications,  
or rejected bids on those as indicated  
for the reasons stated.

The Transfers of Funds were approved  
SUBJECT to receipt of favorable reports  
from the Planning Commission,  
the Director of Finance having reported favorably  
thereon, as required by the provisions  
of the City Charter. The Comptroller **ABSTAINED**  
on item nos. 1 and 2.

**MINUTES****RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS**

Department of Public Works/Office  
of Engineering and Construction

1. SDC 7777, Drainage Repairs and Improvements at Various Locations Metra Industries, Inc. \$3,564,825.00

**MBE:** Economic International Construction Company, Inc. \$325,000.00 9.12%

**WBE:** R&R Contracting Utilities, Inc. \$107,000.00 3.00%

**MWBOO FOUND VENDOR IN COMPLIANCE.**

2. **TRANSFER OF FUNDS**

<b><u>AMOUNT</u></b>	<b><u>FROM ACCOUNT/S</u></b>	<b><u>TO ACCOUNT/S</u></b>
\$3,850,011.00	9958-908109-9522	9958-911104-9520-6
Revenue Bonds	Small Storm Drain & Inlet Repair	Construction

The transfer of funds will cover the costs of SDC 7777, Small Storm Drains and Inlet Repair #2.

3. SC 977, Improvements to the Gwynns Falls Sewershed Collection System-Area C Baltimore City IPR Northeast \$12,487,711.20

**DBE/WBE:** S&J Service \$2,353,690.00 18.85%

**DBE/WBE:** DSM Contracting \$ 724,255.00 5.80%

Empire Landscape 510,476.00 4.09%

Advantage Manhole 790,041.20 6.33%

**\$2,024,772.20 16.22%**

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

Department of Public Works/Office  
of Engineering and Construction - cont'd

4. TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$1,758,413.42 Wastewater Revenue Bonds	9956-907622-9549 Sewer System Rehab Gwynns Falls	
5,720,729.00 State Revenue	9956-907622-9549 Sewer System Rehab Gwynns Falls	
5,015,091.00 State Water Quality Revenue	9956-907622-9549 Sewer System Rehab Gwynns Falls	
992,494.68 County Revenue	9956-907622-9549 Sewer System Rehab Gwynns Falls	
<u>\$13,486,728.10</u>	-----	9956-905663-9551-6 Construction

The transfer of funds will cover the costs of SC 977, Improvement to the Gwynns Falls Sewershed Collection System.

## MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONSBureau of Procurement

5. B50005417, Tow Trucks with Self Loader Wrecker Bodies      Beltway International, LLC      \$358,092.00

(Dept. of General Services, Fleet Mgmt.)

**MWBOO GRANTED A WAIVER.**

6. B50005544, Phosphoric Acid 75%      Chemrite, Inc.      \$500,000.00

(DPW, Wastewater Facilities Division)

**MWBOO GRANTED A WAIVER.**

7. B50005546, ¾ Ton Regular Cab Pickup Truck with Sweeper Body      Chemrite, Inc.      \$500,000.00

(Dept. of General Services, Fleet Mgmt.)

**MWBOO GRANTED A WAIVER.**

8. B50005574, Police Canines      Shallow Creek Kennels, Inc.      \$ 63,160.00

(Baltimore Police Department)

**MWBOO GRANTED A WAIVER.**

**MINUTES**

Environmental Control Board - Transfer of Funds

**ACTION REQUESTED OF B/E:**

The Board is requested to approve the Transfer of Funds to the Baltimore City Foundation.

**AMOUNT OF MONEY AND SOURCE:**

\$30,000.00 - 6000-673319-1170-769300-603050

**BACKGROUND/EXPLANATION:**

The Environmental Control Board requests approval to transfer funds to the Baltimore City Foundation for the Care-A-Lot program, under BMORE Beautiful, in order to provide grants to Baltimore City neighborhoods and youth participants working to maintain identified vacant lots within their community.

The funds will be dispersed to participating community organizations and youth participants based on invoiced maintenance visits and work completed.

**APPROVED FOR FUNDS BY FINANCE**

UPON MOTION duly made and seconded, the Board approved the Transfer of Funds to the Baltimore City Foundation.

**MINUTES**

Space Utilization Committee - Second Amendment  
to Lease Agreement

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorized execution of the Second Amendment to the Lease Agreement by and between HOA Health, LLC, (HOA), Landlord and the Mayor and City Council of Baltimore acting through the Baltimore Health Department, Tenant, for the rental of the property known as 2700 Rayner Avenue.

**AMOUNT OF MONEY AND SOURCE:**

N/A

**AMOUNT OF MONEY AND SOURCE:**

On June 28, 2017, the Board of Estimates approved the Lease Agreement for the rental of 2700 Rayner Avenue for a Stabilization Center to provide medical screening/examination, sobering services, and case management for those involved in the opioid/fentanyl related crisis. Pursuant to the Lease Agreement, the HOA agreed to rehabilitate the property and deliver it to the City by December 28, 2018. On May 2, 2018, the Board of Estimates approved a First Amendment to the Lease Agreement changing the funding condition deadline of September 30, 2018 to the delivery date of December 28, 2019. This amendment also provided for a yearly annual rent reduction of \$3,250.00 for every \$50,000.00 in additional grant funds.

The Second Amendment changes the delivery date from December 28, 2019 as stated in the First Amendment to April 30, 2020. The funding conditions date is being changed from September 30, 2018 as stated in the First Amendment to January 31, 2019. The Second Amendment also changes the proposed debt reduction amount to between \$325,000.00 to \$395,000.00 based on the final project thereby making the total rent reduction over the term of the Lease

**MINUTES**Space Utilization Committee - cont'd

to be between, \$21,125.00 to \$25,675.00. The Second Amendment also allows the Comptroller discretion to execute other documents and changes to monetary terms of the Lease up to \$24,999.00 without approval by the Board of Estimates.

The Space Utilization Committee approved the Second Amendment to the Lease Agreement on December 05, 2018.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Second Amendment to the Lease Agreement by and between HOA Health, LLC, Landlord, acting through the Baltimore Health Department, Tenant, for the rental of the property known as 2700 Rayner Avenue.

**MINUTES**

Space Utilization Committee - First Amendment to  
Sub-Lease Agreement

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorized execution of the First Amendment to the Sub-Lease Agreement by and between Mayor and City Council of Baltimore, Sub-Landlord and Behavioral Health System Baltimore, Inc., Sub-Tenant, for the rental of the property known as 2700 Rayner Avenue.

**AMOUNT OF MONEY AND SOURCE:**

N/A

**BACKGROUND/EXPLANATION:**

On May 2, 2018, the Board of Estimates approved the Sub-Lease Agreement for the rental of 2700 Rayner Avenue for Operation of the Stabilization Center.

The First Amendment incorporates the following changes in accordance with the Second Amendment to the Lease Agreement between HOA, LLC, and the Mayor and City Council of Baltimore as follows: the delivery date from December 28, 2019 as stated in the First Amendment to April 30, 2020. The funding conditions date is being changed from September 30, 2018 as stated in the First Amendment to January 31, 2019. The Second Amendment also changes the proposed debt reduction amount to between \$325,000 to \$395,000 based on the final project thereby making the total rent reduction over the term of the Lease to be between, \$21,125 to \$25,675. The Second Amendment also allows the Comptroller discretion to execute other documents and changes to monetary terms of the Lease up to \$24,999.00 without approval by the Board of Estimates.

All other terms and conditions in the Lease Agreement remain in full force and effect.

**MINUTES**Space Utilization Committee - cont'd

Space Utilization Committee approved the First Amendment to the Sub-Lease Agreement on December 05, 2018.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the First Amendment to the Sub-Lease Agreement by and between Mayor and City Council of Baltimore, Sub-Landlord and Behavioral Health System Baltimore, Inc., Sub-Tenant, for the rental of the property known as 2700 Rayner Avenue.

**MINUTES**

Department of Housing and - Land Disposition Agreement  
Community Development

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of the Land Disposition Agreement with New Song Community Church, Inc., Developer, for the sale of the City-owned properties located at 1613, 1615, 1617, 1619, 1621, 1623, 1625, 1627, 1629 and 1631 N. Calhoun Street.

**AMOUNT OF MONEY AND SOURCE:**

\$ 1,000.00	- 1613 N. Calhoun Street
1,000.00	- 1615 N. Calhoun Street
1,000.00	- 1617 N. Calhoun Street
1,000.00	- 1619 N. Calhoun Street
1,000.00	- 1621 N. Calhoun Street
1,000.00	- 1623 N. Calhoun Street
1,000.00	- 1625 N. Calhoun Street
1,000.00	- 1627 N. Calhoun Street
1,000.00	- 1629 N. Calhoun Street
1,000.00	- 1631 N. Calhoun Street
<b>\$10,000.00</b>	

**BACKGROUND/EXPLANATION:**

The project will consist of ten vacant lots. Once rehabilitated, the properties will be used as greenspace.

The authority to sell the 1613, 1615, 1617, 1619, 1621, 1623, 1625, 1627, 1629 and 1631 N. Calhoun Street properties is within Article 13, §2-7(h)(2) of the Baltimore City Code.

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

These properties were assessed by the State Department of Assessments and Taxation (SDAT) at \$1,000.00 each, and will be

## MINUTES

Department of Housing and - cont'd  
Community Development

sold for \$1,000.00 each \$10,000.00 in total. Pursuant to the Baltimore City Appraisal Policy, properties assessed below \$2,500.00 by SDAT do not have to be appraised.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Land Disposition Agreement with New Song Community Church, Inc., Developer, for the sale of the City-owned properties located at 1613, 1615, 1617, 1619, 1621, 1623, 1625, 1627, 1629 and 1631 N. Calhoun Street.

**MINUTES**

Department of Housing and                    - Acquisition by Gift  
Community Development (DHCD)

**ACTION REQUESTED OF B/E:**

The Board is requested to approve the acquisition of the leasehold interest in the property located at 1812 N. Port Street (Block 1454 Lot 065) by gift from 3 A'S Restoration LLC, Owner, SUBJECT to municipal liens, interest, and penalties, other than water bills.

**AMOUNT OF MONEY AND SOURCE:**

The Owner agrees to pay for any title work and all associated settlement costs, not to exceed \$600.00 total. Therefore, no City funds will be expended.

**BACKGROUND/EXPLANATION:**

The DHCD, Land Resources Division strategically acquires and manages vacant or abandoned properties, which enables these properties to be returned to productive use and improve neighborhoods in Baltimore City.

The Owner has offered to donate the title to the property at 1812 N. Port Street to the City. With this Honorable Board's approval, the City will receive clear and marketable title to the property, subject only to certain City liens. Accepting this donation is less costly than acquiring the property by tax sale foreclosure or eminent domain.

The Owner will pay all current water bills up through the date of settlement. The DHCD will acquire the property subject to all municipal liens, and all interest and penalties that may accrue prior to recording a deed. The water bills must be paid as part of the transaction. A list of open municipal liens accrued through September 16, 2018, other than water bills, are as follows:

## MINUTES

DHCD - cont'd1812 N. Port Street

Real Property Tax	2018-2019	86.54
Real Property Tax	2017-2018	106.94
Real Property Tax	2016-2017	102.54
Real Property Tax	2015-2016	119.10
Tax Sale	2012-2015	15,283.40
Tax Sale	2008-2010	Included in Tax Sale
Tax Sale	2007-2008	Included in Tax Sale
Real Property Tax	2014-2015	Included in Tax Sale
Real Property Tax	2013-2014	Included in Tax Sale
Real Property Tax	2012-2013	Included In Tax Sale
Real Property Tax	2011-2012	Included in Tax Sale
Real Property Tax	2010-2011	Included in Tax Sale
Miscellaneous	6123095	Included in Tax Sale
Miscellaneous	63572222	Included in Tax Sale
Miscellaneous	6445597	Included in Tax Sale
Miscellaneous	6673057	Included in Tax Sale
Miscellaneous	6779748	Included in Tax Sale
Miscellaneous	7017395	Included in Tax Sale
Miscellaneous	7112295	Included in Tax Sale
Miscellaneous	7420953	Included in Tax Sale
Miscellaneous	8137622	Included in Tax Sale
Miscellaneous	8328726	Included in Tax Sale
Miscellaneous	8397614	Included in Tax Sale
Environmental Citation	52349180	Included in Tax Sale
Property Registration	091694	<u>2,269.80</u>
<b>Total Taxes Owed:</b>		<b>\$17,968.32</b>

UPON MOTION duly made and seconded, the Board approved the acquisition of the leasehold interest in the property located at 1812 N. Port Street (Block 1454 Lot 065) by gift from 3 A'S Restoration LLC, Owner, SUBJECT to municipal liens, interest, and penalties, other than water bills.

**MINUTES**

Department of Housing and                    - Acquisition by Gift  
Community Development (DHCD)

**ACTION REQUESTED OF B/E:**

The Board is requested to approve the acquisition of the leasehold simple interest in the property located at 1808 W. Saratoga Street by gift from Ms. Jillian Philbert, Owner, SUBJECT to municipal liens, interest, and penalties, other than water bills.

**AMOUNT OF MONEY AND SOURCE:**

The Owner agrees to pay for any title work and all associated settlement costs, not to exceed \$600.00 total. Therefore, no City funds will be expended.

**BACKGROUND/EXPLANATION:**

The DHCD, Land Resources Division strategically acquires and manages vacant or abandoned properties, which enables these properties to be returned to productive use and improve neighborhoods in Baltimore City.

The Owner has offered to donate to the City, title to the property located at 1808 W. Saratoga Street. With the Board's approval, the City will receive clear and marketable title to the properties, subject only to certain City liens. The City's acceptance of this donation is less costly than acquiring the property by tax sale foreclosure or eminent domain.

