

MINUTES

REGULAR MEETING

Honorable Bernard C. "Jack" Young, President - **ABSENT**

Honorable Stephanie Rawlings-Blake, Mayor

Honorable Joan M. Pratt, Comptroller and Secretary

George A. Nilson, City Solicitor

Alfred H. Foxx, Director of Public Works

David E. Ralph, Deputy City Solicitor

Ben Meli, Deputy Director of Public Works

Bernice H. Taylor, Deputy Comptroller and Clerk

Edward Reisinger, Vice President

Pursuant to Article VI, §1(c) of the revised City Charter effective July 1, 1996, the Honorable President, Bernard C. "Jack" Young, in his absence during the meeting, designated Mr. Edward Reisinger, Vice President, to represent the President and exercise his power at this Board meeting.

The meeting was called to order by the Vice President.

Vice President Reisinger: "I will direct the Board members attention to the memorandum from the President's office dated January 14, 2013, identifying matters to be considered as routine agenda items, together with any corrections and additions that have been noted by the Deputy Comptroller. At this time, I will entertain a motion to approve all of the items contained on the routine agenda. Do I have a motion?"

City Solicitor: "Move the approval of all items on the routine agenda."

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Vice President Reisinger: "Do I have a second?"

Comptroller: "Second."

Vice President Reisinger: "Comptroller second, All those in favor say AYE. Those opposed NAY. The AYE's have it. The motion carries. The routine agenda has been adopted."

* * * * *

MINUTES

BOARDS AND COMMISSIONS

1. Prequalification of Contractors

In accordance with the Rules for Prequalification of Contractors, as amended by the Board on October 31, 1991, the following contractors are recommended:

Advanced Fire Protection Systems, LLC	\$ 5,310,000.00
Community Bridge, Inc.	\$ 5,436,000.00
Concrete Services, Inc.	\$ 8,000,000.00
Contracting Specialists, Inc.-DC	\$ 1,500,000.00
DRM Associates, Inc.	\$ 1,500,000.00
Daily's Landscaping & Turf Service, Inc.	\$ 1,500,000.00
Genesis Steel Service, Inc.	\$ 8,000,000.00
Inland Waters Pollution Control, Inc.	\$ 60,000,000.00
Work Capacity Rating Underwritten by Blanket Guarantee of \$60,000,000.00 from the Parent Corporation Inland Pipe Rehabilitation, LLC	
Kayden Premier Enterprises, Inc.	\$ 1,500,000.00
McNew Excavating, Inc.	\$ 1,500,000.00
Tutor Perini Corporation	\$501,048,000.00

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BOARDS AND COMMISSIONS - cont'd2. 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:

CH2M Hill Engineers, Inc.	Engineer
David H. Gleason Associates, Inc.	Architect
+Dewberry Consultants, LLC	Architect Landscape Architect Engineer Land Survey
KCE Engineering, Inc.	Engineer Landscape Architect Land Survey
Mahan Rykiel Associates, Inc.	Landscape Architect
McCormick Taylor, Inc.	Landscape Architect 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.

MINUTES

Mayor's Office of Employment - Agreements
Development (MOED)

The Board is requested to approve and authorize execution of the following agreements:

1. **BALTIMORE CITY COMMUNITY COLLEGE (BCCC)** **\$ 2,940.00**

Account: 1001-000000-6331-497415-603051

The BCCC will manage and administer computer-aided instruction, leading to a high school diploma, using the APEX instructional program. This program will be provided to youth enrolled in the City's initiative known as Youth Opportunity System (YOS). The period of the agreement is January 2, 2013 through June 30, 2013.

2. **TOWSON UNIVERSITY-DIVISION OF ECONOMIC AND COMMUNITY OUTREACH** **\$21,000.00**

Account: 4000-807513-6312-467253-603051
4000-806713-6312-467253-603051
4000-803112-6312-467253-603051

The organization will provide training in those areas specified on the Maryland Higher Education Commission list. The training will consist of the programs in the course or certificate curriculum outline and will include any participant attendance policies, academic benchmarks and means of measuring achievements, completion standards, and the total hours of each course in a certificate program. The maximum length of time a participant can remain in training is one year. The accounts and amounts drawn cannot

MINUTES

MOED - cont'd

be determined until the participants are registered. The period of the agreement is October 1, 2012 through June 30, 2013.

This agreement is late because additional time was required in the negotiation process.

AUDITS REVIEWED AND HAD NO OBJECTION.

APPROVED FOR FUNDS BY FINANCE

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

MINUTES

Mayor's Office of Employment - Grant Award
Development (MOED)

ACTION REQUESTED OF B/E:

The Board is requested to approve acceptance of a grant award from the Maryland Department of Labor, Licensing and Regulation. The period of the grant award is October 12, 2012 through June 30, 2014.

AMOUNT OF MONEY AND SOURCE:

\$2,490,955.00 - 4000-807513-6312 (Adult)
1,022,634.00 - 4000-806713-6312 (Dislocated Worker)
\$3,513,589.00

BACKGROUND/EXPLANATION:

The funds will be used by MOED for specific program costs. The costs are associated with providing eligible youth, adults, and employers with coordinated employment and training activities. The activities include, but are not limited to labor marketing information, career assessment, specific skills training, job readiness training, prevocational training, other intensive services and workforce development supportive services. These services are designed to prepare eligible City residents for long-term, gainful employment opportunities in the labor market mainstream and to promote self-sufficiency and economic independence. The grant award is late because MOED recently received notification of award from the grantor.

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. Her correspondence has been sent to the appropriate agency and/or committee which will respond directly to Ms. Trueheart.

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Vice President Reisinger: "Thank you. Before we conclude Madam Mayor do you have something that you want to say -- We are joined also by Councilman Robert Curran. Madam Mayor, do you have--"

Mayor: "Yes."

Vice President Reisinger: "a few words?"

Mayor: "Yes. Thank you very much Mr. Vice President. I am pleased to acknowledge today that the Board approved funding from the Department of Labor Licensing and Regulation to support employment training opportunities for Baltimore City residents. This \$30.5 million in funding provides career development services for the unemployed, the underemployed and the dislocated or ah commonly known as laid off workers at Baltimore's three One Stop Shop centers. We have ah centers that are located in the eastside One Stop Career Center, Baltimore Works One Stop Career Center, as well as northwest career ah One Stop Career Center. This investment in employing City residents is essential to the Office of Employment Development it operates to-- as it operates its Employ Baltimore strategy. With this support from DLLR, we can provide businesses with a pipeline of qualified and skilled job candidates. We can offer businesses customized workforce solutions to attract, obtain, and develop their employees. Residents looking to develop their occupational

MINUTES

skills and expand their job search abilities or even change careers can do so by working with the professional staff at these One Stop Career Centers. Last fiscal year the centers hosted more than 145,000 visits from citizens trying to improve their employment status. They provided vital labor marketing information that helped shape the direction of their career path. They accessed workshops that teach them how to be successful during interviews to build resumes and to submit thorough on-line job applications. Our career centers operate user friendly computer alliance that helps improve computer literacy and improve access to advance job opportunities. As Baltimore joins the rest of the nation in its slow but steady economic recovery, we recognize its more important now more important than ever that our residents be given opportunity to receive training and the support that they need to lead to good jobs and sustainable employment, and I want to acknowledge and thank Karen Sitnick in the Mayor's Office of Employment Development for their work in finding ways to increase employment and employment opportunities for Baltimore City residents. Thank you."

