

MINUTES**REGULAR MEETING**

Honorable Brandon M. Scott, President
Honorable Bernard C. "Jack" Young, 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
Matthew W. Garbark, Deputy Director of Public Works
Bernice H. Taylor, Deputy Comptroller and Clerk

President: "Good morning. The September 18, 2019 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. 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 September 16, 2019 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."

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City Solicitor: "Mr. President, I move approval of all of the items on the routine agenda."

Comptroller: "I Second."

President: "All those in favor say AYE. All opposed say NAY. The motion carries, the routine agenda items have been adopted."

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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:

Allied Contractors, Inc.	\$38,110,000.00
Amber Enterprises, Inc.	\$ 1,500,000.00
First Potomac Environmental Corporation, Inc.	\$ 740,000.00
Vanguard Utility Service, Inc.	\$ 1,500,000.00

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:

James Posey Associates, Inc.	Engineer
McCormick Taylor, Inc.	Engineer
Morabito Consultants, Inc.	Engineer

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

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Law Department - Settlement Agreement and Release

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Settlement Agreement and Release for the action brought by the City arising out of a personal injury accident that occurred at Pennsylvania Avenue and Baker Streets, Baltimore, Maryland on or about March 8, 2016.

AMOUNT OF MONEY AND SOURCE:

\$100,000.00 - 2044-000000-1450-703800-603070

BACKGROUND/EXPLANATION:

Plaintiff, Ms. Barbara Anderson, alleges that on or about March 8, 2016, she was driving southbound on Pennsylvania Avenue when a City-owned vehicle failed to yield the right of way and the two vehicles collided. The Plaintiff was 59 years old at the time and contends that she has permanent injuries.

Based on a review of the facts and legal issues specific to this case, the Settlement Committee of the Law Department recommends that the Board of Estimates approve the settlement of this case.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Settlement Agreement and Release for the action brought by the City arising out of a personal injury accident that occurred at Pennsylvania Avenue and Baker Streets, Baltimore, Maryland on or about March 8, 2016.

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Law Department - Settlement Agreement and Release

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Settlement Agreement and Release for the action brought by Brenda McDowell, the Plaintiff, against the Baltimore City Police Officer, Charles Grimes for alleged violations of her state and federal rights to be free from the use of excessive force.

AMOUNT OF MONEY AND SOURCE:

\$75,000.00 - 1001-000000-2041-716700-603070

BACKGROUND/EXPLANATION:

This settlement recommendation is made after a thorough and careful consideration of the procedural posture and substantive issues in this case, which was scheduled for a mediation before a federal magistrate judge in July. The parties reached agreement in advance of the mediation.

McDowell's claims arise out of her arrest in Baltimore in August 2014. When Officer Grimes responded to a call of a fight in the street, he searched the area and eventually detained and then arrested Ms. McDowell. All charges against Ms. McDowell were eventually dismissed. She sued, claiming that her arrest was without probable cause, that no basis existed for the charges placed against her, and that excessive force was used in effecting her arrest. Officer Grimes denied these allegations. Given the uncertainty of litigation, including the unpredictability of how a jury might evaluate the conflicting evidence in this case, the Settlement Committee of the Law Department is persuaded that settlement of the claim in this instance for the proposed total amount of \$75,000.00, is in the best interests of the Mayor and City Council of Baltimore.

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President: "The first item on the non-routine agenda can be found on page 3, Law Department - Settlement Agreement and Release, will the parties pleased come forward."

City Solicitor: "Is Ms. Brenda McDowell present? Mr. President I will be happy to provide an explanation for her absence."

President: "Thank you."

City Solicitor: "So, Mr. President, Mr. Mayor, Madam Comptroller uh -- the Law Department is exceedingly pleased that you have agreed with our recommended procedures going forward in connection with Law Department settlements with claimants involved with police litigation. We are all aware of the many efforts at many levels to enhance transparency and to make it possible for people who are involved in litigation arising out of their inter -- interaction with police officers in Baltimore City be -- be uh -- allowed to speak, encouraged to speak, and be permitted to speak in a public way about their own truth. Recent events have made clear that the Law Department needed to do more to make sure that could happen and Mr. Mayor I am so pleased that you have worked with the Law Department to bring about what we believe in the Law Department is an innovative foresighted approach to the challenge presented by these circumstances. So -- so -- going forward -- going forward the Law Department has revised its procedures for

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the settlement of police involved litigation. All such settlements -- all such settlements will be recommended to the Board for placement on the non-routine agenda. And as a part of the recommendation to the Board lawyers representing those claimants will be advised and their clients will be advised that when the matter is presented to the Board the claimant, plaintiff, the citizen, the resident will be invited to appear before the Board on Wednesday morning at 9 o'clock and with the acquiescence of the President and Mr. President, the Law Department appreciates your acquiescence in this procedure --"

President: "Mr. Solicitor before you go any further. I -- I don't want to interrupt you and we are going to be here a long time already today and I got some questions in particular to this one --"

City Solicitor: "Okay, if I could just finish the explanation Mr. President --"

President: "Yeah, please, please quickly."

City Solicitor: "I will be happy to answer any questions. I want to explain why Ms. McDowell is not here today."

President: "Please, quickly."

City Solicitor: "So, I spoke to Ms. McDowell's attorney yesterday afternoon after the Mayor endorsed and you endorsed this approach

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and I explained the new procedure to Ms. McDowell's attorney uh - he was very happy to hear of it. I explained to him that it was the eleventh hour because the procedure was brand new. Ms. McDowell -- Brenda McDowell as you all know is the claimant in this case of \$75,000.00 settlement reached with the Law Department arising out of police litigation. I explained all of the circumstances and Mr. -- uh - Ms. -- Ms. McDowell's attorney explained that he didn't think she would have showed today because she wants to move on and I explained to him that of course she is not required to appear. Her appearance and her decision to speak or not to speak is not at all a part of the settlement. But, he did tell me that he didn't expect her to come, but he would talk to her, so she's not here. One last thing Mr. President and thank you for your patience. I explained to Mr. -- to -- to Ms. McDowell's attorney that even if she did not appear today, if she wished to peak to the media, that if he would provide me with her contact information, mainly her phone number I would personally and privately provide that phone number to any member of the media who is present today. So, that if any member of the media wishes to contact Ms. McDowell in private to speak to her that I would be happy to do so. I wouldn't broadcast the phone number, but I would pr -- provide it to the media. He has elected and she has elected, Mr. President not to

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provide her phone number. And so, going forward I think that this procedure -- again I thank the President, I thank Mr. Mayor, and I thank the Comptroller. I think this will enhance transparency in Baltimore City in a way that has never been seen before. I am happy to answer any questions, Mr. President."

President: "Thank you. Thank you Mr. Solicitor and just so that we remember that I had this item placed on -- on the non-routine agenda because I have questions. So, I guess my question is should I ask that from someone else in the Law Department or -- or from you today?"

City Solicitor: "You should ask it of me Mr. President."

President: "Thank you. There rem -- remains a great deal of confusion as to whether the City is requiring plaintiffs to sign non-disclosure or non-disparagement agreements. As I reviewed this settlement agreement I read the language that limits the parties' ability to speak about the case. So, can you please explain what we're having parties commit to in these -- in this case?"

City Solicitor: "Uh -- thank you Mr. President I'm happy to answer that and any other question. Uh -- as Mr. President as you are aware and I think everybody's aware before I became City Solicitor in the fall of 2017 the standard uh -- settlement agreement release provisions used by the City prohibited persons who entered in to

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settlement agreements from speaking about their case at all. That provision also was one sided. Which is to say it was a non-disparagement provision under which the citizen/claimant was prohibited from speaking about the case. But the City was not prohibited from disparaging the claimant. So, among the changes that I have made in the last two years, Mr. President and I made this one immediately. First of all, I made the non-disparagements provision in the agreement -- it is not a non-disclosure agreement. And I am glad you used that term Mr. President because there's been a lot of information out there that's actually misinformation. The City has never employed non-disclosure agreements. So, it's called a non-disparagement agreement and the essence of the agreement is that they don't defame the City or its officials or its employees and the City doesn't defame them. That's the -- that's the essence of it Mr. President. So, this particular agreement in Ms. McDowell's case was negotiated approximately a couple of weeks ago and Ms. McDowell's attorney knew full well about the controversy surrounding these provisions. He had no problem with it Mr. President. Ms. McDowell --"

President: "Mr. Solicitor --"

City Solicitor: "had no problem with it and --"

President: "Follow up question."

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City Solicitor: "I think Mr. President that procedure shows --"

President: "Thank you."

City Solicitor: "That City Law Department --"

President: "Mr. Solicitor, thank you."

City Solicitor: "I am answering your questions Mr. President."

President: "I know we -- we got to answer, but we got multiple questions for you."

City Solicitor: "I have multiple answers for you."

President: "Thank you."

Kim Trueheart: "Is this the time for citizens get to question him too?"

President: "One second Ms. Kim -- one second. We -- can you just please take a seat for a second? I have a bunch of questions for him."

Ms. Trueheart: "Okay. Alright. So you gonna give us a chance too?"

President: "One second."

Ms. Trueheart: "Thank you."

President: "Can you outline the differences between the settlements that you're mentioning today, Mr. Solicitor versus the ones in let's say uh -- the case with Mrs. Overbe that we know uh -- went through the challenges -- the legal challenges recently."

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City Solicitor: "Absolutely. It's exactly what I just said a few minutes ago Mr. President. Ms. Overbe who signed her agreement back in 19 -- in 2015. Agreed in that agreement not to speak about the facts and circumstances of her case. Under that agreement Ms. Overbe was -- had agreed with her attorneys understanding that the only thing she could say about her litigation was the fact that the case had been settled. That was the Overbe agreements. And that was an agreement as I said Mr. President that was one sided. There was no prohibition on what any City official could say about the case or about Ms. Overbe. But, Ms. Overbe in that agreement agreed not to talk about the case. That is no longer - and has not been since the fall of 2017 the form of agreements that have been used by the Law Department. So, as I said now both sides agree not to disparage, not to defame while at the same time, both sides are permitted to talk about the case and in fact claimants are now encouraged to talk about the case. Thus, this procedure that we have rolled out this morning, again not to repeat myself Ms. President. Ms. McDowell has chosen not -- not to come."

President: "Well I think that most people can't get here at 10 o'clock in the morning on a Wednesday. But, we have to understand that we still have to go a little further, so thank you for that Mr. Solicitor. Just to follow up for that for -- for you and I --

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we -- we can understand the language that you were just using. But, let's just say that I have a constituent who unfortunately was mistreated by BPD and they went through one of these cases. Uh -- in layman's term explain to me what they can and can't say based on -- or to the public what they could and couldn't say based of these kind of agreements."

City Solicitor: "They can't lie about the City. Now I say that, but of course they can lie. Anybody can lie anytime they want. And people can be called a liar the way I've been called a liar by the ACLU, it comes with the territory. I get it Mr. President. Actually, the Supreme Court has actually held that the right to lie is protected by the First Amendment. But that doesn't mean we can't include in our agreements provisions that discourage people from telling lies. So, under this agreement, Mr. President people can speak their truth, emphasis on truth. They can speak their truth, their feelings, their opinions, based on the facts and circumstances of the case. That's what I have been saying for two years. That will remain the situation under the agreements Mr. President and again we will invite every claimant to come to the Board of Estimates. And I agree with you a lot of people can't take off from work on Wednesday morning, have other obligations with their families. Thus, if they want to provide the City

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Solicitor with their phone number the City Solicitor will give their phone number to any member of the media present at the Board of Estimates meeting. And any of the members of the meeting [sic] will be free to contact the claimant and talk to the claimant about his or her or their case. That's the regime we are going forward with Mr. President."

President: "Thank you. And can you explain why the Law Department uh -- defaults to using NDPC's and why it's necessary to employ them and the same language in every instance. And also what affects does the Mayors have on the language of these settlements and will --"

City Solicitor: "Here the --"

President: "Yeah, and will the Law Department revisit the language it uses based off the Mayor's executive order."

City Solicitor: "The -- the -- I'm sorry, Mr. President. The Mayor's executive order summarizes, encapsulates, and sets forth with clarity what has been the policy of the Baltimore City Department of Law since Andre Davis became the City Solicitor. And I appreciate the Mayor's extra step appropriately to make clear in that Executive Order what the policy of Baltimore City and the Baltimore City Law Department is. Now you asked me about the agreement Mr. President, yeah, you know people don't like lawyers

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until they need one. And there is a lot of you know, boiler play legalistic language in this nine-page agreement. Every lawsuit in America is concluded by settlement with a document like this Mr. -- Mr. -- Mr. President and don't expect a layperson to go through this document and understand severability. And by the way Mr. President every agreement that the City enters into both sides if there is a dispute over the agreement waive their jury trial right. So, just like you waive your right to the First Amendment in a limited way, you give up your Seventh Amendment right to a jury if there is a dispute. So, none of this is unusual Mr. President this is the way lawsuits have been settled for hundreds of years. We made the change with regard to transparency to enhance the Mayor's commitment and I believe your commitment Mr. President and the City's commitment to transparency excellence and integrity in the manner we treat out resident and claimants. So, yeah I don't -- I don't' suggest to you Mr. President with all respect that a lay person however brilliant he or she is can pick up this document and explain it the way a lawyer does. But, everyone who signs this agreement has a lawyer. We would not enter into this agreement with a person who did not have a lawyer. It takes a lawyer to practice law, we don't expect non-lawyers to practice law -- and in with both Ms. Overbe's case and Ms. McDowell's case the lawyers

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who representing them are explaining what this agreement means. In fact Ms. Overbe -- Ms. Overbe's case uh -- lawyer would -- his picture was on the paper yesterday because he's involved with young people. He's a retired police officer. Who knows better what the police department is all about and how to settle a lawsuit against the police department than a layer who use to be a police officer? And if you check it Mr. -- Mr. President if you go back and do the research you will see that Ms. Overbe's lawyer made a statement to the Baltimore Sun a few days after the Law Department withheld a portion of her funds and the lawyer is quoted as saying, 'yes the City can do this; Now that suggest to me Mr. President that he explained to Ms. Overbe and she knew full well what the limitations were, okay. Now Ms. Overbe could have brought a lawsuit as soon as she got that reduced check, but she didn't she waited three years to bring a lawsuit. She waited too long Mr. President because the law in Maryland is if you want to sue the City you have to do it in one year and she waited. Now that case is back before the District Court Mr. President. The Fourth Circuit has ruled and the Law Department lawyers will go before the judge for whom the case is assigned and ask the judge to interpret what the Fourth Circuit has done and whatever the Federal District Court orders Baltimore City to do in resolving that case. Baltimore City will do, that's

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how litigation works. And if frankly I am going to say it former Mayor Pugh announced in May of 2017 that I was going to be the City Solicitor, but that I wouldn't be starting until September. If the ACLU had waited until I got here and not filed that lawsuit we wouldn't be here today Mr. -- Mr. President. But, there are certain people out there who think the way you get what you want is to beat up somebody, to disparage the City, to bring people down. People don't want to come and talk sensibly with people with authority to res-- to resolve matters. The Overbe case could have been resolved very easily and frankly nobody would have never found out about it. But, once you file suit against Baltimore City guess what, Baltimore City's going to defend itself, as long as I'm City Solicitor."

President: "Thank you."

City Solicitor: "And Mr. President that goes for whether it's about food trucks or zoning or whatever it is. The Baltimore City Law Department will defend the interest of the City and when we are dragged into court by those who want to put us down. Thank you Mr. President."

President: "Thank you. Thank you Mr. Solicitor. And members of the Board because this is such a hot button topic and I know we have a -- I have a young man that reached out to me pers -- personally

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to ask if he could testify. So, I would just like Justin to come forward."

President: "State your name for the record."

Justin Johnson: "My name is Justin, Justin Johnson. Uh -- can I begin?"

President: "Yes."

Mr. Johnson: "Okay. Yeah just wanted to say uh -- start by saying thank you, President Council Member Scott, Mayor Jack Young, the rest of the Board of Estimates for letting me speak here today. Um -- once again my name is Justin, I am a student in Baltimore City. I just wanted to give my thoughts around why non-disclosure agreements or as I -- as I am calling them throughout the rest of time uh -- "gag-orders". Why they shouldn't be tolerated in the City. Um -- as a black person living in Baltimore City, I've seen for far too long um -- Baltimore City's core leadership from elected officials to our police officers get away with harming and bringing intense violence to the people of Baltimore City. Um -- living in Baltimore City I've seen firsthand, people be abused, people be hurt by different City officials whether it's just through ignoring them, actually bringing real harm upon them, um -- other ways like financial disparity. And worst of all many people that I know -- friends even that can't even talk about what

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they're going through because of gag orders like the ones that are being put in place now. Um -- in closing I think that having these gag-orders prevents transparency and accountability from being possible in the City and as an administration that claims to believe in those things I think these gag orders stand in direct opposition to both of those values. Um -- in closing I would like to say thank you to President Council Scott for taking leadership on this issue and Mayor Young and the rest of the Board of Estimates for letting me speak. But, I do want to encourage you especially Jack Young and um -- City Solicitor Davis to practice what you preach. If you truly want to be about transparency and accountability in the City you would show it by ending these gag-orders permanently. Thank you very much."

President: "Thank you."

Deputy City Solicitor: "You can stay here. Um -- good morning everyone. My name is uh -- Dana Peterson Moore, I am the Deputy City Solicitor --"

President: "Hold on Madam Deputy. You can't really start. I didn't officially recognize you."

Deputy City Solicitor: "Oh I apologize--"

President: "Your fine, go ahead."

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Deputy City Solicitor: "Good morning my name is Dana Peterson Moore I'm the Deputy City Solicitor for the City of Baltimore. Um - we're all talking about speaking our truth and I want to speak mine very, very briefly. In the spring of 2000 I was stopped by a Baltimore City police officer just after midnight right in front of my then law office. Um -- I was treated very poorly I um -- was cursed at called names. Uh -- told that if I didn't give my driver's license to the officer immediately I would be pulled through my window and beaten and arrested. What was my offense I had managed to pass this officer on the left hand side as I was driving home. Uh -- I lived downtown at the time it was very difficult it still stays with me. Um -- I have the utmost respect for the police I'm the daughter of a three-star general, I get rank and file, I get military I -- I -- if I get in trouble I'm going to call the police. So I understand very deeply, personally what it means to have a truth that you need to tell, but you -- you can't I filed a complaint, it went through legal affairs it was processed it went nowhere. I later learned that the officer that offended me was going around the City of Baltimore randomly beating Baltimore City residents that was very chilling. So when I became City Solicitor or Deputy Solicitor."

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President: "Oh my, my."

City Solicitor: "Soon enough -- soon enough."

Deputy City Solicitor: "Not so fast young lady. Not so fast"

President: "Mr. May -- Mr. Mayor, y' all didn't communicate that to the Council."

City Solicitor: "Soon enough."

Deputy City Solicitor: "We talk a lot I felt like I was brought here to do something, to make life better for all Baltimoreans, young people in particular. We watched all of the hearing Monday night um -- it was difficult -- it was difficult to hear people's truths and know that they are me and I am them. I've been there it matters that we let people speak and that we not just let them speak, but that we hear them and do something. I woke up in the morning, the Solicitor and I speak a lot and I said we've got to do something it's not enough to say I want to hear you I will hear you we have to hear people, we have to hear you and your friends, everyone. And so the recommendation was let's use the tools that we already have. Let's open up to the Board of Estimates the lawsuits the -- the settlements that we have been asked to enter into and let people come and say whatever their truth is because we believe this. We act on it we believe deeply that people should be able to say what happened to them if they want to. For me I

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didn't want to I didn't want to make a cause celeb of me, I was terrified at what happened to me and I was terrified at whose hands I suffered and I didn't want to talk about it. I changed my life I don't pass officers anymore. But, I can't make it more real for everybody in this room, everybody watching, for your friends for the other victims of police brutality. I can't we can't make it more real. When we say you can come and speak your truth we mean it. Monday night was fascinating there were a lot of truths told and there was some disparagement. If you look at that video, if you look at the tape you'll be able to discern the difference we don't want disparagement. I've been called a liar I've been called a liar in this job I don't like it. I'll deal with it, but I will never deny someone's right to speak out and that's what he has done that's what the Law Department has done. It is real. We mean it anybody that wants to come, come and talk and tell what happened to them."

President: "Thank you. Mr. Mayor?"

Deputy City Solicitor: "Thank you."

Mayor: "Yeah I wanted um -- to address the young man. Um -- I used to vote no, yes sir, I used to vote no on all settlements because it was my protest because I wanted to hear what happened. So I us -- and I got criticized for voting no and I voted no because I

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believe that anybody can talk about anything that happened to them. So, I used to vote no on it all the time as my way of protesting that I want this to be heard and I still feel that way, that no one should be gagged to say anything that's why I told it -- told the City Solicitor we have to make sure that there's no more gag orders for people not to be able to speak about what happened to them. But, we want them to speak the truth. Thank you."

President: "Thank you. I will entertain a motion."

City Solicitor: "Mr. President um -- I'm going to make a motion, but I have to mention the young man, Justin, thank you very much. I noticed you're wearing a 'block' t-shirt and I just want to mention last year Mr. President many will recall the police -- the police arrested a large group of people at Artscape on the ramp to Interstate 83 North and that turned into a very large lawsuit against the Baltimore City Police Department. And the Law Department worked with the lawyers representing those individuals from Baltimore Block and we reached the settlement and when we proposed to include the non-disparagement clause in the settlement agreement the lawyers for Baltimore Block claimants and no we don't want a non-disparagement clause and you know what the law department said fine -- fine. So, we don't make it a condition of every settlement and we are happy to have this new procedure in

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place with your support, Mr. President, to make sure like my wonderful Deputy did just now people can come in here or take phone calls from the media and speak their truth. So, with that Mr. President with sincere appreciation for your indulgence this morning and for your indulgence going forward as we bring in claimants to speak their truth I move to approve the recommended settlement on page 3 of the non-routine aden -- agenda."

Comptroller: "I second."

President: "All of those in favor say aye, thank you. I would like to uh -- explain my vote I will not stand in a way of anyone uh - - seeking to redress for the serious wrongs and alleged in this case. So, I vote **YES**. However I'll be remiss if I do not express my severe disappointment and I'll continue use of these clauses. That's what motivated me to move this settlement to the non-routine agenda in the first place uh -- for discussion and why I co-sponsor legislation that will clarify that is our City's policy not to employ such practices. We have an abli -- obligation to own our mistakes and be transparent and accountabili -- accountabil -- accountable to Baltimore's residents at every turn. And we have to also remember that Mr. Solicitor, you're right that we have to make sure that these things aren't happening and we have to defend, but we also have to understand that the wrongdoings have happened

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through City employees, people that represent the City of Baltimore, people that are supposed to be servants of the city of Baltimore and we have to make sure that we recognize that fact as well and we also have to make sure again that we make sure that this lasts longer than the three members -- elected members on this board that we're in elected office so uh -- thank you all those opposed say nay. The motion carries."

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MINUTES**CITY COUNCIL BILL**

19-0408 - An Ordinance concerning Amending Ordinance 15-428-Franchise - Crown Castle [NG Atlantic] FIBER LLC for the purpose of amending Ordinance 15-428, to reflect the name change of the franchisee, since the Ordinance was enacted; to add Park Properties to those areas where the Distributed Antenna services are provided; and providing for a special effective date.