The Owner will pay all current water bills up through the date of settlement. The DHCD will acquire the property subject to all municipal liens, and all interest and penalties that may accrue prior to recording a deed. The water bills must be paid as part of the transaction. A list of open municipal liens accrued through October 17, 2018, other than water bills, are as follows:

## MINUTES

DHCD - cont'd

1808 W. Saratoga Street

Tax Sale	302557	8,289.01
Real Property Tax	2018-2019	47.20
Real Property Tax	2017-2018	Included in Tax Sale
Real Property Tax	2012-2013	Included in Tax Sale
Miscellaneous	6557730	Included in Tax Sale
Miscellaneous	6700231	Included in Tax Sale
Miscellaneous	6777924	Included in Tax Sale
Miscellaneous	7114655	Included in Tax Sale
Miscellaneous	7297682	Included in Tax Sale
Miscellaneous	7906043	345.39
Miscellaneous	8075970	163.47
Miscellaneous	8104697	250.09
Miscellaneous	8266280	112.61
Miscellaneous	8497331	131.70
Environmental	54076476	Included in Tax Sale
Registration	409736	<u>130.00</u>
Total Taxes Owed		<b>\$9,469.47</b>

UPON MOTION duly made and seconded, the Board approved the acquisition of the leasehold simple interest in the property located at 1808 W. Saratoga Street by gift from Ms. Jillian Philbert, Owner, SUBJECT to municipal liens, interest, and penalties, other than water bills.

**MINUTES**

Department of Housing and                    - Acquisition by Gift  
Community Development (DHCD)

**ACTION REQUESTED OF B/E:**

The Board is requested to approve the acquisition of the leasehold interest in the property located at 1613 N. Montford Avenue (Block 1474, Lot 052) by gift from Mr. Robert Harris, Owner, SUBJECT to municipal liens, interest, and penalties, other than water bills.

**AMOUNT OF MONEY AND SOURCE:**

The Owner agrees to pay for any title work and all associated settlement costs, not to exceed \$600.00 total. Therefore, no City funds will be expended.

**BACKGROUND/EXPLANATION:**

The DHCD, Land Resources Division, on behalf of the Mayor and City Council, strategically acquires and manages vacant or abandoned properties, which enables these properties to be returned to productive use and improve neighborhoods in Baltimore City.

Robert Harris has offered to donate to the City, title to the property at 1613 N. Montford Avenue. With the Board's approval, the City will receive clear and marketable title to the property, subject only to certain City liens. Accepting this donation is less costly than acquiring the property by tax sale foreclosure or eminent domain.

The Department will acquire the property subject to all municipal liens, other than water bills, and all interest and penalties that may accrue prior to recording a deed. A list of open municipal liens accrued through October 22, 2018, other than water bills, which must be paid as part of the transaction, is as follows:

**MINUTES**DHCD - cont'd**BACKGROUND/EXPLANATION:**

Tax Sale	315261	\$3,161.28
Real Property Tax	2018-2019	86.54
Real Property Tax	2017-2018	Included in Tax Sale
Real Property Tax	2016-2017	Included in Tax Sale
Real Property Tax	2015-2016	Included in Tax Sale
Real Property Tax	2014-2015	Included in Tax Sale
Miscellaneous	6905590	182.50
Miscellaneous	7604994	197.92
Miscellaneous	7621196	218.35
Miscellaneous	7697782	306.47
Miscellaneous	7812449	291.97
Miscellaneous	7925647	286.17
Miscellaneous	8032856	177.19
Miscellaneous	8038663	256.65
Miscellaneous	8139164	260.07
Miscellaneous	8310765	270.35
Miscellaneous	8486003	213.67
Environmental	53724027	Included in Tax Sale
Registration	201213	130.00
	<b>Total Taxes Owed</b>	<b>\$6,039.13</b>

**MBE/WBE PARTICIPATION:**

N/A

UPON MOTION duly made and seconded, the Board approved the acquisition of the leasehold interest in the property located at 1613 N. Montford Avenue (Block 1474, Lot 052) by gift from Mr. Robert Harris, Owner, SUBJECT to municipal liens, interest, and penalties, other than water bills.



MINUTES

Department of Housing and - cont'd  
Community Development

support a minimum of 40 community-based revitalization projects in the City's low-and-moderate income neighborhoods. The period of the agreement is July 1, 2018 through June 30, 2019.

**FOR FY 2019, MBE AND WBE PARTICIPATION GOALS FOR THE ORGANIZATION WERE SET ON THE AMOUNT OF \$41,490.00 AS FOLLOWS:**

**MBE:** \$11,202.30

**WBE:** \$ 4,194.00

**MWBOO GRANTED A WAIVER.**

**3. DRUID HEIGHTS COMMUNITY DEVELOPMENT CORPORATION (DHCDC) \$390,000.00**

Account: 2089-208919-5930-430609-603051	\$ 34,500.00
2089-208919-5930-430662-603051	\$ 45,000.00
2089-208919-5930-430630-603051	\$ 50,000.00
2089-208919-5930-432634-603051	\$ 42,000.00
2089-208919-5930-432653-603051	\$ 50,000.00
2089-208919-5930-430681-603051	\$ 40,000.00
2089-208919-5930-430683-603051	\$ 48,000.00
2089-208919-5930-430691-603051	\$ 80,500.00

The CDBG funds will be provided to subsidize the DHCDC's operating costs for a one-year period. The DHCDC will carry out a variety of public and youth services, rehabilitate and construct affordable housing for owner-occupancy by low and moderate- income households and will develop a vacant lot as a community pocket park (Gold Street Community Park).

**FOR FY 2019, MBE AND WBE PARTICIPATION GOALS FOR THE ORGANIZATION WERE SET ON THE AMOUNT OF \$7,400.00 AS FOLLOWS:**

**MBE:** 27%

**WBE:** 10%

**MWBOO GRANTED A WAIVER.**

**MINUTES**

Department of Housing and - cont'd  
Community Development

On August 8, 2018, the Board approved the Resolution authorizing the Commissioner of the Department of Housing and Community Development (DHCD), on behalf of the Mayor and City Council, to file a Federal FY 2018 Annual Action Plan for the following formula programs:

1. Community Development Block Grant (CDBG)
2. HOME Investment Partnership Act (HOME)
3. Emergency Shelter Grant Entitlement (ESG)
4. Housing Opportunity for People with AIDS (HOPWA)

The Department began negotiating and processing the CDBG agreements effective July 1, 2018 and beyond, as outlined in the Plan, pending approval of the Resolution. Consequently, the agreements were delayed due to final negotiations and processing.

**APPROVED FOR FUNDS BY FINANCE**

**AUDITS REVIEWED AND HAD NO OBJECTION.**

UPON MOTION duly made and seconded, the Board approved and authorized execution of the foregoing Community Development Block Grant Agreements.

**MINUTES**

Department of Housing and - First Amendment to Grant Agreement  
Community Development

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of the First Amendment to Grant Agreement with the Park Heights Renaissance, Inc. (PHR). The First Amendment to Grant Agreement will extend the period of the agreement through March 30, 2019.

**AMOUNT OF MONEY AND SOURCE:**

N/A

**BACKGROUND/EXPLANATION:**

The PHR is a nonprofit organization established in 2007 to implement the Park Heights Master Plan. The PHR provides a variety of community services in addition to undertaking development initiatives that reflect the Master Plan's recommendations. As part of their development program, the PHR identifies areas feasible for redevelopment and supports existing investment.

On November 30, 2016, the Board approved the original grant agreement for the period of November 30, 2016 through November 30, 2018 in the amount of \$420,000.00. Funds were provided for the stabilization of up to 13 vacant properties in the 2600 block of Loyola Northway as a part of a larger strategy to support Renaissance Gardens, a 60 unit affordable senior housing development located in the 4300 block of Pimlico Road and redevelopment efforts on the 2600 block of Rosewood and 4300 blocks of Park Heights Avenues.

This First Amendment to Grant Agreement will provide additional time to evaluate the project.

**MINUTES**

DHCD - cont'd

**MBE/WBE PARTICIPATION:**

The Park Heights Renaissance, Inc. has signed the Commitment to Comply with the Minority and Women's Business Enterprise Program of the City of Baltimore.

**APPROVED FOR FUNDS BY FINANCE****AUDITS NOTED THE NO-COST TIME EXTENSION.**

UPON MOTION duly made and seconded, the Board approved and authorized execution of the First Amendment to Grant Agreement with the Park Heights Renaissance, Inc.

**MINUTES**

Office of the President - City Council Page Program Agreement

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of the City Council Page Program Agreement with Maryland Youth and the Law, Inc. (fka the Professional Development and Training Center, Inc.) for Baltimore City Youth. The period of the agreement is effective upon Board approval through August 31, 2019.

**AMOUNT OF MONEY AND SOURCE:**

\$14,039.37 - 1001-000000-1000-104800-603026

**BACKGROUND/EXPLANATION:**

The Professional Development and Training Center, Inc. will recruit, train, and provide stipends for selected candidates and ongoing support for the City Council Page Program. High school students go through a screening process where they are interviewed and selected based on their interest in Baltimore City government and the legislative process. The Professional Development and Training Center, Inc. will manage the recruiting and training of the students, the training of participating City Council staff, and other necessary program elements. The Office of the City Council President, Bernard C. "Jack" Young will promote and support the program while inviting four high school students to participate in the program. The overall structure of the program will remain the same from previous years. The students will be linked with a single advisor, who will act as the student's primary supervisor and mentor. Program participants will be given the opportunity to learn about city government and interact with significant public officials.

Baltimore City youth will have a chance to strengthen their self-confidence, develop leadership skills, and learn from positive role models. Programs like the City Council Page Program are essential in taking kids off the streets and getting them involved in productive activities which will enable them to flourish academically, socially, and emotionally.

**MINUTES**

Office of the President - cont'd

**APPROVED FOR FUNDS BY FINANCE**

**AUDITS REVIEWED AND HAD NO OBJECTION.**

UPON MOTION duly made and seconded, the Board approved and authorized execution of the City Council Page Program Agreement with Maryland Youth and the Law, Inc. (fka the Professional Development and Training Center, Inc.) for Baltimore City Youth. The President **ABSTAINED**.

**MINUTES**

Retiree Benefits Trust - Subscription Agreement

**ACTION REQUESTED OF B/E:**

The Board is requested by the Board of Trustees of the Retiree Benefits Trust of the City of Baltimore to approve a Subscription Agreement for its investment in RLJ Equity Partners Fund II, L.P., managed by RLJ Equity Partners, LLC.

**AMOUNT OF MONEY AND SOURCE:**

\$4,000,000.00 - approximately of Retiree Benefits Trust of the City of Baltimore funds

No General Fund monies are involved in this transaction.

**BACKGROUND/EXPLANATION:**

The Retiree Benefits Trust of the City of Baltimore conducted a search and selected RLJ Equity Partners, LLC to initially receive \$4,000,000.00 to be invested in the fund. The search and selection process was conducted with the assistance and advice of the Retiree Benefits Trust of the City of Baltimore investor advisor, Pension Consulting Alliance, LLC.

For this transaction, Retiree Benefits Trust of the City of Baltimore approves the Subscription Agreement and other agreements/materials distributed in connection with the Subscription Agreement. Retiree Benefits Trust of the City of Baltimore may need to approve subsequent agreements related to the Subscription Agreement for additional allocations to the fund.

**MWBOO GRANTED A WAIVER.**

**MINUTES**Retiree Benefits Trust - cont'd

UPON MOTION duly made and seconded, the Board approved the Subscription Agreement for the Board of Trustees of the Retiree Benefits Trust of the City of Baltimore's investment in RLJ Equity Partners Fund II, L.P., managed by RLJ Equity Partners, LLC. The Comptroller **ABSTAINED**.

**MINUTES**

Fire and Police Employees' - Subscription Agreement  
Retirement System (F&P)

**ACTION REQUESTED OF B/E:**

The Board is requested by the Board of Trustees of the Fire and Police Employees' Retirement System (F&P) to approve a Subscription Agreement for its participation in Vista Equity Partners Fund VII, L.P., a Cayman Island limited partnership.

**AMOUNT OF MONEY AND SOURCE:**

\$16,000,000.00 - approximately of F&P funds

No General Fund monies are involved in this transaction.

**BACKGROUND/EXPLANATION:**

The F&P Board of Trustees conducted a search for a private equity investment manager and as a result of that search, selected VEPF Management, L.P., a fund manager specializing in software companies to accept an initial investment of \$16,000,000.00 to be placed with Vista Equity Partners Fund VII, L.P. The search and selection process was conducted with the assistance and advice of the F&P System's investment advisor, Summit Strategies Group.

**MWBOO GRANTED A WAIVER.**

UPON MOTION duly made and seconded, the Board approved the Subscription Agreement for Board of Trustees of the Fire and Police Employees' Retirement System's participation in Vista Equity Partners Fund VII, L.P., a Cayman Island limited partnership. The Comptroller **ABSTAINED**.

**MINUTES**Fire and Police Employees' - Independent Auditor's Report  
Retirement System (F&P)

The Board is requested to **NOTE** receipt of the following Audit Reports from CliftonLarsonAllen LLP.

1. The Independent Auditor's Report of the Baltimore City Fire and Police Employees' Retirement System for FY ended June 30, 2017.
2. The Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters.
3. The 2018 Baltimore City Fire and Police Employees' Retirement System's Comprehensive Annual Financial Report (CAFR).

The Board **NOTED** receipt of the above-listed Audit Reports from CliftonLarsonAllen LLP.

## MINUTES

Employees' Retirement System/ - Independent Auditor's Report &  
Elected Officials' Retirement Comprehensive Annual Financial  
System Report

The Board is requested to **NOTE** receipt of the following Independent Auditor's Report & Comprehensive Annual Financial Report from CliftonLarsonAllen LLP.

1. The Independent Auditor's Report of the Baltimore City Employees' Retirement System for FY ended June 30, 2018.
2. The Independent Auditor's Report of the Baltimore City Elected Officials' Retirement Systems for Fiscal Year ended June 30, 2018.
3. The Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters as of June 30, 2018.
  - a. Employees' Retirement System and
  - b. Elected Officials' Retirement System
4. FY Ended June 30, 2018 Comprehensive Annual Financial Reports for:
  - a. Employees' Retirement System and
  - b. Elected Officials' Retirement System

The Board **NOTED** receipt of the above-listed Independent Auditor's Report & Comprehensive Annual Financial Report from CliftonLarsonAllen LLP.