Vice President Reisinger: "Thank you Madam Mayor."

Kim A. Trueheart

January 15, 2013

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 school age children of Baltimore City who appear to be victims of a lack of vision, poor fiscal planning and management and by most municipal entities within Baltimore City.

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

1. Whom you represent: Self
2. What the issues are:
 - a. Page 5, Mayor's Office of Employment Development (MOED) – Grant Award, if approved:
 - i. Please provide for inspection the documents detailing:
 1. Eligibility criteria for city residents to receive the opportunities associated with this grant award;
 2. The location(s) where the opportunities associated with this grant award will be offered.
3. How the protestant will be harmed by the proposed Board of Estimates' action: As a citizen I am experiencing a significant financial burden with annual tax increases, sewer and water service increases, user fee increases, parking meter rate increases and significantly reduce services as a resident. This already onerous burden will be exacerbated by the continued wasteful spending by the Baltimore City municipal entities within this administration.

I look forward to the opportunity to address this matter in person at your upcoming meeting of the Board of Estimates on January 16, 2013.

If you have any questions regarding this request, please telephone me at (410) 205-5114.

Sincerely,
Kim Trueheart
Citizen

5519 Belleville Ave
Baltimore, MD 21207

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

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MOHS - cont'd

3. **DAYSPRING PROGRAMS, INC.** **\$ 284,310.00**

Account: 4000-496212-3573-591436-603051

The organization will utilize the funds to offset costs of its Permanent Housing Program. The program targets homeless families with a parent in recovery from substance abuse. The funds will offset the salaries of staff providing supportive services as a part of this housing program, as well as some minimal supply costs. The period of the agreement is January 1, 2013 through December 31, 2013.

MWBOO GRANTED A WAIVER.

4. **ST. VINCENT DEPAUL SOCIETY OF BALTIMORE (SVDP)** **\$ 61,507.00**

Account: 4000-480013-3572-333629-603051

The SVDP of Baltimore will utilize the funds to offset the costs of staffing its Beans and Bread Center. The funds will be used in tandem with their Supportive Housing Grant contract. The staff at the Beans and Bread Center provides an array of services to the homeless population of Baltimore City, which include but are not limited to meals, day respite and supportive services such as case management, client advocacy, and counseling.

MWBOO GRANTED A WAIVER.

5. **ST VINCENT DEPAUL SOCIETY OF BALTIMORE, INC. (SVDP)** **\$ 37,220.00**

Account: 4000-496212-3571-591429-603051

The SVDP will utilize the funds to offset the costs of staffing its Beans and Bread Center. The staff at the Beans and Bread Center provides an array of services to the homeless population of Baltimore City which include but are not limited to meals, day respite and supportive services such as case management, client advocacy, and counseling. The period of the agreement is December 1, 2012 through November 30, 2013.

MINUTES

MOHS - cont'd

6. ST. VINCENT DEPAUL SOCIETY OF BALTIMORE \$334,562.00
INC. (SVDP)

Accounts: 5000-525613-3572-333729-603051	\$ 85,090.00
5000-529113-3572-333729-603051	\$249,472.00

The SVDP will utilize the funds to staff its Sarah's Hope project. The Sarah's Hope Project provides 24-hour services for homeless women and children in Baltimore City. The staff provides on-site services which include case management and service linkage, life skills training, parenting classes, employment readiness, health screenings, public school enrollment, and child and youth activities.

MWBOO GRANTED A WAIVER.

The agreements (item Nos. 4, 5, and 6) are late because of a delay at the administrative level.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

A PROTEST WAS RECEIVED FROM MS. KIM TRUEHEART FOR ITEMS NO. 1, 3, 4 AND 6.

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. Her correspondence has been sent to the appropriate agency and/or committee which will respond directly to Ms. Trueheart.

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

Kim A. Trueheart

January 15, 2013

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 the Mayor 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
2. What the issues are:
 - a. Page 6 Items #1, 3, 4 and 6; Mayor's Office of Human Services (MOHS) – Various organizations, if approved:
 - i. These agreements meet the dollar threshold to conform with the goals of the minority/women's business participation program however the MWBOO has waived the requirements inexplicably in each instance;
 - ii. Please provide access to the documentation that justifies waiving compliance with participation goals for inspection.
3. How the protestant will be harmed by the proposed Board of Estimates' action: Each of these actions commits \$50,000.00 for services without specific measureable desired MBE/WBE participation goals. As a citizen I am significantly impacted by poor fiscal administration and management within my home town government. It is important for the public to feel comfortable that our scarce tax dollars are NOT being haphazardly expended and thus potentially producing little or NO public benefit. Waiving participation goals is in direct violation of the LAW!!!!!!
4. The remedy I seek and respectfully request is that these grant agreements NOT be approved until this blatant disregard for complying with the law is addressed.

I look forward to the opportunity to address this matter in person at your upcoming meeting of the Board of Estimates on January 16, 2013.

If you have any questions regarding this request, please telephone me at (410) 205-5114.

Sincerely,
Kim Trueheart, Citizen & Resident

5519 Belleville Ave
Baltimore, MD 21207

MINUTES

Mayor's Office - 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 for donations for various educational, cultural and community oriented activities. The period of the campaign will be January 1, 2013 through December 31, 2013.

AMOUNT OF MONEY AND SOURCE:

No general funds are involved in this transaction.

Funds collected will be deposited and expenditure paid through Baltimore City "G" account no. 1001-000000-0000-000000-270091

BACKGROUND/EXPLANATION:

The Sister City Committee (Committee) is one of the volunteer committees formed or to be formed under the auspices of the Office of the Mayor and Sister Cities International for the purpose of strengthening partnerships between the City and international communities. The Committee strives to build global cooperation at the municipal level, promote cultural understanding, and stimulate economic development. Through volunteers the Committee motivates and empowers private citizens, municipal officials and business leaders to conduct long-term sister city programs.

The Baltimore-Xiamen Sister City Committee strives to maintain various cultural activities through the support of corporate and academic institutional donations. In the past years, funding for the Xiamen Sister City Committee was used for student exchanges between Carver Vocational-Technical High School and Xiamen, Chinese cultural activities during Noontime New Year's at Port Discovery, and hosting various business delegations. After approval by the Board of Ethics the Xiamen Sister City Committee will distribute letters to prospective corporate donors. With the interest of keeping a strong Baltimore-based sister city committee, many corporations, and academic institutions are based in Baltimore or Maryland.