THE DEPARTMENT OF PLANNING RECOMMENDS AMENDMENT AND APPROVAL WITH THE FOLLOWING AMENDMENT:

- Section 11.1 New Poles: "...such poles that will comply with all applicable building permits, applicable City, state and federal specification and laws, including the Small Wireless Facilities: Aesthetic Requirements ("New Poles")."
 - o This document governs design considerations for the public good and was adopted by the Planning Commission on March 28, 2019.

The Department of Planning supports the ability for this important telecommunications infrastructure to be deployed throughout the City. City agencies will continue to have the ability to regulate the location and manner of small wireless facilities within public right-of-ways, and this ability will be continued for proposed installations on park properties.

THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT HAS NO OBJECTION AND DEFERS TO THE DEPARTMENT OF PLANNING, WHICH IS IN SUPPORT OF THE BILL.

THE DEPARTMENT OF PUBLIC WORKS HAS NO OBJECTION, PROVIDED THE DEPARTMENT OF LAW AND THE DEPARTMENT OF RECREATION AND PARKS CONCUR.

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CITY COUNCIL BILL

THE BALTIMORE CITY FIRE DEPARTMENT HAS NO OBJECTION.

THE ENVIRONMENTAL CONTROL BOARD HAS NO POSITION ON THE PASSAGE OF THIS BILL.

ALL OTHER REPORTS RECEIVED WERE FAVORABLE.

UPON MOTION duly made and seconded, the Board approved City Council Bill No. 19-0408 and directed that the bill be returned to the City Council with the recommendation that it also be approved by that Honorable Body. The Mayor **ABSTAINED**. The President **ABSTAINED**.

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Office of Labor Commissioner - Memorandum of Understanding

ACTION REQUESTED OF B/E:

The Board is requested to **NOTE** the Memorandum of Understanding between the City of Baltimore and the Managerial and Professional Society of Baltimore, Inc. for Fiscal Years 2020 - 2021.

AMOUNT OF MONEY AND SOURCE:

The budget provides for a 2.5% across the board wage increase for each fiscal year.

BACKGROUND/EXPLANATION:

In accordance with the Municipal Employees Relations Ordinance, the meet and confer process has been concluded with MAPS for Fiscal Years 2020 - 2021.

UPON MOTION duly made and seconded, the Board **NOTED** the Memorandum of Understanding between the City of Baltimore and the Managerial and Professional Society of Baltimore, Inc.

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OPTIONS/CONDEMNATION/QUICK-TAKES:

<u>Owner(s)</u>	<u>Property</u>	<u>Interest</u>	<u>Amount</u>
<u>Dept. of Housing and Community Development (DHCD) - Option</u>			
1. Progress City Realty, Inc.	412 S. Payson St.	L/H	\$ 26,785.00

Funds are available in account 9910-904177-9588-900000-704040, General Acquisitions Project.

In the event that the option agreement fails and settlement cannot be achieved, the Department requests the Board's approval to purchase the interest in the above property by condemnation proceedings for an amount equal to or lesser than the option amount.

Department of Law - Payment of Jury Trial Verdict

2. Kevin Davenport	1600-1602 W. Fayette Street	F/S	\$165,548.75
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Funds are available in account no. 9910-905640-9588-900000-704040, FY17 CORE Demo Project Area.

On September 12, 2018, the City filed a condemnation action to acquire the fee simple interest in the real property located at 1600-1602 W. Fayette Street. The Board previously approved \$36,000.00 to acquire the fee simple interest in the subject property based upon the higher of two independent appraisal reports. The City had the property reappraised increasing the value to \$45,000.00. The Defendant provided a report appraising the property at \$170,000.00. The property consists of two, three-story rowhomes converted into a grocery store plus two rental units.

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OPTIONS/CONDEMNATION/QUICK-TAKES:

<u>Owner(s)</u>	<u>Property</u>	<u>Interest</u>	<u>Amount</u>
<u>Department of Law - Payment of Jury Trial Verdict - cont'd</u>			

The parties were unable to come to an agreement after participating in a Mediation and a Pre-Trial Conference. Therefore, the case proceeded to a jury trial. At trial, the Defendant argued that the value of the property was \$200,000.00 and asked for an additional \$22,250.00 in lost rent (\$222,250.00). The jury awarded a total of \$196,250.00 (fair market value plus lost rent) and by Law, the City is required to pay interest on the verdict in the amount of \$5,298.75. Thus, the Board is requested to approve an additional \$164,371.25 (\$196,250.00 + \$5,298.75 [\$201,548.75], less (-) the previous approval amount of \$36,000.00).

UPON MOTION duly made and seconded, the Board approved the Option and Payment of Jury Trial Verdict.

MINUTES

EXTRA WORK ORDER

* * * * *

UPON MOTION duly made and seconded,

the Board approved

the Extra Work Order

as listed on the following page:

4228 - 4229

The EWO was reviewed and approved
by the Department of Audits, CORC, and
MWBOO unless otherwise indicated.

MINUTES**EXTRA WORK ORDER**

<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 Eng. & Constr.

- | | | | | |
|----|---|-------------|--------------------------------|------|
| 1. | EWO #003, \$58,975.34 - WC 1305, Ashburton Filtration Plant Standby Generator | | | |
| | \$2,482,560.00 | \$31,095.86 | JLN Construction Services, LLC | - 70 |

The Office of Engineering & Construction requests approval of the Proposed Change Order No. 3 to upsize the specified temporary generator from 300kW to 600kW to compensate for the 300kW difference in power that was planned to be provided by the plant's emergency generator. Currently, the plant's emergency generator is non-operable, which was discovered later during construction.

This temporary generator is required to accommodate the plant's critical loads so that the plant maintains the high standards for the water filtration, water quality, and water distribution processes during the scheduled eight-day complete plant shutdown for switchgear modification at the Ashburton Water Filtration 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.

MINUTES**EXTRA WORK ORDER**

<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 Eng. & Constr. - cont'd

The scope of the construction project includes the furnishing and installation of a standby generator at the Ashburton Filtration Plant, in addition to the related site work, including a concrete generator pad, electrical ductwork, and site restoration.

MBE/WBE PARTICIPATION:

The Vendor will continue to comply with Article 5, Subtitle 28 of the Baltimore City Code and the 27.0% MBE and 9.0% WBE goals assigned to the original agreement.

THE EAR WAS APPROVED BY MWBOO ON NOVEMBER 1, 2018.

MINUTES

Mayor's Office of Employment - Grant Awards and an Agreement
Development

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize acceptance of the Grant Award and approve and authorize execution of the agreement. The period of the Grant Award is July 1, 2019 through June 30, 2020.

GRANT AWARDS

1. **THE GOVERNOR'S OFFICE OF CRIME CONTROL AND PREVENTION** **\$ 28,727.00**

Accounts: 4000-431620-6397-456000-404001 (Grant)
 1001-000000-6331-472215-603051 (Cash Match)

The Grant Award is for Pre-adjudication Coordination and Training Evening Reporting Center. The purpose of this Grant Award is to provide services to males between the ages of 14 through 17 years old who are on electronic monitoring/community detention, or have been released to their parents while awaiting their court hearing. These services include programming with the focus on the needs of young men in the areas of mental health, education, social and career development. The award includes a \$3,157.00 cash match requirement of City general funds which been accepted by MOED.

MBE/WBE PARTICIPATION:

N/A

2. **MARYLAND STATE DEPARTMENT OF LABOR, LICENSING AND REGULATION (DLLR)** **\$1,130,000.00**

Account: 5000-506320-6397-483200-405001

The purpose of this Grant Award is for MOED to fund 706 Baltimore City residents ages 14-21 in Youth Works for the MOED summer jobs. Youth will work a minimum of 25 hours per

MINUTES

MOED - cont'd

week and are paid a minimum wage of \$10.10 per hour. Worksites include local businesses, foundations, city and state agencies, individuals and community partners.

MBE/WBE PARTICIPATION:

N/A

- 3. **MARYLAND STATE DEPARTMENT OF LABOR, LICENSING AND REGULATION** **\$449,190.00**

Account: 5000-507820-6397-483200-405001

The FY 19 Summer Youth Connections Grant Award is to fund approximately 280 youth ages 14 and 15 with summer work experiences throughout Baltimore City. Youth are engaged in community service through positions with nonprofits, community groups and government agencies where they are responsible for important services such as, keeping Baltimore parks and open spaces clean, beautifying City neighborhoods and supporting the operation of community libraries and summer camps. This grant is funded with State General funds in the amount of \$224,595.00 and Workforce Innovation and Opportunity Act federal funds in the amount of \$224,595.00.

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

AGREEMENT:

- 4. **BALTIMORE CITY COMMUNITY COLLEGE (BCCC)** **\$115,000.00**

Accounts: 4000-807519-6312-467253-603051
4000-806719-6312-467253-603051
2026-000000-6311-734100-603051

MINUTES

MOED - cont'd

This agreement authorizes the BCCC to provide training in areas of specified by the Maryland Higher Education Commission list of approved Training Providers (accessed through the Maryland Department of Labor, Licensing, and Regulation).

The training will consist of the programs described in the Workforce Innovation and Opportunity Act (WIOA) training programs outline and will include any participant attendance policies, academic benchmarks and the means of measuring achievements, completion standards and the total hours of each course in a certification program. The maximum length of time a participant can remain in training is one-year.

The funds will be drawn from three different accounts (FY19 WIOA Adult, and Casino Support Funds, and FY19 WIOA Dislocated Worker. The amounts drawn from those accounts cannot be determined until the participants are registered.

The accounts and the amounts drawn from those accounts cannot be determined until the participants are registered.

The agreement is late because of additional time necessary to reach a comprehensive understanding between parties.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

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

MINUTES

Space Utilization Committee/Baltimore - Lease Agreement
City Police Department

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a Lease Agreement by and between the State of Maryland on behalf of the University System of Maryland for its constituent institution University of Baltimore, Landlord, and the Mayor and City Council of Baltimore, a Maryland municipal corporation and the Police Department of Baltimore City, Tenant, for the rental of 70,641 square feet of space at 1415 Maryland Avenue and 23,528 square feet of space at 1420 N. Charles Street. The period of the Lease Agreement is effective upon substantial completion of Tenant improvements for five years and will expire at 11:59 p.m. on the last day of the 60th complete calendar month after the commencement date with an option to renew for one 5-year term.

AMOUNT OF MONEY AND SOURCE:

The annual rent will be as follows:

	<u>Monthly</u>	<u>Annually</u>
Year One	- \$109,869.83	\$1,318,366.00
Year Two	- \$112,061.08	\$1,344,733.00
Year Three	- \$114,302.33	\$1,371,628.00
Year Four	- \$116,588.41	\$1,399,061.00
Year Five	- \$118,920.50	\$1,427,046.00

\$400,000.00 **(Additional rent, one-time payment toward Landlord's capital and renewal expenditures and reserves).**

Account: 1001-000000-2003-195700-603013

BACKGROUND/EXPLANATION:

The leased premises will be used for the rental of approximately 94,169 sq. ft. of space for the relocation of the Police Department of Baltimore City Training Academy located 3500 W. Northern Parkway to 1415 Maryland Avenue and 1420 N. Charles Street. The annual rent will increase by 2% each year during the term, including any renewal term.

MINUTES

Space Utilization Committee/Baltimore - cont'd
City Police Department

The Landlord will maintain the premises with adequate heat, electricity, air conditioning, telephone access, and plumbing available for use by the Tenant. It is hereby understood and agreed that the heating and air conditioning system will be kept under a uniform and systematic program of service and repair, the expense of which will be included in the rent. The Landlord will provide and maintain throughout the term, at its sole cost and expense, two strands of fiber through UB's fiber conduit to the demarcation point in the Learning Commons.

The Landlord will provide and maintain throughout the term, at its sole cost and expense, WiFi access and internet access throughout the Premises to the same standards the Landlord provides other buildings throughout the Campus. The Tenant agrees that it will not install any additional wireless access points in the Premises.

All utilities, other than telephone services, will be provided by the Landlord and the cost of the same will be included in the rent. The Landlord will provide housekeeping, janitorial and trash removal services for the premises, using the same standards for these services as the Landlord provides to other buildings throughout the Campus.

The Landlord will not be liable to Tenant for any failure to supply utilities or services for any cause beyond Landlord's reasonable control ("Utility Interruption"), nor will any such interruption or termination relieve Tenant of the performance of any of its obligations under the Lease Agreement. In the event that the Utility Interruption exists for a period of 30 consecutive days, Tenant will have the right to terminate this Lease by providing written notice to Landlord, and upon such termination, neither party will have further rights or obligations under the Lease Agreement. Notwithstanding the foregoing, if the utilities or services are discontinued, stopped, or interrupted for in excess of 24 hours and Tenant is thereby unable to operate its business at the Premises, then (a) the charge or charges for any such service or utilities that are stopped will be abated until such services or utilities are restored, and (b) to the extent there is

MINUTES

Space Utilization Committee/Baltimore - cont'd
City Police Department

a material interference with the operation of Tenant's business due to the Utility Interruption, there will be a full abatement of all Base Rent under the Lease Agreement until such material interference has ceased.

The Tenant will pay for the build out of the space. The cost of the build out is \$2,500,000.00. The Tenant agrees to provide funds to the Landlord to make any repairs to the premises and the entryway to the premises that are required as a result of the carelessness or negligence of Tenant, its agents, employees or invitees, except for the capital items and repairs Landlord is responsible for under the Lease Agreement. The Tenant will keep the premises in a reasonably good condition during the term. Provided that Tenant has actual notice thereof, the Tenant will give the Landlord prompt written notice of any accident or damage to, or defects in, any of the systems or structural elements of the Premises or the entry way, provided that the Tenant shall not be liable for failure to give notice.

The Space Utilization Committee approved this Lease Agreement on September 10, 2019.

A PROTEST WAS RECEIVED FROM SENATOR ANTONIO HAYES, DELEGATES NICK MOSBY, MELISSA WELLS, FRANK CONAWAY, AND COUNCILMAN LEON PINKETT.

From: Hayes, Antonio Senator [<mailto:Antonio.Hayes@senate.state.md.us>]
Sent: Tuesday, September 17, 2019 11:49 AM
To: Taylor, Harriette <Harriette.Taylor@baltimorecity.gov>
Cc: Mosby, Nick Delegate <Nick.Mosby@house.state.md.us>; Wells, Melissa Delegate <Melissa.Wells@house.state.md.us>; Conaway, Frank Delegate <Frank.Conaway@house.state.md.us>; Pinkett, Leon <Leon.Pinkett@baltimorecity.gov>
Subject: Protest

[THIS EMAIL IS FROM AN EXTERNAL SENDER]

Ms Taylor-

Please have this email serve as a protest for the Space Utilization Agenda Item for Baltimore City Police. The attached documents support our protest. This is a protest from Senator Antonio Hayes, Delegates Nick Mosby, Melissa Wells, Frank Conway and Councilman Leon Pinkett.

Senator Antonio L. Hayes
District 40

Begin forwarded message:

From: "Fraling, Matthew" <mfraling@coppin.edu>
Date: June 17, 2019 at 8:34:24 PM EDT
To: Antonio Hayes <antonio.hayes@senate.state.md.us>
Subject: JCR Report and Inquiry Request

Senator: Attached is the JCR Report concerning the Police Training Academy (the specific inquiry request is on page 317) and Coppin's response. I'll see you in the morning.

Matt...

June 12, 2019

Senator Nancy J. King, Chair
Budget and Taxation Committee
3 West Miller Senate Building
11 Bladen Street
Annapolis, Maryland 21401

Delegate Maggie McIntosh, Chair
House Appropriations Committee
121 House Office Building
6 Bladen Street
Annapolis, Maryland 21401

Via Email: Cathy.Kramer@mlis.state.md.us

CC: Sarah Albert
DLS Library and Information Services
90 State Circle
Annapolis, Maryland 21401-1991

RE: 2019_p317_CSU_Report on Assessment of Police Training Facilities

Dear Chairmen:

Please, accept this letter in response to a recent request from the Joint Chairman's Report, Capital Budget Committee meeting held in April 2019. According to the committee narrative, concerns were raised about the creation of a second police training facility in Baltimore City. The committee requested a report, from Coppin State University (CSU), providing an analysis to determine whether the facility is being fully utilized and including the costs associated with the development of a recreation center, and an analysis regarding relocation of the Northwest Police District.

Officials at Coppin State have been in ongoing discussions with city officials, for several years, regarding assistance with the Baltimore Police Academy. University officials resumed discussions in July 2018, regarding a partnership with the police department to host police academy training on the CSU campus, with assistance from CSU faculty in the form of review of the current curriculum for efficiency, and assessment of the current course offerings within the CSU Department of Criminal Justice, to determine whether they align with the necessary course instruction needed for academy training. This assessment was conducted, and a proposal was presented to the Office of the Mayor and to BPD officials, including Commissioner Michael Harrison, in March 2019.

While Coppin State University has, previously, been included in substantive discussions with the City of Baltimore and the Baltimore Police Department regarding a proposal for the university to assist in developing a plan to provide training facilities and instruction for the academy, the

Senator Nancy J. King
Delegate Maggie McIntosh
June 12, 2019
Page 2 of 2

university has not been presented with information that would be needed in order to prepare a report geared toward the committee's request. In fact, no clarity has been given to Coppin State regarding plans for a new facility. Information that we have received has been confusing, and nothing has been shared with the university, directly, despite the several months of resources and faculty that have been dedicated to the development of a proposal that included a provision to allow for academy trainees to receive 18 college credit hours, providing them with the option to pursue a degree in criminal justice, if they chose to do so.

Due to the nature of your request, which includes an analysis of information that Coppin State officials are not privy to, we are unable to provide you with a report that would fulfill the demand of your request, as this information is, solely, within the purview of the Baltimore Police Department and the City of Baltimore. Coppin officials would, certainly, be willing to work with a consulting agency and the Baltimore Police Department to conduct a feasibility study of the status and capability of the current academy location in order to develop a report that would fulfill the committee's request.

Sincerely,

A handwritten signature in blue ink, appearing to read 'M. Thompson', with a large, sweeping flourish extending to the right.

Maria Thompson, Ph.D.
President

RB27
Coppin State University
University System of Maryland

Committee Narrative

Assessment of Police Training Facilities: The committees are concerned about the creation of a second police training facility in Baltimore City prior to ensuring that the current one is fully utilized. A report should be completed of the current training facility, located at the corner of Northern Parkway and Park Heights, which includes a utilization analysis to determine if the facility is being fully utilized. This study should also provide the costs associated with the development of a recreation center at the rear of the facility which faces the fields. Additionally, a feasibility analysis should also be completed that would identify how the Northwest Police District could be relocated to this facility and the costs associated with such an integration.

Information Request	Author	Due Date
Assessment of police training facilities	Coppin State University, in consultation with Baltimore City	July 1, 2019

MINUTES

CLERK'S NOTE: Page 14 - 16, Lease Agreement with the University of Baltimore and Pages 17 - 18, Parking Agreement with University of Baltimore on the September 18, 2019 Board of Estimates Agenda were heard collectively by the Board. Therefore, the testimony and the Board action appears on pages 4237-4264 following the Parking Agreement with the University of Baltimore. Please refer to pages 4237-4264 of the minutes for the testimony on the above referenced related items.

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Space Utilization Committee/Baltimore - Parking Agreement
City Police Department

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a Parking Agreement by and between the State of Maryland on behalf of the University System of Maryland for its constituent Institution University of Baltimore (UB), the Mayor and City Council of Baltimore a municipal corporation and Baltimore City Police Department (BPD) for parking at the Maryland Avenue Garage located at 1111 Maryland Avenue (Parking Facility). The period of the Parking Agreement is effective on commencement date for five years, and will terminate at 11:59 p.m. on the last day of the 60th complete calendar month with an option to renew for one 5-year term.

AMOUNT OF MONEY AND SOURCE:

	<u>Annually</u>	<u>Monthly</u>
Years 1 through 5 -	\$ 69,120.00	\$ 5,760.00 - Reserved Parking
Years 1 through 5 -	\$166,320.00	\$13,860.00 - Transient Parking

Account: 1001-000000-2003-195700-603013

BACKGROUND/EXPLANATION:

The UB will provide to the BPD 80 reserved parking passes and 180 transient parking spaces for use by the BPDs Training Academy at its new locations at 1415 Maryland Avenue and 1420 N. Charles Street.

Upon 30 days written notice to UB, the BPD shall have the right, at any time and from time to time to decrease the number of parking passes accepted. On one or more occasions during the two-year period following the commencement date, upon 60 days prior written notice, the BPD may increase the number of monthly passes up to an aggregate total of 125 spaces. After this two-year period, the UB will use reasonable efforts to accommodate written requests from the BPD to increase the number of passes accepted, but any such increases shall be subject to availability.

MINUTES

Space Utilization Committee/Baltimore - cont'd
City Police Department

The UB agrees to provide to the BPD discounted daily transient parking at the Parking Facility by way of a validation system agreed upon by the UB and the BPD.

The UB agrees that all parking passes and spaces for transient parkers provided to the BPD shall be valid for unreserved spaces in Parking Facility.

The City's and the BPD's obligations under this Parking Agreement are coterminous with the Lease Agreement. The termination of the Lease Agreement shall result in a termination of this Parking Agreement. The UB will receive compensation for periods prior to such termination pursuant to the terms of this Parking Agreement.

The Space Utilization Committee approved the Parking Agreement on September 10, 2019.

A PROTEST WAS RECEIVED FROM SENATOR ANTONIO HAYES, DELEGATES NICK MOSBY, MELISSA WELLS, FRANK CONAWAY, AND COUNCILMAN LEON PINKETT.

President: "The second item on the non-routine agenda can be found on pages 14 - 18, Space Utilization Committee, Baltimore City Police Department Lease Agreement and Parking Agreement. Will the parties please come forward. Senator. No, bring your whole party everybody. Yeah. Yes sir."

Antonio Hayes, Maryland State Senator: "Good morning, Mr. President, Mr. Mayor --"

President: "-- Good morning, Mr. Senator."

Mr. Hayes: "Members of the Board of Estimates. For the record, I'm Senator Antonio Hayes I represent the 40th District in Baltimore

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City, um -- mostly comprised of West Baltimore, but I also serve as the Senate Chair of the Baltimore City Senate Delegation. I want to thank you all for this opportunity. This is my first time appearing before the Board of Estimates, quite a heated morning um --, but I'm glad to see dem-- democracy at work and you guys are able to work out something what's best for the people of our City. Uh -- This is my first and hopefully last time coming here, but I come here on a really important issue. I represent 50% or one of two HBCUs here in Baltimore City, that being Coppin State University. Um -- and as a historically black college and university here in our City. Um -- and I want to thank the Police Commissioner, the Mayor's Office and others the President, Comptroller who have had conversations with us over a period of time, in reference to the Police Academy and it's uh -- relocation. Um -- it -- and I just want to give a little bit of background as far as timeline. In 2008 when I was much younger -- now I'm not saying young -- but I'm still young --"

President: "Youngish."