**MINUTES**

Bureau of the Budget and - General Fund Supplemental  
Management Research                      Appropriation

**ACTION REQUESTED OF B/E:**

The Board is requested to approve the Supplemental Appropriation to the Baltimore City Office of Information and Technology.

**AMOUNT OF MONEY AND SOURCE:**

Service 805: Enterprise IT Delivery Services - \$5,217,659.00

The funds will come from surplus in the Recordation Tax revenue.

**BACKGROUND/EXPLANATION:**

BBMR recommends a \$5,217,659.00 supplemental appropriation to support the Dispatch Console & Fire Station Alerting upgrade. The current dispatch consoles have provided the City 22-years of service; however, Motorola will no longer be able to guarantee the support of those consoles as of December 31, 2018.

The Dispatch Console upgrade will provide enhanced communications features, system audio quality, and system security. This console platform offers an integrated approach with Baltimore City's existing radio infrastructure investment. The recommendation of \$5,217,659.00 will support the fiscal year 2019 phase of the project.

**APPROVED FOR FUNDS BY FINANCE**

UPON MOTION duly made and seconded, the Board approved the Supplemental Appropriation to the Baltimore City Office of Information and Technology.

**MINUTES**

Bureau of the Budget and Management Research (BBMR)	- Transfer of Funds for the 2019 African American Heritage Festival
--	---

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize a Transfer of Funds from the City General Fund to the Baltimore City Foundation for costs associated with the 2019 African American Heritage Festival (AFRAM) .

**AMOUNT OF MONEY AND SOURCE:**

\$300,000.00 - 1001-000000-1220-709700-607001

**BACKGROUND/EXPLANATION:**

The 2019 African American Heritage Festival will celebrate African American culture with art, musical performances, vendors and more.

This community event is sponsored by the Office of the Mayor as well as private sponsors. To ensure that private sponsors can support this event, the Mayor's Office will be using the Baltimore City Foundation as custodian of the funds.

The requested transfer of \$300,000.00 is the City's portion of the estimated cost of AFRAM.

**MBE/WBE PARTICIPATION:**

N/A

**APPROVED FOR FUNDS BY FINANCE**

**MINUTES**

BBMR - cont'd

UPON MOTION duly made and seconded, the Board approved and authorized the Transfer of Funds from the City General Fund to the Baltimore City Foundation for costs associated with the 2019 African American Heritage Festival.

**MINUTES**Department of Audits - Audit Reports

The Board is requested to **NOTE** receipt of the following Audit Reports:

1. Department of Recreation and Parks Biennial Financial Audit Report Fiscal Years Ended June 30, 2017 and 2016.
2. Mayor's Office of Employment Development Biennial Financial Audit Fiscal Years Ended June 30, 2017 and 2016.
3. Police Department Biennial Financial Audit Fiscal Years Ended June 30, 2017 and 2016.
4. Department of Transportation Biennial Financial Audit Fiscal Years Ended June 30, 2017 and 2016.
5. Department of Health Biennial Financial Audit Fiscal Years Ended June 30, 2017 and 2016.

## MINUTES

Department of Audits - Audit Reports - cont'd

President: "The fourth item on the non-routine agenda can be found on page 162 item 1. The Department of Recreation and Parks Biennial Financial Audit Report Fiscal Year Ending June 30, 2017 and 16. Will the parties please come forward?"

City Auditor: "President Jack Young can all five of these be presented together; they are all interrelated."

President: "Ok."

City Auditor: "Ok, So this is for the Police Department, Recreation and Parks, Mayor's Office of Employment Development, Health and Department of Transportation. Each of these um -- agencies received a qualified opinion we've -- which is a modified opinion. We have obtained audit evidence and we conclude that misstatements individually or in aggregate are material but not pervasive to the financial statements or we are unable to obtain sufficient appropriate audit evidence on which to base the opinion; but conclude that the possible effects on the financial statements of undetected misstatements if any, could be material but not

## MINUTES

Department of Audits - Audit Reports - cont'd

pervasive. The qualified opinion for each of these five agencies is a result of the statement of revenues, expenditures, and changes in grant cash balance. The cash basis of accounting -- the cash basis of accounting is a method of accounting where record -- recording accounting transactions as revenue and expenses only when the corresponding cash is received or payments are made. During our audit we noted these statements have deficits on the books dating back from 2003 through 2012 still listed on the books through our audit period fiscal year 2017. This gives the appearance of a receivable from Federal, State, and private grant sources. The deficits for the periods of 2003 through 2012 carried forward for these five agencies totaled over 87 million dollars. The breakdown is as follows: for the Police Department \$16,700,000.00 from 2003 through 2012 -- through 2012 still listed on the books. BAPS subsequently wrote off \$12,900,000.00. In fiscal year -- they wrote it off at June 30, 2018 for the period of June 30, 2017; however, \$3,800,000.00 deficit balance carried forward into the \$12,700,000.00 deficit in Fiscal Year 16 opening balance

## MINUTES

Department of Audits - Audit Reports - cont'd

and this materially impacts Fis -- Fiscal year 17 and 16 statements. For the Mayor's Office of Employment Development \$3,300,000.00 carried forward. It carried forward into the \$1,500,000.00 deficit for deficit for two thousand 2000 -- for Fiscal Year 2016 opening balance and it materially impacts Fiscal Year 17 and 16 statements; for Recreation and Parks \$117,000.00-- \$119,000.00 BAPS subsequently prepared journal entries to write off approximately \$12,900.00; however, the remaining \$106,000.00, deficit, was carried forward into the \$986,000.00, deficit, materially impacts their statements. For Transportation \$14,800,000.00 carried forward BAPS subsequently wrote off \$740,000.00; however, \$14,100,000.00 deficit balance carried forward into the \$23,900,000.00 deficit in fiscal year open-- 16 opening balance and materially impacts Fiscal Year 17 and 16 statements; for the Health Department \$52,500,000.00 carried forward in a deficit. BAPS wrote off aged activity, Audits noted a change in the opening balance of \$47,100,000.00 (deficit) which we deemed as an error because the write-off should

## MINUTES

Department of Audits - Audit Reports - cont'd

have resulted in an opening balance of \$48.1 million dollar net deficit. The Department of Audits advised BAPS of the out-of-balance and received revised statements on November 28<sup>th</sup>. Due to our recommendation, due to the pervasiveness of journal entry errors noted on several other audits, we recommend that grant reconciliations and the resulting journal entries be completed timely to show an accurate accounting of anticipated receipts or closeout and that activity associated with aged or closed grant account be appropriately recorded in the general fund. Internal controls over the review and approval of journal entries should also be strengthened to ensure that accuracy and the completeness of transactions posted to the general ledger. We also recommend the review of the five journal entries totaling \$54,000,000.00 on June 30, 2017 because of the issues noted above. The Department of Audits also recommending -- also recommended adding a note to the financial statements um -- that stated that um -- making it clear that the Federal, State and other contributors would not be

## MINUTES

Department of Audits - Audit Reports - cont'd

responsible for clearing these deficits. Finally, we recommended that the Accounting Division obtain training to successfully operate within the City of Baltimore. That is Finding Number 1 for each of those five agencies."

Director of Finance: "Um -- Good Morning Mr. President, Madam Mayor, Madam Comptroller, Honorable members of the Board. I'm Henry Raymond, Director of Finance. As it relates to finding one um -- material weakness over grant cash balances per -- pertaining to the Departments of Transportation, Police Department, Employment Development, Rec and Parks and Health, the Finance Department disagrees with the Auditors finding. Finance does not agree with the Auditor's conclusion that the deficit balances give the appearance of receivables due from Federal, State, or private sources."

## MINUTES

Department of Audits - Audit Reports - cont'd

City Auditor: "Finding Number 2, Significant Deficiency over General Accounting Controls. These relate to three of the five audits. For the Police, subsequent to BAPS completing journal entries to write-off aged activity from the deficit balance, Audits noted a change in opening balance of \$843,000.00 surplus, which we deem as an error because the write-off was \$12,900,000.00 which should have resulted in an opening balance of \$179,000.00. The Department of Audits advised BAPS of the accounting error and they subsequently corrected the error on 11/28/2018. MOED, our assessment of journal entries noted \$1,200,000.00 in errors posted by BAPS to the City Dynamics on 6/30/2017. To correct this issue, a reversing journal entry of \$2,400,000.00 must be prepared. The Department of Audits advised BAPS of the accounting errors and was subsequently corrected on 11/28/2018. For Recreation and Parks, subsequent to BAPS completing journal entries to write-off aged active from the deficit balance, Audits noted a change in the account opening deficit balance of \$992,000.00, which we deem as an error because the write-off should have resulted in the opening

## MINUTES

Department of Audits - Audit Reports - cont'd

balance of \$973,000.00. The Department of Audits advised BAPS of the accounting errors and this was subsidy-- subsequently corrected on 11/28/2018."

Director of Finance: "As it relates to Finding Number 2, Significant Deficiency over General Accounting Control pertaining to the Police Department, Employment Development and Rec and Parks, um -- the Department of Finance concurs with the finding."

President: "Is that it?"

City Auditor: "Then the Health Department needs to come forward."

President: "Health Department -- Health Department."

Comptroller: "They're coming."

City Auditor: "Good morning."

Ms. Mary Beth Haller: "Good morning-- Madam Mayor--"

President: "Good Morning."

Ms. Mary Beth Haller: "Council President, Members of the Board, I am Mary Beth Haller, Interim Health Commissioner."

City Auditor: "Um -- back to Finding Number one, part of finding one relates to um -- the Health Department directly. Federal and State grant revenue distributions and adjustments totaling --"

## MINUTES

Department of Audits - Audit Reports - cont'd

totaling approximately \$1,400,000.00 and \$600,000.00, respectively, were credited to expense account -- \$6,000.00 -- \$60,000.00 -- \$600,000.00. During analysis of selected annual reports and grant balances, we noted expenditures that exceeded revenue of the period by \$3,000,000.00 to \$8,000,000.00. It appears that reimbursements associated with approximately 50% or more of the expenditures were not obtained during the period. It appears that contract -- contracts are not always approved timely with result -- which will result in the late expenditure and reimbursement submissions."

Mrs. Haller: "I'm going to um -- turn it over to Malcolm Greene-Haines, he worked closely with the auditors on this. He is our Chief of Finance and Administration, and currently serving as Acting Chief of Staff for the Health Department."

Mr. Malcolm Greene-Haines: "Good morning Madam Mayor, President Young, members of the Board um -- with respect to ah -- excuse me. Malcolm Haines, Acting Chief of Staff, Baltimore City Health

## MINUTES

Department of Audits - Audit Reports - cont'd

Department. Uh -- with respect -- um Finding Number 1 -- um the Department agrees um - and - and concurs with -- with the finding -- um moving forward, the Department has ah -- instituted more strict internal controls related to um -- accurate crediting and debt -- debiting of -- of grant receivables to ensure um -- and reduce future errors related to um -- grant accounting."

City Auditor: "Due to the length of Finding Number 2. We will not state the finding in its entirety. It is incorrect - it's Incorrect Control over Revenue Receipts. The client can respond to -- tho - - to that."

Mr. Greene-Haines: Uh -- with respect to Audit Finding Number 2 - - um Controls over Revenue Receipts um -- while the Department is in disagreement over the ah -- total amounts that were received directly by the Department uh - stricter ah -- controls related to ah -- receipts in coordination with programs who um -- work on revenue billing um-- and grant receipts um -- have been instituted um -- additionally uh -- the Department will work closely with the Department of Finance um -- notably the Treasury Department to

## MINUTES

Department of Audits - Audit Reports - cont'd

ensure that um -- grant receivables and other billing receivables are ah -- appropriately credited ah -- credited into ah -- the correct budget account number."

City Auditor: "Finding Number 3, Inadequate -- Inadequate Controls over Non-emergency Transportation. Baltimore City Health Department, non-emergency transportation programs spends approximately \$8,000,000.00 annually in grant revenue to provide last resort health related transportation services to Baltimore City residents with full Medicaid coverage. Our audit disclosed that documentation was not available to determine whether individually -- individuals enrolled in the program during our audit period had full Medicaid coverage."

Mr. Greene-Haines: "Ah -- with respect to Finding Number 3, um -- the Department does concur with ah -- the Audit findings since uh -- since the time of the audit engagement ah -- the Department has identified a CMS authorized official thereby enabling the Department um -- to um -- more accurately determine whether um -- participants in the Non-emergency Medical Transportation Program

## MINUTES

Department of Audits - Audit Reports - cont'd

are actually Medicaid eligible. Uh -- additionally the Department has moved to um -- to work closely with the program to do a more in depth sampling review of um -- riding invoices and samplings of rides to ensure ah -- ah accurate um -- and eligible ridership."

City Auditor: "Um -- that's complete."

President: "Is that all?"

City Auditor: "Yes."

President: "Please -- please note that all of the audits have been **NOTED.**"

Ms. Haller: "Thank you."

President: "Madam Mayor."

Mayor: "Yeah, I just wanted to add that you know Mr. President, Comptroller, Members of the Board, the reason we implemented this system was so that we could get transparency and you know some of these audits go back to 2012 and 13 and 14 and 15 and 16 and we really do need to be able to clear our books and make sure that as we continue to move forward, that everybody is understanding the process. I think one of the issues here and I would ask the Auditor

## MINUTES

Department of Audits - Audit Reports - cont'd

to work with our Finance Department and our agencies to train them and have conversations and this is both for the Finance and the Auditor. As it relates to the coming in of grants, 90% ah -- for example the Health Department's budget is grant oriented and so sometimes they will receive a grant or we'll get an approval for a grant and the grant comes in at a -- at a different time. It is the same -- same situation with the Office of Employment Development as well very heavily grant oriented. So we don't want have miscommunication around you know how money is received and how it is leveraged in our organization because many of the grantees for those who are seeking State and Federal grants, you know, don't get them even though they get the approval and so it requires the staffing up -- you heard the audit as it relates just to Human Services how long it takes the staff up. So, we understand this but we want more alignment and I think that is what the

MINUTES

Department of Audits - Audit Reports - cont'd

Auditor ah -- is working towards trying to do and working with I think all of our agencies and our Finance Department that we will ultimately get there. Thank you."