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Mayor's Office - cont'd

Baltimore City Code Article 8, Section 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 that has been pre-approved by the Ethics Board. Ethics Regulation 96.26B sets out the standards for approval, which includes the requirement that the program, function, or activity to be benefited and the proposed solicitation campaign must be endorsed by the Board of Estimates or its designees.

UPON MOTION duly made and seconded, the Board endorsed the governmental/charitable solicitation application for submission to the Board of Ethics of Baltimore City for donations for various educational, cultural and community oriented activities.

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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) - Options</u>			
1. Dolores Medin	2026 E. Eager St.	G/R \$36.00	\$ 300.00
2. Dolores Medin	2028 E. Eager St.	G/R \$36.00	\$ 300.00
3. Dolores Medin	2030 E. Eager St.	G/R \$36.00	\$ 300.00
4. Dolores Medin	2038 E. Eager St.	G/R \$36.00	\$ 300.00
5. Dolores Medin	2040 E. Eager St.	G/R \$36.00	\$ 300.00
6. Dolores Medin	948 N. Chester St.	G/R \$60.00	\$ 500.00
7. Daniel Donnelly Moore, Jr.	924 N. Chester St.	G/R \$36.00	\$ 300.00
8. Ruth Shpritz	914 N. Collington Avenue	G/R \$120.00	\$1,100.00

Funds are available in account 9910-906416-9588-900000-704040, East Baltimore Development Initiative, Phase II Project.

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

MINUTES

OPTIONS/CONDEMNATION/QUICK-TAKES:

<u>Prior Owners</u>	<u>Property</u>	<u>Interest</u>	<u>Amount</u>
<u>DHCD - Court Settlement</u>			
9. Glenn H. Goldberg, the Jared Goldberg Trust, the Cameron Goldberg Trust, the Tyler Goldberg Trust, Ronnie Marc Goldberg, the Rachel Goldberg Trust, and the Lance Goldberg Trust	2204 Ashland Ave.	G/R \$42.00	\$ 350.00

On September 12, 2012, the Board approved the acquisition by condemnation of the \$42.00 ground rent interest within 2204 Ashland Avenue in the amount of \$280.00. This price was determined by the higher of two appraisals. The prior owners agreed to settle the condemnation suit for \$350.00, a value of \$70.00 above the initially approved amount.

Funds are available in account no. 9910-906416-9588-900000-704040, EBDI Project, Phase II.

UPON MOTION duly made and seconded, the Board approved and authorized the execution of the foregoing options, condemnations, quick-takes and court settlement.

MINUTES

Bureau of Water - Freshwater Fisheries
& Wastewater (BW&WW) Management Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Freshwater Fisheries Management Agreement with the Maryland Department of Natural Resources (MD-DNR), Fisheries Service. The period of the agreement is August 1, 2012 through July 31, 2017.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

This agreement is for the continued support of the MD-DNR's services in managing the freshwater fisheries resources within the Loch Raven, Prettyboy and Liberty Reservoirs. The agreement grants the MD-DNR, Fisheries Service permission to use the City's reservoir watershed properties for the recreational purposes of fisheries management and provides for access to all properly licensed anglers to fish on the Loch Raven, Prettyboy and Liberty reservoirs each day of the week during all legal fishing seasons.

The MD-DNR, Fisheries Service has had a strong cooperative relationship with the City and has worked with the City to manage the fisheries resources within the Loch Raven, Prettyboy and Liberty reservoirs.

UPON MOTION duly made and seconded, the Board approved and authorized the execution of the Freshwater Fisheries Management Agreement with the Maryland Department of Natural Resources, Fisheries Service. The Honorable Vice President Reisinger acting on behalf of the Honorable President Young, **ABSTAINED** on this item.

MINUTES

TRANSFERS OF FUNDS

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UPON MOTION duly made and seconded,

the Board approved

the Transfers of Funds

listed on the following pages:

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SUBJECT to receipt of favorable reports

from the Planning Commission,

the Director of Finance having

reported favorably thereon,

as required by the provisions of the

City Charter.

The Honorable Vice President Reisinger acting
on behalf of the Honorable President Young, **ABSTAINED** on item
no. 7. The Mayor **ABSTAINED** on item no. 6.

MINUTES

TRANSFERS OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
<u>Department of Recreation and Parks</u>		
1. \$ 20,000.00	9938-902740-9475	9938-901758-9474
Federal	Jones Falls Green- way Phase V-Reserve	Major Park Improvements FY09 - Active

This transfer will provide funds to cover the costs associated with the furnishing and installation of the interpretive signage for Jones Falls Trail.

2. \$ 30,000.00	9938-908808-9475	9938-907808-9474
State	Community Park and Playgrounds FY 11 - Reserve	Community Park and Playgrounds FY 11 - Active

This transfer will provide funds to cover the costs associated with the purchasing of park benches for Federal Hill Park.

Department of Transportation

3. \$ 20,000.00	9950-911202-9528	9950-913202-9527
General Fund (HUR Eligible)	Constr. Reserve - Westside Strategic Infrastructure	Westside Strategic Infrastructure

This transfer will fund the cost associated with the preliminary expenses related to the project "Westside Strategic Infrastructure."

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. Her correspondence has been sent to the appropriate agency and/or committee which will respond directly to Ms. Trueheart.

MINUTES

TRANSFERS OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
<u>Fire Department</u>		
4. \$ 85,000.00	9920-903006-9209	9920-907203-9208
3rd Public Bldg.	Fire Academy Mode	Engine 53 Renova-
Loan	- Reserve	tion - Active
During a station inspection, it was discovered that the kitchen and lounge area needed major renovations to bring them into code compliance.		
5. \$572,000.00	9920-903006-9209	9920-904209-9208
3 rd Public Bldg.	Fire Academy Mode	Oldtown Engine 6
Loan	- Reserve	Roof Replacement
		& Kitchen Renova-
		tion - Active
The roof at Oldtown Engine 6 has surpassed its useful life and is showing signs of leaking, and the kitchen is in very poor shape and in need of updating. Replacing the roof and renovating the kitchen now will eliminate both any future expenses, and the potential of the roof falling below required safety codes.		
<u>Mayorality-Related/Department of Planning</u>		
6. \$120,000.00	9904-904794-9129	
General Funds	Westside Strategy	
	Implementation	
\$ 95,000.00	-----	9904-903796-9127
		Westside Strategy
		Implementation
25,000.00	-----	9904-903796-9127
<u>\$120,000.00</u>		Westside Dog Park

MINUTES

TRANSFERS OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
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The first transfer will provide funding to cover the costs to implement various short and long-term revitalization efforts on the Westside of Downtown, as part of the UniverCity Partnership initiative.

The second transfer will provide funds to cover the design cost for renovation of Howard's Park adjacent to Centre Street Light Rail Station, including a new dog park, located at North Howard and Centre Streets. The design will determine the amount of space dedicated for separate sections for large and small dogs. The design of the dog park is recommended in the Seton Hill and Mount Vernon Master Plans and will support the Department of Recreation and Parks efforts in construction of the dog park.