Mr. Hayes: "Younger, but I was a staff member here in the uh -- previous administration, the Mayor's Office I was instrumental in relocating the current public safety facility from across the street behind City Hall at Guilford up to its current location on Northern Parkway and Park Heights. At that time um -- when I led

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that effort and was the project manager on that we had committed and know -- knowing that folks in that part of the City did not want the Police Academy there. But, we made a commitment that it was best for our Police Department and our Fire Department because they had outgrown this place over here on Guilford and that it would be a temporary fix for about five years. Here we are eleven years later still looking for a more permanent home for that institution. Um -- but I would say in 2015 um -- the idea was introduced and -- and -- by the way my protest was on behalf of all the Baltimore um -- the 40th District Delegation including Delegates Mosby, Wells, and Conaway um -- who could not be here. But then City Councilman Nick Mosby introduced a resolution to the City Council, which was supported my all to actually look into moving the public safety building to Coppin State University. Um -- many here remember that and supported that effort. It was then that the City's Finance Department had committed to doing a feasibility study as such um -- and that was never done. Fast forward to 2019 in my role as Chair of the Baltimore City Senate Delegation, my primary responsibility is to be a leader and um -- champion for the City's priorities. We entered this legislative session in 2019 with the number one priority from Baltimore City being the relocation of the public safety building and we were charged to get funding to do so. Um -- there are several Baltimore

MINUTES

Sun articles that highlight, um -- then Mayor Pugh and oth -- and then Senate President Miller's commitment to making sure this happens. At some point along the way in the middle of the session, I began to hear rumors of moving it to University of Baltimore. And a lot of this, Mr. Mayor -- and -- and the current members here predates your time um -- even serving in these positions, but I know, we all knew that and that was the number one priority of the City at that time and we championed that as a City delegation to make sure that happened. Wh -- and then it brings us to today where um -- we have switched -- we have gone in a different direction, right? And so um -- one of the things that we do in the legislature there is a joint committee report of both budget committees, the Budget Appropriations Committee in the House and the Budget and Taxation Committee in the Senate. And as a result of that being the number one priority they issued a report it's called a Joint Committee Report, which is a publicly released document. Which the Mayor -- the City was to respond to and Coppin State University. Coppin State University explained in its letter that there were negotiations with uh -- the Baltimore City and the City Police Department where there was inconsistent leadership and representation at the time, but for whatever reason the City uh - - withdrew themselves from the conversation. And so one of the things and -- I'm -- I'm looking at the tea leaves here and I --

MINUTES

my political instinct tell me that it's likely that um -- that this Board will go forward with the recommendation of the University of Baltimore. And it's troubling to me and it's troubling to the community. As you all know, the historically black college and universities are currently in a lawsuit with the University of Maryland System because of the duplication of programs at some of the PWIs or what we call predominantly white institutions. And to have the Police Academy and the City partner with a predominantly white institution excluding the opportunity for a HBCU to have any participation uh -- further exasperate the City complicity in that whole uh -- in the -- in the -- purpose of the lawsuit in the beginning. And so if this was to move forward I would ask this Board to consider two things. One as I read the current agreement it allows for a feasibility study to be conducted of the current site at Northern Parkway. I would ask that this uh -- Board include and make a commitment to do a feasibility study to be located at Coppin and or properties owned by Coppin. I think it was in the early 2000s where the City of Baltimore committed a million dollars to dem -- to demolish the Lutheran Hospital site, which remains vacant. It is several acres of land in the middle of West Baltimore that can serve as a state of the art public safety facility. And the second thing is the City and the Police Department has indicated that it has a desire to still keep Coppin

MINUTES

as a part of this process and I want to hold you to that idea of keeping Coppin as a part of this process. And this is how you can do it. If Coppin professors were allowed to teach some of the classes -- and I've heard the Police Commissioner talk about this several time and returning police officers back to the streets and using the civilians to -- to uh -- replace some of those jobs -- If the -- Coppin was to partner with the Police Department and provide some of those classes under the higher education standards. Those ca -- cadets not continuing enrollment cont -- continued enrollment does not qualify towards credits for enrollment. But is -- as cadets if you use Coppin State University professors it would not only help University of Baltimore with the agreement before you, but it will also help Coppin State University and its enrollment. Both institutions are suffering from low enrollment this year and so, I offer those two things as possible um -- I guess for lack of a better word compromises to moving us forward to making sure that our historically black colleges hold -- held up and the City stays to its commitment with the judicial system and making sure your adherence to the Consent Decree. And with that Mr. President, members I end my testimony this morning."

President: "Thank you Senator, thank you very much. Councilman?"

Councilman Leon Pinkett: "Good morning. Uh -- Mr. President--"

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President: "Councilman state your name for the record."

Councilman Pinkett: "I'm sorry. Leon Pinkett Councilman 7th District. Good morning, Mr. President Mr. Mayor, Madam Comptroller, thank you for allowing me to testify this morning. Um -- Senator Hayes has really um -- articulated the reason and justifying -- justification for the reason I stand this morning in protest of the item that's before us. But, I think it's worthwhile to reiterate some of the items that he did um -- already testify um -- as it relates to um -- as was already stated in 2015 Councilman Nick Mosby who represent -- who at that time represented the district that I now represent um -- it did introduce a resolution calling for the relocation of the police academy to um-Coppin. And within that resolution it also called for a feasibility study to occur to determine um -- if this was the appropriate um -- relocation for the site. Um -- and as was stated it was uh -- accepted overwhelmingly by the Council and not only by the Council. It was well-received by the general public actually excited about the opportunity to move the Police Academy to this location. Um - - you know this current proposal uh -- simply looks at UB and doesn't uh -- for uh -- a variety of - for a variety of reasons doesn't have a feasibility study that actually evaluates uh -- Coppin for this relocation. Uh -- I think it's critical that we honor that 2015 resolution um -- and um -- have that feasibility

MINUTES

study that really looks at the possibility of the academy moving to Coppin. Secondly um -- also stated by Senator Hayes um -- there's already a robust criminal justice program at Coppin. To duplicate this at University of Baltimore not only threatens Coppin but it also potentially reinforces the reason that the State finds itself in the lawsuit con -- concerning HBCUs. I don't think that we should be doubling down on uh -- the justification and reason while we're even facing those types of lawsuits on the State level. And then lastly um -- I -- I don't think it should be ignored uh -- the residual impacts of locating uh -- the academy at Coppin uh -- those impacts uh -- relate to quality of life, they relate to a eco -- potential economic impact and I'm not talking about impact on private parcels, I'm talking about impact on parcels that are already controlled by the City or Coppin and um -- Senator Hayes mentioned the old Lutheran site. I think it's critical that when we're making decisions about City resources and an academy is a resource just like any other um -- item or entity that's under our stewardship. When we're making those types of decisions uh - we - we need to be critical in our evalu -- evaluation of where we relocate those -- um -- those are those assets and -- and that police academy becomes an asset. So, this is not a small decision and I -- I don't think that anyone has taken this lightly and we

MINUTES

should not take this decision lightly, but I do implore you that we honor that 2015 resolution and consider Coppin uh -- for the relocation of the police academy, so, thank you sir."

President: "Thank you. Councilman?"

Councilman Isaac "Yitzy" Schleifer: "Good morning. Thank you members of the Board for allowing me to come before you. I want to preface my comments --."

President: "Councilman you need to state your name for the record."

Councilman Schleifer: "I'm sorry. Yitzy Schleifer. I want to preface my comments with this conversation is going back a couple years now with the previous -- it started with the previous administration, but it got us here to where we are today. And so this Board today is going to be making a decision to spend over \$10,000,000.00 taxpayer dollars between City and State funds without first discussing the plans for the vacant hole this is going to create as well as a long-term plan for the academy. Senator stated this goes back 11 years ago it's quite some time um -- and I certainly do not want to be having any more conversations about this in 11 years from now. So, now I'm hoping that we can come up with uh -- a quick resolution on this matter, but I've repeatedly expressed the urgency over the past two years uh -- for a public meeting to decide what would happen next on this site being that it sits squarely in the center of my district and --"

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and I have a lot of questions on the matter that have yet to be answered. And so you know why aren't we investing this \$10,000,000.00 in one of our City-owned properties? Why would we leave the possibility for more blight? And especially in such a high visible intersection in the northwest. And what message are we sending to all the private equity uh -- that we're looking to bring in for the Pimlico Race Track property to spend hundreds of millions of dollars of private money and they get to the corner and they see that the City has an empty building just sitting there. And so you know and -- and to top it all off you know as far as locations across the City are concerned and I understand there's a feasibility study that has already um -- started about the physical location um -- and there's been top-- conversations about it going back many years. But of all locations to move it to a location that was going to require the taxpayers to spend \$78.00 per parking spot for every trainee, every instructor, and anybody else who has to work out of this building simply just doesn't make any sense. And my request to the Board is that the same level of urgency that's being used to move the trainees out of the academy, which I think we all agree the that something needs to change in the academy does need to be improved, is that the same sense of urgency is also used to prevent this corner from being left to vacant. And so my request is that the Board um -- would request

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that within the next 60 days that we have that community engagement as well as having a solution as to what um -- the City is willing to do moving forward on that exact property and thank you very much."

President: "Thank You. Mr. President."

Kobi Little: "Good morning, Mr. President, Board members. I'm Kobi Little. I'm President of the Baltimore NAACP. We're here this morning to echo the sentiments of Senator Hayes and --"

President: "Mr. President pull the mic up some."

Mr. Little: "We are here to echo the sentiments of Sen -- Senator Hayes and the other elected officials who have spoken in opposition to a decision to locate the training center at the University of Baltimore. Today I'd like to highlight three points. The first is for decades we've been dealing with questions of separate and unequal when it comes to education in the State of Maryland. The Governor and the General Assembly have yet to effectively address the underfunding, the deprioritization, and the duplication of programs that undermine HBCUs in Maryland. In our specific instance, the two HBCUs Morgan and Coppin that are in Baltimore. This body and this government have the opportunity with the power invested in this government to do something to lift Coppin State University. Placing the training center at Coppin State University would direct resources to Coppin, would help to develop West

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Baltimore, and would be a message to the people of this City that the elected officials of this City recognize and value our HBCUs and aren't just making decisions because they're politically expedient. So, one the NAACP expects the city's leaders not to fall lockstep with the General Assembly and the Governor, but to do something to support HBCUs, one. Two, we expect the City leadership to explore and to weigh and to discuss the impact of development in West Baltimore as opposed to placing this training center in Midtown, like what's the bang for our buck if we build out in -- in West Baltimore versus placing the training center in Midtown. And then finally as has already been said by the Senator and the two members of the of the Council the people of Baltimore deserve transparency. We deserve a full hearing and a full explanation before there's another decision made. We deserve a full hearing and a full explanation about why there is a reversal on the resolution that was uh -- sponsored by then Councilman Mosby. And so we're here in opposition the NAACP is here in opposition today to a decision to locate at the University of Baltimore and we're not asking anybody to vote against the Consent Decree. We're asking you to take the time to make a reasoned decision that the citizens of Baltimore have the opportunity to understand, thank you."

President: "Thank you, Mr. Commissioner?"

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Police Commissioner, Michael Harrison: "Good morning. Mr. President, Mr. Mayor, Madam Comptroller, members of the Board. Members of our community --"

President: "Mr. Commissioner, State your name."

Police Commissioner: "My name is Michael Harrison. I'm the Police Commissioner for the Baltimore Police Department."

President: "Thank you."

Police Commissioner: "As you know the current training facility is functionally obsolete. It is housed in an abandoned middle school that lacks the design, the space, the technology capacity to provide the type of modern instruction that our recruits and our sworn officers need. The current facility capacity limits our ability to increase the aca -- academy class size so that we can train more officers to put onto the street. Our goal is to have six classes of at least 50 recruits in every single class, every year. We cannot meet this goal in our current facility. The Department of General Services has rated the facility as quote "end-of-life." The cost of rehabilitating the current site or building a new facility at this site will cost upwards of \$50,000,000.00 and will take several years to complete. We cannot wait to find a permanent solution to this problem, although we need a permanent solution to this problem. The Baltimore Police Department has an immediate need to enhance the level of

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instruction and facilities for our officers and for our recruits. Training is the foundation of policing and leads to reductions in crime. Thus high crime is directly related to community trust and officer training. Additionally, we need to move to comply with the terms of this federal Consent Decree as already mentioned. Much of the Decree focuses is on expanded training requirements throughout the Department, which necessitates more days of continual -- continuing training on more topics than ever before. Judge Bredar who oversees our Consent Decree has expressed his concern that the current facility will inhibit our ability to carry out this vast new training curriculum and comply with this Consent Decree. For all of these reasons we must relocate and we must relocate now. After an extensive evaluation I've decided that the best option for the immediate item is to move the police academy to the University of Baltimore. UB has the classroom space for us to build the capacity for the Baltimore Police Department to meet its ambitious yet realistic academy class size goals. It also provides additional space for conducting scenario-based training, which is essential for effective adult learning and teaching officers to think critically in stressful situations for our 300 new recruits and over 2,500 sworn officers annually. Lastly, the academy will be situated in the middle of the City near major transportation routes increasing its public exposure and accessibility. The

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police academy is the front door to the Police Department. The annual cost of the UB will be offset at least in part by savings from relocating from the Northwest facility, which incur heavy -- heavy maintenance and utility costs. I'll defer to the Department of Finance and DGS in just a second on those numbers. But let me say we will not leave that vacant Fire trains there and will remain there. Our Special Operations Division and SWAT is housed there they will remain there. So it's not left vacant it will still be utilized and so the Mayor has committed to a feasibility study and the robust community conversation about the future of Northwest facility. That first meeting is next month. We will continue to plan for the location of a permanent home for the training academy. All options are on the table and we look forward to reviewing multiple pro -- pro -- proposals including one from Coppin or returning to the Northwest, but today I urge you for your critical vote for in -- approving our move to the University of Baltimore, which represents an important and exciting step to transforming the Department into a modern 21st century world-class police force that you all pay for, deserve and expect. Thank you."

President: "Thank you, Mr. Director."

Director of Finance, Henry Raymond: "Good morning President Scott, Mayor Young, Comptroller Pratt, Honorable members of the Board, I'm Henry Raymond, Director of Finance. Uh -- my comments relate

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to the uh -- fiscal transaction. What's been presented to you this morning there's a total cost of \$8.4 million. The present five-year projection for staying at Northern Parkway will be \$8.9 million. So, over the five-year term we would save \$500,000.00 by the relocation. When all units move out of Northern Parkway we believe it will be cost neutral. Now the key to this move is the fact that we will avoid the cost of risks. Presently at Northern Parkway were spending \$200,000.00 to \$400,000.00 per year for unanticipated maintenance and repair costs. By relocating, we will no longer have this risk. Thereby our increased savings moves from half a million to approximately \$1.5 million to \$3 million over the five-year period. So for those reasons I request that the Honorable Board approve the two agenda items that have been presented; the approval of the lease agreement and the approval of the parking arrangement for the University of Baltimore."

President: "Thank you. Just a clarifying question Mr. Director. The Commissioner just said that the rest of the units were staying and you just said that they all were going to be vacating the facility."

Director of Finance: "At some point."

President: "Within that five years, so that in fact -- within the five years everyone's going to be gone including Fire correct?"

Comptroller: "Maybe?"

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Director of Finance: "Well I'll defer to uh -- the Police Commissioner."

President: "Well I -- I don't think he will know what the Fire Chief is planning to do."

Director of Finance: "Right."

President: "Maybe --"

Mayor: "Can I -- can I have a word?"

President: "Yes, Mr. Mayor."

Mayor: "Presently the Fire Department and SWAT will stay in that building."

President: "Thank you. But I think Mr. Mayor what the Finance Director is saying that over the five-year period he expects everyone to be out of the building, correct?"

Director of Finance: "Well if not, we'll still achieve half a million dollars of savings and what -- what we're trying to do is avoid the cost of risk, which is the unanticipated maintenance and repair costs, which have been averaging \$200,000.00 to \$400,000.00 per year. So um -- if it's \$200,000.00 a year that's a million dollars of savings over the five years, if it's \$400,000.00 it's \$2 million."

President: "Yeah, I understand that, but what I want us to do is be clear. We -- we have to be on one accord we got to say if they're going to move out, then we have to say they're going to

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move out and we have to be honest and open. That's how we ended up with all these people here today because we weren't honest and open -- uh -- previous people weren't honest and open with -- with the public about and even elected officials about what's happened here. So, if we know that they're all going to be gone in five years listen you and I've had this discussion I think it's ridiculous that we have the Fire training in two separate locations on one side -- on both sides of town, but we have to be open and transparent with the constituents in the City about that. Ma'am, Madam Director."

Director of General Services, Chichi Nyagah-Nash: "Good morning, Board, Chichi Nyagah-Nash Director of General Services. I do not have any prepared comments I just wanted to make myself available in case there were any questions regarding the collaboration between um -- General Services and the Police Department in preparation for -- for an eventual move."

President: "Yes ma'am. Uh -- before I go to -- to the Comptroller, asked to go first Mr. Mayor."

Comptroller: "Yes, Baltimore City resident are entitled to a lawful policing that protects their rights. The appropriate training of police officers is critical to an effective crime-fighting strategy that focuses both on reducing crime and protecting the legal rights of our citizens. Through -- through revamping the

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police academy, which includes the lease with the University of Baltimore we are able to meet the mandate of the Consent Decree for training of cadets, police officers, command, and administrative staff of the Police Department. The protest submitted by Senator Antonio Hayes, delegates Nick Mosby, Melissa Wells, Frank Conaway, and City Councilman Leon Pinkett included a letter from Coppin University, which detailed its discussions with the City and the Police Department and a proposal to host the police academy training at Coppin university. The Coppin University -- Coppin State University proposal included the opportunity for the police academy trainees to receive 18 college credit hours with the option to pursue a degree in criminal justice. I saw the president of the University of Baltimore yesterday and he is in support of Coppin professors teaching the police academy at the University of Baltimore. Therefore, it is my recommendation that the approval of the lease with the University of Baltimore be conditioned upon the inclusion of Coppin professors in the training at the police academy. Coppin's inclusion in the solution to improve policing and crime reduction in Baltimore would be an added benefit to our residents and meeting the requirements of the Consent Decree -- Decree. In addition a letter dated from the Mayor, dated July 23, 2019 states that a study be commissioned and include significant input from the affected residents, elected

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officials, and other stakeholders. I am in agreement with Councilman Schleifer that a follow-up report of the status and a timeline of what the administration plans are for the facil -- facility be reported to this Board within 60 days."

President: "Thank you and Madam Comptroller to the end also I just want to say that we all know that the federal judge overseeing the Consent Decree has basically mandated that we need a training facility. At the same time I couldn't be more disappointed that commitments that were made to the citizens and elected officials were not met. We were promised engagement that never happened. They were promised meetings that never happened, and we know what the academy has meant to that community, and we also know the discussions that were had with the Senator, the now delegate and the new councilman about Coppin State University. We have to understand that Northwest and West Baltimore are just as important as Central Baltimore and we have to make sure that that continues to move forward and we have to put that in everything that we do. So, I'm actually going to abstain on this vote when we have it because I believe that we have to do a better job of keeping our word and if we were not for uh -- basically a mandate of the Consent Decree I would vote no. Simply not because I'm against these things so against what we're doing, but because we have to be open and transparent at every turn. We understand that things

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change that administrations change, that no one up here made -- made those decision. They were made before this Mayor took office, but we have to be open and transparent in every cause. Mr. Mayor."

Mayor: "Thank you Mr. President. I just wanted to respond to Council -- Councilman Schleifer. Um -- I think you got a letter that's -- that says there's going to be a community listening tour on October 30th at -- from 7:00 to 9:00 p.m. to be held at the Jewish Community Center of Greater Baltimore at 5700 Park Heights Avenue. So, we do have a listening tour scheduled for your community up there, so you said we didn't have it."

Councilman Schleifer: "Can -- can I respond to that Mr. President?"

Comptroller: "They changed the date."

President: "The Comptroller just explained it -- explaining it to the Mayor, Mr. Councilman. Thank you. Uh -- I will entertain a motion."

City Solicitor: "Mr. -- Mr. President with your permission if -- if we can have Mr. uh -- Commissioner Harrison approach the mic for just a couple of questions?"

President: "And actually and -- and also we just want to for the -- for the record say that we are going to also call the third item on the non -- non-routine agenda uh --, which is the Baltimore Development Corp, no yeah we called both for them already. Sorry we're good to go, thank you."

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City Solicitor: "Mr. Harrison would you approach please?"

President: "Mr. Commissioner."

Police Commissioner: "Thank you for indulging me one more time. I am absolutely in favor of allowing professors from Coppin to be adjunct instructors at our police academy, but before we -- before we all agree to that there are specifications that you very well know with Consent Decree requirements and Maryland state training requirements that require sworn members of the Department to teach the majority of the courses. When appropriate an adjunct instructor could come in. But we have to remember to do that in a way that if that instructor is -- because that's why we want to have permanent instructors, so that when an instructor is absent the course is still taught and in the -- in the interest of having adjunct instructors who are not members of our Department and we can't control whether or not they're going to be there because of other obligations, as long as we make sure that when they make that agreement it's really a binding agreement, that they will be there to teach so that instructions will go on even if they are absent. Somebody in their absence who has the -- the skill set to teach that course actually teaches the course so that we're not stuck becoming non-compliant because an outside instructor could not show or did not show for some reason."

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City Solicitor: "Commissioner Harrison just a couple of questions. It was before you were appointed of course, but do you know -- you do know in fact that Judge Bredar, the federal judge presiding over the Consent Decree implementation process, actually visited the existing training facility on Northern Parkway?"

Police Commissioner: "He did."

City Solicitor: "And he spent some four hours or so touring the facility uh -- meeting with the staff, meeting with officers, meeting with internal affairs officers, and others to discuss the training that goes on there correct?"

Police Commissioner: "He did. Yes sir."

City Solicitor: "And you mentioned in your earlier comments that the Judge has brought a certain urgency to the need for the Baltimore City Police training facility to be relocated, is that correct?"

Police Commissioner: "That is correct."

City Solicitor: "That's something of an understatement isn't it?"

Audience: "What about our schools?"

Police Commissioner: "That is an understatement."

City Solicitor: "He has made it very clear that he does not believe that --"

Audience: Inaudible remarks.

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President: "Ms. Kim, please. Ms. Trueheart."

City Solicitor: "He has made it very clear isn't it true that he does not believe that we will make any kind of progress unless and until we stand up an adequate training facility."

Ms. Trueheart: "Stand up for the children."

President: "Ms. Trueheart."

Police Commissioner: "That was the sentiment of the judge."

City Solicitor: "In fact --"

Police Commissioner: "In my very first weeks here that was his sentiment."

City Solicitor: "In fact just yesterday, just yesterday the Judge issued an order approving the second year of monitors plan and there are four pages in that plan you mentioned it earlier that is all devoted to training, isn't that true."

Police Commissioner: "Yes sir."

City Solicitor: "And in fact this training is focused on stops, arrests, detention, sexual assault, all the things that are so critically important to the improvement of Baltimore City police, isn't that true?"

Police Commissioner: "That is true."

City Solicitor: "And you expect to be able to move into this new facility once this Board approves it within six months correct?"

Police Commissioner: "Sooner than that, yes sir."

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City Solicitor: "Sooner than that. Thank you very much Commissioner Harrison."

President: "Thank you."

City Solicitor: "Mr. President if the Board is prepared for motion?"

President: "Yes? Senator."

Senator Hayes: "I'm sorry. I'm new to this again. So, there was two recommendations one that we use the professors and one -- is that motion made?"

City Solicitor: "I'm about to make it Senator."

President: "Yes, that's happening. Thank you. Thank you, Senator."