President: "Thank you and I concur."

\* \* \* \* \*

**MINUTES****PROPOSALS AND SPECIFICATIONS**

1. Department of Transportation - TR 19011, Resurfacing Highways at Various Locations Northeast Sector I  
**BIDS TO BE RECV'D: 01/23/2019**  
**BIDS TO BE OPENED: 01/23/2019**
  
2. Department of Transportation - TR 19012, Resurfacing Highways at Various Locations Northwest Sector II  
**BIDS TO BE RECV'D: 01/23/2019**  
**BIDS TO BE OPENED: 01/23/2019**
  
3. Department of Transportation - TR 19013, Resurfacing Highways at Various Locations Southwest Sector III  
**BIDS TO BE RECV'D: 01/23/2019**  
**BIDS TO BE OPENED: 01/23/2019**
  
4. Department of Transportation - TR 19014, Resurfacing Highways at Various Locations Southeast Sector IV  
**BIDS TO BE RECV'D: 01/23/2019**  
**BIDS TO BE OPENED: 01/23/2019**

There being no objections, the Board, UPON MOTION duly made and seconded, approved the above-listed Proposals and Specifications to be advertised for receipt and opening of bids on the date indicated.

**MINUTES**

Department of Public Works/Office - Amendment No. 1 to Agreement  
of Engineering and Construction

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of Amendment No. 1 to Agreement with Whitman, Requardt & Associates, LLP, under WC 1327, Chlorine Handling Safety Improvements. The period of the Amendment No. 1 to Agreement is through April 19, 2021 or until the upset limit is reached, whichever occurs first.

**AMOUNT OF MONEY AND SOURCE:**

\$0.00

**BACKGROUND/EXPLANATION:**

This Amendment No. 1 will increase the period of the agreement by two years for a total agreement period of five years. The current expiration date is April 19, 2019 and the new expiration date is April 19, 2021.

The Office of Engineering and Construction, on behalf of the Department of Public Works, desires to eliminate the Plant 1 northern entrance off of Hillen Road for security reasons. WC 1328, Montebello Filtration Plant Phase B and C includes the construction of an enhanced entrance to Plant 1 at the southern existing entrance off of Hillen Road. This will consolidate all vehicles entering Plant 1 to the southern entrance.

For WC 1327, the City requested that the hypochlorite building be located in the general vicinity of the former Caretaker's House and garage building so that deliveries could be accommodated using the enhanced entrance constructed under SC 1328. The WC 1328 scope included the installation of pre-filter chlorination at Plant 1 using the existing gaseous chlorination system, contemplating that WC 1327 would convert the gaseous chlorination to hypochlorite and use the pre-filter chlorine feed points constructed under WC 1328.

## MINUTES

Department of Public Works/Office - cont'd  
of Engineering and Construction

At the time that the WC 1328 scope and fee were negotiated, the City directed that no work was to be included at Plant 2. Therefore, there would be no pre-filter chlorination point at Plant 2 to be replaced under WC 1327, as was being done at Plant 1.

Discussions with the operations staff during the study and preliminary design phases of WC 1327 indicated that the operations staff preferred to also have pre-filter chlorination at Plant 2 to provide consistent treatment approaches at both Plants, as well as to address water quality concerns. By adding chlorine before the filters, instead of the raw water entering the Plant, the formation of disinfection byproducts will be lower, because organic material which contributes to disinfection byproducts formation has been removed from the water in the sedimentation basins. This approach also means that less chlorine is needed, saving operational funds over time.

As the design work under WC 1327 proceeded, the historic significance of the former caretaker's house necessitated that the hypochlorite storage/feed facility be relocated on the Plant 1 site to retain the caretaker's house. This necessitates Amendment No. 1 to the design contract for WC 1327. Whitman, Requardt & Associates, LLP prepared a conceptual level review of the design and construction costs to also add pre-filter chlorination at Plant 2 and the consensus of the Environmental Services staff that it was to the City's advantage to also have Plant 2 be provided with pre-filter chlorination abilities. Thus, the scope and fee proposal on the table now for WC 1327 includes both the relocation of the building at Plant 1 and the addition of pre-filter chlorination at Plant 2.

**MINUTES**

Department of Public Works/Office - cont'd  
of Engineering and Construction

The scope of the original agreement includes the Consultant providing the design engineering services for the improvement at Montebello Filtration Plant 1, designated remote sites, and other designated elements of the project.

**MBE/WBE PARTICIPATION:**

The Vendor will continue to comply with Article 5, Subtitle 28 of the Baltimore City Code and the 12.4% MBE and the 15.7% WBE goals assigned to the original agreement.

**MWBOO FOUND VENDOR IN COMPLIANCE.**

**APPROVED FOR FUNDS BY FINANCE**

**AUDITS NOTED THE TIME EXTENSION.**

UPON MOTION duly made and seconded, the Board approved and authorized execution of Amendment No. 1 to Agreement with Whitman, Requardt & Associates, LLP, under WC 1327, Chlorine Handling Safety Improvements.

**MINUTES**

Department of Public Works - Third Amendment to Sludge Disposal Agreement

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of the Third Amendment to Sludge Disposal Agreement (Third Amendment) with the Northeast Maryland Waste Disposal Authority.

**AMOUNT OF MONEY AND SOURCE:**

N/A

**BACKGROUND/EXPLANATION:**

In March 1984, the City, in its 201 Facilities Plan for the Back River Wastewater Treatment Plant, determined that a three-prong approach to sewage sludge management would best meet its need for environmental-safe, long-term sludge disposal. The three disposal techniques to be utilized were: land application, heat drying, and composting. In September 1984, the City asked the authority to conduct a competitive procurement process to select a private firm to design, construct, own, and operate a sludge composting facility. The result of the procurement was the Baltimore City Composting Facility, which was constructed and is now owned by Veolia, located on City property. The original contract was approved by the Board on March 4, 2008. On June 26, 2013, the Board approved the First Amendment that extended the duration of the contract, which ended on June 30, 2018 and approved the funding of \$2,448,537.00. On May 3, 2018, the Board approved a no cost second amendment that extended the duration time to June 29, 2023.

This Third Amendment addresses the designation of the territories used for the Consumer Price Index (CPI) in the contract with no additional cost. The remaining terms of the contract remain in effect.

**MINUTES**

Department of Public Works - cont'd

**AUDITS REVIEWED AND HAD NO OBJECTION.**

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Third Amendment to Sludge Disposal Agreement with the Northeast Maryland Waste Disposal Authority.

**MINUTES**

Department of Public Works - 2018 Clean Energy Communities  
Low-to-Moderate Income Grant  
Program Grant Agreement

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of the Grant Agreement from the Maryland Energy Administration. The period of the grant agreement is effective upon Board approval through August 2, 2019.

**AMOUNT OF MONEY AND SOURCE:**

\$125,000.00 - 5000-509719

**BACKGROUND/EXPLANATION:**

The DPW Office of Sustainable Energy (OSE) applied for funds from the Maryland Energy Administration Clean Energy Communities Low to Moderate Income Grant Program to install energy efficient improvement in various City Buildings.

This agreement is late because of a delay in receiving signatures from the state.

**APPROVED FOR FUNDS BY FINANCE.**

**AUDITS REVIEWED AND HAD NO OBJECTION.**

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Grant Agreement from the Maryland Energy Administration.

**MINUTES**

Department of Public Works - Full Release of Retainage Agreement

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of a Full Release of Retainage Agreement with Civil Construction, LLC for WC No. 1266R Mt. Vernon & Seton Hill Area - Water Main replacement.

**AMOUNT OF MONEY AND SOURCE:**

\$419,983.00 - 9960-905659-9557-000000-200001

**BACKGROUND/EXPLANATION:**

As of July 16, 2018, Civil Construction, LLC. has completed 100% of all work for WC 1266R. The Contractor has requested a Full Release of Retainage in the amount of \$419,983.00. Currently, the City is holding \$419,983.00 in retainage for referenced project and the Contractor is requesting to reduce the amount of Retainage to \$0.00.

**MWBOO APPROVED THE RELEASES OF RETAINAGE.**

**APPROVED FOR FUNDS BY FINANCE**

**AUDITS REVIEWED AND HAD NO OBJECTION.**

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Full Release of Retainage Agreement with Civil Construction, LLC for WC No. 1266R Mt. Vernon & Seton Hill Area - Water Main replacement.

**MINUTES**

Department of Public Works/Office - Task Assignment  
of Engineering and Construction

**ACTION REQUESTED OF B/E:**

The Board is requested to approve the assignment of Task No. 009 to Louis Berger Water Services, Inc. under Project 1503, Construction Management Assistance Services. The period of the task is 16 months.

**AMOUNT OF MONEY AND SOURCE:**

\$361,603.02 - 9960-922101-9557-900020-706063

**BACKGROUND/EXPLANATION:**

The Department was in need of inspection services on SC 890. The project did not utilize all of the funds and is requesting a credit.

The scope of the original agreement includes: Assisting the Construction Management Section with construction monitoring and inspection, preparation of daily reports, maintenance of project records and documentation, review of contractor's application for payment, attendance at progress meetings, preparation of record drawings, review of contract claims and supports, estimating, scheduling, project engineering, constructability reviews, submittal reviews and responses, Request For Information (RFI) reviews and responses, and contract administrative support.

**MBE/WBE PARTICIPATION:**

The Consultant will comply with Article 5, Subtitle 28 of the Baltimore City Code and the MBE and WBE goals assigned to the original Agreement.

**MINUTES**

Department of Public Works/Office - cont'd  
of Engineering and Construction

**MBE: 27%**

**WBE: 10%**

**APPROVED FOR FUNDS BY FINANCE**

**AUDITS REVIEWED AND FOUND THE BASIS FOR COMPENSATION CONSISTENT WITH CITY POLICY.**

**TRANSFER OF FUNDS**

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$ 390,531.26	9960-909100-9558	9960-922101-9557-6
Water Utility Funds	(Water Infra- structure)	(CMA)

This transfer will cover the costs of Project 1503 WC 1293 O/C Project and Construction Management Assistance Service Task 009 for CMA (BD16703).

UPON MOTION duly made and seconded, the Board approved the assignment of Task No. 009 to Louis Berger Water Services, Inc. under Project 1503, Construction Management Assistance Services. The Transfer of Funds was approved, SUBJECT to the receipt of a favorable report from the Planning Commission, the Director of Finance having reported favorably thereon, in accordance with the provisions of the City Charter.

**MINUTES**

Department of Public Works/Office - Task Assignment  
of Engineering and Construction

**ACTION REQUESTED OF B/E:**

The Board is requested to approve the assignment of Task No. 002, to Johnson, Mirmiran & Thompson, Inc. under Project No. 1802, SC 962R, On-Call Project and Construction Management Assistance. The duration of this Task Assignment is approximately 15 months.

**AMOUNT OF MONEY AND SOURCE:**

\$743,191.33 - 9956-907575-9551-900020-703032

**BACKGROUND/EXPLANATION:**

The Office of Engineering & Construction is requesting Johnson, Mirmiran & Thompson, Inc. to provide Construction Management Assistance and Inspection Services for the ongoing work on SC 962R.

The scope of the original agreement includes: Assisting Construction management Division with construction monitoring and inspection, preparation of daily reports, maintenance of project records and documentation, review and processing of contractor's application for payment, attendance at progress meetings, preparation of record drawings, review of contract claims and supports, estimating, scheduling, project engineering, constructability reviews, construction contract administration, and MBE/WBE and wage regulation compliance reporting.

The scope of the Construction project includes: Field reconnaissance, investigation, and evaluation of Baltimore City sewers and manhole structures as necessary to prepare contract documents for a sewer rehabilitation contract.

**MINUTES**

Department of Public Works/Office - cont'd  
of Engineering and Construction

**MBE/WBE PARTICIPATION:**

The Consultant will comply with Article 5, Subtitle 28 of the Baltimore City code and the MBE and WBE goals assigned to the original agreement MBE: 29% and WBE: 10%. Currently this On-Call agreement is not in compliance because the Consultant has not started billing yet.

**MWBOO GRANTED A WAIVER.****TRANSFER OF FUNDS**

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
<b>\$802,646.64</b> (Revenue Bond)	9956-903569-9549 Sanitary Sewer Replace-Rehab	9956-907575-9551-3 (Design & Study)

The funds are needed to cover the cost of Project 1802- SC 962R, O/C Project and Construction Management Assistance Task 2.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the assignment of Task No. 002, to Johnson, Mirmiran & Thompson, Inc. under Project No. 1802, SC 962R, On-Call Project and Construction Management Assistance. The Transfer of Funds was approved, SUBJECT to the receipt of a favorable report from the Planning Commission, the Director of Finance having reported favorably thereon, in accordance with the provisions of the City Charter.

**MINUTES**

Police Department - Intergovernmental Agreement

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of an Intergovernmental Agreement with the Department of Housing and Community Development (DHCD). The period of the agreement is July 1, 2018 through June 30, 2020.

**AMOUNT OF MONEY AND SOURCE:**

\$160,000.00 - 4000-421819-2255-793400-603026

**BACKGROUND/EXPLANATION:**

On August 15, 2018, the Board approved and authorized a grant award for the "Jag 13" grant, Award 2017-DJ-BX-0314. A portion of the funds were allocated to the Department of Housing and Community Development Code Enforcement Division. The DHCD will utilize the funds for attorneys, paralegals, and paralegal assistants in DHCD's Code Enforcement Division who will aim to reduce crime through crime prevention programs and strategic legal interventions to abate nuisances.

The Intergovernmental Agreement is late because of the administrative process.

**APPROVED FOR FUNDS BY FINANCE**

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Intergovernmental Agreement with the Department of Housing and Community Development.