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. Her correspondence has been sent to the appropriate agency and/or committee which will respond directly to Ms. Trueheart.

Kim A. Trueheart

January 15, 2013

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 a complete failure to provide transparent communications about priorities and outcomes by the Mayor 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
2. What the issues are:
 - a. Page 15, Item #3; Department of Transportation - TRANSFERS OF FUNDS, if approved:
 - i. Please provide access to the documents which detail the Westside Strategic Infrastructure and the preliminary expenses.
3. How the protestant will be harmed by the proposed Board of Estimates' action: The mere thought of paying higher fees for the abysmal quality of services being provided by City agencies offends me. The continued mismanagement of major projects by City agencies is disgracefully wasteful and any new revenue will only continue to be wasted. A complete top to bottom business process reengineering initiative must precede the approval of any new funding directed to these inextricably broken agencies.
4. The remedy I seek and respectfully request is that this action be delayed until this agency provides greater public transparency into measureable business process outcomes.

I look forward to the opportunity to address this matter in person at your upcoming meeting of the Board of Estimates on January 16, 2013.

If you have any questions regarding this request, please telephone me at (410) 205-5114.

Sincerely,

Kim Trueheart, Citizen & Resident

5519 Belleville Ave
Baltimore, MD 21207

Kim A. Trueheart

January 15, 2013

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 a complete failure to provide transparent communications about priorities and outcomes by the Mayor 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
2. What the issues are:
 - a. Page 16, Item #6; Mayoralty-Related/Department of Planning - TRANSFERS OF FUNDS, if approved:
 - i. Please provide access to the documents which detail the:
 1. Westside Strategic Implementation;
 2. UniverCity Partnership initiative.
3. How the protestant will be harmed by the proposed Board of Estimates' action: The mere thought of paying higher fees for the abysmal quality of services being provided by City agencies offends me. The continued mismanagement of major projects by City agencies is disgracefully wasteful. A complete top to bottom business process reengineering initiative must precede the approval of any new funding directed to these inextricably broken agencies.
4. The remedy I seek and respectfully request is that this action be delayed until this agency provides greater public transparency into proposed projects.

I look forward to the opportunity to address this matter in person at your upcoming meeting of the Board of Estimates on January 16, 2013.

If you have any questions regarding this request, please telephone me at (410) 205-5114.

Sincerely,
Kim Trueheart, Citizen & Resident

5519 Belleville Ave
Baltimore, MD 21207

MINUTES

TRANSFERS OF FUNDSBureau of Water & Wastewater

7.	\$46,788,775.00	9960-9558-906-133
	Water Revenue	Constr. Reserve
	Bonds	Meter Replacement
	46,788,775.00	" "
	<u>Counties</u>	
	\$93,577,550.00	

\$85,070,500.00	-----	9960-905647-9557-6
		Construction
8,507,050.00		9960-905647-9557-9
\$93,577,550.00		Administration

The funds are required to cover the costs of the installation of water meters under WC 1223.

Fire Department

8.	\$ 220,458.87	9920-908207-9208	9920-908205-9208
	3 rd Public	Squad II Reno-	Engine 50 Reno-
	Building Loan	vation - Active	ventions - Active
	19,303.53	" "	" "
	General Funds		
	37,767.60	" "	" "
	<u>M&CC Revenue</u>		
	\$ 277,530.00		

On December 5, 2012, the Board approved the original transfer of funds in the amount of \$277,530.00. This transfer will move the funds to the correct account.

MINUTES

Department of General Services - Developer's Agreement No. 1267

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of developer's agreement no. 1267 with Gunther Main South, LLC developer.

AMOUNT OF MONEY AND SOURCE:

\$150,840.00

BACKGROUND/EXPLANATION:

Gunther Main South, LLC is renovating the historic Gunther Brewery building primarily for apartments and needs upgraded fire-suppression and domestic water services, conduit and paving. This agreement will allow the developer to perform the needed improvements.

An Irrevocable Letter of Credit in the amount of \$150,840.00 has been issued on behalf of Gunther Main South, LLC which assumes 100% of the financial responsibility.

MBE/WBE PARTICIPATION:

City funds will not be utilized for this project; therefore, MBE/WBE participation is not applicable.

UPON MOTION duly made and seconded, the Board approved and authorized the execution of the developer's agreement no. 1267 with Gunther Main South, LLC developer.

MINUTES

Department of General Services - Minor Privilege Permit Application

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

<u>LOCATION</u>	<u>APPLICANT</u>	<u>PRIVILEGE/SIZE</u>
1. 710 S. Central Ave. k/a 1066 Lancaster St.	Harbor East- Office, LLC	Awning 23' x 4'2"
Annual charge: \$200.93		

There being no objections, the Board UPON MOTION duly made and seconded, approved the minor privilege permits.

MINUTES

Department of Housing and - Intergovernmental Agreement
Community Development

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an intergovernmental agreement with the Maryland State Department of Human Resources, Family Investment Administration, Office of Energy Programs, through the United States Department of Health & Human Services. The period of the intergovernmental agreement is February 1, 2013 through January 31, 2015.

AMOUNT OF MONEY AND SOURCE:

\$350,000.00

BACKGROUND/EXPLANATION:

The intergovernmental agreement is for funding under the Residential Energy Assistance Challenge (REACH). The grant funds will be implemented jointly by the DHCD and the Mayor's Office of Human Services (MOHS). The program will deliver comprehensive benefits coordination and energy efficiency services to recipients of Energy Assistance funding with excessive energy usage in the City.

The REACH grant is a two-year grant awarded to select States and tribal areas to implement innovations towards traditional energy assistance services. The Maryland Department of Human Resources, Office of Home Energy Programs elected to apply for the grant, using Baltimore City as its sub-grantee to implement the program.

The REACH grant will target recipients of energy assistance, at or below 175% of the federal poverty level, that are considered

MINUTES

DHCD - cont'd

"super users" of energy, meaning they have extremely high energy costs. These customers have unsustainable energy usage that is a burden on their own budgets as well as on public assistance dollars. Through REACH, the Community Action Partnership (CAP), located within the MOHS, will offer intensive benefits coordination and energy efficiency upgrades as these "super users" come in to the Centers to apply for an Energy Assistance grant. When enrolled, these customers will receive a screening through CAP for additional state and federal benefits they may qualify for and receive assistance applying for any eligible programs. A referral will then be made to the DHCD, which will coordinate further local housing, health and human services, with a priority to enrolling the customers in weatherization programs.

At the conclusion of the grant award, an independent evaluation will be conducted to study if through the REACH grant, the City is able to reduce overall energy usage for the customer, improve energy affordability (less turn-offs and arrearages), and improve financial wellness, health and safety of the household.

REACH funding will support one staff person at the DHCD and two staff at CAP to aid in program implementation. Funds will also be used to hire the Jacob France Institute at the University of Baltimore to conduct an independent evaluation of the program.