City Solicitor: "Mr. President, members of the Board, uh -- I'm -- I'm prepared to make a motion uh -- that the recommendation be approved with the following conditions Number one, that consistent as explained by the Commissioner with Maryland law regarding certification of law enforcement training facilities and the commitment of Coppin State Administration that every effort be made to include as adjunct professors suitably qualified in the new training facility, whether it's at the University of Baltimore a Coppin or anywhere else, that Coppin the University Professors be included in the -- uh -- the cohort of faculty who will train our police officers; both new officers as well as existing officers and in-service training. Again consistent with the Consent Decree

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and Maryland state law. Number two, Mr. President the motion is conditioned on a -- the uh -- continued feasibility approach to the existing facility at north uh -- Northern Parkway and Park Heights Avenue consistent with the Councilman's recommendations and the Comptroller's recommendations and that this Board expect within 60 days a further report on the effort to identify the best and highest use for that facility regardless of what happens with the Fire department or any other present use of that building. And then finally Mr. President my motion is conditioned on -- within a reasonable period of time and not before -- not after any renewal of the University of Baltimore lease uh -- is undertaken that a comprehensive report be submitted to this Board outlining what additional efforts can and should be made and what achievements can be made working with the Coppin University administration to locate a police training facility at Coppin or in a City-owned building in the Coppin neighborhood and what steps will be necessary to make that happen in consultation with the Police Commissioner, the City Real Estate Office, uh -- Department of General Services and our elected officials, whose presentations here today the Board deeply appreciates. That is my motion, Mr. President."

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Comptroller: "I second."

President: "All those in favor say AYE. President **ABSTAINS**. The motion carries. The third item on the uh -- we are going to pause for one second, Mr. Mayor."

Mayor: "After I make this little comment. I just want to assure everybody that I agree to the staffing everybody that I agree from Coppin to be at the University of Baltimore and the commitment to do a feasibility study of City owned property as well as Coppin. That is my commitment. Thank you."

* * * * *

MINUTESSpace Utilization Committee - Communications License Agreement**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of the Communications License Agreement with Sprint Spectrum L.P., Licensee, for a rental of a portion of the tower located at 2801 St. Lo Drive. The agreement is effective upon Board approval for five years, with the option to renew for three 5-year periods.

AMOUNT OF MONEY AND SOURCE:

<u>Year</u>	<u>Annual</u>
2019	\$43,000.00
2020	\$44,720.00
2021	\$46,508.80
2022	\$48,369.15
2023	\$50,303.92

BACKGROUND/EXPLANATION:

The premises will be used for cellular telephone communication.

The City will be responsible for the maintenance of the towers. The Licensee will be responsible for liability insurance, utilities, maintenance of the area and repairs to their equipment and complying with all FCC and FAA rules and regulation.

The Space Utilization Committee approved the Communications License Agreement on September 10, 2019.

UPON MOTION duly made and seconded, the Board approved renewal of the Communications License Agreement with Sprint Spectrum L.P., Licensee, for a rental of a portion of the tower located at 2801 St. Lo Drive.

MINUTES

Department of Real Estate - Renewal of Lease Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize renewal of the Lease Agreement with Cunningham Communications, Inc., Lessor, for the rental of a portion of a 400 ft. multi-unit broadcast tower, together with a portion of a building, fence, and other improvements located at 3900 Hooper Avenue. The period of the renewal is October 1, 2019 and end on September 30, 2022.

AMOUNT OF MONEY AND SOURCE:

<u>Monthly</u>	<u>Annual</u>	<u>Year</u>
\$14,188.93	\$170,267.14	Oct. 1, 2019 - Sept. 30, 2020
\$14,756.49	\$177,077.82	Oct. 1, 2020 - Sept. 30, 2021
\$15,346.74	\$184,160.93	Oct. 1, 2021 - Sept. 30, 2022

Account: 2042-000000-1474-165700-603013

BACKGROUND/EXPLANATION:

The premises will continue to be used for the operation and maintenance of antennas and equipment storage in conjunction with the 800-Megahertz system for the Baltimore City Office of Information and Technology and the Baltimore Police Department and Fire Department.

On October 15, 1997 the Board approved the original Lease Agreement for ten years with an option to renew for two 3-year terms.

On May 28, 2014 the Board approved a new lease agreement with an option to extend the three automatic 3-year periods.

The Lessor will be responsible for maintenance and repairs, roof and all common areas of the building.

MINUTES

Department of Real Estate - cont'd

The City will be responsible for utilities, liability insurance, maintenance and repairs to equipment. The City will remove its property within 30 days of the termination of the lease or the property will be deemed to be the property of the Lessor and the Lessor may remove it at the City's expense.

UPON MOTION duly made and seconded, the Board approved renewal of the Lease Agreement with Cunningham Communications, Inc., Lessor, for the rental of a portion of a 400 ft. multi-unit broadcast tower, together with a portion of a building, fence, and other improvements located at 3900 Hooper Avenue.

MINUTES

Department of Real Estate - Renewal of License Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize renewal of a License Agreement with The Towers of Harbor Court Condominium, Licensor, for the rental of a portion of the premises located at 10 E. Lee Street, being the roof of the East Tower building consisting of approximately 841 sq. ft.

AMOUNT OF MONEY AND SOURCE:

<u>Annual</u>	<u>Monthly</u>
\$86,833.64	\$7,236.14

Account: 2042-000000-1474-165700-603013

BACKGROUND/EXPLANATION:

On September 30, 1997, the Board approve the original agreement with an option to renew for an additional nine one-year periods.

On October 25, 2017, the Board approved a new agreement for an initial term of one year beginning on October 1, 2017 with an option to renew for an additional nine one-year periods. This will be the third renewal.

The premises will be used for the operation and maintenance of antennas, in conjunction with the 800-Megahertz system for the Fire and Police Departments of Baltimore City.

The Licensor will be responsible for maintenance and repairs, roof and all common areas of the building and utilities. The City will be responsible for liability insurance, maintenance and repairs to equipment.

MINUTES

Department of Real Estate - cont'd

UPON MOTION duly made and seconded, the Board approved and authorized execution of the License Agreement with The Towers of Harbor Court Condominium, Licensor, for the rental of a portion of the premises located at 10 E. Lee Street, being the roof of the East Tower building consisting of approximately 841 sq. ft.

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 W.I.T.H. Enterprises, LLC, Developer, for the sale of the City-owned property located at 4009 8th Street.

AMOUNT OF MONEY AND SOURCE:

\$3,000.00

BACKGROUND/EXPLANATION:

The project will involve the complete rehabilitation of the vacant building at 4009 8th Street for use as a single-family rental in the Brooklyn neighborhood.

The City is authorized to dispose of the property by virtue of the provisions of Article II, Section 15 of the Charter of Baltimore City (as amended); Article 13 of the Baltimore City Code (as amended), which established the Department; and Article 28, Subtitle 8 of the Baltimore City Code (as amended).

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

Pursuant to the Appraisal Policy of Baltimore City, the Waiver Valuation Process was used and the Department determined the property located at 4009 8th Street to be valued at \$4,000.00. The property is being sold for \$3,000.00.

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,

MINUTES

DHCD - cont'd

- the sale will help eliminate blight from the neighborhood, and
- the sale will return the property to the City's tax rolls.

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 W.I.T.H. Enterprises, LLC, Developer, for the sale of the City-owned property located at 4009 8th 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 PB Holding, LLC, Developer, for the sale of the City-owned property located at 2623 and 2715 Boone Street.

AMOUNT OF MONEY AND SOURCE:

\$4,400.00 - 2623 Boone Street
 4,400.00 - 2715 Boone Street
\$8,800.00

BACKGROUND/EXPLANATION:

The project will involve the complete rehabilitation of the vacant buildings into single-family homes, which will be sold to homebuyers at market rate.

The authority to sell the properties is given under Baltimore City Code, Article 13, §2-7(h) of the Baltimore City Code.

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

Pursuant to the Appraisal Policy of Baltimore City, the Waiver Valuation Process was used by the Department to determine the properties located at 2623 and 2715 Boone Street were valued at \$8,790.00 each and the properties will be sold for \$4,400.00 each.

The properties 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 help eliminate of blight from the neighborhood,

MINUTES

DHCD - cont'd

- facilitate owner-occupied home ownership,
- create jobs during the reconstruction, and
- the sale will return the properties to the City's tax rolls.

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 PB Holding, LLC, Developer, for the sale of the City-owned property located at 2623 and 2715 Boone Street.

MINUTES

DHCD - cont'd

MWBOO GRANTED A WAIVER ON MARCH 25, 2019.

- | | | |
|----|---|---------------------|
| 3. | RESERVOIR HILL IMPROVEMENT COUNCIL, INC. | \$ 60,000.00 |
| | Accounts: 2089-208919-5930-428091-603051 | \$ 29,000.00 |
| | 2089-208919-5930-428083-603051 | \$ 16,000.00 |
| | 2089-208919-5930-428081-603051 | \$ 15,000.00 |

The Reservoir Hill Improvement Council, Inc. will provide information to residents regarding local community development activities, organize neighborhood cleanups, and conduct crime awareness activities. The funds will be utilized to subsidize the agency's staff and operating costs for one year. The period of the agreement is November 1, 2018 through October 31, 2019.

FOR FY 2019, MBE AND WBE PARTICIPATION GOALS FOR THE ORGANIZATION WERE SET ON THE AMOUNT OF \$0.00.

MWBOO GRANTED A WAIVER ON FEBRUARY 12, 2019.

- | | | |
|----|--|---------------------|
| 4. | CREATIVE ALLIANCE, INC. | \$ 80,000.00 |
| | Accounts: 2089-208919-5930-531126-603051 | \$ 20,000.00 |
| | 2089-208919-5930-531130-603051 | \$ 60,000.00 |

Creative Alliance, Inc. will utilize the funds to provide after-school activities and a summer arts program for youth. The organization will also provide a New Resident program for immigrant and refugee groups residing in Southeast Baltimore. The period of the agreement is September 1, 2018 through August 31, 2019.

FOR FY 2019, MBE AND WBE PARTICIPATION GOALS FOR THE ORGANIZATION WERE SET ON THE AMOUNT OF \$365,116.00.

MBE: \$98,581.32

WBE: \$36,511.60

MINUTES

DHCD - cont'd

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

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 1220 Mosher Street, (Block 0065, Lot 011), by gift from APP Consulting Group, 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.

APP Consulting Group, LLC has offered to donate to the City, title to the property located at 1220 Mosher Street. With the Board's approval, the City will receive clear and marketable title to the property, 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 July 29, 2019, other than water bills, are as follows:

MINUTES

DHCD - cont'd

1220 Mosher Street

Tax Sale Cert. #338426	10/24/2018	\$6,186.62
Real Property Tax	2019/2020	117.44
Real Property Tax	2018/2019	Incl. in 2018 Tax Sale
Real Property Tax	2017/2018	Incl. in 2018 Tax Sale
Real Property Tax	2016/2017	Incl. in 2018 Tax Sale
Miscellaneous	7320096	Incl. in 2018 Tax Sale
Miscellaneous	7950280	Incl. in 2018 Tax Sale
Miscellaneous	8111288	Incl. in 2018 Tax Sale
Miscellaneous	8203747	Incl. in 2018 Tax Sale
Miscellaneous	8427023	Incl. in 2018 Tax Sale
Miscellaneous	8742728	158.25
Miscellaneous	8808487	185.40
Environmental Fine	54607205	1,500.00
Registration	825145	<u>1,396.20</u>
Total Taxes Owed		\$9,543.91

UPON MOTION duly made and seconded, the Board approved and authorized acquisition of the leasehold interest in the property located at 1220 Mosher Street, (Block 0065, Lot 011), by gift from APP Consulting Group, 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 interest in the property located at 1224 Mosher Street, (Block 0065, Lot 013), by gift from APP Consulting Group, 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.

APP Consulting Group, LLC has offered to donate to the City, title to the property located at 1224 Mosher Street. With the Board's approval, the City will receive clear and marketable title to the property, 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 July 29, 2019, other than water bills, are as follows:

MINUTES

DHCD - cont'd

1224 Mosher Street

Tax Sale Cert. #338427	10/24/2018	\$4,735.51
Real Property Tax	2019/2020	117.44
Real Property Tax	2018/2019	Incl. in 2018 Tax Sale
Real Property Tax	2017/2018	Incl. in 2018 Tax Sale
Real Property Tax	2016/2017	Incl. in 2018 Tax Sale
Real Property Tax	2014/2015	Incl. in 2018 Tax Sale
Miscellaneous	6661516	Incl. in 2018 Tax Sale
Miscellaneous	6946305	Incl. in 2018 Tax Sale
Miscellaneous	8111221	Incl. in 2018 Tax Sale
Miscellaneous	8808263	164.80
Environmental Fine	54606926	1,500.00
Registration	825145	<u>1,396.20</u>
Total Taxes Owed		\$7,913.95

UPON MOTION duly made and seconded, the Board approved the acquisition of the leasehold interest in the property located at 1224 Mosher Street, (Block 0065, Lot 013), by gift from APP Consulting Group, 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 interest in the property located at 1228 Mosher Street, (Block 0065, Lot 017), by gift from APP Consulting Group, 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.

APP Consulting Group, LLC has offered to donate to the City, title to the property located at 1228 Mosher Street. With the Board's approval, the City will receive clear and marketable title to the property, 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 July 29, 2019, other than water bills, are as follows:

MINUTES

DHCD - cont'd1228 Mosher Street

Tax Sale Cert. #338429	10/24/2018	\$2,735.44
Real Property Tax	2019/2020	117.44
Real Property Tax	2018/2019	Incl. in 2018 Tax Sale
Real Property Tax	2017/2018	Incl. in 2018 Tax Sale
Real Property Tax	2016/2017	Incl. in 2018 Tax Sale
Miscellaneous	8808289	164.80
Environmental Fine	54607189	1,500.00
Registration	825145	<u>845.00</u>
Total Taxes Owed		\$5,362.68

UPON MOTION duly made and seconded, the Board approved the acquisition of the leasehold interest in the property located at 1228 Mosher Street, (Block 0065, Lot 017), by gift from APP Consulting Group, 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 interest in the property located at 1230 Mosher Street, (Block 0065, Lot 016), by gift from APP Consulting Group, 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.

APP Consulting Group, LLC has offered to donate to the City, title to the property located at 1230 Mosher Street. With the Board's approval, the City will receive clear and marketable title to the property, 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 July 29, 2019, other than water bills, are as follows:

MINUTES

DHCD - cont'd1230 Mosher Street

Tax Sale Cert. #338430	10/24/2018	\$4,302.00
Real Property Tax	2019/2020	117.44
Real Property Tax	2018/2019	Incl. in 2018 Tax Sale
Real Property Tax	2017/2018	Incl. in 2018 Tax Sale
Real Property Tax	2016/2017	Incl. in 2018 Tax Sale
Real Property Tax	2015/2016	Incl. in 2018 Tax Sale
Miscellaneous	7325673	Incl. in 2018 Tax Sale
Miscellaneous	7335557	Incl. in 2018 Tax Sale
Miscellaneous	7391782	Incl. in 2018 Tax Sale
Miscellaneous	7439078	Incl. in 2018 Tax Sale
Environmental Fine	52696168	1,103.68
Environmental Fine	54607197	1,500.00
Registration	825145	<u>1,396.20</u>
Total Taxes Owed		\$8,419.32

UPON MOTION duly made and seconded, the Board approved the acquisition of the leasehold interest in the property located at 1230 Mosher Street, (Block 0065, Lot 016), by gift from APP Consulting Group, 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 fee simple interest in the property located at 215 Furrow Street, (Block 0239, Lot 021), by gift from Federal National Mortgage Association c/o Raj Singh, 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.

Federal National Mortgage Association c/o Raj Singh has offered to donate to the City, title to the property located at 215 Furrow Street. With the Board's approval, the City will receive clear and marketable title to the property, 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 August 20, 2019, other than water bills, are as follows:

MINUTES

DHCD - cont'd215 Furrow Street

Real Property Tax	2019-2020	\$117.44
Miscellaneous	8744005	159.00
Environmental	54618939	<u>Incl. in Tax Sale</u>
Total Taxes Owed		<u>\$276.44</u>

UPON MOTION duly made and seconded, the Board approved the acquisition of the fee simple interest in the property located at 215 Furrow Street, (Block 0239, Lot 021), by gift from Federal National Mortgage Association c/o Raj Singh, 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 2227 W. Pratt Street, (Block 0239, Lot 051), by gift from Dae I Kim and Dae Un Kim, Owners, 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.

Dae I Kim and Dae Un Kim have offered to donate to the City, title to the property located at 2227 W. Pratt Street. With the Board's approval, the City will receive clear and marketable title to the property, 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 September 12, 2019, other than water bills, are as follows:

MINUTES

DHCD - cont'd

2227 W. Pratt Street

Real Property Tax	2019-2020	\$ 117.44
Real Property Tax	2018-2019	\$ 112.80
Real Property Tax	2017-2018	\$ 112.50
Real Property Tax	2016-2017	\$ 117.72
Real Property Tax	2015-2016	\$ 134.28
Real Property Tax	2014-2015	\$ 202.18
Real Property Tax	2013-2014	\$ 167.40
Real Property Tax	2012-2013	\$ 185.38
Real Property Tax	2011-2012	\$ 213.32
Real Property Tax	2010-2011	\$ 218.74
Real Property Tax	2009-2010	\$ 287.02
Tax Sale Fees	2015-2018	\$ 51.34
Miscellaneous Bills	3029170	\$ 273.53
Miscellaneous Bills	3183480	\$ 100.00
Miscellaneous Bills	4869061	\$ 285.72
Miscellaneous Bills	5012018	\$ 484.68
Miscellaneous Bills	5091137	\$ 330.38
Miscellaneous Bills	5181623	\$ 363.15
Miscellaneous Bills	5286174	\$ 304.96
Miscellaneous Bills	5824917	\$ 235.51
Miscellaneous Bills	5843875	\$ 214.93
Miscellaneous Bills	6163190	\$ 358.17
Miscellaneous Bills	6261267	\$ 212.98
Miscellaneous Bills	6386346	\$ 198.74
Miscellaneous Bills	6428700	\$ 330.56
Miscellaneous Bills	6578223	\$ 198.36
Miscellaneous Bills	6618078	\$ 182.15
Miscellaneous Bills	6629695	\$ 353.41
Miscellaneous Bills	6775449	\$ 313.36
Miscellaneous Bills	7324817	\$ 241.48
Miscellaneous Bills	7428857	\$ 242.41
Miscellaneous Bills	7799539	\$ 232.00

MINUTES

DHCD - cont'd

Miscellaneous Bills	8073116	\$ 210.40
Miscellaneous Bills	8223471	\$ 151.45
Miscellaneous Bills	8500126	\$ 273.11
Miscellaneous Bills	8661332	\$ 179.20
Footway Paving Bill	Na	\$ 464.00
Total Taxes Owed:		\$8,654.76

UPON MOTION duly made and seconded, the Board approved the acquisition of the leasehold interest in the property located at 2227 W. Pratt Street, (Block 0239, Lot 051), by gift from Dae I Kim and Dae Un Kim, Owners, SUBJECT to municipal liens, interest, and penalties, other than water bills.

MINUTES

Baltimore Development Corporation - Development and Funding
Agreement - Rash Field Park

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Development and Funding Agreement with the Waterfront Management Authority (WMA) to manage the redevelopment of Rash Field in the Inner Harbor.

AMOUNT OF MONEY AND SOURCE:

\$7.5 Million - City funds (appropriated by the Mayor and City Council in the FY 2016/17/18/19 Capital Improvement Program budgets)

\$2 Million - (funds awarded by a 2014 State of Maryland "bond bill" for Inner Harbor Infrastructure)

\$4 Million requested by BDC in the City's six-year Capital Improvement Program.

The WMA will be responsible for raising additional funds necessary to complete the Rash Field Plan.

BACKGROUND/EXPLANATION:

In 2013, the City released the "Inner Harbor 2.0" Master Plan, which set forth recommendations to improve the 40-year-old Inner Harbor. One of the priority recommendations was to completely redesign Rash Field, an underused park space in the Inner Harbor, into a valuable civic space that could improve connectivity between the Inner Harbor and surrounding neighborhoods while advancing seeking competitive bids."

Over the past four years in designing and planning for the Rash Field redevelopment and through the public process of soliciting input from the various community constituents. The BDC and the WMA have sought from experienced site work experts input and guidance

MINUTES

BDC - cont'd

on the scope and budget for the project. Ads were run in the Baltimore Sun and Baltimore Business Journal publicizing the intent to issue a Request for Qualifications (RFQ) of a contractor to perform pre-construction and construction services and directed interested companies to the Waterfront Partnership's website to submit their contact information.

Each set of qualifications from those responding was scored by staff from the BDC, the WMA, CapEx Advisory Group (owner's representative) and Mahan Rykiel (principal design firm), the team of reviewers and members of the advisory team, including experienced construction personnel from the WMA's Board of Directors and the Parks & People Foundation. Each firm was invited to interview. After interviews, the team invited the five highest scoring firms to submit proposals.

Those firms participated in a pre-proposal walkthrough from, which generated a series of questions. All questions were responded to and posted under the Q&A section at rashfield.org/rfp (all respondents had access to the website). Again, staff and CapEx and Mahan Rykiel scored each of the proposals based on their qualifications, interview responses, and anticipated costs for pre-construction and construction (including general conditions and a fee markup percentage). The advisory team narrowed the list of firms under consideration to the three, which were invited to submit improved offers. Based on the revised proposals, the team recommended The Whiting-Turner Contracting Company based on their qualifications, interview and financial proposal, and the WMA intends to enter into a contract for construction upon approval of this agreement by the Board of Estimates.

As the process of vetting potential contractors to perform the improvements to Rash Field has already been undertaken, no advantage would inure to the City to repeat the process. The Department of Finance has reviewed this matter and has recommended that proceeding with the Rash Field project pursuant to the Development and Funding Agreement between the City and the WMA,

MINUTES

BDC - cont'd

with work to be performed by the contractor as recommended through the process as described, the Healthy Harbor initiative to clean up the city's most important natural amenity. In 2015, an RFP for design services was released by the Waterfront Partnership (the "Partnership"), which manages the Inner Harbor area on behalf of the WMA, and a panel of City officials and community leaders selected Mahan Rykiel to lead the design effort. The Partnership and Mahan Rykiel solicited feedback from hundreds of residents at three public input sessions in 2016, as well as through an online campaign and project website. The project designs were further influenced by five presentations to the City's Urban Design and Architectural Review/Advisory Panel in 2016, 2017, and 2018.

Within the Inner Harbor, capital projects have historically been managed by either the Department of Transportation or the Department of Recreation and Parks. During this design process, both agencies were approached about managing the construction of this project. Neither agency was able to commit to managing the construction of Rash Field but both supported a concept whereby the Partnership, under an agreement with the City and BDC acting as the City's project representative, would manage the construction contract and process related to this Park.

This agreement will set forth the terms on which the City will: (1) engage the WMA for the purpose of renovating Rash Field Park in accordance with the Rash Field Plan; (2) commit to the funding set forth herein; (3) reimburse or advance funds to the WMA for the Actual Costs of the Rash Field Project; (4) review and inspect the Rash Field Project; and (5) enter into subsequent management arrangements with the Partnership upon the successful completion of the Rash Field Project.