**MINUTES**

Police Department (BPD) - Recruitment Marketing Campaign

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize acceptance of an Award with idfive for a professional services contract for a targeted marketing campaign. The period of the agreement is December 1, 2018 through September 1, 2019 with an option to renew for two additional one-year terms at the sole discretion of the city.

**AMOUNT OF MONEY AND SOURCE:**

\$200,000.00 - 6000-611219-2013-197500-603026

**BACKGROUND/EXPLANATION:**

Starting in 2014, the BPD saw a significant drop in applications to the Department, which has been a leading reason for the department's staff shortages and overtime challenges. As law enforcement recruitment has become a challenge nationally, departments across the country have been turning to professional marketing companies for assistance.

The BPD recruitment marketing campaign will target Baltimore City residents, minorities, women and millennials. It will aim to:

- increase the number of officers available for patrol to reduce violent crime in Baltimore,
- fill vacant patrol officer jobs to help reduce mandatory overtime, staff burnout, and attrition, and
- promote law enforcement as a viable career option for young people in Baltimore and create awareness about the salaried cadet positions that are available for 18 - 21 year olds.

**MINUTES**

Police Department - cont'd

**Procurement Process**

A five-person evaluation committee reviewed and scored twelve vendor proposals in response to the BPD's professional services marketing campaign Request For Proposal. The Committee included two representatives from the BPD, two city employees with significant marketing experience, and a community leader from Baltimore. After the initial evaluation of vendor proposals, the committee scored two additional rounds of vendor presentations.

**General Terms**

The BPD will be responsible for reimbursement of services performed by idfive. A 20% labor budget will be billed at the beginning of the project for the onetime fee/set up components. Additional payment will be based on monthly invoices with supporting sources documentation required by the BPD for time, materials, products, and deliverables provided. All requests for advances will be made using standard forms as designated by the BPD.

During the term of the award, idfive will grant the city's auditors customary rights to audit idfive's books and records related to the award and will maintain customary insurance provisions as required for City contract.

**MBE/WBE PARTICIPATION:**

N/A

**APPROVED FOR FUNDS BY FINANCE**

**AUDITS REVIEWED AND HAD NO OBJECTION.**

**MINUTES**

Police Department - cont'd

UPON MOTION duly made and seconded, the Board approved and authorized acceptance of the Award with idfive for a professional services contract for a targeted marketing campaign.

**MINUTES**

Department of Recreation and Parks - Non-Construction Consultant Agreement

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of the Non-Construction Consultant Agreement with Parks & People Foundation, Inc. (P&PF) to serve as Project Manager for Stakeholder Engagement and Design Team selection for creation of the Middle Branch Waterfront Vision and Implementation Plan. The period of the agreement will retroactively commenced as of October 1, 2018 through June 30, 2019 with an option to renew for an additional six-month term.

**AMOUNT OF MONEY AND SOURCE:**

\$198,775.00 - 2026-000000-4781-583800-603026 Casino - Local Impact Grant funds budgeted through FY'16 and FY'17 Spending Plans.

**BACKGROUND/EXPLANATION:**

The Department seeks to engage P&PF as Project Manager and collaborator in an effort to create the Middle Branch Waterfront Vision and Implementation Plan (Plan) towards the ultimate goal of improving and construction a network of publicly accessible parks and trails along the 11-mile long waterfront of the Middle Branch of the Patapsco. The project area encompasses the shoreline of Masonville Cove, Cherry Hill, Westport, Carroll-Camden industrial area (Ridgley's Cove), Spring Garden and Port Covington. The realization and implementation of the Plan is expected to occur over the next decade through a series of capital projects. The new plan will build upon visions and recommendations from prior community planning efforts and will be developed by an interdisciplinary team of Landscape Architects, Urban Designers, Engineers and environmental experts, charged with developing designs, engineering, feasibility assessments, and cost-estimates for implementing capital projects that improve and expand public spaces along the shoreline. P&PF and its sub-consultants will

**MINUTES**

Department of Rec and Parks - cont'd

assist the City with Stakeholders Engagement and Design Team selection. South Baltimore Gateway Partnership (SBGP) a Community impact district management authority created by the State of Maryland and the City Charter to administer 50% of Casino Impact funds, and P&PF executed an agreement dated May 21, 2018, for preparatory work as part of Phase One of the planning effort valued up to \$100,000.00. As per the aforementioned previous agreement between SBGP and P&PF, SBGP will be responsible for paying P&PF a dollar amount of \$41,328.21. Subsequently, their previous agreement will be terminate and this new agreement with the City will commence. Under this new agreement SBGP, serving as Fiscal Agent agrees to pay P&PF the additional \$58,671.79 for a combined payment of \$100,000.00 within 10-days following Board approval of this new agreement. Under this new agreement, the total compensation due to P&PF will be \$257,446.79. However, the City's obligation and contribution will not exceed \$198,775.00.

**MBE/WBE PARTICIPATION:**

**MWBOO GRANTED A WAIVER.**

**APPROVED FOR FUNDS BY FINANCE**

**AUDITS REVIEWED AND HAD NO OBJECTION.**

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Non-Construction Consultant Agreement with Parks & People Foundation, Inc. to serve as Project Manager for Stakeholder Engagement and Design Team selection for creation of the Middle Branch Waterfront Vision and Implementation Plan.

**MINUTES**Department of Transportation - Amendment No. 2 to Agreements

The Board is requested to approve and authorize execution of the Amendment No. 2 to Agreements, under Project No. 1217, On-Call Construction Project Management Services with the various Consultants.

1. **WHITMAN, REQUARDT & ASSOCIATES, LLP** **\$1,000,000.00**  
(Upset Limit)

On April 1, 2015, the Board approved the original Agreement (B/D No. 37011) for three years in the amount of \$2,000,000.00. On December 6, 2017, the Board approved Amendment No. 1 for a one-year time extension and an increase to the upset limit by \$1,000,000.00. Amendment No. 2 to Agreement will increase the upset limit to \$4,000,000.00 and extend the period of the agreement through March 31, 2020.

2. **A MORTON THOMAS & ASSOCIATES, INC.** **\$1,000,000.00**  
(Upset Limit)

On April 1, 2015, the Board approved the original Agreement (B/D No. 37015) for three years in the amount of \$2,000,000.00. On December 17, 2017, the Board approved Amendment No. 1 for a one-year time extension and an increase to the upset limit by \$1,000,000.00. Amendment No. 2 to Agreement will increase the upset limit to \$4,000,000.00 and extend the period of the agreement through March 31, 2020.

3. **STV/PB CONSTRUCTION MANAGERS** **\$1,000,000.00**  
**JOINT VENTURE** (Upset Limit)

On June 17, 2015, the Board approved the original Agreement (B/D No. 37016) for three years in the amount of \$2,000,000.00. On January 31, 2018, the Board approved Amendment No. 1 for a one-year time extension and an increase to the upset limit by \$1,000,000.00. Amendment No. 2 to Agreement will increase the upset limit to \$4,000,000.00 and extend the period of the agreement through June 16, 2020.

**MINUTES**Department of Transportation - cont'd

The original Agreements provided for engineering design services in connection with projects included in the Capital Improvement Plan and other transportation infrastructure related projects.

The Amendment No. 1 to Agreements provided a one-year time extension to allow the Consultants time to fully complete extra work and efficiently staff these projects to meet Federal Highway Administration, State Highway Administration and Baltimore City standards and guidelines.

The Amendment No. 2 to Agreements will provide a one-year time extension and an increase to the upset limit by \$1,000,000.00 for each of the above Consultants to allow continued staffing for ongoing capital projects to meet Federal Highway Administration, State Highway Administration and Baltimore City standards and guidelines. No funds are required at this time.

**MBE/WBE PARTICIPATION:**

The Consultants will each continue to comply with Article 5, Subtitle 28 of the Baltimore City Code and the 27% MBE goals and the 10% WBE goals established in the original agreement.

**AUDITS NOTED THE TIME EXTENSIONS AND THE INCREASE IN THE UPSET LIMITS AND WILL REVIEW THE TASK ASSIGNMENTS.**

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Amendment No. 2 to Agreements, under Project No. 1217, On-Call Construction Project Management Services with the foregoing Consultants.

**MINUTES**

Department of Transportation - Amendment No. 3 to Agreement

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of the Amendment No. 3 to Agreement, under Project No. 1225, On-Call Design Consultant Services for Resurfacing and Reconstruction Projects (BD/337022) with KCI Technologies, Inc. The Amendment No. 3 to Agreement will extend the period of the agreement through April 28, 2021 or until the upset limit is reached, whichever occurs first.

**AMOUNT OF MONEY AND SOURCE:**

\$2,000,000.00 - Increase in Upset Limit

**BACKGROUND/EXPLANATION:**

On April 29, 2015, the Board approved the original two-year agreement in the amount of \$1,000,000.00 with KCI Technologies, Inc. to assist the Transportation, Engineering & Construction Division in providing various on-call engineering services for the proposed improvements to the City's system of Streets and Highways.

On May 10, 2017, the Board approved amendment No. 1 to allow for a one-year time extension to complete numerous ongoing services ranging from roadway design, storm water management, expedited review, construction phase review, survey, and other support services to complete ongoing tasks.

On May 9, 2018, the Board approved amendment no. 2 to allow a one-year time extension and an increase to the upset limit by \$500,000.00 to continue completing numerous ongoing services ranging from roadway design, storm water management, expedited review, construction phase review, survey, and other support services to complete ongoing tasks.

**MINUTES**

Department of Transportation - cont'd

The Department is now requesting a two-year time extension and an increase to the upset limit by \$2,000,000.00 to continue design services of in-design projects under Amendment No. 3.

This Amendment No. 3 will increase the upset limit to \$3,500,000.00 and extend the period of the agreement through April 28, 2021.

**MBE/WBE PARTICIPATION:**

The Consultant will continue to comply with Article 5, Subtitle 28 of the Baltimore City Code and the 27% MBE goals and the 10% WBE goals established in the original agreement.

**AUDITS NOTED THE TIME EXTENSIONS AND THE INCREASE IN THE UPSET LIMITS AND WILL REVIEW THE TASK ASSIGNMENTS.**

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Amendment No. 3 to Agreement, under Project No. 1225, On-Call Design Consultant Services for Resurfacing and Reconstruction Projects (BD/337022) with KCI Technologies, Inc.

**MINUTES**

Department of Transportation/Office - Task Assignment  
of Engineering and Construction

**ACTION REQUESTED OF B/E:**

The Board is requested to approve the assignment of Task No. 15 to McCormick Taylor Inc., under Traffic Signals & ITS Traffic Engineering Project No. 1183 On-Call Consultant Services. The period of the services under Task No. 15 is approximately 6 months.

**AMOUNT OF MONEY AND SOURCE:**

\$ 63,476.00 - 9950-902323-9527-900010-705032

63,475.64 - 9950-905627-9527-900010-705032

**\$126,951.64**

**BACKGROUND/EXPLANATION:**

This authorization provides for the continuation of on-site engineering support in connection with TR 11307 - Park Circle Intersection Improvements project and TR 11318 - Key Highway and Light Street Intersection Improvements project. Services will also include project manager services for the Baltimore City DOT Transportation Engineering and Construction Divisions' multiple larger, more complex streetscape and reconstruction projects.

**DBE PARTICIPATION:**

The Consultant will comply with Title 49 Code of Federal Regulations, Part 26 (49CFR26) and the DBE goal established in the original agreement.

**DBE: 25%**

The Consultant has not met the DBE goal on this task, there remains enough capacity within the contract to meet the goal. The consultant has achieved 17% of the goal.

**MINUTES**

Department of Transportation/Office - cont'd  
of Engineering and Construction

**AUDITS REVIEWED AND FOUND THE BASIS FOR COMPENSATION CONSISTENT WITH CITY POLICY.**

UPON MOTION duly made and seconded, the Board approved the assignment of Task No. 15 to McCormick Taylor Inc., under Traffic Signals & ITS Traffic Engineering Project No. 1183 On-Call Consultant Services.

**MINUTES**

Department of Transportation - Excess Proceeds from Auction  
Auction

**ACTION REQUESTED OF B/E:**

The Board is requested to approve the Expenditure of Funds to pay Global Lending Services the excess proceeds from the auction.

**AMOUNT OF MONEY AND SOURCE:**

\$8,038.00 - 1001-000000-1950-5050215-4017740

**BACKGROUND/EXPLANATION:**

The registered owner and/or lienholder were notified that their respective vehicle was at the Towing Section, the vehicle remained unclaimed. Therefore, the vehicle was sold at auction. The owner has requested the excess proceeds be refunded.

The money represents the proceeds beyond the expense of receiving, storage and disposing of the vehicle in question at auction.

**APPROVED FOR FUNDS BY FINANCE****AUDITS REVIEWED AND HAD NO OBJECTION.**

UPON MOTION duly made and seconded, the Board approved the Expenditure of Funds to pay Global Lending Services the excess proceeds from the auction.

**MINUTES**

Department of Transportation - Lease Agreement

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of a Lease Agreement for Alley Gating with Charm City Land Trust, Inc. The lease agreement is effective upon Board approval for a term of 25 years.

**AMOUNT OF MONEY AND SOURCE:**

Charm City Land Trust, Inc. will be solely responsible for all costs and fees for this project.

**BACKGROUND/EXPLANATION:**

Charm City Land Trust Inc. wishes to gate certain alleys in Block 1640, in the vicinity of N. Milton Avenue and E. Monument Street.

**MBE/WBE PARTICIPATION:**

N/A

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Lease Agreement for Alley Gating with Charm City Land Trust, Inc.

**MINUTES**

Department of Housing and                    - Fourth Amendment to  
Community Development (DHCD)        Lease Agreement

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of the Fourth Amendment to Lease Agreement between the Mayor and City Council of Baltimore, Landlord, and Waverly Apartments & Company, Tenant, for the rental of the property known as 2821 Matthews Street (AKA Oak Hill Townhomes). The Fourth Amendment extends the period of the ground lease through December 31, 2099.