MBE/WBE PARTICIPATION:

Funds will not be used to pay any contractors, besides the independent evaluation consultant written into the grant agreement, so MBE/WBE participation is not applicable.

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

MINUTES

DHCD - cont'd

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. Her correspondence has been sent to the appropriate agency and/or committee which will respond directly to Ms. Trueheart.

UPON MOTION duly made and seconded, the Board approved and authorized the execution of the intergovernmental agreement with the Maryland State Department of Human Resources, Family Investment Administration, Office of Energy Programs, through the United States Department of Health & Human Services.

Kim A. Trueheart

January 15, 2013

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 school age children of Baltimore City who appear to be victims of a lack of vision, poor fiscal planning and management and by most municipal entities within Baltimore City.

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

1. Whom you represent: Self
2. What the issues are:
 - a. Page 20, item #1, Department of Housing and Community Development - Intergovernmental Agreement, if approved:
 - i. Please provide for inspection documents detailing:
 1. Justification for MOHS role in jointly implementing these grant funds;
 2. MOHS successes standing in implementing similar programs;
 3. MOHS failures in implementing similar programs;
 4. The intergovernmental agreement and accompanying performance measures of effectiveness.
3. How the protestant will be harmed by the proposed Board of Estimates' action: As a citizen I am experiencing a significant financial burden with annual tax increases, sewer and water service increases, user fee increases, parking meter rate increases and significantly reduce services as a resident. This already onerous burden will be exacerbated by the continued wasteful spending by the Baltimore City municipal entities within this administration.
4. The remedy I seek and respectfully request is that this action be delayed until MOHS demonstrates competency in administering grants.

I look forward to the opportunity to address this matter in person at your upcoming meeting of the Board of Estimates on January 16, 2013.

If you have any questions regarding this request, please telephone me at (410) 205-5114.

Sincerely,
Kim Trueheart
Citizen

5519 Belleville Ave
Baltimore, MD 21207

MINUTES

EXTRA WORK ORDERS

* * * * *

The Board is requested to approve the

Extra Work Orders

as listed on the following page:

126

The EWOs have been reviewed and approved

by the Department of

Audits, CORC, and MWBOO

unless otherwise indicated.

In connection with the Transfer of Funds,
pursuant to Charter provisions, a report has

been requested from the Planning
Commission, the Director of Finance
having reported favorably thereon.

MINUTES

EXTRA WORK ORDERS

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

Department of Transportation

- | | | | | | |
|----|---|--------------|------------------|------|---|
| 1. | <u>EWO # 003 \$40,500.00 - TR 10019, Hopkins Plaza Renovations</u> | | | | |
| | \$1,340,840.00 | \$170,170.00 | Bensky Construc- | 16 | - |
| | | | tion Co., LLC | days | |
| 2. | <u>EWO # 004, \$87,598.00 - TR 10019, Hopkins Plaza Renovations</u> | | | | |
| | \$1,340,840.00 | \$210,670.00 | Bensky Construc- | 68 | - |
| | | | tion Co., LLC | days | |

3. TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$330,000.00	9950-903550-9509	9950-909826-9508
Gen'l. Funds	Neighborhood	Hopkins Plaza
(Highway User Revenue)	Street Reconstruction	Pedestrian Bridge

This transfer will cover the deficit in the account and fund the costs associated with TR 10019, Change Order Nos. 3 & 4, Hopkins Plaza Renovations by Bensky Construction Co., LLC.

- | | | | | | | |
|----|--|-----------------|----------------|--|-------------|---|
| 4. | EWO # 013, \$24,609.54 - TR 10005, Uplands Redevelopment:
Mass Grading & Infrastructure | \$18,279,447.78 | \$1,143,407.03 | Monumental Paving
& Excavating,
Inc. | 302
days | - |
| 5. | EWO # 002, \$0.00 - TR 11311, Harbor Connector Water Taxi
Dock Improvements | \$ 904,970.00 | \$ 69,380.00 | McLean Contract-
ing Company | 90
days | - |

MINUTES

Department of Transportation - Utility Relocation Estimate

ACTION REQUESTED OF B/E:

The Board is requested to approve the Utility Relocation Estimate from Verizon Business.

AMOUNT OF MONEY AND SOURCE:

\$25,133.00 - 9950-901363-9508-900020-707072

BACKGROUND/EXPLANATION:

Verizon will relocate its facilities associated with the Department's construction contract TR 03333, Replacement of the Sinclair Lane Bridge over CSXT Railroad. During the construction associated with the contract, the existing stacked stone foundations began to lean excessively towards CSX Railroad's mainline tracks towards Philadelphia. It was determined that these foundations could be removed and replaced with reinforced concrete. However, while preparing to excavate for the new footing an underground fiber optic line was discovered along the CSX Railroad tracks. The CSX agreed to allow Verizon to relocate the line. In order to avoid conflict with the footing, the two 1½"-conduits and a single fiber optic cable will need to be relocated by trenching and "lift-and-lay" for approximately 350 ft. from the existing location to an area closer to the railroad tracks.

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved the Utility Relocation Estimate from Verizon Business.

MINUTES

Department of Transportation - Grant Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a grant award with Maryland Department of Transportation (MDOT). The period of the grant agreement is effective upon Board approval until all payments of the grant agreement have been made or 24 months, whichever is sooner.

AMOUNT OF MONEY AND SOURCE:

\$320,000.00 - 9950-904180-9527-000000-490358

BACKGROUND/EXPLANATION:

The MDOT has programmed into its 2012 - 2017 Consolidated Transportation Program - 2012 State Report on Transportation a total of \$10,000,000.00 for the Maryland Bikeways Program. The MDOT has budgeted within the program \$320,000.00 for traffic engineering, design, and construction of the Downtown Baltimore Bicycle Network in Baltimore City. The City has committed \$1,580,000.00 in matching funds to support this project, which may include federal transportation and other grant funds.

Pursuant to Section 2-602 of the Transportation Article of the Annotated Code of Maryland, it is in the public interest for the State of Maryland to include enhanced transportation facilities to pedestrians and bicycle riders as an essential component of the State's transportation system. The Maryland Bikeways Program was established and approved by the General Assembly to provide State transportation funding to support and expedite projects that improve bicycle transportation in the State. Because this project will enhance bicycle safety and access in the City, and will improve bicycle circulation, and increase access to employment, schools and universities, shopping, and transit in the Remington, Mt. Vernon, downtown and East Baltimore

MINUTES

DOT - cont'd

neighborhoods of the City, it is a priority of the City. The Project is consistent with the City's Bike Plan and its ongoing efforts to present the project at public meetings to confirm public support and address public comments.

APPROVED FOR FUNDS BY FINANCE

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

UPON MOTION duly made and seconded, the Board approved and authorized the execution of the grant award with Maryland Department of Transportation.

MINUTES

Department of Transportation - Expenditure of Funds

ACTION REQUESTED OF B/E:

The Board is requested to approve an expenditure of funds to pay the American Concrete Institute, Maryland Chapter for training.