The City and the WMA acknowledge that only a portion of the Rash Field Plan can be implemented with the City Contribution and that the WMA will need to raise additional funds, with the City's active support and cooperation, to implement the balance of the Rash Field Plan. Accordingly, this Agreement may continue as the parties may agree beyond the period needed to implement the phase of the Rash Field Plan to be funded by the City Contribution.

MINUTES

BDC - cont'd

**STATEMENT OF PURPOSE AND RATIONALE FOR EXCEPTION OF A CITY
PROCUREMENT**

Article VI, Section 11(e)(i) of the City Charter describes the circumstances/conditions under which the public bidding process may not be used and the public bidding process for the redevelopment of Rash Field may be dispensed with for the reasons stated above.

A PROTEST WAS RECEIVED FROM KIM TRUEHEART.

Kim A. Trueheart

September 17, 2019

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

Dear Ms. Taylor:

Herein is my written protest on behalf of the underserved and disparately treated citizens of the Baltimore City who appear to be victims of a lack of vision, poor fiscal planning and management and failure to capitalize on strategic investment opportunities in our youth by each of the elected officials of Baltimore City and the various Departments and Agencies.

The following details are provided to initiate this action as required by the Board of Estimates:

1. Whom you represent: Self as Director of the Liberty Village Project of Baltimore City.
2. What the issues are:
 - a. Page 41. BDC - Development and Funding Agreement –Rash Field, if approved:
 - i. Fails to disclose details of the “public process of soliciting input from the various community constituents”.
3. How the protestant will be harmed by the proposed Board of Estimates’ action: The expenditures approved by this board if strategically organized, could lead the City in transforming recreational opportunities across Baltimore City. Rash Field, in the Inner Harbor, represents a jewel for all residents yet it is often deemed off-limits to youth of color. Specifically, by providing well maintained city-owned recreational facilities the operations at these facilities can be enhanced to offer high quality programming and services to everyone and voices of all must be included.
4. The remedy I seek and respectfully request is that this action be delayed until:
 - a. The outreach and inclusion of the voices of youth of color must be embraced and fostered in municipal spending.
 - b. BDC’s business practices have historically been viewed as marginalizing voices of members of our underserved communities and failed to provide outcomes that benefit these community members.

I look forward to the opportunity to address this matter in person at your upcoming meeting of the Board of Estimates on September 18, 2019.

If you have any questions regarding this request, please telephone me at (443) 255-9413.
Sincerely, Kim Trueheart, Citizen & Resident

5519 Belleville Ave
Baltimore, MD 21207

MINUTES

President: "Third item on the non-routine agenda can be found on pages 41 to 44, Baltimore Development Corporation Development and Funding Agreement. We received a one letter of protest, will the parties please come forward. Ms. Trueheart."

Ms. Kim Truehearth: "Good morning."

President: "Good morning Ms. Trueheart."

Ms. Trueheart: "I will be very pleased when the composition to this Board changes to just our elected officials um -- and that certain individuals leave because I absolutely don't think they represent the citizenry of this City. Um -- I'm here because historically the Baltimore Development Corporation has not represented the interests of the African American community very well. This particular item on the Board is about redesigning the jewel of Baltimore in terms of our Inner Harbor properties and yet the verbage included in this item talks of community engagement for input around what that design should be and how it was focused on connecting Rash Field to the surrounding neighborhood. I find that offensive because the Inner Harbor is an asset for all of Baltimore all its residents and if the design, redesign of Rash Field is only to serve those folks who live around it they don't generally look like me, they don't generally include the young

MINUTES

people of our City, who have been known to frequent that area downtown and often don't feel welcome. So, my question and reason for protests is did the Baltimore Development Corporation along with the Waterfront Partnership reach out to young folks who look like me, who use that facility, and ask them what features they'd like to see in the redesign of Rash Field. And if they can't tell us -- because they said they reached out to community I want some data. I want to know what communities did they reach out to. What was the composition of the people that they communicated with um -- and -- and if it is not diverse. You Mr. President have been talking about equity in City business um - I'd like to make sure that this process reflected equitably across the City in terms of our interest. Um -- you know it offends me every Wednesday right to -- to look at the things that get spent here without great leadership and scrutiny and inclusivity and it -- it's amazing. The last protest item on this agenda about the Police Department stop throwing money at them you know our babies need help. Make the Inner Harbor welcoming for our children. Fix our schools. You put in \$500,000,000.00 a year in the Police Department and then today you going to throw another \$8,000,000.00 at them, come on son.

MINUTES

President: "Thank you Ms. Kim. And then we're going to hear from them -- hear from them when you finish and then when we -- we have some follow-up for you about the project."

Ms. Trueheart: "Thank you."

President: "Thank you. Sir."

Daniel Taylor, Director of Business and Neighborhood Development at Baltimore Development Corporation: "Thank you. Good morning, I'm Dan Taylor the Managing Director of Business Neighborhood Development at Baltimore Development Corporation joined by Laurie Schwartz the Waterfront Partnership. Um -- just to give a -- a brief idea of where we are on this project the agreement before the Board today will allow this project to move forward into construction and hopefully in early 2020. That is a long road it's been a long road to get there. If I were Ms. Trueheart looking at agreement today I'd say no one's spoken to me this year or last year or the year before. We started this process dating back to 2013 and 2014 with a Master Plan for the Inner Harbor and before any component of Rash Field was designed we asked at BDC and at Waterfront Partnership and -- and other people on an advisory board that composition of which Laurie can speak to what -- what do we even want in this Park. What does the City want, what are the

MINUTES

people of the City want, and how do we make this specifically a park for everyone, that everyone can use as a recreational amenity. And so there was an extensive public engagement process that was undertaken starting in 2016 that really took the bulk of the year of 2016 before design on the park even started and I'd asked Laurie to speak to that specific process since they were the lead on this and will continue to be the lead on this project moving forward."

President: "Thank you, ma'am."

Laurie Schwartz: "Thank you, good morning my name is Laurie Schwartz, President of Waterfront Partnership of Baltimore. Thank you for having me here today. The Rash Field engagement process was very broad and lengthy we had over a thousand participants speak to the plan and what the plan should include and -- and that engagement process included a number at least three broad public meetings that were publicized through the City and through Waterfront Partnership. We had over 200 attendees it was held at the Science Center in the evening, so people could attend. There were many ideas that came through that, they were added to the plan skate park was a good example of that both skate park of Baltimore supported it, as well as youth that we spoke with. The steering committee that we put together to help guide the process

MINUTES

included members of the Inner Harbor youth participants of the Inner Harbor project, which we work closely with and a student from the Digital Harbor High School, as well as Parks and People, Baltimore City Rec and Parks, BDC, Waterfront Partnership, and others. We um -- in addition to those surveys, public meetings, we wanted to go even further, so we hired a market research firm to make random phone calls. They're professional I can give you their criteria or their, uh -- their bio, and so on they surveyed over 300 individuals throughout Baltimore City. The makeup of those that were surveyed was 62% African American I think at 62% -- 62% African American, 32% white, ages 18 and above. And through that survey we learned people wanted shade, we added over 400 trees to the park a large shade structure, free activities for children, and this first phase, which is what's moving ahead now includes predominantly children based activities, a large Nature Park and a kinetic play park, as well as the skate park, and -- and then an outdoor café, which the park will also include. I'm happy to go through any level of detail, but um -- we have the second phase to design yet and we can go even further and talk about that process when we get into that, but this is the first phase so we believe we've had a broad inclusive process."

MINUTES

President: "Thank you. Ms. Schwartz, um -- actually when -- when I was briefed on this I remember I mentioned to you that I attended a silent party at Rash Field with a bunch of teenagers. Actually, Ms. Trueheart was the organizer of that party. So I'm going to ask if you and the partnership could brief her on -- on the project, and -- and also because we believe -- I know the Mayor supported that event as well -- that we want to have more events like that for the young people -- teenagers specifically at Rash Field to let them know that this is their Inner Harbor too and that they are welcome. And I have seen the design and know that this will lead to -- to more of that, but I think that it will go a long way if you could uh -- reach out to set that up for Ms. Trueheart, thank you."

Ms. Schwartz: "We will be happy to, thank you."

President: " Thank you. I will entertain a motion."

City Solicitor: Mr. President I move that the protest be rejected and that the recommended uh -- approval be granted."

Comptroller: "I Second."

President: "All those in favor say AYE, all opposed NAY. The motion carries."

* * * * *

MINUTES**TRANSFER OF FUNDS**Baltimore Development Corporation

	<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
1.	\$1,000,000.00 General Funds	9910-917052-9600 Construction Re- serve Inner- Harbor-Rash Field	9910-906101-9601 Inner Harbor Field- Rash Field
	3,501,180.00 1 st Parks & Public	9910-917052-9600 Construction Re- Serve Inner- Harbor-Rash Field	9910-906108-9601 Inner Harbor Field- Rash Field
	1,000,000.00 2 nd Parks & Public	9910-917052-9600 Construction Re- serve Inner- Harbor-Rash Field	9910-906101-9601 Inner Harbor Field- Rash Field
	1,000,000.00 3 rd Comm. EDB	9910-917052-9600 Construction Re- serve Inner- Harbor-Rash Field	9910-906101-9601 Inner Harbor Field- Rash Field
	1,000,000.00 24 th Comm. EDB	9910-906993-9600 Construction Re- serve Inner- Harbor-Rash Field	9910-906108-9601 Inner Harbor Field- Rash Field

\$7,501,180.00

This transfer will provide funds to pay for the construction of Rash Field in the Inner Harbor into a marquee waterfront park for residents and visitors of all ages. The park has been redesigned for a combination of recreational, educational and active programming experiences to encourage year-round activation of the space.

MINUTES

BDC - cont'd

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Development and Funding Agreement with the Waterfront Management Authority to manage the redevelopment of Rash Field in the Inner Harbor. 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

Mayor's Office of Children - Provider Agreement
and Family Success

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Provider Agreement with Behavioral Health System Baltimore, Inc. The period of the Provider Agreement is July 1, 2019 through June 30, 2020.

AMOUNT OF MONEY AND SOURCE:

\$104,640.00 - 4000-486320-1772-516000-603051

BACKGROUND/EXPLANATION:

The City has received a U.S. Department of Health and Human Services (DHHS) grant to undertake the Head Start Program. As a sub-recipient, Behavioral Health System Baltimore, Inc., will provide mental health consultation services to children and families in Baltimore City

The submission is late because of the delay in the announcement of the notice of award from the DHHS.

MBE/WBE PARTICIPATION:

N/A

MWBOO GRANTED A WAIVER ON AUGUST 28, 2019.

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 Provider Agreement with Behavioral Health System Baltimore, Inc.

MINUTES

Mayor's Office of Children - Agreement
and Family Success

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the following agreement with The Family League of Baltimore City, Inc. The period of the Agreement is July 1, 2019 through June 30, 2021.

AMOUNT OF MONEY AND SOURCE:

\$520,000.00 - 2025-000000-3574-782800-603051

BACKGROUND/EXPLANATION:

The Family League of Baltimore City, Inc. will use the funding designated to the Park Heights Master Plan area through legislation that authorizes the operation of Video Lottery Terminals, or slots, to help fund, monitor and support innovative programs to service youth in the Park Heights Community. The Family League will be responsible for identifying the programs through a competitive Request for Proposals (RFP) process.

MBE/WBE PARTICIPATION:

N/A

MWBOO GRANTED A WAIVER ON AUGUST 28, 2019.

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 agreement with The Family League of Baltimore City, Inc.

MINUTESDepartment of Transportation - Minor Privilege Permit Applications

The Board is requested to approve the following applications for a Minor Privilege Permit. The applications are 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. 1015 Binney Street	Marzia Yalcin	One set of steps 4' x 6'8"
\$35.20 - Flat Charge		
2. 123 N. Chester Street	Chester Street Properties, LLC	Outdoor seating 150 sf. on Chester Street, 38 sf. on Pratt Street
\$1,655.00 - Annual Charge		
3. 2706 Dillon Street	Bubs, LLC	Outdoor seating 20' x 5' on side of bldg., 5' x 6' on the front bldg.
\$955.00 - Annual Charge		

UPON MOTION duly made and seconded, the Board approved the foregoing Minor Privilege Permits.

MINUTES

Department of Transportation - Traffic Mitigation Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a Traffic Mitigation Agreement with Four Ten Lofts, LLC. The period of the Traffic Mitigation Agreement is effective upon Board approval until termination is deemed in writing by the Department of Transportation.

AMOUNT OF MONEY AND SOURCE:

\$17,922.53 - 9950-906082-9512-000000-490375

BACKGROUND/EXPLANATION:

Baltimore City Ordinance 11-529, which was approved on May 9, 2012 determined that a Traffic Mitigation Fee was required for the Development.

Four Ten Lofts, LLC proposes to perform the Scope of Work for 410 and 422 W. Mulberry Street, and 410 N. Eutaw Street with 76 multi-family dwelling units totaling 103,865 square feet.

Under the terms of this Traffic Mitigation Agreement, Four Ten Lofts, LLC agrees to make a one-time contribution in the amount of \$17,922.53 to fund the City's multimodal transportation improvements in the Development's vicinity to the extent practicable.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Traffic Mitigation Agreement with Four Ten Lofts, LLC.

MINUTES

Department of Transportation - Traffic Mitigation Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a Traffic Mitigation Agreement with Refinery Canton, LLC. The period of the Traffic Mitigation Agreement is effective upon Board approval until termination is deemed in writing by the Department of Transportation.

AMOUNT OF MONEY AND SOURCE:

\$530,438.31 - 9950-905088-9512-000000-490375

BACKGROUND/EXPLANATION:

Baltimore City Ordinance 11-529, which was approved on May 9, 2012 determined that a Traffic Mitigation Fee was required for the Development of the Canton Collective.

Refinery Canton, LLC proposes to perform the Scope of Work for the Canton Collective, located at 1200 South Haven Street, constructing a 75 dwelling unit apartment building, 30,000 SF Specialty grocer, a 515 dwelling unit apartment building, 28,000 SF specialty retail, 100,000 SF general office, and a hotel with 145 rooms.

Under the terms of this Traffic Mitigation Agreement, Refinery Canton, LLC agrees to make a one-time contribution in the amount of \$530,438.31 to fund the City's multimodal transportation improvements in the Development's vicinity to the extent practicable.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Traffic Mitigation Agreement with Refinery Canton, LLC.

MINUTES

Department of Transportation - Traffic Mitigation Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a Traffic Mitigation Agreement with Wonderland Building, LLC. The period of the Traffic Mitigation Agreement is effective upon Board approval until termination is deemed in writing by the Department of Transportation.

AMOUNT OF MONEY AND SOURCE:

\$12,073.13 - 9950-909095-9512-000000-490375

BACKGROUND/EXPLANATION:

Baltimore City Ordinance 11-529, which was approved on May 9, 2012 determined that a Traffic Mitigation Fee was required for the development of Wonderland Sauna.

Wonderland Building, LLC proposes to perform the Scope of Work for Wonderland Sauna, located at 926 East Monument Street, constructing a bathhouse totaling 24,000 square feet and 8,000 square feet of office space for a total of 32,000 square feet.

Under the terms of this Traffic Mitigation Agreement, Wonderland Building, LLC agrees to make a one-time contribution in the amount of \$12,073.13 to fund the City's multimodal transportation improvements in the Development's vicinity to the extent practicable.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Traffic Mitigation Agreement with Wonderland Building, LLC.

MINUTES

Department of Transportation - Memorandum of Understanding

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Memorandum of Understanding (MOU) with Blue Water Baltimore, Inc. The MOU is effective upon Board approval for five years, with an option to renew for an additional five years, unless terminated earlier in accordance with the MOU.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

Blue Water Baltimore, Inc. submitted an application for two-program recognition signs to be owned by the City and maintained by Blue Water Baltimore, Inc. This will be in the landscape median along US40 adjacent to N. Monroe Street and W. Mulberry Street.

This MOU establishes the framework for Blue Water Baltimore, Inc. to maintain the signs, all at its sole cost and subsequently for Blue Water Baltimore, Inc. to maintain all aspects of the project during the term of the MOU.

MBE/WBE PARTICIPATION:

This is not a competitive procurement item. Blue Water Baltimore, Inc. is paying for all costs.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Memorandum of Understanding (MOU) with Blue Water Baltimore, Inc.

MINUTES

Department of Transportation/DOT - Task Assignment
Engineering & Construction

ACTION REQUESTED OF B/E:

The Board is requested to approve the assignment of Task No. 37 to Johnson, Mirmiran & Thompson, Inc., under Project No. 1217, On-Call Construction Project Management Services. The period of this task is approximately 9 months.

AMOUNT OF MONEY AND SOURCE:

\$111,286.15 - 2024-000000-5480-395700-603026

BACKGROUND/EXPLANATION:

This authorization will provide the Conduit Division with a Public Works Inspector II (PWI-II), to perform CM project management for the Distributed Antenna System program.

MBE/WBE PARTICIPATION:

The Consultant will continue to comply with Article 5, Subtitle 28 of the Baltimore City Code and the 27% MBE and 10% WBE goals established in the original agreement.

THE EAR WAS APPROVED BY MWBOO ON AUGUST 20, 2019.

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. 37 to Johnson, Mirmiran & Thompson, Inc., under Project No. 1217, On-Call Construction Project Management Services.

MINUTES

Department of Transportation/DOT - Task Assignment
Engineering & Construction

ACTION REQUESTED OF B/E:

The Board is requested to approve the assignment of Task No. 38 to Johnson, Mirmiran & Thompson, Inc., under Project No. 1217, On-Call Construction Project Management Services. The period of this task is approximately 49 weeks.

AMOUNT OF MONEY AND SOURCE:

\$173,820.05 - 2024-000000-5480-395700-603026

BACKGROUND/EXPLANATION:

This authorization will provide the Conduit Division with a public Works Inspector II (PWI-II), to perform CM project management for the DAS (Distributed Antenna Systems) program.

MBE/WBE PARTICIPATION:

The Consultant will continue to comply with Article 5, Subtitle 28 of the Baltimore City Code and the 27% MBE and 10% WBE goals established in the original agreement.

THE EAR WAS APPROVED BY MWBOO ON AUGUST 20, 2019.

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. 38 to Johnson, Mirmiran & Thompson, Inc., under Project No. 1217, On-Call Construction Project Management Services.

MINUTES

Circuit Court for Baltimore City - 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 Andre Cherry as Acting Fiscal Administrator. The period of the agreement is July 1, 2019 through December 31, 2019.

AMOUNT OF MONEY AND SOURCE:

\$22,912.00 - (@ \$65.00 - per hour)
(not to exceed)

Account: 1001-000000-1100-109500-603026

BACKGROUND/EXPLANATION:

Mr. Cherry will manage the fiscal activities of the Court for general fund and grant funded appropriations. Mr. Cherry will also assist court management and staff with any fiscal matters as they arise.

The agreement is late due to the finalization of the contract.

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 Andre Cherry as Acting Fiscal Administrator.

MINUTES

Office of State's Attorney - Grant Award
for Baltimore City (SAO)

ACTION REQUESTED OF B/E:

The Board is requested to approve acceptance of the Grant Award from the State of Maryland - Governor's Office of Crime Control and Prevention (GOCCP). The period of the Grant Award is July 1, 2019 through June 30, 2020.

AMOUNT OF MONEY AND SOURCE:

\$35,400.00 - 5000-513420-1156-117900-405001

BACKGROUND/EXPLANATION:

This grant will assist in developing and implementing strategies specifically intended to provide assistance to victims of crime and survivors of homicide victims. The grant covers personnel support and other expenses.

The Grant Award is late because of administrative delays.

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 State of Maryland - Governor's Office of Crime Control and Prevention.

MINUTES

Office of State's Attorney - Grant Award
for Baltimore City (SAO)

ACTION REQUESTED OF B/E:

The Board is requested to approve acceptance of the Grant Award from the Maryland State Police - Vehicle Theft Prevention Council. The period of the Grant Award is July 1, 2019 through June 30, 2020.

AMOUNT OF MONEY AND SOURCE:

\$51,000.00 - 5000-501620-1150-118300-405001

BACKGROUND/EXPLANATION:

The funds will assist with the screening, case preparation and enhanced prosecution of juvenile vehicle theft cases. Funding pays for one full-time law clerk that will maintain a vehicle theft database and assist prosecutors with the case preparation.

The Grant Award is late because of administrative delays.

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 Maryland State Police - Vehicle Theft Prevention Council.

MINUTES

Office of State's Attorney - Grant Award
for Baltimore City (SAO)

ACTION REQUESTED OF B/E:

The Board is requested to approve acceptance of the Grant Award from the State of Maryland - Governor's Office of Crime Control and Prevention (GOCCP). The period of the Grant Award is July 1, 2019 through June 30, 2020.

AMOUNT OF MONEY AND SOURCE:

\$85,000.00 - 5000-506420-1150-118000-405001

BACKGROUND/EXPLANATION:

The GOCCP has awarded this grant to the Office of the State's Attorney for Baltimore City's AIM to B'More program (Program) which is a crime intervention program. The Program serves felony drug offenders in Baltimore City. The program equips first-time non-violent, felony drug offenders with jobs while simultaneously removing the burden of a criminal record and reduces their chances of reengaging in criminal behavior. The grant funds support salary and conference travel fees.

The Grant Award is late because of administrative delays.

APPROVED FOR FUNDS BY FINANCE

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

A PROTEST WAS RECEIVED FROM MS. KIM TRUEHEART.

The Board of Estimates received and reviewed Ms. Trueheart's protest. As Ms. Trueheart does not have a specific interest that is different from that of the general public, the Board will not hear her protest.

UPON MOTION duly made and seconded, the Board approved acceptance of the Grant Award from the State of Maryland - Governor's Office of Crime Control and Prevention.

Kim A. Trueheart

September 17, 2019

Board of Estimates

Attn: Clerk

City Hall, Room 204

100 N. Holliday Street,

Baltimore, Maryland 21202

Dear Ms. Taylor:

Herein is my written protest on behalf of the underserved and disparately treated citizens of the Baltimore City who appear to be victims of a lack of vision, poor fiscal planning and management and failure to capitalize on strategic investment opportunities in our youth by each of the elected officials of Baltimore City and the various Departments and Agencies.

The following details are provided to initiate this action as required by the Board of Estimates:

1. Whom you represent: Self as Director of the Liberty Village Project of Baltimore City.
2. What the issues are:
 - a. Page 57. SAO - Acceptance of the Grant Award from the GOCCP, if approved:
 - i. Fails to disclose program goals, objectives, measures of effectiveness and inclusion in the City's Comprehensive Strategic Plan for Youth;
3. How the protestant will be harmed by the proposed Board of Estimates' action: The expenditures approved by this board if strategically organized, could lead the City in transforming opportunities and outcomes for the Youth across Baltimore City. Specifically, by providing strategically planned and aligned investments we can uplift Baltimore's Youth.
4. The remedy I seek and respectfully request is that this action be delayed until:
 - a. Provided qualitative and quantitative data on program objectives, success and goals;

I look forward to the opportunity to address this matter in person at your upcoming meeting of the Board of Estimates on September 17, 2019.

If you have any questions regarding this request, please telephone me at (443) 255-9413.

Sincerely, Kim Trueheart, Citizen & Resident

5519 Belleville Ave
Baltimore, MD 21207

MINUTES

Office of State's Attorney - Grant Award
for Baltimore City (SAO)

ACTION REQUESTED OF B/E:

The Board is requested to approve acceptance of the Grant Award from the State of Maryland - Governor's Office of Crime Control and Prevention (GOCCP). The period of the Grant Award is July 1, 2019 through June 30, 2020.