The Board is further requested to authorize the Commissioner of the Department of Housing and Community Development to execute any and all documents to effectuate this transaction subject to review and approval for form and legal sufficiency by the Department of Law.

**AMOUNT OF MONEY AND SOURCE:**

N/A

**BACKGROUND/EXPLANATION:**

The Oak Hill Townhomes is a mixed-income multifamily property located at 2821 Matthews Street in the Better Waverly neighborhood of north-central Baltimore City. The property currently consists of 310 units of naturally occurring affordable rental housing.

The City of Baltimore owns the land and originally entered into a ground lease in 1950 for a term of 60 years with annual rental payments commencing on June 10, 1953 in the amount of \$4,000.00. Under the terms of the lease agreement, the Tenant was obligated to construct a residential rental apartment complex and a commercial shopping center. On February 4, 1953, the Board approved the first amendment agreement to the ground lease that amended the acquisition schedule from 1950 to 1953 and extended the lease terms from 60 years to 75 years, thereby allowing the Tenant to obtain the necessary mortgage FHA financing.

## MINUTES

DHCD - cont'd

The second amendment to the ground lease, approved by the Board on August 3, 1955, bifurcated the sites for the construction of the apartments from the parcel that was to be used for the construction of the projects commercial component.

The third amendment, approved by the Board on August 20, 1986, extended the term of the lease to permit the placing of an FHA-coinsured mortgage on the property. In consideration to the City for granting the additional ten-year extension of the lease term, (i) the Tenant agreed that the annual rental payment would be increased from \$4,000.00 to \$10,000.00 annually during the ten-year extension to the lease term, and (ii) the lease agreement dated May 24, 1950 was extended until December 31, 2037.

The Tenant has entered into a Contract of Sale to sell ownership interest in the property to Waverly Preservation, LLC (a Maryland limited liability company) whose managing member is Mr. Charles Tini.

Developed in 1953, the property has not undergone a comprehensive renovation since 1986. The dwelling units are spread across 27 existing buildings on a single project site that spans approximately 13.02 acres, or 566,936 square feet.

The proposed scope of work involves creating a new community center, replacing or upgrading major building systems, replacing apartment appliances and finishes, upgrading common areas and community spaces, and improving site features and amenities in a sustainable manner.

The project will result in the preservation and renovation of approximately 281 units of housing without displacing existing residents and will have the added benefit of ensuring affordability for the future.

## MINUTES

DHCD - cont'd

The Fourth Amendment to the Ground Lease, extending the original ground lease to December 31, 2099, is now required which will allow the prospective owner to close the acquisition financing of the property and position it for future redevelopment.

In consideration of this extension, the property will be subject to an affordability restriction such that 10% of the units are non-income restricted as market-rate rentals and the remaining 90% are reserved for households with incomes at or below 80% of the Area Median Income, adjusted for family size. The annual rental payments are hereby adjusted as follows:

- \$4,000.00 annually through December 31, 2027,
- \$10,000.00 annually from January 2028 through December 31, 2037,
- \$48,000.00 annually commencing on January 2038 through December 31, 2053,
- \$65,000.00 annually commencing from January 2054 through December 31, 2063,
- \$82,000.00 annually commencing January 2064 through December 31, 2078, and
- commencing January 1, 2079 and continuing through December 31, 2099, rent on the property will automatically increase by 3% per annum over the rent due and payable for the preceding calendar year.

In addition, the Tenant will have the right at any time during the term of the lease to purchase the fee simple interest of the property and the City will convey the same to the Tenant, pursuant to the terms and conditions and three-party appraisal policy.

**MINUTES**

DHCD - cont'd

In the event that the Tenant has not exercised its rights to purchase the property as described in Article II, Section 8 of the ground lease, the Tenant will be obligated to do so prior to the expiration of the lease.

In all other respects, the ground lease will remain in full force and effect.

**MBE/WBE PARTICIPATION:**

Article 5, Subtitle 28 of the Baltimore City Code for Minority and Women's Business Opportunity is fully applicable and no request for a waiver has been made.

**THE DIRECTOR OF FINANCE REVIEWED AND RECOMMENDED APPROVAL.**

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Fourth Amendment to Lease Agreement between the Mayor and City Council of Baltimore, Landlord, and Waverly Apartments & Company, Tenant, for the rental of the property known as 2821 Matthews Street (AKA Oak Hill Townhomes). The Board further authorized the Commissioner of the Department of Housing and Community Development to execute any and all documents to effectuate this transaction subject to review and approval for form and legal sufficiency by the Department of Law.

**MINUTES**

Department of Public Works - Memorandum of Understanding

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of the Memorandum of Understanding (MOU) with the Northeast Maryland Waste Disposal Authority (NMWDA). The MOU is effective upon Board approval through December 31, 2019.

**AMOUNT OF MONEY AND SOURCE:**

\$3,383,700.00 - 6000-608719-5161-389800-603026

\$1,616,300.00 - 9948-922014-9517-900020-706063

**BACKGROUND/EXPLANATION:**

Quarantine Road Landfill has received numerous violations from the Maryland Department of Environment (MDE) for non-compliance with Refuse Disposal Permit No. 2014.-WMF-0325 and Industrial 12SW Stormwater General Discharge Permit, and from the City of Baltimore for non-compliance with Baltimore City Code, Article 7, §31-8. Due to funding and resource limitations, the Landfill has been unable to resolve these violations and most site inspection violations have been cited more than once now.

To ensure regulatory compliance is provided in a timely manner, the Bureau of Solid Waste is expediting procurement of compliance tasks by requesting NMWDA to select on-call consultants and contractors through a competitive public process. The proposed scope of work will include the installation, repair, or maintenance of (i) Sediment and Erosion Controls; (ii) Leachate Conveyance and Control System; (iii) Leachate Storage; (iv) Refuse Permit Compliance; (v) Industrial Stormwater Compliance; and (vi) Other Miscellaneous Compliance Issues. In addition, the scope of work will include the installation and monitoring of groundwater monitoring wells at the Landfill and former Millennium Landfill.

MINUTES

Department of Public Works - cont'd

The Department of Public Works hereby certifies that written Notice of Intent to enter into a Memorandum of Understanding with NMWDA for performance of regulatory compliance work at the Landfill has been provided to the Department of Finance in accordance with City Charter, Article VI, §11 (e) (i).

**AUDITS REVIEWED AND HAD NO OBJECTION.**

**TRANSFER OF FUNDS**

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$1,308,879.18	9948-909550-9516	
Other Fund Reserve	(Unallocated Reserve)	
307,420.82	9958-928001-9526	
<u>Other Fund Reserve</u>	(Unallotted)	
<b>\$1,616,300.00</b>	-----	9948-922014-9517

This transfer will cover costs of Quarantine Road Landfill Groundwater, Well & Regulatory Compliance.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Memorandum of Understanding with the Northeast Maryland Waste Disposal Authority. The Transfer of Funds was approved, SUBJECT to the receipt of a favorable report from the Planning Commission, the Director of Finance having reported favorably thereon, in accordance with the provisions of the City Charter.





## MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
---------------	------------------------	--------------------

Bureau of Procurement - cont'd

annual subscription licensing and hosting to utilize this system. The period of the renewal is January 21, 2019 through January 20, 2020 with three 1-year renewal options remaining. The above amount is the City's estimated requirement.

**MBE/WBE PARTICIPATION:**

On September 17, 2014, it was determined that no goals would be set because of no opportunity to segment the contract.

4. MICROLOG CORPORATION  
OF MARYLAND \$ 30,000.00 Renewal  
Contract No. B50003154 - Interactive Voice Recognition System  
- Department of Transportation - P.O. No. P526789

On March 19, 2014, the Board approved the initial award in the amount of \$37,000.00. The award contained two renewal options. Subsequent actions have been approved. This final renewal in the amount of \$30,000.00 is for the period June 1, 2019 through May 31, 2019. The above amount is the City's estimated requirement.

**MBE/WBE PARTICIPATION:**

On August 20, 2013, MWBOO determined that no goals would be set because of no opportunity to segment the contract.

5. MERCY MEDICAL CENTER,  
INC. \$5,000,000.00 Renewal  
Contract No. B50001347 - Occupational Health Clinic Services  
- Department of Finance - P.O. No. P529491

On November 24, 2010, the Board approved the initial award in the amount of \$16,189,827.08. The award contained three





## MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
---------------	------------------------	--------------------

Bureau of Procurement - cont'd

On July 19, 2017, the Board approved the initial award in the amount of \$245,413.00. On October 24, 2018, the City Purchasing Agent approved an increase in the amount of \$41,786.00. This renewal will provide data monitoring and bio surveillance software necessary to consolidate and synthesize data to enable the Fire Department to provide more effective deployment of resources and care required to efficiently perform duties. FirstWatch has an exclusive agreement to extract data from the ProQA, which is the City's existing 911-triage system. The vendor is the sole provider of the FirstWatch software and related support services, and provides this software to other Maryland jurisdictions, which allows for the consolidated data to be shared among multiple jurisdictions for regional monitoring. The period of the ratification is July 20, 2018 through December 6, 2018. The period of the renewal is December 7, 2018 through July 18, 2019. The above amount is the City's estimated requirement.

It is hereby certified that the above procurement is of such a nature that no advantage will result in seeking nor would it be practicable to obtain competitive bids. Therefore, pursuant to Article VI, Section 11(e)(i) of the City Charter, the procurement of the equipment and/or service is recommended.

**MBE/WBE PARTICIPATION:**

Not applicable. This meets the requirement for certification as a sole source procurement as this software and support are only available from this vendor and not available from sub-contractors.



## MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
---------------	------------------------	--------------------

Bureau of Procurement - cont'd

9. BENTLEY SYSTEMS, INC.	\$ 40,227.14	Ratification and Renewal
Contract No. 08000 - Bentley Enterprise License - Department of Transportation - Req. No. R809229		

On August 4, 2016, the Board approved the initial award in the amount of \$30,417.50. The award contained two renewal options. On August 9, 2017, the Board approved the first renewal in the amount of \$34,980.12. This renewal in the amount of \$40,227.14 will provide grant funding for a confirming purchase to pay the final payment of an existing three-year license to provide Microstation Computer Aided Design for Engineering 3D design and drafting drawings. The period of the ratification is April 26, 2018 through December 12, 2018. The period of the renewal is December 13, 2018 through June 17, 2019. The above amount is the City's estimated requirement.

MBE/WBE PARTICIPATION:

Not applicable. This meets the requirement for certification as a sole source procurement as this software and support are only available from this vendor and not available from subcontractors.

10. TRA PREVENTIVE MAINTENANCE, LLC	N/A	Renewal
Contract No. B50004271 - Baltimore City Weatherization Assistance Program - HVAC 2015 - DHCD - P.O. No.: P533844		







## MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
---------------	------------------------	--------------------

Bureau of Procurement - cont'd

The increase is needed for the continued purchase of various promotional items distributed by City agencies at community outreach events. Promotional items are a vital tool in helping promote agency programs, initiatives, and goals.

**MBE/WBE PARTICIPATION:**

On May 01, 2016, it was determined that no goals would be set because of no opportunity to segment the contract. This is a commodity purchase from a vendor who will provide printed promotional items. The service being provided consists solely of providing the requested promotional items. Promotions Unlimited, Inc. is a Baltimore City certified WBE.

**MWBOO GRANTED A WAIVER.**

13. HARFORD TREE EXPERTS  
& LANDSCAPING, INC.  
WAYNETTA MITCHELL d/b/a  
CARROLL CONCRETE CONSTRUCTION CO.  
AB TRUCKING & CONTRACTING, LLC  
A HALCON CONTRACTORS, INC.  
SARAH E. COLEMAN d/b/a/  
FOUR SEASONS NURSERY &  
LANDSCAPE SERVICES, INC.  
CORPORATE MAINTENANCE GROUP, LLC  
LJW INC.  
LORENZ LAWN & LANDSCAPE  
INC. d/b/a LORENZ, INC.  
PL SPECIALIST LLC  
D&B CONSTRUCTION, INCORPORATED  
LG CONSTRUCTION, INC.

## MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
---------------	------------------------	--------------------

Bureau of Procurement - cont'd

AMERICAN HERITAGE EXCAVATING LLC P2 CLEANING SERVICES, LLC ASHBRITT, INC. STEVEN R. SCHULTE d/b/a S.R. SCHULTE CONTRACTING METROPOLITAN INDUSTRIAL SERVICES, LLC CRUSSE CONSTRUCTION LLC MANUEL LANDSCAPING, INC. DESTINY GROUP, INC. d/b/a KMT CONTRACTORS	\$ 3,500,000.00	Increase
<hr/>		
Contract No. B50004618 - Master Snow Removal Services - Department of Transportation - P.O. Nos. Various		

On November 09, 2016, the Board approved the initial award in the amount of \$5,000,000.00. On December 07, 2016, the Board approved additional vendors for the amount of \$500,000.00. On January 17, 2018, the Board approved an increase for the amount of \$3,000,000.00. The Board is requested to approve an increase for the amount of \$3,500,000.00. The requested increase is to enable the Department of Transportation to utilize supplemental contractors to provide snow removal services for the winter season with each zone designated to a specific contractor in accordance with the contract. With this increase, the total contract amount will be \$12,000,000.00.

## MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
---------------	------------------------	--------------------

Bureau of Procurement - cont'd

**MBE/WBE PARTICIPATION:**

On May 10, 2016, MWBOO determined that no goals would be set to encourage small businesses to bid as prime contractors.

**MWBOO GRANTED A WAIVER.**

- |   |              |         |
|---|--------------|---------|
| 14. BRP US, INC.  | \$ 32,771.93 | Low Bid |
| Contract No. B50005583 - Evinrude E-Tec 200hp Engines and Parts - Baltimore Police Department - Req. No.: R802754 |              |         |

The Board is requested to approve award to the lowest responsive, responsible, bidder. This is a onetime order funded by the Port Security Grant.

**MBE/WBE PARTICIPATION:**

MBE/WBE is not applicable. The award is below the MBE/WBE subcontracting threshold of \$50,000.00.