AMOUNT OF MONEY AND SOURCE:

\$8,520.00 - 1001-000000-5011-382800-603020
(24 employees @ \$355.00 per employee)

BACKGROUND/EXPLANATION:

The payment is for a federally mandated concrete certification training course required for the Public Works Inspections and Construction Project Supervisors in the Department's Transportation Engineering & Construction Division.

This payment is for the Completion of Field Grade 1 Concrete Training course given by the Maryland Ready Mix Concrete Association. A total of 24 employees will complete the course at \$355.00 per person.

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

UPON MOTION duly made and seconded, the Board approved the expenditure of funds to pay the American Concrete Institute, Maryland Chapter for training.

MINUTES

Department of Transportation - Grant Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a grant agreement with the Maryland Department of Transportation (MDOT).

AMOUNT OF MONEY AND SOURCE:

\$50,000.00 - 9950-902179-9527-000000-490358

BACKGROUND/EXPLANATION:

The MDOT has programmed into its 2012-2017 Consolidated Transportation Program - 2012 State Report on Transportation, a total of \$10,000,000.00 for the Maryland Bikeways Program. The MDOT has budgeted within the program \$50,000.00 for a feasibility assessment to improve bicycle access along the Baltimore Waterfront Promenade in Baltimore City. The City has committed \$25,000.00 in matching funds to support this project, which includes contributions from the Baltimore Waterfront Partnership.

This project is designed to address a trail gap identified in the Maryland Strategic Trails Plan. Pursuant to Section 2-602 of the Transportation Article of the Annotated Code of Maryland, it is in the public interest for the State of Maryland to include enhanced transportation facilities to pedestrians and bicycle riders as an essential component of the State's transportation system.

The Maryland Bikeways Program was established and approved by the General Assembly to provide State transportation funding to support and expedite projects that improve bicycle transportation in the State. Because this project will enhance bicycle safety and access in the Waterfront Promenade in the City and

MINUTES

Department of Transportation - cont'd

will improve bicycle circulation in downtown Baltimore, it is a priority of the City.

MBE/WBE PARTICIPATION:

N/A

APPROVED FOR FUNDS BY FINANCE

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

UPON MOTION duly made and seconded, the Board approved and authorized the execution of the grant agreement with the Maryland Department of Transportation. The Mayor **ABSTAINED**.

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 521 St. Paul Street, LLC.

AMOUNT OF MONEY AND SOURCE:

\$3,589.30 - 9950-906082-9512-000000-490375 (Revenue)

BACKGROUND/EXPLANATION:

521 St. Paul Street, LLC proposes to perform the scope of work at 521 St. Paul Place (521 St. Paul Street) to construct 69 apartment units.

Under the terms of this agreement, 521 St. Paul Street, LLC will pay a one-time contribution in the amount of \$3,589.30 to fund the City's multimodal transportation improvements in the project's vicinity.

UPON MOTION duly made and seconded, the Board approved and authorized the execution of the traffic mitigation agreement with 521 St. Paul Street, LLC.

MINUTES

Health Department - Agreements

The Board is requested to approve and authorize execution of the various agreements. The period of the agreement is July 1, 2012 through June 30, 2013 unless otherwise indicated.

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

Account: 6000-629013-3100-295900-406001

The organization will donate pediatrician/family practice physician services and also fund a part-time Nurse Practitioner as part of its community service. The Medstar physician will provide on-site consultation and patient evaluation at the school-based health centers at a minimum of one-half day per week and be accessible by telephone for consultation with the nurse practitioner in the Carter G. Woodson School-Based Health Center during the hours of operation, Monday through Friday, 8:30 a.m. to 4:30 p.m. If the Medstar Pediatrician is not available, a designated substitute Medstar Pediatrician will be readily accessible. The period of the agreement is September 1, 2012 through August 31, 2013.

The agreement is late because of revisions to the template.

2. **PACT: HELPING CHILDREN WITH SPECIAL NEEDS, INC.** **\$ 46,124.00**

Accounts: 4000-427113-3080-294300-603051	\$ 24,130.00
4000-427213-3080-294300-603051	\$ 21,994.00

The organization will provide service coordinators to assist children from birth to age three who are suspected of having developmental delays and their families in accessing a full range of early intervention services and/or creating linkages with community agencies and institutions.

The agreement is late because of a delay in the completion of the required documentation.

MINUTES

Health Dept. - cont'd

3. **UNIVERSITY OF MARYLAND, BALTIMORE** **\$ 75,000.00**

Account: 4000-494413-3030-279200-603051

The University of Maryland School of Social Work will provide a process and outcome evaluation for the Baltimore City Teen Pregnancy Prevention Initiative: Out of Home Youth Project. In order to conduct this evaluation, the School of Social Work will serve as a member of the Project Work Group Team; refine process data collection procedures and instruments to document the formative work that will inform the development of a pregnancy prevention curriculum targeting child welfare workers and foster care providers including document review, interviews, focus groups and surveys.

The agreement is late because of revisions to the template.

MWBOO GRANTED A WAIVER.

4. **CHESAPEAKE SQUARES, INC.** **\$ 3,307.00**

Account: 6000-633013-3034-268400-406001

This license agreement will allow the Chesapeake Squares, Inc., a social club to use the Mason F. Lord room of the Waxter Senior Center on Tuesday and Thursday evenings from 6:30 p.m. to 10.30 p.m. The Mason F. Lord room will be used for square dances and organizational meetings. The period of the agreement is September 1, 2012 through August 31, 2013.

The agreement is late because the Department was waiting on signatures from the provider.

MINUTES

Health Dept. - cont'd

5. **CHASE BREXTON HEALTH SERVICES, INC. (CBHS)** **\$ 60,000.00**

Account: 4000-424513-3023-599627-603051

Under this agreement, the CBHS will provide quality dental health care to HIV positive residents of Baltimore, especially dentures to 60 unduplicated patients, including four new patients.

The agreement is late because the Infectious Disease and Environmental Health Administration (IDEHA) programmatically manages Ryan White Part B services. The providers submit a budget, budget narrative, and scope of services. The Health Department thoroughly reviews the entire package before preparing a contract and submitting it to the Board of Estimates. These budgets are often times revised because of inadequate information from the providers. This review process is required to comply with the grant requirements.

MWBOO GRANTED A WAIVER.

6. **BALTIMORE MEDICAL SYSTEM, INC. (BMS)** **\$ 82,490.00**

Account: 4000-498813-3080-284000-603051

The BMS will partner with the Health Department's Office of Maternal and Infant Care (M&I) to implement the Nurse Family Partnership (NFP) Home Visiting Model. The BMS will employ one full-time bilingual nurse to work with three full-time M&I nurses. The BMS nurse will conduct home visits and maintain a caseload of 25 Spanish-speaking clients according to the NFP model and complete all required Nurse Family Partnership training. The M&I Care NFP nurse supervisor will provide clinical oversight for the BMS nurse. The Health Department's Director of Maternal and Infant Care and the BMS Director of Maternal & Child Health will provide administrative oversight of the BMS nurse.