AMOUNT OF MONEY AND SOURCE:

\$611,451.00 - 5000-504920-1152-137200-405001

BACKGROUND/EXPLANATION:

This project funded through the GOCCP provides a focused response to violent offenders in the City through a comprehensive program of electronic information sharing that identifies the most violent offenders in Baltimore City upon arrest. Currently, the program determines and tracks probation and parole status, apprehension and service of search warrants, judicial prioritization and criminal case flow management. Grant funds provide personnel.

The Grant Award is late because of administrative delays.

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 State of Maryland - Governor's Office of Crime Control and Prevention.

MINUTESHealth Department - Agreements and Standard
Interagency Agreement

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

1. **MEDSTAR HEALTH, INC.** **\$ 25,000.00**

Account: 7000-729020-3100-295900-604001

MedStar Health, Inc. will utilize the funds to provide physician services and provide funding for a part-time Nurse Practitioner as part of its community service. The organization's pediatrician 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 practitioner in the New Era Academy School-Based Health Center during the hours of operation Monday through Friday from 8:00 a.m. to 4:30 p.m. The period of the agreement is September 1, 2019 through August 31, 2020.

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

MBE/WBE PARTICIPATION:

N/A

2. **ELEV8 BALTIMORE, INC.** **\$130,800.00**

Account: 4000-483519-3080-294600-603051

Elev8 Baltimore, Inc. will utilize the funds to provide Central West Baltimore trauma-informed, emergency financial resources to families and community members and implement youth leadership activities. The period of the agreement is October 1, 2018 through September 30, 2019.

MINUTES

Health Department - cont'd

The agreement is late because revisions delayed the processing.

MWBOO GRANTED A WAIVER ON JULY 9, 2019.

- 3. **UNIVERSITY OF MARYLAND, BALTIMORE COUNTY** **\$ 82,882.00**

Account: 1001-000000-3150-790400-603051

The Baltimore City Health Department (BCHD) Office of Public Health Preparedness and Response (OPHPR) has worked with the University of Maryland, Baltimore County (UMBC) Emergency Health Services program (EHS) through graduate student internships and advising on health hazard vulnerability assessments. The UMBC's EHS's program focus on emergency medical services and disaster health services matches with the mission of OPHPR to prepare for and respond to public health emergencies.

The UMBC EHS will utilize the funds to provide the services of a UMBC EHS Professional, with involvement of the UMBC Project Advisor, to assist in advancing BCHD's public health emergency response capability by developing reference materials, checklists, and protocols that improve public health preparedness, developing and implementing Zika response activities, conducting weather and bio surveillance activities, and other preparedness and response initiatives under the direction of the BCHD's OPHPR Director. The period of the agreement is July 1, 2019 through June 30, 2020.

The agreement is late because revisions delayed processing.

MWBOO GRANTED A WAIVER ON AUGUST 8, 2019.

- 4. **HEALTHCARE ACCESS MARYLAND, INC. (HCAM)** **\$946,851.00**

Account: 4000-421320-3080-595500-603051

The HCAM will follow up on requests sent by the Managed Care Organizations to assist pregnant and postpartum women with

MINUTES

Health Department - cont'd

accessing Medicaid services. The HCAM will provide priority telephonic and face to face outreach, referral, complaint resolution assistance, and HealthChoice education to pregnant/postpartum Medical Assistance enrollees. The period of the agreement is July 1, 2019 through June 30, 2020.

This agreement is late because of administrative delays.

MWBOO GRANTED A WAIVER ON AUGUST 22, 2019.

5. **HEALTHCARE ACCESS MARYLAND, INC. (HCAM) \$2,482,944.00**

Account: 4000-421020-3080-294600-603051

The Maryland Children's Health Program (MCHP) Eligibility Determination Program assists consumers who apply for Medicaid services. The majority of Medicaid recipients are walk-ins consumers, but the HCAM also processes mail and fax applications.

The HCAM assists persons applying for Medicaid and provides general information regarding Health Choice, the managed care program for women, children, and families. The Eligibility Determination Program also provides information on Federal Qualified Health Centers, and other resources linked to the Maryland Department of Social Services, WIC, and other government and local support organizations. The period of the agreement is July 1 2019 through June 30, 2020.

This agreement is late because of administrative delays.

MWBOO GRANTED A WAIVER ON AUGUST 22, 2019.

6. **A.J. BOGGS & COMPANY, CORPORATION \$ 95,672.00**

Accounts: 4000-427719-3023-273376-603051 \$ 14,351.00
5000-569720-3023-273376-603051 \$ 81,321.00

A.J. Boggs & Company, Corporation provides a production environment for CAREWare, including secure hosting with

MINUTES

Health Department - cont'd

effective climate control, back-up power and manages CAREWare hosting capacity, assesses the risk and make recommendations to guard against cyber threats, assures compliance with HIPPA and other federal regulations for data protection and sharing, and assures effective business continuity and disaster recovery plans are implemented. The period of the Agreement is May 16, 2019 through June 30, 2020.

This agreement is late because of administration delays.

MWBOO GRANTED A WAIVER ON JULY 3, 2019.

7. **COZY COVE HOME CARE, LLC** **\$ 15,600.00**

Account: 5000-534019-3254-767802-607001

8. **BETTY AND DEBBIE'S FAMILY PLACE, INC.** **\$ 46,800.00**

Account: 5000-534020-3254-767800-607001

The Department will disburse State Subsidized Assisted Housing Funds to low-income residents at the organization's facilities.

These facilities are enrolled in the Senior Assisted Living Group Home Subsidy Program, and will provide subsidized senior assisted housing services for individuals age 62 and over, who have temporary or periodic difficulties with the activities of daily living. The senior assisted residents receive shelter, meals, housekeeping, personal care services, and 24-hour on-site supervision. The period of the agreement is July 1, 2019 through June 30, 2020.

These agreements are late because the Department was waiting on information and signatures from the providers.

AUDITS REVIEWED AND HAD NO OBJECTION.

MINUTES

Health Department - cont'd

STANDARD INTERAGENCY AGREEMENT

9. **MARYLAND EMERGENCY MANAGEMENT AGENCY** **\$793,719.00**

Account: 5000-505420-3070-286400-405001

The purpose of this Interagency Agreement is to define the responsibilities and conditions of the award for Opioid Intervention Team funding through the Maryland Emergency Management Agency. The funding is being awarded to support The Spot, Staying Alive Program and Overdose Prevention Team, and Baltimore City Hub and Spoke. The period of the agreement is July 1, 2019 through June 30, 2020.

The agreement is late because of a delay during the administrative review.

MBE/WBE PARTICIPATION:

N/A

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

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved and authorized execution of the foregoing agreements and Standard Interagency Agreement.

MINUTES

TRANSFERS OF FUNDS

* * * * *

UPON MOTION duly made and seconded,

the Board approved

the Transfers of Funds

listed on the following pages:

4322 - 4325

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

TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
<u>Department of Transportation</u>		
1. \$ 15,000.00	9962-932007-9563	9962-903080-9562
Others	Construction Reserve Conduit Construction	Conduit - Reconstruction CW TR 19017

This transfer will cover the costs of prints and other related costs necessary to advertise project TR 19017, Conduit Reconstruction Citywide.

Baltimore Development Corporation

2. \$ 50,000.00	9910-911085-9600	9910-916086-9601
General Fund	Construction - Reserve (Janney Park)	Janney Run

This transfer will provide funds for a Storm Water Management Plan for portions of 140 North Janney Street as part of the Pompeian Inc. facility expansion and construction of a public park.

Department of General Services

3. \$3,000,000.00	9916-906206-9194	9916-906306-9197
2 nd Parks & Public Facilities Loan	Police HQ Elevator Upgrade Reserve	Police HQ Elevator Upgrade Active
1,500,000.00	" " "	" " "
3 rd Parks & Public Facilities Loan		
\$4,500,000.00		

MINUTES

TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
---------------	-----------------------	---------------------

Department of General Services - cont'd

This transfer will provide funds to the Department for the elevator replacement at the Police Headquarters, including the Annex, and all associated in-house costs. The replacement will include upgrades to the mechanical, electrical, and plumbing systems throughout the building. The elevators are nearing the end of their useful life span as they, at times, do not travel to the correct floors and are constantly out of service. The elevator replacement would allow the building to function normally and will reduce future maintenance and repairs on the equipment.

4. \$1,000,000.00	9916-921030-9194	9916-904230-9197
6 th Public	Wolman Fire Sup-	Abel Wolman HVAC/
Building	pression System	Fire Protection
Loan	Reserve	Active

This transfer will provide funds to the Department for the comprehensive HVAC renovation and fire sprinkler system installation at the Abel Wolman Municipal Building and all associated in-house costs. The project will be in two parts; design and construction. Once the designs are completed, a second transfer request will be submitted to cover the cost of construction. The HVAC system in the Abel Wolman Municipal Building is outdated and needs to be upgraded allowing it to work more efficiently. The installation of a fire sprinkler system will assist in addressing the life and safety issues in the building.

Department of Planning

5. \$ 50,000.00	9904-9129-910072	9904-9127-905777
	Port Discovery	Port Discovery
	Phase II Reno	Children's Museum

This transfer will make funds available to Port Discovery for renovations including restrooms, lighting, flooring, elevator, and heavy construction portions of permanent exhibits.

MINUTES

TRANSFER OF FUNDS

Department of Public Works

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
6. \$ 100,439.00	9960-908687-9558	9960-907687-9557-3
Revenue Bonds	Susquehanna Trans	Design

This transfer will cover the deficit for WC 1197 Susquehanna Trans.

Department of Housing and Community Development

7. \$10,000,000.00	9910-922012-9587	
	Whole Block	
	Demolition	
	(Reserve)	
\$ 1,000,000.00	-----	9910-905640-9588
General Fund		Whole Block Demolition
		Land Management
3,195,000.00	-----	9910-903390-9588
General Fund		Whole Block Demolition
		FY 19-25
5,805,000.00	-----	9910-903390-9588
3 rd Community &		Whole Block Demolition
Economic		FY 19-25
Development		
Bonds		
<u>\$10,000,000.00</u>		

This transfer will provide funding for the Whole Block Demolition programs for Fiscal Year 2020. These funds will be used for acquisition, relocation, and demolition costs associated with the Whole Block Program.

MINUTES

TRANSFER OF FUNDS

Department of Housing and Community Development - cont'd

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
8. \$750,000.00	9910-904986-9587	9910-905151-9588
3 rd Community & Economic Development Bonds	Housing Repair Assistance Program	Critical Repair Program

This transfer will provide bond funds for the Critical Repair Program. This appropriation is approved in the FY 2020 Ordinance of Estimates.

9. \$750,000.00	9910-903963-9587	
Pimlico Local Impact Aid - VLT	Park Heights (Reserve) - VLT	
250,000.00	-----	9910-904670-9588 Arlington Home Repair Fund
500,000.00	-----	9910-902672-9588 Arlington Inspire

\$750,000.00

This transfer will provide funding for the Home Repair for Arlington and other work associated with the Inspire Initiative.

MINUTES

Department of General Services - Task Assignment

ACTION REQUESTED OF B/E:

The Board is requested to approve the assignment of Task No. 002 to Prime A/E Group, Inc. under Project 1801, Forest Park Library Renovation. The Task Assignment is approximately two years and six months.

AMOUNT OF MONEY AND SOURCE:

\$123,661.99 - 9936-923089-9457-900000-703032

BACKGROUND/EXPLANATION:

The Consultant will provide Phase I building assessment and schematic design services for renovations at the Forest Park Library.

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: 18% and WBE: 10%.

THE EAR WAS APPROVED BY MWBOO ON SEPTEMBER 12, 2019.

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. 002 to Prime A/E Group, Inc. under Project 1801, Forest Park Library Renovation.

MINUTESFire and Police Employees' - Subscription Agreement
Retirement System (F&P)

The Board is requested to approve and authorize execution of a Subscription Agreement with Greenspring Opportunities VI, L.P., managed by Greenspring Associates, Inc.

AMOUNT OF MONEY AND SOURCE:

\$15,000,000.00 approximately - Fire and Police Employees' Retirement System

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 Greenspring Associates, Inc. to initially receive \$15 million to be invested in Greenspring Opportunities VI, L.P. The search and selection process was conducted with the assistance and advice of the F&P System's investment advisor, New England Pension Consulting.

MBE/WBE PARTICIPATION:

MWBOO GRANTED A WAIVER ON SEPTEMBER 6, 2019.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Subscription Agreement with Greenspring Opportunities VI, L.P., managed by Greenspring Associates, Inc. The Comptroller **ABSTAINED**.

MINUTES

Office of the President - Consultant Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Consultant Agreement with the Maryland Youth and the Law, Inc. (formerly known as the Professional Development and Training Center, Inc.) for the City Council Page Program. The period of the agreement is September 1, 2019 through August 31, 2020.

AMOUNT OF MONEY AND SOURCE:

\$13,038.33 - 1001-000000-1000-104800-603026

BACKGROUND/EXPLANATION:

The organization will use these funds to recruit, train, and provide stipends for the 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.

Maryland Youth and the Law, 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 City Council President Brandon Scott will promote and support the program while inviting two high school students to participate in the Page Program and one high school student to participate in the summer internship program. The overall structure of the Page Program will remain the same as last year with a contribution toward the cost of a part-time summer intern. The intern will go through the Law Links program, which shares the same staff and curriculum as the Page Program. 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. The youth will have a chance to strengthen their self-

MINUTES

Office of the President - cont'd

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.

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 Consultant Agreement with the Maryland Youth and the Law, Inc. (formerly known as the Professional Development and Training Center, Inc.) for the City Council Page Program. The Mayor **ABSTAINED**. The President **ABSTAINED**.

MINUTES

Department of Planning - First Amendment to
Memorandum of Understanding

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the First Amendment to Memorandum of Understanding (First Amendment to MOU) between the Mayor and City Council and the Chesapeake Bay Trust.

AMOUNT OF MONEY AND SOURCE:

\$49,000.00 - 9905-935019-9188

BACKGROUND/EXPLANATION:

This amendment will provide additional funding for the second year of the original agreement. The second year of funding covers January 1, 2019 to December 31, 2020. This grant will support the Chesapeake Bay Trust's grants to Baltimore City community associations and nonprofit organizations to clean and green vacant lots in neighborhoods within Baltimore Green Network focus areas and the Neighborhood Impact Investment areas.

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 First Amendment to Memorandum of Understanding between the Mayor and City Council and the Chesapeake Bay Trust.

MINUTES

Department of Planning - Fifth Amendment to the Grant Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Fifth Amendment to the Grant Agreement (Fifth Amendment) with Healthy Neighborhood, Inc. (HNI).

AMOUNT OF MONEY AND SOURCE:

\$1,140,000.00 - 2025-000000-1873-783200-603050
 370,000.00 - 9910-904186-9588 (Capital Account - HNI Ambassador)
\$1,510,000.00

BACKGROUND/EXPLANATION:

On July 16, 2014, the Board approved the Grant Agreement with the HNI in the amount of \$1,654,000.00 to serve as the financial and programmatic manager for community-based projects funded with FY'13/14 and FY'15 slots revenue in the greater Pimlico area known as the One Mile Radius.

On August 10, 2016, the Board approved the First Amendment to the Grant Agreement with the HNI to allocate additional local impact aid funds totaling \$117,525.00 for community-based projects funded with FY'16 slots revenue in the greater Pimlico area known as the One Mile Radius. Subsequently, the Board approved the Second Amendment on April 26, 2017, the Third Amendment on November 1, 2017 and the Fourth Amendment on July 18, 2018.

These funds were awarded by the Maryland General Assembly to the City of Baltimore for a 20-year period beginning in Fiscal Year 2012 through Fiscal Year 2032 to support primarily capital community and economic development projects in the Pimlico community.

Under the terms of this Fifth Amendment to the Grant Agreement, the HNI is responsible for meeting with grantees that have been awarded slots revenue to provide the following services including:

MINUTESPlanning Department - cont'd

- technical assistance,
- compliance and monitoring,
- compliance with City laws, and
- recognition of City support.

This Fifth Amendment adds funds for Fiscal Year 2020 to the Fiscal Service Agreement, amends the Project Budget due to Spending Plan changes, and extends the termination date of the agreement through December 31, 2020.

MBE/WBE PARTICIPATION:

Healthy Neighborhoods, 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 REVIEWED AND HAD NO OBJECTION.**

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Fifth Amendment to the Grant Agreement with Healthy Neighborhood, Inc.

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:

4334 - 4335

to the low bidder meeting specifications,
or reject the bid on those as indicated
for the reasons stated.

The Comptroller **ABSTAINED** on item nos. 2 and 3.

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONSDepartment of General Services

1. GS 17815, Northwestern Trionfo Builders, Inc. \$513,000.00
 Police Station - 2nd
 Floor Restroom and
 Roof Renovations

MBE/WBE PARTICIPATION:

MBE GOAL: 14% AND WBE GOAL: 4%

MBE: Ironshore Contracting, LLC	\$71,820.00	14%
WBE: Innovation Floor Systems, Inc.	\$ 7,400.00	1.44%
Roane's Rigging & Transfer Company, Inc.*	<u>14,770.00</u>	<u>2.87%</u>
	\$22,170.00	4.32%

*Roane's Rigging & Transfer Company, Inc. is not in good standing with the Maryland Department of Assessments and Taxation. The bidder will be allowed to substitute if Roane's Rigging & Transfer Company, Inc. is not in good standing at the time of award.

MWBOO FOUND VENDOR IN COMPLIANCE ON AUGUST 12, 2019.

Bureau of Procurement

2. B50005629, Dental United Concordia \$18,336,433.00
 Health Maintenance Companies, Inc.
 Organization (DHMO)
 & Dental Preferred
 Provider Organization
 Model (DPPO) Plans

(Department of Human Resources)

MINUTES**RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS**Bureau of Procurement - cont'd**MBE/WBE PARTICIPATION:**

On December 4, 2018, MWBOO set goals of 11% MBE and 12% WBE of the administrations fees.

MBE: CASI, Inc. \$32,820.00 11%

WBE: Ebert Enterprises d/b/a Curry Printing \$35,803.00 12%

MWBOO FOUND VENDOR IN COMPLIANCE ON SEPTEMBER 3, 2019.

3. B50005653, Life and Accidental Death & Dismemberment Insurance for Employees & Retirees Metropolitan Life Insurance d/b/a Metlife \$22,060,929.00

(Department of Human Resources)

MBE/WBE PARTICIPATION:

On December 4, 2018, MWBOO set goals of 6% MBE and 10% WBE.

MBE: Britt's Industries, Inc. \$ 9,390.00 3%
 CASI, Inc. 9,390.00 3%
\$18,780.00 6%

WBE: Curry Printing and Copy Center \$31,300.00 10%

MWBOO FOUND VENDOR IN COMPLIANCE ON AUGUST 23, 2019.

MINUTES

Mayor's Office of Criminal Justice - Governmental/Charitable Solicitation Application

ACTION REQUESTED OF B/E:

The Board is requested to endorse a Governmental/Charitable Solicitation Application for submission to the Board of Ethics of Baltimore City to benefit the Mayor's Office of Criminal Justice (MOCJ), Community-Based Violence Reduction Strategy for the remainder of the 2020 Fiscal Year. Donations will be solicited by Ms. Sunny Schnitzer, Deputy Chief of Staff for Public Safety, Ms. Ganesha Martin, Director of the MOCJ, Mr. Terry Hickey, Director of Strategic Partnerships for the MOCJ, Ms. Sarah Ritter, Director of Programs for the MOCJ, and Tyrone Roper, Chief of Staff for the MOCJ. The period of the campaign will be effective upon Board approval through June 30, 2020.

AMOUNT OF MONEY AND SOURCE:

No general funds are involved in this transaction.

BACKGROUND/EXPLANATION:

The MOCJ plans to participate in the solicitation of funds in support of its Community-Based Violence Reduction Strategy, which in concert with the Baltimore Police Department's crime reduction and departmental improvement plan, will focus on the reduction of homicides and non-fatal shootings in the City. The MOCJ's plan will leverage its relationships with criminal justice experts and community members to identify the evidence-based and community-driven solutions to address the root causes of violent crime in Baltimore City.

In addition to building systems and capacity to interrupt violence, the MOCJ's strategy integrates prevention programs that build strong community capacity in neighborhoods most impacted by violence. Central to this effort will be collaboration with other City agencies and external partners who provide resources and critical supports.

MINUTESMayor's Office of Criminal Justice - cont'd

With the support of a wide array of public and private partners, the MOCJ plans to solicit donations to support this strategy throughout the current fiscal year.

A potential donor list will be comprised of individuals and corporate entities that contribute to the economic, social, and cultural vitality of Baltimore City in addition to national funders with interest in violence prevention efforts. Most of the individual and corporate entities fitting this description are not controlled donors. However, those potential donors who are controlled donors, with respect to the City Council or the Board of Estimates, will not be targeted or singled out in any way and will be solicited, if at all, in the same manner as other prospective donors.

Baltimore City Code, Article 8, §6-26 prohibits solicitation or facilitating the solicitation of a gift. An exception was enacted in 2005 to permit certain solicitations that are for the benefit of an official governmental program or activity, or a City-endorsed charitable function or activity. Ethics regulation 96.26B sets out the standards for approval, which includes the requirement that the program, function, or activity to benefit from the proposed solicitation must be endorsed by the Board of Estimates or its designee.

MBE/WBE PARTICIPATION:

N/A

MINUTES

Mayor's Office of Criminal Justice - cont'd

UPON MOTION duly made and seconded, the Board endorse the Governmental/Charitable Solicitation Application for submission to the Board of Ethics of Baltimore City to benefit the Mayor's Office of Criminal Justice, Community-Based Violence Reduction Strategy for the remainder of the 2020 Fiscal Year.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

VENDOR	AMOUNT OF AWARD	AWARD BASIS
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Bureau of Procurement

- | | | |
|--|---------|--------------------------|
| 1. EROSION CONTROL AND LANDSCAPE SERVICES, INC. | \$ 0.00 | Ratification and Renewal |
| Contract No. B50004399 - Hydro Seeding Service - Department of Public Works, Bureau of Solid Waste - P.O. No.: P543418 | | |

On January 20, 2016, the Board approved the initial award in the amount of \$540,319.00. The award contained three 1-year renewal options. On March 22, 2017, the Board approved the first renewal in the amount of \$0.00. The period of ratification is April 1, 2018. This third renewal in the amount of \$0.00 is for the period September 19, 2019 through March 31, 2020, with one 1-year renewal option remaining. The above amount is the City's estimated requirement.

MBE/WBE PARTICIPATION:

On November 2, 2015, MWBOO set goals of 5% MBE and 2% WBE. On February 27, 2017, Erosion Control and Landscape Services, Inc. was found in compliance. No work has been assigned to the vendor since the last compliance review, and less than \$50,000.00 has been performed to date.

MWBOO FOUND VENDOR IN COMPLIANCE ON FEBRUARY 27, 2017.

- | | | |
|---|---------|---------|
| 2. ALLOGRAM, INC. | \$ 0.00 | Renewal |
| Contract No. B50004161 - Various Trophies and Awards - Department of Recreation and Parks - P.O. No.: P533187 | | |

On October 7, 2015, the Board approved the initial award in the amount of \$70,679.49. The award contained four 1-year renewal options. Three renewal options have been exercised. This final renewal in the amount of \$0.00 will ensure the

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
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Bureau of Procurement - cont'd

availability of various trophies and awards to agencies throughout the City for various programs and activities. The period of the renewal is October 7, 2019 through October 6, 2020. The above amount is the City's estimated requirement.