- |   |              |             |
|---|--------------|-------------|
| 15. EXCELSIOR BLOWER SYSTEMS, INC.  | \$200,000.00 | Sole Source |
| Contract No. 08000 - Gas Compressor Units and Parts - Department of Public Works - Wastewater Facilities - Req. No. R810121 |              |             |

The vendor is the only authorized distributor, packager and service provider of Gardner Denver Blower products. The period of the award is December 12, 2018 through December 11, 2021. The above amount is the City's estimated requirement.

## MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
---------------	------------------------	--------------------

Bureau of Procurement - cont'd

It is hereby certified that the above procurement is of such a nature that no advantage will result in seeking nor would it be practicable to obtain competitive bids. Therefore, pursuant to Article VI, Section 11(e)(i) of the City Charter, the procurement of the equipment and/or service is recommended.

**MBE/WBE PARTICIPATION:**

Not applicable. This meets the requirement for certification as a sole source procurement as these commodities are only available from the authorized distributor, packager, and service provider of Gardner Denver Blower products and are not available from subcontractors.

- |  |                     |                    |
|--|---------------------|--------------------|
| 16. <u>GETINGE USA SALES, INC.</u>   | <u>\$ 90,144.00</u> | <u>Sole Source</u> |
| Contract No. 08000 - Preventive Maintenance for Autoclave -<br>Department of Public Works - Water Facilities Lab - Req. No.<br>R810072 |                     |                    |

The vendor is the manufacturer's sole authorized service provider of the installed equipment at the Department of Public Works, Water Quality Laboratories. The period of the award is December 12, 2018 through December 11, 2021. The above amount is the City's estimated requirement.

It is hereby certified that the above procurement is of such a nature that no advantage will result in seeking nor would it be practicable to obtain competitive bids. Therefore, pursuant to Article VI, Section 11(e)(i) of the City Charter, the procurement of the equipment and/or service is recommended.



## MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
---------------	------------------------	--------------------

Bureau of Procurement - cont'd

MBE/WBE PARTICIPATION:

Not applicable. This meets the requirement for certification as a sole source procurement as these products are only available from the owner of the licenses and are not available from subcontractors.

18. CAYMAN CHEMICAL COMPANY,  
INC.

LIPOMED, INC.	\$ 80,000.00	Selected Source
Contract No. 06000 - Certified Drug Reference Standards - Baltimore Police Department - Req. No. R790458		

Vendors were solicited by posting on CitiBuy and eMaryland Marketplace as B50005483 and B50005565 with no responses. Therefore, it is requested that the Board approved a selected source award to the vendors listed above. The period of the award is August 18, 2018 through August 17, 2019, with two 1-year renewal options. The above amount is the City's estimated requirement.

It is hereby certified that the above procurement is of such a nature that no advantage will result in seeking nor would it be practicable to obtain competitive bids. Therefore, pursuant to Article VI, Section 11(e)(i) of the City Charter, the procurement of the equipment and/or service is recommended.

## MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
---------------	------------------------	--------------------

Bureau of Procurement - cont'd

**MBE/WBE PARTICIPATION:**

On May 24, 2018, MWBOO determined there was no opportunity to segment the contract.

**MWBOO GRANTED A WAIVER.**

19. FISHER SCIENTIFIC COMPANY, LLC	\$157,110.91	Agreement
Contract No. 06000 - Laboratory Analysis Instrument, ICAP RQ (MS) - Department of Public Works, Office of Compliance and Laboratories - Req. No. R806308		

The Board is requested to approve and authorize execution of an Agreement with Fisher Scientific Company, LLC. This is a one-time purchase.

This request is to procure a laboratory analysis instrument iCAP RQ MS and related parts, with a three year warranty. This instrument has the capacity to measure a variety of metals in water and wastewater and will significantly reduce the time required to analyze samples on a daily basis. This equipment is compatible with the labs existing auto-sampler that is currently being used.

It is hereby certified that the above procurement is of such a nature that no advantage will result in seeking nor would it be practicable to obtain competitive bids. Therefore, pursuant to Article VI, Section 11(e)(i) of the City Charter, the procurement of the equipment and/or service is recommended.

## MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
---------------	------------------------	--------------------

Bureau of Procurement - cont'd

**MBE/WBE PARTICIPATION:**

On October 25, 2018, MWBOO determined that no goals would be set because of no opportunity to segment the contract.

**MWBOO GRANTED A WAIVER.**

## 20. BAKER TILLY VIRCHOW

KRAUSE, LLP d/b/a

<u>BAKER TILLY VANTAGEN</u>	<u>\$ 42,000.00</u>	<u>Extension</u>
-----------------------------	---------------------	------------------

Contract No. B50002898 - Flexible Spending Account

Administration - Department of Human Resources - P.O. No. P532801

On October 16, 2013, the Board approved the initial award in the amount of \$43,000.00. The award contained two renewal options. Subsequent actions have been approved and both renewals have been exercised. This extension is necessary to continue providing services for City employees while a new solicitation is prepared and will be awarded before the next calendar year 2020. The period of the extension is January 1, 2019 through December 31, 2020. The above amount is the City's estimated requirement.

It is hereby certified that the above procurement is of such a nature that no advantage will result in seeking nor would it be practicable to obtain competitive bids. Therefore, pursuant to Article VI, Section 11(e)(i) of the City Charter, the procurement of the equipment and/or service is recommended.

## MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
---------------	------------------------	--------------------

Bureau of Procurement - cont'd

**MBE/WBE PARTICIPATION:**

Not applicable. The initial award was below the MBE/WBE threshold of \$50,000.00.

21. DELTA DENTAL OF	\$1,100,000.00	DHMO Plan
PENNSYLVANIA	4,600,000.00	DPPO Plan
	<u>\$5,700,000.00</u>	Extension

Contract No. B50002905 - Dental Health Maintenance Organization (DHMO) and Dental Preferred Provider Organization (DPPO) Plans - Department of Human Resources - P.O. No. P525193

On September 25, 2013, the Board approved the initial award in the amount of \$13,525,949.00. The award contained two renewal options. Both renewal options have been exercised. This extension is necessary to allow for the continuity of services while the Department of Human Resources works with the Bureau of Procurement to complete the new solicitation process. The period of the extension is January 1, 2019 through December 31, 2019. The above amount is the City's estimated requirement.

**MBE/WBE PARTICIPATION:**

On March 26, 2013, MWBOO set goals of 10% MBE and 5% WBE. On November 21, 2018, Delta Dental of Pennsylvania was found in non-compliance. Approval is recommended subject to the vendor submitting a plan to come into compliance within ten days.



## MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
---------------	------------------------	--------------------

Bureau of Procurement - cont'd

Police Department's Crime Lab. The above amount is the City's estimated requirement.

It is hereby certified that the above procurement is of such a nature that no advantage will result in seeking nor would it be practicable to obtain competitive bids. Therefore, pursuant to Article VI, Section 11(e)(i) of the City Charter, the procurement of the equipment and/or service is recommended.

**MBE/WBE PARTICIPATION:**

Not applicable. This meets the requirement for certification as a sole source procurement as these commodities are only available from the distributor and not available from subcontractors.

UPON MOTION duly made and seconded, the Board approved the Informal Awards, Renewals, Increases to Contracts, and Extensions. The Board further approved and authorized execution of the Licensing Agreement with EMS Technology Solutions, LLC (item no. 17), the Agreement with Fisher Scientific Company, LLC (item no. 19), and the First Amendment to Agreement with DUI Holdings, LLC (item no. 22).

**MINUTES****TRAVEL REQUESTS**

<u>Name</u>	<u>To Attend</u>	<u>Fund Source</u>	<u>Amount</u>
<u>Mayor's Office of Innovation</u>			
1. Emily Ianacone	Cooper Design Leadership NYC Dec. 13 - 16, 2018 Brooklyn, NY (Reg. Fee \$1,407.95)	General Funds	\$1,633.95

The subsistence rate for this location is \$364.00 per night. The one-way Amtrak train ticket in the amount of \$49.00 and the greyhound bus ticket in the amount of \$37.00, and the registration fee of \$1,407.95 were prepaid on a City-issued procurement card assigned to Ms. Renee Newton. Ms. Ianacone will personally incur the cost of the hotel. Therefore, Ms. Ianacone will be disbursed \$140.00.

Mayor's Office of Human Services

2. Barb Bartels	Mind in the Making Orlando, FL Dec. 16 - 20, 2018 (Reg. Fee \$0.00)	Federal Grant	\$1,342.48
-----------------	--	------------------	------------

The subsistence rate for this location is \$188.00 per night. The cost of the hotel is \$179.00 per night, plus tax cost of \$22.38.00 per night. The Department is requesting additional subsistence of \$31.00 per day and \$40.00 per day for meals and incidentals. Therefore, the disbursement to Ms. Bartels is \$1,342.48.

**MINUTES****TRAVEL REQUESTS**

<u>Name</u>	<u>To Attend</u>	<u>Fund Source</u>	<u>Amount</u>
<u>Baltimore Police Department</u>			
3. Rodney Montgomery	TreTech Forensics Death Investiga- tions Training Jan. 13 - 18, 2019 Houston, TX (Reg. Fee. \$589.00)	Asset Forfeiture Fund	\$2,020.60

The airfare in the amount of \$324.40 and the registration fee in the amount of \$589.00 were prepaid on a City-issued credit card assigned to Mr. Tribhuvan Thacker. Mr. Montgomery will be disbursed \$1,107.20.

Employees' Retirement System (ERS)

4. Dorothy Bryant	Public Funds Summit Scottsdale, AZ Jan. 8 - 11, 2019 (Reg. Fee \$0.00)	Special Funds - ERS	\$1,523.51
-------------------	--	---------------------------	------------

The subsistence rate for this location is \$233.00 per night. The cost of the hotel is \$295.00 per night, plus tax cost of \$38.85 per night. The ERS is requesting additional subsistence of \$62.00 per day for the hotel and \$40.00 per day for meals and incidentals.

**MINUTES****RETROACTIVE TRAVEL APPROVAL/REIMBURSEMENT**

<u>Name</u>	<u>To Attend</u>	<u>Fund Source</u>	<u>Amount</u>
<u>Baltimore City Council</u>			
5. Kristerfer Burnett	Local Progress 2018 National Convening Minneapolis, MN Jul. 12 - 14, 2018 (Reg. Fee \$0.00)	Elected Officials Expense Account	\$ 583.98

Mr. Burnett traveled to Minneapolis, Minnesota to attend the Local Progress 2018 Annual Conference.

The subsistence rate for this location was \$213.00 per day. The hotel rate was \$179.00 per night, plus \$6.15 per night for State occupancy taxes, and \$5.62 per night for City occupancy taxes. Local Progress, the conference organizer, provided financial aid to cover half of the hotel daily rate and taxes. Mr. Burnett was responsible for the remaining half.

Local Progress also provided \$200.00 towards the cost of the \$393.40 airfare. Mr. Burnett personally incurred half of the hotel costs in the amount of \$303.81, the remainder of the airfare in the amount of \$193.40, and meals and incidentals. Therefore, Mr. Burnett requests reimbursement in the amount of \$583.98.

**TRAVEL REIMBURSEMENT**

\$193.40 - Airfare (\$393.40 - \$200.00)
303.81 - Hotel ( $\$179.00 \div 2 = \$89.50 + \$6.15 + \$5.62 =$ \$101.27 x 3)
<u>86.77</u> - Meals and incidentals
<b><u>\$583.98</u> - Total Reimbursement</b>

**MINUTES****RETROACTIVE TRAVEL APPROVAL/REIMBURSEMENT** - cont'd

UPON MOTION duly made and seconded, the Board approved the Travel Requests and the Retroactive Travel and Reimbursement. The President **ABSTAINED** on item no. 5. The Comptroller **ABSTAINED** on item no. 4.

**MINUTES**

Office of the Mayor - Notice of Proposed Regulations on Procurement Protests, Minority and Women-Owned Business Enterprise, and Debarment/Suspension

**ACTION REQUESTED OF B/E:**

The Board of Estimates ("Board") is requested to authorize a 30-day public comment period for the proposed Regulations on Procurement, Protests, Minority and Women-owned Business Enterprise, and Debarment/Suspension ("Regulations").

**AMOUNT AND SOURCE OF FUNDS:**

There are no direct costs associated with this action.

**BACKGROUND/EXPLANATION:**

The regulations can be accessed by going to <https://mayor.baltimorecity.gov/> and clicking on "Proposed Procurement Regulations." Comments can be submitted directly from the webpage or via email to [BaltimoreContracting@baltimorecity.gov](mailto:BaltimoreContracting@baltimorecity.gov). Comments may also be sent by to: Office of the Mayor, 100 Holliday Street, Baltimore, MD 21202.

Comments will be accepted through **Friday, January 11, 2019**. There will be no responses to comments until after the close of the comment period. Once the comments are reviewed, the Board will be requested to adopt the regulations as proposed, adopt them with amendments, or reject them.

The purpose of these regulations is to enhance transparency in the City's contracting and procurement process, which will allow for greater consistency for both the business community and City agencies. The laws and policies governing procurement and contracting come from different sources and various agencies administer different pieces of the process. In addition to the City's Charter, procurement and contracting are governed by the City Code, Executive Orders, Board of Estimates resolutions, the Green Book (the construction and public works design guidelines), and the Administrative Manual (a collection of internal City policies governing operations).

## MINUTES

Office of the Mayor - cont'd

Given all of the different laws, policies, procedures, resolutions, and guidelines for procuring contracts, there is a need for comprehensive regulations, which incorporate all of the information into a single document. Other jurisdictions in Maryland already have such regulations. By having these regulations, contractors and vendors will be able to easily identify the process and standards by which bids or proposals are considered and evaluated. This will be especially impactful on smaller vendors who may not have the resources to effectively navigate the City's complex procurement processes.