The agreement is late because of a delay in the completion of the required documentation.

MWBOO GRANTED A WAIVER.

MINUTES

Health Dept. - cont'd

7. **IFEYINWA E. UDO, MS** **\$ 4,000.00**

Account: 4000-432013-3080-294900-603020 (\$20.00 per
hr. @ 200
hrs.)

The purpose of the agreement is to improve coordination of care between select obstetric and pediatric medical practices, the Baltimore Infants and Toddlers Program, and the Home Visiting programs associated with B'More for Healthy Babies. The consultant will provide a literature review of effective collaborators between obstetric and pediatric providers and community home visiting/support services as well as background information on the development and implementation of Patient Centered Medical Homes in the United States.

A consultant was used because this is a one-time grant related project with a short time period, and required full time attention from a graduate level, public health professional to complete the literature review which while outside the scope of the Medical Homes project was integral to its advancement. The period of the agreement is January 1, 2013 through May 31, 2013.

Amendment to Agreement

8. **THE ANNIE B. CASEY FOUNDATION** **\$ 30,000.00**

Account: 6000-622513-3080-293601-406001

On October 31, 2012, the Board approved the original grant agreement for the Reading for Health Initiative in the amount of \$12,500.00, for the period July 1, 2012 through June 30, 2013. This amendment will provide additional funds in the amount of \$30,000.00 and extends the period of the agreement through November 30, 2013, making the total award \$42,500.00.

MINUTES

Health Dept. - cont'd

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED (EXCEPT NO. 4) AND HAD NO OBJECTION.

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. Her correspondence has been sent to the appropriate agency and/or committee which will respond directly to Ms. Trueheart.

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

MINUTESHealth Department - Notification of Award and Grant Agreement**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize acceptance of notification of award (NoA) and execution of a grant agreement with the U.S. Department of Health and Human Services, Health Resources and Services Administration (HRSA). The period of the grant agreement is March 1, 2012 through February 28, 2013.

AMOUNT OF MONEY AND SOURCE:

\$46,400.00 - 4000-498712-3023-606100-404001

BACKGROUND/EXPLANATION:

This grant award and agreement is for the HIV Emergency Relief Project Grants - Part A.

On March 28, 2012, the Board approved the original NoA and grant agreement in the amount of \$21,020,290.00

On March 13, 2012, the Department received a revised NoA to correct the original NoA that was issued on February 28, 2012 to state that the Department was not required to adhere to reporting requirements Specific Term no. 1 and to remove Grant Specific Term no. 1. This Federal Funding Accountability and Transparency Act (FFATA) requirement does not apply to this grant. Neither the award amount nor the period of the agreement were affected by the revision. Consequently, the revised NoA was not submitted to the Board.

On November 26, 2012, the Department received the NoA and grant agreement authorizing carryover of an unobligated balance of \$46,400.00 from the period March 01, 2011 through February 29, 2012 into the current budget period of March 12, 2012 through February 28, 2013.

MINUTESHealth Department - cont'd

The total award for this period is \$21,066,690.00. The NoA is being presented at this time because of delays in the Department's routing and review process.

APPROVED FOR FUNDS BY FINANCE**AUDITS REVIEWED AND HAD NO OBJECTION.****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. Her correspondence has been sent to the appropriate agency and/or committee which will respond directly to Ms. Trueheart.

UPON MOTION duly made and seconded, the Board approved acceptance of the notification of award and execution of a grant agreement with the U.S. Department of Health and Human Services, Health Resources and Services Administration.

MINUTES

Health Department - Ratification of Agreements

The Board is requested to ratify the agreements and approve and authorize payment for services rendered.

1. **UNIVERSITY OF MARYLAND, BALTIMORE COUNTY (UMBC)** **\$23,664.00**

Account: 6000-628412-3031-579200-603051

The Hilltop Institute at the UMBC created and provided the Health Department with two de-identified person-level datasets, provided documentation for these datasets, conducted an analysis of the data, and presented the results in a written report. The agreement was for the period July 1, 2012 through December 31, 2012.

The agreement is late because revisions to the template and budget revisions delayed processing.

AUDITS REVIEWED AND HAD NO OBJECTION.

Intergovernmental Agreement (IGA)

2. **BALTIMORE COUNTY, MARYLAND** **\$ 0.00**

On March 18, 2009, the Board approved this intergovernmental agreement for the period March 1, 2009 through February 28, 2010, with an option to extend the term for three successive one year periods, under the same terms and conditions. However, due to Ryan White Program staff changes, the IGA was not renewed on time.

This request will ratify the past extensions and approve the extension for the period of March 1, 2012 through February 28, 2013. The ratification of the extension of the term will allow the U.S. Department of Health and Mental Hygiene, Health Resources and Services Administration (HRSA) to release the 2013 Ryan White Part A grant funds. A fully executed IGA must be submitted to HRSA prior to grant award for FY 2013.

MINUTES

Health Dept. - cont'd

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. Her correspondence has been sent to the appropriate agency and/or committee which will respond directly to Ms. Trueheart.

UPON MOTION duly made and seconded, the Board ratified the agreements and approved and authorized payment for services rendered.

MINUTES

Health Department - Ratification of Invoices

The Board is requested to ratify the outstanding invoices and authorize and approve payment to the vendors for services rendered.

1. **AAA MANAGEMENT, LLC T/A RAVEN'S** **\$ 781.88**
MEDICAL ADULT DAY CARE CENTER

Account: 5000-535412-3044-273300-607001

May 2012 (balance due for May)	\$ 284.32
June 2012 (7 days @ 71.08/day)	\$ 497.56

On June 20, 2012, the Board approved the original agreement in the amount of \$2,985.26 for the period January 1, 2012 through June 30, 2012. The necessity for additional adult day care services did not allow enough time for the Department to process an amendment.

2. **BIDDLE STREET CATERING** **\$2,381.25**

Account: 1001-000000-3100-295900-604014

On August 22, 2012, an employee incorrectly ordered catering from this vendor. The vendor is a Citibuy vendor; therefore, the purchase of catering services should have been processed on a purchase requisition.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

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. Her correspondence has been sent to the appropriate agency and/or committee which will respond directly to Ms. Trueheart.

MINUTES

Health Dept. - cont'd

UPON MOTION duly made and seconded, the Board ratified the agreements and approved and authorized payment for services rendered.

MINUTESHealth Department - Expenditure of Funds**ACTION REQUESTED OF B/E:**

The Board is requested to approve an expenditure of funds to pay the Urban Coalition for HIV/AIDS Prevention Services (UCHAPS) for membership dues. The period of the membership is January 1, 2012 through December 31, 2012.

AMOUNT OF MONEY AND SOURCE:

\$10,000.00 - 4000-499012-3030-513200-604051

BACKGROUND/EXPLANATION:

UCHAPS is a partnership of community members that primarily work on HIV prevention issues. The Bureau of HIV/STD collaborated with the UCHAPS Service for the period January 1, 2012 through December 31, 2012.