MBE/WBE PARTICIPATION:

On June 30, 2015, MWBOO determined that no goals would be set because of no opportunity to segment the contract.

MWBOO GRANTED A WAIVER ON JUNE 30, 2015.

3. 1 GIVE QUALITY NOT
QUANTITY FLOOR CLEANING
SERVICE \$ 8,100.00 Renewal
-
- Contract No. B50004776 - Perform Janitorial Service at Enoch Pratt Branch #8 - Enoch Pratt Free Library - P.O. No.: P537270

On October 18, 2016, the City Purchasing Agent approved the initial award in the amount of \$8,100.00. The award contained three renewal options. Two renewal options have been exercised. This final renewal in the amount of \$8,100.00 is for the period November 1, 2019 through October 31, 2020.

MBE/WBE PARTICIPATION:

Not applicable. The initial requirement was below the MBE/WBE threshold of \$50,000.00.

4. EAZY DOES IT CLEANING
SERVICES, LLC \$ 6,480.00 Renewal
-
- Contract No. B50004777 - Perform Janitorial Service at Enoch Pratt Free Library Branch #14 - Enoch Pratt Free Library - P.O. No.: P537269

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

VENDOR	AMOUNT OF AWARD	AWARD BASIS
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Bureau of Procurement - cont'd

Renewal options. This first renewal in the amount of \$125,000.00 is for the period September 14, 2019 through September 13, 2020, with one 1-year renewal option remaining. The above amount is the City's estimated requirement.

MBE/WBE PARTICIPATION:

On June 27, 2016, MWBOO determined that no goals would be set because of no opportunity to segment the contract.

MWBOO GRANTED A WAIVER ON JUNE 27, 2016.

7. **FIRST CALL**

EASTER'S LOCK AND ACCESS SYSTEMS, INC.

SECOND CALL

BALTIMORE LOCK AND HARDWARE, INC.

\$ 0.00	Renewal
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Contract No. B50004654 - Locksmith Services for Various City Agencies - Department of General Services, Recreation and Parks, etc. - P.O. Nos.: P536960 and P536961

On September 14, 2016, the Board approved the initial award in the amount of \$349,000.00. The award contained three 1-year renewal options. Subsequent actions have been approved. This first renewal in the amount of \$0.00 is for the period October 1, 2019 through September 30, 2020, with two 1-year renewal options remaining. 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>
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Bureau of Procurement - cont'd

MBE/WBE PARTICIPATION:

On May 25, 2016, it was determined that no goals would be set because of no opportunity to segment the contract.

MWBOO GRANTED A WAIVER ON MAY 25, 2016.

8. **GROUP 1**

WITMER PUBLIC SAFETY
GROUP, INC.

GROUP 2-11

MUNICIPAL EMERGENCY
SERVICES, INC.

\$115,000.00

Renewal

Contract No. B50002883 - Fire, Tools, Equipment, and Repair
Parts - Fire Department - P.O. Nos.: P525223 and P525224

On October 16, 2013, the Board approved the initial award in the amount of \$150,000.00. The award contained six renewal options. On May 13, 2015, the City Purchasing Agent approved an increase in the amount of \$40,000.00. Five renewal options have been exercised. This final renewal in the amount of \$115,000.00 is for the period October 16, 2019 through October 15, 2020. The above amount is the City's estimated requirement.

MBE/WBE PARTICIPATION:

On May 13, 2013, MWBOO determined that no goals would be set because there is no opportunity to segment the contract. There are currently no MBEs or WBEs who are certified to provide firefighting tools.

MWBOO GRANTED A WAIVER ON MAY 13, 2013.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
<u>Bureau of Procurement - cont'd</u>		
9. HIGHER GROUND	\$ 62,307.69	Ratification
TRANSPORTATION, INC.	<u>27,692.31</u>	and Renewal
	<u>\$ 90,000.00</u>	

Contract No. B50005008 - Transportation Services for Infants and Toddlers Program - Health Department - P.O. No.: P542280

On January 10, 2018, the Board approved the initial award in the amount of \$142,485.16. The award contained two 1-year renewal options. The contract was allowed to lapse at the request of the Health Department, however, the Board is requested ratify the spending resulting from the agency's continuous use of the vendor. A renewal is necessary in order to continue safe and timely curb-to-curb services for infants, toddlers and families participating in the Infants and Toddlers Program. The period of the ratification is January 10, 2019 through September 18, 2019. The period of the renewal is September 27, 2019 through January 9, 2020, with one 1-year renewal option remaining. 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:

On April 24, 2017, MWBOO waived the goals after determining there are no feasible subcontracting opportunities.

MWBOO GRANTED A WAIVER ON APRIL 24, 2017.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
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Bureau of Procurement - cont'd

award will allow the Department to complete necessary repairs of the water supply systems, as the Hersey meter parts are required for meters currently installed. The period of the award is September 18, 2019 through September 17, 2022. 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.

12. REXEL USA, INC.	\$ 38,026.01	Sole Source/ Agreement
Contract No. 08000 - Upgrade Services for Rexel Blower #5 - Department of Public Works - Wastewater Treatment Plant - Req. No. R822196		

The Board is requested to approve and authorize execution of an Agreement Rexel USA, Inc. The period of the agreement is September 18, 2019 through September 17, 2020, with no renewal options.

This meets the condition that there is no advantage in seeking competitive responses.

STATEMENT OF PURPOSE AND RATIONALE FOR NON-COMPETITIVE PROCUREMENT

The vendor is the manufacturer's sole authorized source of the hardware and engineering services to upgrade Blower #5 at Back

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
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Bureau of Procurement - cont'd

River Wastewater Treatment Plant in which the product must be compatible with currently installed equipment at the water treatment plants. 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 sole source procurement as these commodities are only available from the distributor and are not available from subcontractors.

- 13. GC JONES ELEVATOR COMPANY, INC. \$ 48,088.72 Selected Source
Contract No. 06000 - Urgent Elevator Repair - Department of Public Works - Req. Nos.: R832518- and R832640

In order to comply with safety requirements the Board is requested to approve the award to the contractor for elevator repair and maintenance. The elevators at Ashburton and Montebello are a critical part of the operation of the agency and the prior vendor filed to maintain the elevators according to the contract requirements. This is a one-time payment. 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>
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Bureau of Procurement - cont'd

MBE/WBE PARTICIPATION:

Not applicable. The initial award was below the MBE/WBE subcontracting threshold.

14. LINKEDIN CORPORATION	\$142,720.00	Selected Source/ Agreement
Contract No. 06000 - Recruitment Solution Subscriptions - Department of Human Resources - Req. No.: R833105		

The Board is requested to approve and authorize execution of a LinkedIn Subscription Agreement with LinkedIn Corporation. The period of the agreement is effective upon account activation for two years.

This meets the condition that there is no advantage in seeking competitive responses.

STATEMENT OF PURPOSE AND RATIONALE FOR NON-COMPETITIVE PROCUREMENT

The Board is requested to approve an award for the purchase of two recruitment subscriptions: Talent Solutions and Lead the Market. The Department of Human Resources successfully completed a six-month pilot with the Talent Solution subscription and requires a contract to fully utilize LinkedIn's recruitment capabilities. Additionally, the vendor has the ability to integrate with the City's new ERP System (Workday), which is a unique feature that will be instrumental in furthering recruitment initiatives.

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>
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Bureau of Procurement - cont'd

MBE/WBE PARTICIPATION:

Not applicable. This meets the requirement for certification of a selected source procurement.

- | | | |
|---|--------------------|-----------------|
| 15. <u>PRAXAIR, INC.</u> | <u>\$40,000.00</u> | <u>Increase</u> |
| Contract No. B50005301 - Liquid Oxygen - Department of Public Works, Wastewater Services - P.O. No. P543112 | | |

On March 21, 2018, the Board approved the initial award in the amount of \$60,000.00. The contract expires on March 20, 2020 with three one-year renewal options remaining.

The above amount is the City's estimated requirement; however, the vendor will supply the City's entire requirement, be it more or less.

MBE/WBE PARTICIPATION:

On January 9, 2018, MWBOO approved a waiver due to no opportunity to segment the contract.

MWBOO GRANTED A WAIVER.

- | | | |
|---|--------------------|-----------------|
| 16. <u>C&D MUNICIPAL SALES, INC.</u> | <u>\$60,000.00</u> | <u>Increase</u> |
| Contract No. 08000 - Flowserve Submersible Pumps and Parts - Department of Public Works, Water and Wastewater - Req. No.: P541946 | | |

On December 13, 2017, the Board approved the initial award in the amount of \$60,000.00. The contract expires on December 5, 2020 with no renewal options.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
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Bureau of Procurement - cont'd

The increase will allow continuous availability of parts and supplies for pumps that are currently installed at the Back River Waste Water Treatment Plant.

The above amount is the City's estimated requirement; however, the Vendor will supply the City's entire requirement, be it more or less.

It is hereby certified that the above procurement is of such a nature neither 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.

17. TEAM SERVICES CORPORATION	\$25,305.21	Increase
Contract Number 06000 - Generator Services - Department of General Services - Req. No.: R830573		

The Board is requested to approve a one-time payment on the behalf of the Department of General Services for services rendered outside of contract B50002739.

The services performed were of an urgent nature and therefore required an immediate response. The services rendered were for the security and critical operations of each facility.

The above amount is the City's estimated requirement; however, the Vendor shall supply the City's entire requirement, be it more or less.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
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Bureau of Procurement - cont'd

MBE/WBE PARTICIPATION:

Not Applicable. The amount is below MBE/WBE subcontracting threshold.

- | | | |
|---|-------------|----------|
| 18. ATC CORP. | \$44,830.00 | Increase |
| Contract Number 06000 - Generator Services - Department of Recreation & Parks - Req. No.: R827736 | | |

National Cooperative Purchasing Alliance awarded RFP #11-18 (Contract #08-18- Athletic Surfacing & Asphalt Maintenance) to ATC Corp. on August 6, 2018. This cooperative contract will be used for resurfacing and repairs of the athletic court at Seminole Court. The contract was competitively bid by the National Cooperative Purchasing Alliance (NCPA) and awarded to multiple vendors. ATC Corp. was selected based on location and pricing. This is a one-time award.

MBE/WBE PARTICIPATION:

Not Applicable. The award is below MBE/WBE subcontracting threshold of \$50,000.00. ATC Corp. is a City-Certified WBE.

- | | | |
|--|--------------|----------|
| 19. IDEALEASE OF BALTIMORE, LLC | \$84,707..00 | Increase |
| Contract Number B50004905 - Rental of Two Tandem Axle Tractors with Wet Lines - Department of General Services, Fleet Management - P.O. No.: P538826 | | |

On March 8, 2017, the Board approved the initial award in the amount of \$44,624.00, subsequent actions followed. The contract expires on October 22, 2019.

This increase is needed to pay additional fees and damage charges.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
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Bureau of Procurement - cont'd

MBE/WBE PARTICIPATION:

Not Applicable. The initial award was below MBE/WBE subcontracting threshold of \$50,000.

- | | | |
|--------------------------------|-------------|---------|
| 20. MILLER TREE SERVICES, INC. | \$34,080.00 | Low Bid |
|--------------------------------|-------------|---------|
- Solicitation Number B50005875 - Camp Small Log and Debris Removal - Department of Recreation & Parks - Req. No.: R819147

Vendors were solicited by posting on CitiBuy for Log and Debris Removal Services to be awarded to the lowest responsive, responsible bidder. The sole bid received was opened on August 5, 2019.

Miller Tree Services, Inc. was found to be the lowest responsive, responsible bidder, therefore, award is recommended.

The above amount is the City's estimated requirement; however, the vendor will supply the City's entire requirement, be it more or less.

MBE/WBE PARTICIPATION:

Not Applicable. Award is below MBE/WBE subcontracting threshold of \$50,000.00.

- | | | |
|---------------------------------|-------------|---------|
| 21. ARROW SAFETY DEVICE COMPANY | \$34,232.00 | Low Bid |
|---------------------------------|-------------|---------|
- Solicitation Number B50005761 - Pelican Flashlights and Holster and Wand Kits - Baltimore Police Department - Req. No.: R813943

Vendors were solicited by posting on CitiBuy. Three bids were received and opened on August 26, 2019. Arrow Safety Device Company was found to be the lowest responsive, responsible bidder; therefore, award is recommended.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
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Bureau of Procurement - cont'd

The above amount is the City's estimated requirement; however, the vendor will supply the City's entire requirement, be it more or less.

MBE/WBE PARTICIPATION:

Not Applicable. Award is below MBE/WBE subcontracting threshold of \$50,000.00.

22. ATLANTIC EMERGENCY SOLUTIONS	\$278,697.00	
HOUSTON GALVESTON AREA COUNCIL		Cooperative Contract
<u>Contract No. AM10-18 - Ultramedic I, 168" x 96", PT, RAM 4500 (4x2) w/Air Ride (Road Rescue Medic Unit) - Department of General Services, Fleet Management - Req. No.: R829709</u>		

One road rescue medic unit will be purchased from a competitively bid, cooperative inter-local contract agreement between the Baltimore Regional Cooperative Purchasing Committee (BRCPC) and Houston-Galveston Area Council. This medic unit will replace an older medic unit in the City's fleet, as part of Fleet Management's planned replacement program. The contract expires September 30, 2020.

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 February 1, 2019, MWBOO determined no goals would be set because of no opportunity to segment the contract. This is for the purchase of commodities from an authorized heavy equipment dealer who is required to provide associated pre-delivery inspection and warranty repairs.

MWBOO GRANTED A WAIVER

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

VENDOR	AMOUNT OF AWARD	AWARD BASIS
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Bureau of Procurement - cont'd

STATEMENT OF PURPOSE AND RATIONALE FOR NON-COMPETITIVE PROCUREMENT.

On January 18, 2012, the Board approved the initial award in the amount of \$2,447,640.00. The award contained one renewal option which was approved on December 31, 2016, as well as one extension. An extension and an increase in the amount of \$3,000,000.00 is necessary to continue drawbridge operations for the Department of Transportation while the Solicitation B50005883 is advertised and awarded. The first extension expires on August 31, 2019. The period of this extension is September 1, 2019 through March 31, 2020. The above amount is the City's estimated requirement.

MBE/WBE PARTICIPATION:

On August 5, 2011, it was determined that no goals would be set because of no opportunity to segment the contract.

26. RED HAWK FIRE		Ratification and Extension
AND SECURITY, LLC	\$5,000,000.00	
Contract No. B500001080 - CCTV Maintenance and Platform Integration - Mayor's Office of Criminal Justice, Baltimore City Police Department, Department of Transportation - P.O. Nos.: P508992 and P543849		

This request meets the condition that there is no advantage in seeking competitive responses.

STATEMENT OF PURPOSE AND RATIONALE FOR NON-COMPETITIVE PROCUREMENT.

On February 8, 2012, the Board approved the initial award in the amount of \$2,800,000.00. The award contained three renewal options. Subsequent actions have been approved and all

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
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Bureau of Procurement - cont'd

renewals have been exercised. An extension in the amount of \$5,000,000.00 is necessary to continue CCTV maintenance and support services for various City agency locations while new requirements are determined so that a Solicitation is competitively bid. The period of the ratification is July 1, 2019 through September 11, 2019. The period of the extension is September 12, 2019 through December 31, 2019. The above amount is the City's estimated requirement.

MBE/WBE PARTICIPATION:

On April 23, 2009, MWBOO set goals of 7% MBE and 2% WBE. On August 15, 2019, MWBOO found Red Hawk Fire and Security, LLC in compliance.

	<u>Commitment</u>	<u>Performed</u>	
MBE: Paniagua Enterprises, Inc.	7%	\$472,762.50	16.5%
WBE: Fleet Electric, Inc.	1%	\$598,338.00	20.8%

MWBOO FOUND VENDOR IN COMPLIANCE ON AUGUST 15, 2019.

UPON MOTION duly made and seconded, the Board approved the foregoing Informal Awards, Increases to Contracts and Extensions. The Board further approved and authorized execution of the Agreement with Rexel USA, Inc. (item no. 12) and the Agreement with LinkedIn Corporation (item no. 14).

MINUTES

Department of Human Resources - Group Sales Agreement and
Expenditure Authorization

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a Group Sales Agreement (Agreement) with Red Lion Hotels Corporation d/b/a Hotel RL Baltimore Inner Harbor for the Fire Captain (EMS) and Fire Lieutenant (EMS) promotional assessment process. The period of the Agreement is September 23 - 27, 2019.

The Board is also requested to approve payment by Expenditure Authorization for airfare, per diem, and ancillary expenses for experts to administer the assessment.

AMOUNT OF MONEY AND SOURCE:

\$ 1,350.00 Ancillary Expenses
Nine Examiners x \$150.00 Each

(For reimbursement of travel expenses, luggage fees, cab/shuttle fees to and from the airport, parking)

4,336.20 Hotel RL: September 23 - 26, 2019
Oral Assessment
Overnight Guestrooms
10 Guest Suites x 4 Nights
@\$99.00 net rate = \$376.20

1,300.86 Business/Interview Rooms
September 25 - 26, 2019
6 Rooms x 2 Days
@ \$99.00 net rate = \$1,188.00

1,000.00 Valet
September 23 - 27, 2019
10 Cars x 5 Days
@\$20.00 per day (\$200.00 x 5 days)

MINUTES

DHR - cont'd

0.00	Training/Registration Room x 3 days (Complimentary)
237.60	Hospitality Suite x 2 Days September 25 - 26, 2019 \$99.00 Rental x 2 days = \$198.00 (\$198.00 x 20% Service Fee) = \$39.60
270.00	Coffee Service - Training Day Coffee Service Beverage/Snack Break September 24, 2019 15 Attendees x \$15.00/person x 1 = \$225.00 (\$225.00 x 20% Service Charge)
236.00	Coffee Service/Beverage/Snack Break September 25 - 26, 2019 10 Attendees x \$10.00/person x 2 days = \$200.00 (\$200.00 x 18% Service Fee) = \$36.00
0.00	Audiovisual Equipment (Training Day) Tuesday September 24, 2019 Complimentary
6,750.00	Examiners' Airfare (Roundtrip): 9 Examiners Traveling from Various Locations @\$750.00
<u>3,195.00</u>	Per Diem (Meal Allowance): Per Diem Rate - \$71.00 per day x 5 days = \$355.00 9 Examiners (\$355.00 x 9)
\$18,675.66	- 1001-000000-1603-172500-603026

BACKGROUND/EXPLANATION:

The Fire Captain and Fire Lieutenant (EMS) assessments occur once every two years. The assessment includes written and oral exam components and is scheduled to take place on September 23, 2019, and September 24 - 27, 2019, respectively. Sixteen rooms will be necessary to administer the exam.

MINUTES

DHR - cont'd

Ten rooms will be rented for overnight accommodation for nine examiners and one assessment administrator.

Six rooms will be rented for administration of the exam. The rooms will be utilized for training of Examiners, candidate interview preparation, for candidates to prepare responses to interview questions and to conduct panel interviews. The number of candidates who will be scheduled for the Oral portion of the exam will not be available until after the Written Component, administered on September 23, 2019 at the DHR. The room reservations for this function must be arranged many months in advance. The submitted Agreement is based upon the maximum usage requirements and may be reduced. The approval for other expenses such as travel (personal vehicle reimbursement, airfare, etc.) and meal allowance (per diem checks) for examiners is also requested.

The examiners will arrive in Baltimore on Monday, September 23, 2019. The Examiner's training will be conducted on Tuesday, September 24, 2019 and the Oral components will be administered Wednesday, September 25, 2019 through Thursday, September 26, 2019. The examiners will depart the hotel the morning of Friday, September 27, 2019 due to the length of testing on Thursday and the distance back to their respective jurisdictions.

The estimated costs for hotel parking for the Examiners and the Assessment Administrator is also included as some Examiners will have vehicles and due to the early start between 6:30 a.m. and 7:30 a.m. each day and long working hours.

The number of candidates who will be scheduled for the oral portion of the exam will not be available until after the written, multiple-choice component of the exam has been administered (on June 18, 2016) and scored. Following scoring, a testing schedule for the oral exam will be created and the number of testing days will confirmed. To ensure adequate accommodations are available, room reservations must be arranged well in advance. The submitted quote is based upon the maximum anticipated usage and may be reduced.

MINUTES

DHR - cont'd

Most examiners will arrive in Baltimore on Sunday, August 14, 2016. It is anticipated that the oral examination process will begin on Monday, August 15, 2016 with training/orientation and run through Saturday, August 20, 2016. Some examiners will depart the hotel the morning of August 21, 2016 due to the length of testing on Saturday and the distance back to their respective jurisdictions.

Due to the early start and long working hours, a beverage break will be made available to the examiners each morning. Estimated cost for hotel parking for the examiners at the hotel is also included as some examiners may have vehicles. Audiovisual equipment which is required for training at the hotel and for use at the BCC during the multiple-choice assessment is also included.

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 Group Sales Agreement with Red Lion Hotels Corporation d/b/a Hotel RL Baltimore Inner Harbor for the Fire Captain and Fire Lieutenant promotional assessment process. The Board further approved payment by Expenditure Authorization for airfare, per diem, and ancillary expenses for experts to administer the assessment.

MINUTES

Department of Housing and Community Development (DHCD) - Form Grant Agreement - Community Catalyst Operating Grants Program

ACTION REQUESTED OF B/E:

The Board is requested to approve the form agreements for the Community Catalyst Operating Grants Program as follows:

- Form Agreement for Grantees and
- Form Agreement for Fiscal Agents with Grantees.

The period of the Form Agreements will vary for each grantee but can be a maximum of three years effective upon date of execution with the DHCD.

The Board is also requested to authorize the Commissioner of the Department of Housing and Community Development to execute the agreements in the submitted form/s for the Community Catalyst Operating Grants Program.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

The DHCD's community development strategies focus resources in disinvested and overlooked communities where City funds will spur growth and transformation and attract additional investment. The DHCD created the Community Catalyst Grants program (CCG), a \$5,000,000.00 initiative to leverage assets and support community-led organizations to increase their capability and ability to undertake neighborhood revitalization initiatives. Up to \$2,000,000.00 of CCG funds were allocated to supporting operating costs and up to \$3,000,000.00 to supporting capital projects.

MINUTES

DHCD - cont'd

In October 28, 2018, the DHCD released the CCG Operating Grant Guidelines and Application. On March 7, 2019, the Mayor awarded 35 organizations a total of \$1,750,000.00. The balance of \$250,000.00 will be maintained for the DHCD's administrative costs.