These proposed regulations are the result of extensive collaboration between the Mayor's Office, the Office of the City Council President, the Office of the Comptroller, the Department of Public Works, the Law Department, and the Minority and Women owned Business Opportunity Office (MWBOO). Various other City agencies and offices have reviewed and provided input on these proposed regulations as well.

The regulations cover four major areas:

- I. Overall Procurement - Section I covers overall procurement. The regulations do the following:
  - Define key terms;
  - Specify the ethical standards of behavior for disclosure of information;
  - State that solicitations, responses, and evaluations are subject to the Maryland Public Information Act (MPIA);
  - Explain contractor pre-qualification;
  - Establish the general requirements and responsibilities of the Minority and Women owned Business Enterprise (M/WBE) program;

**MINUTES**Office of the Mayor - cont'd

- Specify the procedures and requirements for formal solicitations;
- Specify the procedures and requirements for professional services contracts;
- Establish the process for informal solicitations;
- Describe the conditions under which emergency procurements may be used;
- Establish the requirements for non-competitive procurements;
- Prohibit certain actions, which may constitute conflicts of interest;
- Specify how contracts can be modified; and
- Specify how contracts may be terminated.

II. Protests - Section II covers protests of proposed contract awards and other Board actions and do the following:

- Repeal a Board Resolution from 2014 as the information would now be included in these regulations;
- Establish standards for the Board agenda as well as conduct during Board meetings;
- Specify the requirements and procedures for protesting a Board action;
- Establish requirements for procurement lobbyists; and
- Specify requirements for publicly posting these regulations.

## MINUTES

Office of the Mayor - cont'd

III. Minority and Women-Owned Business Enterprise Regulations  
- Section III covers the M/WBE program. The regulations do the following:

- Establish the purpose, authority, applicability, and policy of the M/WBE program, including defining key terms;
- Provide for certification eligibility;
- Specify the certification process and procedures;
- Establish the rules of operation for the M/WBE Certification Appeals Board;
- Specify the process for establishing annual participation goals;
- Specify the process for establishing specific contract goals;
- Explain how to count M/WBE participation;
- Specify the M/WBE utilization requirements; and
- Establish a process for waiving participation requirements;

IV. Debarment and Suspension Regulations - Section IV covers the procedures and processes for debarring or suspending a person from conducting business with the City. These regulations do the following:

- Define key terms;
- Specify that all notices must be in writing;
- Establish the procedures for the Law Department to perform investigations and make preliminary recommendations to the Board;
- Specify that a person against whom debarment proceedings have been instituted may be suspended until the Board renders a final determination on debarment;

**MINUTES**Office of the Mayor - cont'd

- Provide for the notice, hearing, and decision process for automatic debarments;
- Specify the notice and hearing process for other debarments;
- Provide for the duties of the City;
- Establish the procedures for rendering a decision for other debarments; and
- Specify the conditions for reinstatement.

These regulations incorporate as appendices all existing Board resolutions and Executive Orders for reference. They also incorporate the Green Book. Additionally, the regulations reference two new resolutions:

1. City of Baltimore Resolution Relating to Non-Architectural or Engineering Professional Services and
2. City of Baltimore Resolution Relating to Non-Competitive Procurements.

These proposed resolutions directly relate to the regulations and are also open for public comment.

The Law Department has reviewed these proposed regulations for form and legal sufficiency.

**MBE/WBE PARTICIPATION:**

N/A

**MINUTES**

Office of the Mayor - cont'd

UPON MOTION duly made and seconded, the Board authorized the 30-day public comment period for the foregoing proposed Regulations on Procurement, Protests, Minority and Women-owned Business Enterprise, and Debarment/Suspension.

**MINUTES**

Mayor's Office - Notice of Proposed Resolution to Non-Architectural or Engineering Professional Services

**ACTION REQUESTED OF B/E:**

The Board of Estimates is requested to authorize a 30-day public comment period for the proposed Resolution Relating to Non-Architectural or Engineering Professional Services ("Resolution").

**AMOUNT OF MONEY AND SOURCE:**

N/A

**BACKGROUND/EXPLANATION:**

This resolution is directly related to the proposed Regulations on Procurement, Protests, Minority and Women-owned Business Enterprise, and Debarment/Suspension ("Regulations"). The regulations incorporate this resolution by reference.

The resolution can be accessed by going to <https://mayor.baltimorecity.gov/> and clicking on "Proposed Procurement Regulations." Comments can be submitted directly from the webpage or via email to [BaltimoreContracting@baltimorecity.gov](mailto:BaltimoreContracting@baltimorecity.gov). Comments may also be sent by to: Office of the Mayor, 100 Holliday Street, Baltimore, MD 21202.

Comments will be accepted through **Friday, January 11, 2019**. There will be no responses to comments until after the close of the comment period. Once the comments are reviewed, the Board will be requested to adopt the regulations as proposed, adopt them with amendments, or reject them.

The purpose of this resolution is to detail and prescribe the manner in which professional services that are not architectural, engineering, or legal are procured.

## MINUTES

Office of the Mayor - cont'd

Article VI, §11(d) of the Charter of Baltimore City provides that "all professional services contracted for by the City shall be engaged in the manner prescribed by resolution of the Board of Estimates." On June 29, 1994, the Board reconstituted the Architectural Commission as the Architectural and Engineering Awards Commission ("AEAC") and tasked the AEAC with considering "whether the requested A & E [architectural and engineering] services should be procured through (a) performance in-house, (b) competitive negotiations, (c) competitive pricing, or (d) design competition." Besides the 1994 resolution, the Board of Estimates has adopted no other resolution prescribing the manner in which professional services are procured. As a result, non-architectural or engineering professional services are generally not competitively bid.

This resolution would establish a Professional Services Review Committee ("Committee"). The purpose of the Committee would be to determine whether services other than architectural, engineering, or legal should be considered as professional services.

The Committee will consist of one representative from each of the members of the Board. It shall review all procurements for professional services other than architectural, engineering, or legal services and consider whether the recommended method of contracting is appropriate. The Committee may:

1. Concur with the recommended method of contracting;
2. Not concur with the recommended method of contracting and offer an alternative method;
3. Request additional information; or
4. Offer no advice on the recommended method of contracting.

## MINUTES

Office of the Mayor - cont'd

The Committee will hold regularly scheduled meetings, which comply with the Maryland Open Meetings Act. Additionally, the Committee will develop standards and guidelines for evaluating whether:

1. The requested service should be considered a professional service;
2. Competition exists for a requested service;
3. If competition exists, whether competitively bidding or soliciting the service would be advantageous to the City; and
4. The cost(s) of the services are reasonable.

The Committee may also create a list of approved services or professions that are automatically considered professional in nature.

The resolution becomes effective upon Board approval. Its approval is contingent upon approval of the proposed Regulations on Procurement, Protests, Minority and Women-owned Business Enterprise, and Debarment/Suspension. The regulations incorporate by reference this resolution.

This resolution has been reviewed by the Law Department for form and legal sufficiency.

**MINUTES**

Office of the Mayor - cont'd

**MBE/WBE PARTICIPATION:**

N/A

UPON MOTION duly made and seconded, the Board authorized the 30-day public comment period for the proposed Resolution Relating to Non-Architectural or Engineering Professional Services.

**MINUTES**

Office of the Mayor - Notice of Proposed Resolution Relating to Non-Competitive Procurements

**ACTION REQUESTED OF B/E:**

The Board is requested to authorize a 30-day public comment period for the proposed Resolution Relating to Non-Competitive procurements ("Resolution"). This resolution is directly related to the proposed Regulations on Procurement, Protests, Minority and Women-owned Business Enterprise, and Debarment/Suspension ("Regulations"). The regulations incorporate this resolution by reference.

**AMOUNT OF MONEY AND SOURCE:**

There are no direct costs associated with this action.

**BACKGROUND/EXPLANATION:**

The resolution can be accessed by going to <https://mayor.baltimorecity.gov/> and clicking on "Proposed Procurement Regulations." Comments can be submitted directly from the webpage or via email to [BaltimoreContracting@baltimorecity.gov](mailto:BaltimoreContracting@baltimorecity.gov). Comments may also be sent by to: Office of the Mayor, 100 Holliday Street, Baltimore, MD 21202.

Comments will be accepted through **Friday, January 11, 2019**. There will be no responses to comments until after the close of the comment period. Once the comments are reviewed, the Board will be requested to adopt the regulations as proposed, adopt them with amendments, or reject them.

The purpose of this resolution is to detail and specify the process for proposing awards for non-competitive procurements. It does not pertain to professional services or emergency procurements. Professional services are those that are predominantly mental or intellectual, rather than physical or manual, and require the application of special knowledge and technical skill, as well as the experience that comes from instruction, training, and the

## MINUTES

Office of the Mayor - cont'd

exercise of mental facilities. They are covered by other resolutions. An emergency procurement is a procurement in response to a dangerous condition of such a nature that the public welfare would be adversely affected by waiting for approval by the Board. These are covered by the proposed Regulations. It should be noted that emergency procurements are different than procurement of an emergency nature.

The Charter of Baltimore City requires, with certain exceptions, that all contracts involving an expenditure greater than \$50,000 be awarded by the Board of Estimates through a competitive bidding process. Article VI, §11(e) (i) of the Charter further states that:

"When any supplies, materials, equipment, services, or public works are of such a nature that no advantage will result in seeking, or it is not practicable to obtain, competitive bids, or when the need for supplies, materials, equipment, services, or public works is of an emergency nature and the using agency certifies this in writing to the Board of Estimates, with written notice to the Department of Finance, the provisions of subsection (c) of this section may be dispensed with. However, the purchase may not be made, nor may the City incur any obligation for it, until approved by the Board of Estimates after considering the recommendation of the Department of Finance. When practicable, the City's intent to make a purchase under this exception shall be posted electronically to the public for comment prior to the approval of the purchase by the Board of Estimates."

Non-competitively procured contracts are sometimes necessary to provide critical City services. However; they inherently limit competition, which could result in better prices, a more inclusive procurement process, and a growing local economy.

**MINUTES**

Office of the Mayor - cont'd

The resolution would require a City agency, when recommending the Board award a non-competitive procurement, provide the following information to the Board in writing:

1. An explanation as to why no advantage would result in seeking competitive responses;
2. An explanation as to why it is impracticable to obtain competitive responses; or
3. An explanation as to why the procurement is of an emergency nature.

The resolution would also establish an evaluation committee. The committee would evaluate, after nine months, whether this proposed process has been effective in controlling and accounting for non-competitive procurements.

The resolution becomes effective upon Board approval. Its approval is contingent upon approval of the proposed Regulations on Procurement, Protests, Minority and Women-owned Business Enterprise, and Debarment/Suspension. The regulations incorporate by reference this resolution.

This resolution has been reviewed by the Law Department for form and legal sufficiency.

**MBE/WBE PARTICIPATION:** N/A

UPON MOTION duly made and seconded, the Board authorized the 30-day public comment period for the proposed Resolution Relating to Non-Competitive procurements.

**MINUTES**

President: "There being no more business before the Board, we will recess until bid opening at twelve noon. Thank you."

\* \* \* \* \*

**MINUTES**

Clerk: "Good afternoon. The Board of Estimates is now in session for the receiving and opening of bids."

**BIDS, PROPOSALS AND CONTRACT AWARDS**

Prior to the reading of bids received today and the opening of bids scheduled for today, the Clerk announced that the following agencies had issued Addenda extending the dates for receipt and opening of bids on the following contracts. There were no objections.

<u>Department of Public Works</u>	- WC 1199, Ashburton Pumping Station Improvements <b>BIDS TO BE RECV'D: 12/19/2018</b> <b><u>BIDS TO BE OPENED: 12/19/2018</u></b>
<u>Department of Public Works</u>	- WC 1388, Urgent Needed Infrastructure Rehabilitation and Improvement Phase III FY19 <b>BIDS TO BE RECV'D: 12/12/2018</b> <b><u>BIDS TO BE OPENED: 12/12/2018</u></b>
<u>Department of General Services</u>	- GS 15838, City Hall Elevators Renovations <b>BIDS TO BE RECV'D: 01/09/2018</b> <b><u>BIDS TO BE OPENED: 01/09/2018</u></b>

## MINUTES

Bureau of Procurement

- B50005567, Tree Pit  
Maintenance

**BIDS TO BE RECV'D: 12/12/2018**

**BIDS TO BE OPENED: 12/12/2018**

Bureau of Procurement

- B50005588, Parts for Fuel  
Dispensing Equipment

**BIDS TO BE RECV'D: 01/09/2018**

**BIDS TO BE OPENED: 01/09/2018**

## MINUTES

Thereafter, UPON MOTION duly made and seconded, the Board received, opened and referred the following bids to the respective departments for tabulation and report:

Department of Public Works - WC 1388, Urgent Needed  
 Infrastructure Rehabilitation and  
Improvement Phase III FY19

J. Fletcher Creamer & Son, Inc.  
 Metra Industries  
 R.E. Harrington Plumbing and Heating Co., Inc.  
 Spiniello

Bureau of Procurement - B50005567, Tree Pit Maintenance

Grass Roots Landscaping Co., LLC  
 Nu Leaf

Bureau of Procurement - B50005578, Revolution Traffic  
 Cones

Acme Supplies, LLC  
 Conserv Flag Co.  
 Safeware, Inc.  
 JW Property Services, LLC  
 d/b/a JW WorkZone Supplies  
 Suburban Sales & Rental  
 Dimensional Products, Inc.  
 National Capital Industries, Inc.  
 OES Global Inc. dba Traffic Cones for Less  
 Road Safety, LLC  
 Arrow Safety Device  
 District Safety Products, Inc.

MINUTES

Bureau of Procurement

- B50005599, General Charter  
Bus Transportation Services

American Limousines, Inc.  
Belaire Limousine, Inc.  
Sivels Transportation, Inc.  
Woodlawn Motor Coach  
D.T.S. Worldwide Transportation  
Reliable Transportation

\* \* \* \* \*

There being no objections, the Board, UPON MOTION duly made and seconded, adjourned until its next regularly scheduled meeting on Wednesday, December 19, 2018.

  
JOAN M. PRATT  
Secretary