The Board of Estimates is requested to approve a Form Agreement for Grantee and a Form Agreement for Grantees with Fiscal Agents. Each agreement includes the terms and conditions to receive the funds, reporting requirements, and standard City requirements. Following the Board's approval of the form agreements, the Board will be asked to approve individual project budgets for each of the grantees. This approval could be requested as one or more items. The DHCD will provide the Department of Audits with the final copies of budgets and scope of work prior to their submission to the Board of Estimates. The Community Catalyst Grant Awardees are submitted below:

Community Catalyst Grant Awardees

Name	Description	Award Amount
Arch Social Community Network	Funds requested over a 3-year period to build capacity in the areas of economic development, youth development and cultural engagement in disinvested West Baltimore communities. Programs will create opportunities to engage youth leadership in action, build economic opportunities for residents, reinvigorate and enhance culture through the engagement of the arts.	\$75,000.00
Baltimore Good Neighbors Coalition	Funds requested over 2 years to hire full-time community organizer for zip codes 21215-17 to reduce violent crimes associated with alcohol outlets.	\$50,000.00
Baltimore Roundtable for Economic Democracy	Funds are requested over 2 years to develop a pilot program to prototype and develop a pipeline connecting retired business owners to help create successful worker-owned businesses.	\$47,000.00

MINUTES

DHCD - cont'd

Name	Description	Award Amount
Belair-Edison	Funds are requested over 3 years to build capacity by hiring a Real Estate Asset Specialist to increase homeownership through acquisition.	\$48,000.00
Bikemore	Funds requested over 3 years to hire a full time manager and grow the capacity of the Mobile Bike shop, which provides free service and repairs to areas that lack access to bike shops and also discuss transportation and land use issues.	\$35,000.00
Black Women Build	Funds are requested over 3 years to provide strategic planning, accounting, and insurance to support operations for a new program that trains black women to rehabilitate vacant homes in Upton & Druid Heights.	\$65,000.00
Bon Secours	Funds requested over 2 years to integrate the Clean & Green Landscaping & Urban Agriculture programs to teach youth farming skills and address food insecurity issues by hiring a full time program manager.	\$25,000.00
BRIDGES	Funds are requested over 3 years to support establishing BRIDGES, a new CDC that will focus on the Belvedere Avenue Corridor by providing strategic planning and project management for 3 integrated real estate projects.	\$70,000.00
Baltimore Youth Kinetic Energy (BYKE)	Funds are requested over 3 years to support an after school program that provides jobs and bike mechanics to youth.	\$40,000.00
Central Baltimore Partnership	Funds requested over 1 year to build capacity of the Greater Greenmount Community Association and support revitalization in East Baltimore Midway.	\$40,000.00
Cherry Hill Development Corporation	Funds are requested over 3 years to build the Cherry Hill CDC capacity to undertake the community's comprehensive revitalization plan by hiring an office manager, community organizer, and upgrading IT/communications.	\$75,000.00

MINUTES

DHCD - cont'd

Name	Description	Award Amount
Clergy United for the Transformation of Sandtown	Funds are requested over 3 years to build organizational capacity by hiring an executive director and administrative assistant who can assist with programs and raising funds.	\$50,000.00
Coldstream Homestead Montebello CDC	Funds are requested over 2 years to improve conditions near the Tivoly Avenue development site by establishing a clean and green program.	\$25,000.00
Coppin Heights CDC	Funds are requested for 1 year to hire a community organizer and office assistant and offset the director's salary to support the Walbrook Lumber redevelopment initiative.	\$75,000.00
East North Avenue CDC	Funds are requested over 3 years to hire a grant writer to raise funds for an executive director, office space and to purchase equipment.	\$50,000.00
Endside Out	Funds are requested over 2 years to expand/implement "Know your Health" program at 5 schools: Cherry Hill (21st Century), Arundel (21st Century), Graceland Park, Matthew Henson, and Carter Woodson.	\$50,000.00
Forest Park Alliance & WBC CDC	Funds are requested over 3 years to provide operating funds for consultants, computers and operating costs to support the shared neighborhood revitalization objectives of a 5 member community collaboration.	\$75,000.00
Garrison Restorative Action	Funds are requested over 3 years to improve neighborhood conditions in the Calloway Garrison community by hiring staff and consultants for strategic planning, to expand programs, and support community organizing.	\$45,000.00
Greater Baybrook Alliance	Funds are requested over 2 years to expand participation of underrepresented groups by partnering with CASA.	\$50,000.00
Habitat For Humanity Chesapeake	Funds are requested over 3 years to expand the HabiCorps program by creating a landscaping pilot program that will provide training for 25 individuals to complete landscaping on 25 Habitat Homes.	\$40,000.00

MINUTES

DHCD - cont'd

Name	Description	Award Amount
Hanlon Improvement Association	Funds are requested over 3 years to professionalize operations by opening an office and hiring a director and administrative assistant.	\$25,000.00
Historic East Baltimore Community Action Coalition	Funds are requested over 2 years for consulting services and new staff to support the Madison East End Community development initiative, a new program aimed at stabilizing the housing market, attracting investment and building a mixed income "housing ladder".	\$47,000.00
Holy Nativity	Funds are requested over 3 years for consultant services associated with operations, programs, workforce, economic development and a Sankofa cultural center and museum as part of the CDC's efforts to undertake development in Park Heights.	\$50,000.00
Impact Hub Baltimore & Twilight Quest	Funds are requested over 2 years to expand the Strategy School program to spur job creation and economic development with small businesses in Main Streets, VRI areas and Arts Districts.	\$34,000.00
Intersection of Change	Funds are requested over 3 years to develop a strategic plan and director's salary for Jubilee Arts, Martha's Place and Strength to Love II farm.	\$48,000.00
KMW/Threshold	Funds are requested for 3 years to help create KMW, a subsidiary of Threshold that will undertake development projects, provide development-consulting services for proposed residential development in the 400 block of E Lafayette and provide planning services to expand Threshold's pre-release services for non-violent offenders.	\$50,000.00
Leaders of a Beautiful Struggle	Funds are requested for 3 years to support establishing the nation's first black arts and entertainment district on Pennsylvania Avenue by establishing a nonprofit organization, creating a strategic plan, and creating strategic partnerships.	\$75,000.00
Neighborhood Design Center	"Plan Together" program to provide comprehensive planning services in disinvested neighborhoods that require complex approaches for redevelopment.	\$25,000.00

MINUTES

DHCD - cont'd

Name	Description	Award Amount
Parks & People	Funds are requested over 2 years to increase technical capacity by hiring consultants, purchase equipment and contract with workforce development programs to provide expertise in design, land-use issues, construction management, financing and maintenance.	\$40,000.00
Peoples Homesteading Group	Funds are requested over 3 years to build capacity by hiring a Director of Operations to strengthen efforts and support the community's revitalization objectives.	\$60,000.00
Sandtown Harlem Park Master Plan	Funds are requested for 3 years to develop a master plan for Harlem Park & Sandtown to guide redevelopment.	\$60,000.00
Southwest Partnership	Funds are requested for 1 year to support the implementation of a Main-Street style program on West Baltimore Street.	\$47,000.00
St. Francis Neighborhood Center	Funds are requested for 1 year to hire staff to support expansion of youth programming services and facility.	\$49,000.00
Station North Tool Library	Funds are requested for 3 years to formalize the organization and expand the capacity of its Home Care & Repair program. The grant will create a 501(c)3, develop a strategic plan, and fund education and outreach to low-income neighborhoods to support affordable housing in rapidly gentrifying areas.	\$70,000.00
Upton Planning Committee	Funds are requested of 2 years to hire full time Main Street Manager for Pennsylvania Avenue, a program associate to help implement master plan recommendations and a finance consultant.	\$40,000.00
Total Awardees amount		\$1,750,000.00
DHCD Administrative Cost		\$ 250,000.00
Total CCG Operating Funds		\$2,000,000.00

MINUTES

DHCD - cont'd

MBE/WBE PARTICIPATION:

MWBOO WAIVED PARTICIPATION FOR ALL AWARDS IN THE AMOUNT OF \$50,000.00 OR GREATER ON SEPTEMBER 11, 2019.

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved the form agreements for the Community Catalyst Operating Grants Program. The Board further authorized the Commissioner of the Department of Housing and Community Development to execute the agreements in the submitted form/s for the Community Catalyst Operating Grants Program, after the Board approved the project budget and scope of work for the grantee.

MINUTES**TRAVEL REQUESTS**

<u>Name</u>	<u>To Attend</u>	<u>Fund Source</u>	<u>Amount</u>
<u>Department of General Services</u>			
1. Tereina Galloway Catherine Burns	2019 International Training Conference and Expo Miami, FL Sept. 21 - 26, 2019 (Reg. Fee \$919.00 ea.)	General Funds	\$4,437.62

The subsistence rate for this location is \$184.00 per night. The cost of the hotel is \$149.00 per night, plus hotel taxes of \$10.43 per night and occupancy tax of \$8.94 per night. The hotel cost in the amount of \$745.00, plus taxes of \$52.15, occupancy fee of \$44.70, and registration fee of \$919.00 for each attendee were prepaid on a City-issued procurement card assigned to Mr. Benjamin Brosch. Therefore, Ms. Galloway and Ms. Burns will be disbursed \$235.00 each.

Pursuant to AM 240-3, the Board of Estimates must take action on a Travel Request if the City representative's absence will exceed five workdays or it involves one or both weekend days. The source or type of funds used to pay for the travel has no bearing upon the requirement of approval.

Baltimore City Health Department

2. Sinmidele Badero	2019 CityMatCH Maternal and Child Health Leadership Conference Sept. 22 - 25, 2019 Providence, RI (Reg. Fee \$650.00)	Care First	\$1,920.76
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MINUTES**TRAVEL REQUESTS**

<u>Name</u>	<u>To Attend</u>	<u>Fund Source</u>	<u>Amount</u>
<u>Baltimore City Health Department - cont'd</u>			

The subsistence rate for this location is \$217.00 per night. The cost of the hotel is \$184.00 per night, plus hotel taxes of \$23.92 per night. The Department is requesting additional subsistence of \$7.00 per day for meals and incidentals. The airfare cost of \$467.00 and hotel cost of \$651.00, plus hotel taxes of 71.76 were prepaid on a City-issued procurement card assigned to Mr. Malcolm Hayes-Green. The registration fee of \$650.00 was prepaid by EA000330564. Therefore, Sinmidele Badero will be disbursed \$180.00.

Pursuant to AM 240-3, the Board of Estimates must take action on a Travel Request if the City representative's absence will exceed five workdays or it involves one or both weekend days. The source or type of funds used to pay for the travel has no bearing upon the requirement of approval.

Bureau of Accounting and Payroll Services

3. Deborah Brandes	WorkDay Human Capital Management ERP Training Sept. 23 - 27, 2019 Oct. 1 - 4, 2019 Atlanta, GA (Reg. Fee \$0.00)	Travel Funds	\$2,431.99
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The subsistence rate for this location is \$225.00 per night.

The cost of the hotel for Sept. 23, 2019 through Sept. 24, 2019 is \$136.32, plus hotel tax of \$31.63 each night.

The cost of the hotel for Sept. 25, 2019 is \$95.04, plus hotel tax of \$31.63.

MINUTES**TRAVEL REQUESTS**

<u>Name</u>	<u>To Attend</u>	<u>Fund Source</u>	<u>Amount</u>
<u>Bureau of Accounting and Payroll Services</u>			

The cost of the hotel for Sept. 26, 2019 is \$136.32, plus hotel tax of \$31.63.

The cost of the hotel for Sept. 30, 2019 through Oct. 3, 2019 is \$189.12, plus hotel tax of \$31.63 each night.

Ms. Brandes has two back-to-back conferences (September 24 - 27, 2019 and October 1 - 4, 2019). She will remain in Atlanta, Georgia on September 28 - 29, 2019 at no extra cost to the City.

The airfare costs of \$318.96, hotel cost of \$1,260.48, and plus hotel tax of \$253.03 were prepaid using a City-issued procurement card assigned to Sandra Stecker. Therefore, the disbursement to Ms. Brandes is \$599.52.

Pursuant to AM 240-3, the Board of Estimates must take action on a Travel Request if the City representative's absence will exceed five workdays or it involves one or both weekend days. The source or type of funds used to pay for the travel has no bearing upon the requirement of approval.

Department of Public Works

4. Rudolph Chow	92 nd Annual Water Environmental Federation Technical Exhibition & Conference Chicago, IL Sept. 22 - 24, 2019 (Reg. Fee \$725.00)	General Funds	\$1,909.02
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MINUTES**TRAVEL REQUESTS**

<u>Name</u>	<u>To Attend</u>	<u>Fund Source</u>	<u>Amount</u>
<u>Department of Public Works - cont'd</u>			

The subsistence rate for this location is \$299.00 per night. The cost of the hotel is \$299.00 per night and hotel taxes of \$52.03 per night. The airfare of \$341.96 includes early bird check-in. The Department is requesting additional subsistence of \$40.00 per day for meals and incidentals.

The registration cost of \$725.00 for Mr. Chow was prepaid using a City-issued credit card assigned to Ms. Binta Gallman. Therefore, the disbursement to Mr. Chow is \$1,184.02.

5. Harpreet Singh	92 nd Annual Water Environmental Federation Technical Exhibition & Conference Chicago, IL Sept. 22 - 25, 2019 (Reg. Fee - Waived)	Waste Water Utility Fund	\$1,304.97
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Pursuant to AM 240-3, the Board of Estimates must take action on a Travel Request if the City representative's absence will exceed five work days or it involves one or both weekend days. The source or type of funds used to pay for the travel has no bearing upon the requirement of approval. The disbursement to Mr. Singh is \$1,304.97.

Employees' Retirement System

6. Adetutu Talabi	16 th Annual Public Pension Financial Forum (P2F2) Conference Salt Lake City, UT October 19 - 23, 2019 (Reg. Fee \$525.00)	Special Funds- ERS	\$1,908.00
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MINUTES

TRAVEL REQUESTS

<u>Name</u>	<u>To Attend</u>	<u>Fund Source</u>	<u>Amount</u>
<u>ERS</u> - cont'd			

The subsistence rate for this location is \$181.00 per day. The hotel cost is \$199.00 per night. The Employees' Retirement System is requesting an additional \$18.00 per day, totaling \$72.00 to cover the hotel costs. The Employees' Retirement System is also requesting an additional \$40.00 per day, totaling \$160.00 to cover meals and incidental expenses. The additional \$232.00 has been added to the total.

Pursuant to AM 240-3, the Board of Estimates must take action on a Travel Request if the City representative's absence will exceed five work days or if it involves one or both weekend days. The source or type of funds used to pay for the travel has no bearing upon the requirement of approval.

7. David A. Randall	16 th Annual Public Pension Financial Forum (P2F2) Conference Salt Lake City, UT Oct. 20 - 24, 2019 (Reg. Fee: \$425.00)	Special Funds ERS	\$1,752.60
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The subsistence rate for this location is \$181.00 per night. The cost of the hotel is \$139.00 per day. There are no additional hotel fees or taxes for Mr. Randall's stay at the hotel. The cost of the airfare is \$543.60. The registration fee in the amount of \$425.00 was paid directly to P2F2. Therefore, Mr. Randall will be disbursed \$1,327.60.

Pursuant to AM 240-3, the Board of Estimates must take action on a Travel Request if the City representative's absence will exceed five work days or if it involves one or both weekend days. The source or type of funds used to pay for the travel has no bearing upon the requirement of approval.

MINUTES**TRAVEL REQUESTS**

<u>Name</u>	<u>To Attend</u>	<u>Fund Source</u>	<u>Amount</u>
<u>Mayor's Office of Criminal Justice</u>			
8. Anisha Thomas Dedra Layne	2019 CityMatch Maternal and Child Health Leadership Conference Providence, RI Sept. 22 - 25, 2019 (Reg. Fee \$0.00 ea.)	General Funds	\$2,482.74

The subsistence rate for this location is \$217.00 per night. The cost of the hotel is \$219.00 per night, plus hotel taxes of \$28.47 per night. The Department is requesting additional subsistence of \$2.00 per night for hotel costs and \$40.00 per day for meals and incidentals for each attendee. The airfare cost of \$327.96, for Ms. Thomas and airfare cost of \$309.96 for Ms. Layne, and the hotel cost in the amount of \$657.00, plus hotel taxes of \$85.41 for each attendee were prepaid on a City-issued procurement card assigned to Mr. Hosea Chew. Therefore, Ms. Thomas and Ms. Layne will be disbursed \$180.00 each.

Pursuant to AM 240-3, the Board of Estimates must take action on a Travel Request if the City representative's absence will exceed five workdays or it involves one or both weekend days. The source or type of funds used to pay for the travel has no bearing upon the requirement of approval.

RETROACTIVE TRAVEL REIMBURSEMENTDepartment of Recreation and Parks

9. Robert Wall	Maryland Recreation and Parks Association Annual Conference April 9 - 11, 2019 Ocean City, MD (Reg. Fee \$0.00)	General Funds	\$ 281.77
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MINUTES

RETROACTIVE TRAVEL REIMBURSEMENT

<u>Name</u>	<u>To Attend</u>	<u>Fund Source</u>	<u>Amount</u>
<u>Department of Recreation and Parks - cont'd</u>			

On April 9 - 11, 2019, Mr. Wall traveled to Ocean City, MD to attend the Maryland Recreation and Parks Association Annual Conference. The allowed subsistence rate for this location was \$172.00 per day. The hotel rate was \$70.43 per night. The hotel taxes were \$7.40 per night. Therefore, the reimbursement to Mr. Wall is \$281.77.

This request is late because of the administrative review process. The Department requests retroactive travel approval. The requested travel reimbursement is as follows:

TRAVEL REIMBURSEMENT

\$211.29 - Hotel
22.20 - Hotel Tax
<u>48.28 - Food</u>
\$281.77

Department of General Services

10. Chichi Nyagah-Nash	Government Fleet Exposition and Conference July 17 - 20, 2019 New Orleans, LA (Reg. Fee \$0.00)	General Funds	\$1,690.23
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On July 17 - 20, 2019, Ms. Nyagah-Nash traveled to New Orleans, LA to the Government Fleet Exposition and Conference. The allowed subsistence rate for this location is \$232.00 per day. The hotel rate was \$152.00 per night, the hotel taxes were \$24.10 per night. Therefore, the reimbursement to Ms. Nyagah-Nash is \$1,690.23.

MINUTES

RETROACTIVE TRAVEL REIMBURSEMENT

Department of General Services - cont'd

<u>Name</u>	<u>To Attend</u>	<u>Fund Source</u>	<u>Amount</u>
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This request is late because of the administrative review process. The Department requests retroactive travel approval. The requested travel reimbursement is as follows:

TRAVEL REIMBURSEMENT

1,041.96	- airfare
60.00	- ground transportation
456.00	- Hotel
72.30	- Hotel Tax
59.97	- Food
<u>\$1,690.23</u>	

Office of City Council President

11. Kristerfer Burnett	31 st Annual Crimes Against Children Conference Dallas, TX Aug. 11 - 14, 2019 (Reg. Fee \$350.00)	Elected Officials Expense Account and the Human Traffick- ing Grant	\$1,326.83
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Mr. Burnett traveled to Dallas, Texas to attend the 31st Annual Crimes Against Children Conference from August 11 - 14, 2019.

The subsistence rate for this location was \$215.00 per night. The cost of the hotel was \$152.00 per night, plus hotel taxes of \$20.156 per night, and a tourism fee of \$3.04 per day.

Mr. Burnett personally incurred the costs of the airfare in the amount of \$350.98, the hotel costs, hotel taxes, the tourism fees, the registration fee, and the cost of meals and incidentals.

MINUTES

RETROACTIVE TRAVEL APPROVAL/REIMBURSEMENT

<u>Name</u>	<u>To Attend</u>	<u>Fund Source</u>	<u>Amount</u>
<u>Office of City Council President - cont'd</u>			

Mr. Burnett will be reimbursed the cost of the airfare, the hotel, hotel taxes, the tourism fees, and the registration fee from the Mayor's Office of Criminal Justice's Human Trafficking Grant and the cost of meals and incidentals from the Elected Officials Expense Account.

TRAVEL REIMBURSEMENT

\$ 350.98 - Airfare
 456.00 - Hotel (\$152.00 x 3)
 60.47 - Hotel taxes (\$20.156 x 3)
 9.12 - Tourism fees (\$3.04 x 3)
 350.00 - Registration fee
 100.26 - Meals and incidentals
\$1,326.83 - Total

This request is late because details for the total amount of the meals was not provided prior to Mr. Burnett's departure.

Baltimore City Office of Information and Technology (BCIT)

12. Kenya Asli	2019 Code for America Summit Oakland, CA May 29 - 31, 2019 (Reg. Fee \$0.00)	General Funds	\$1,257.11
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Ms. Asli traveled to Oakland, California to attend the 2019 Code for America Summit from May 29 - 31, 2019.

The subsistence rate for this location was \$241.00 per night. The cost of the hotel was \$169.00 per night, plus hotel taxes of \$28.70 per night.

MINUTES

RETROACTIVE TRAVEL APPROVAL/REIMBURSEMENT

<u>Name</u>	<u>To Attend</u>	<u>Fund Source</u>	<u>Amount</u>
<u>BCIT</u> - cont'd			

The airfare in the amount of \$516.96, the hotel costs, and the hotel taxes were prepaid by a City-issued credit card assigned to Ms. Charmane Baker. Ms. Asli personally incurred the cost of meals and incidentals and ground transportation. Therefore, the reimbursement to Ms. Asli is \$147.05.

TRAVEL REIMBURSEMENT

\$129.88 - Meals and incidentals
17.17 - Ground transportation
\$147.05 - Total

This request is late because of delays caused by the ransomware event.

UPON MOTION duly made and seconded, the Board approved the foregoing Travel Requests and Retroactive Travel Reimbursements. The Mayor **ABSTAINED** on item no. 11. The President **ABSTAINED** on item no. 11. The Comptroller **ABSTAINED** on item nos. 6 and 7. The Director of Public Works **ABSTAINED** on item no. 4.

MINUTES

PROPOSALS AND SPECIFICATIONS

1. Department of Recreation & Parks - RP 17807, Druid Hill Aquatic Center and Parking Lot
BIDS TO BE RECV'D: 11/20/2019
BIDS TO BE OPENED: 11/20/2019

2. Department of General Services - GS 18833, Baltimore Visitor Center Renovations
BIDS TO BE RECV'D: 10/30/2019
BIDS TO BE OPENED: 10/30/2019

There being no objections, the Board, UPON MOTION duly made and seconded, approved the above Proposals and Specifications to be advertised for receipt and opening of bids on the dates indicated.

MINUTES

President: "As there is no more business before the Board we will recess until bid opening at 12:00 noon."

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MINUTES

Comptroller: "I'd like to call to order the Board of Estimates noon opening for September 18, 2019."

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 **NO ADDENDA WERE RECEIVED** extending the dates for receipt and opening of bids on the following contracts. There were no objections.

Thereafter, UPON MOTION duly made and seconded, the Board received, opened and referred the following bids to the respective departments for tabulation and report:

Bureau of Procurement - B50005861, Tire Service Truck

Pacifico Ford Inc.
Bayshore Ford Truck Sales
Beltway International LLC

Bureau of Procurement - B50005870, Wash Bay Platform Life

Alan Tye & Associates

MINUTES

Bureau of Procurement - B50005895, Crew Cab Pickup

Hertrich Fleet Services
Pacifico Ford Inc.
Bayshore Ford Truck Sales
Beltway International LLC

Department of Public Works - SC 998, On-Call Assessment and
Repairs of Sanitary Sewer Mains
and Lateral - Various Locations

Spiniello Infrastructure Worldwide
Anchor Construction Corporation
IPR Northeast
Metra Industries

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There being no objections, the Board, UPON MOTION duly made
and seconded, adjourned until its next regularly scheduled meeting
on Wednesday, September 25, 2019.


JOAN M. PRATT
Secretary