The invoice was not paid due to a misunderstanding regarding the proper payment mechanism to use i.e. Purchase Requisition or Contractual Agreement.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

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. Her correspondence has been sent to the appropriate agency and/or committee which will respond directly to Ms. Trueheart.

MINUTES

Health Dept - cont'd

UPON MOTION duly made and seconded, the Board approved and authorized the execution of the expenditure of funds to pay the Urban Coalition for HIV/AIDS Prevention Services for membership dues.

MINUTES

Health Department- Employee Expense Statement

ACTION REQUESTED OF B/E:

The Board is requested to approve the expense statement for Mr. Thomas Clemons for mileage for the month of August 2012.

AMOUNT OF MONEY AND SOURCE:

\$112.44 - 1001-000000-3023-274000-603002 - Mileage

BACKGROUND/EXPLANATION:

Mr. Clemons submitted his expense but the form had errors that needed correction. Once the corrections were made and the correct budget account number was added to the form, it was outside of the guidelines set forth by AM-240-11.

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

The Department apologizes for the lateness of this request.

MBE/WBE PARTICIPATION:

N/A

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

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. Her correspondence has been sent to the appropriate agency and/or committee which will respond directly to Ms. Trueheart.

MINUTES

Health Dept. - cont'd

UPON MOTION duly made and seconded, the Board approved the expense statement for Mr. Thomas Clemons for mileage for the month of August 2012.

MINUTESHealth Department - Notification of Grant Award**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of a Notification of Grant Award (NGA) for FY 12. The period of the award is July 1, 2011 through June 30, 2012.

AMOUNT OF MONEY AND SOURCE:

\$ 600,090.00	- 5000-533612-3024-268400-405001
	Senior Nutrition
1,364,790.00	- 5000-535412-3044-273300-405001
	Senior Care
307,070.00	- 5000-533112-3044-273300-405001
	Guardianship
168,874.00	- 5000-534012-3044-273300-405001
	Subsidized Assistive Housing
193,920.00	- 5000-534112-3044-273300-405001
	Senior Information & Assistance
159,810.00	- 5000-535512-3044-273300-405001
	Vulnerable Elderly Program Initiative
143,313.00	- 5000-533512-3044-273300-405001
	State Ombudsman

\$2,937,867.00**BACKGROUND/EXPLANATION:**

The Department will accept and utilize the funds received for State funded programs. These funds will provide a variety of services for older adults residing in Baltimore City.

MINUTES

Health Dept. - cont'd

The NGA is late because of a delay in completing the required paperwork.

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. Her correspondence has been sent to the appropriate agency and/or committee which will respond directly to Ms. Trueheart.

UPON MOTION duly made and seconded, the Board approved and authorized acceptance of the Notification of Grant Award for FY-12.

MINUTESHealth Department - Grant Award**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize acceptance of the final FY12 Notification of grant award from Maryland Department of Aging (MDoA). The grant is for the period October 1, 2011 through September 30, 2012.

AMOUNT OF MONEY AND SOURCE:

\$1,898,543.00	-	4000-433512-3023-273300-404001	Title III B/Access to Senior Services
1,296,525.00	-	4000-432912-3252-514300-404001	Title III C-1/Congregate Meals
887,905.00	-	4000-434312-3254-316200-404001	Title III C-2/Home Delivered Meals
55,134.00	-	4000-436112-3255-316200-404001	Title III D/Health Promotion & Education
608,222.00	-	4000-436112-3255-316200-404001	Title III E/National Family Caregivers Program
<u>65,974.00</u>	-	4000-433912-3023-273300-404001	Title VII Ombudsman/Elder Abuse
\$4,812,303.00			

BACKGROUND/EXPLANATION:

This is the final NGA FY 12 Title III allocation. This grant is contingent upon approval of the FY12 Area Plan and contingent upon the enactment of the FY12 Federal Appropriation of funds for the Administration of the Older Americans Act.

MINUTES

Health Department - cont'd

The acceptance of NGA will allow the Health Department to provide coordinated and accessible services for seniors in Baltimore City.

This NGA is being presented at this time because of the delays in completion of required documentation.

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. Her correspondence has been sent to the appropriate agency and/or committee which will respond directly to Ms. Trueheart.

UPON MOTION duly made and seconded, the Board approved and authorized acceptance of the final FY12 Notification of grant award from Maryland Department of Aging.

MINUTESHealth Department - Notification of Grant Award**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize acceptance of a Notification of Grant Award (NGA) for FY 13. The period of the award is July 1, 2012 through June 30, 2013.

AMOUNT OF MONEY AND SOURCE:

\$ 600,090.00	-	5000-533613-3024-268400-404001	Senior Nutrition
1,380,431.00	-	5000-535413-3044-273300-404001	Senior Care
307,070.00	-	5000-533113-3044-273300-404001	Guardianship
191,917.00	-	5000-534013-3044-273300-404001	Subsidized Assistive Housing
193,920.00	-	5000-534113-3044-273300-404001	Senior Information & Assistance
96,324.00	-	5000-535513-3044-273300-404001	Vulnerable Elderly Program Initiative
133,710.00	-	5000-533512-3044-273300-404001	State Ombudsman

\$2,903,462.00**BACKGROUND/EXPLANATION:**

The Department will accept and utilize the funds received for State funded programs. These funds will provide a variety of services for older adults residing in Baltimore City.

MINUTES

Health Dept. - cont'd

The NGA is late because it was recently received from the MDoA.

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. Her correspondence has been sent to the appropriate agency and/or committee which will respond directly to Ms. Trueheart.

UPON MOTION duly made and seconded, the Board approved acceptance of the Notification of Grant Award.

Kim A. Trueheart

January 15, 2013

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 poor fiscal administration and management by the Mayor of Baltimore City and the various Departments and Agencies under our mayor's leadership and direction.

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

1. Whom you represent: Self
2. What the issues are:
 - a. Pages 31 through 47, Item noted as "**LATE**"; Health Department – Various Expenditures, if approved:
 - i. The Health Department administrative procedures for processing grants and external funds received are suspect;
 - ii. The recurring lateness by the Health Department in processing any funding transactions must be assessed, evaluated and corrected immediately to ensure they conform with generally accepted government business practices.
3. How the protestant will be harmed by the proposed Board of Estimates' action: As a citizen I am significantly impacted by poor fiscal administration and management within my home town government. Sound administrative and fiscal discipline are important for the public to feel comfortable that our scarce tax dollars are NOT being haphazardly expended and thus potentially producing little or NO public benefit. The actions presented this week show an apparent pattern of lateness and I and the rest of the public deserve more insight and details about these bad business practices.
4. The remedy I seek and respectfully request is that this grant NOT be approved until the details about the number of individuals to be served and the location of the services are disclosed to the public.

I look forward to the opportunity to address this matter in person at your upcoming meeting of the Board of Estimates on January 16, 2013.

If you have any questions regarding this request, please telephone me at (410) 205-5114.

Sincerely,
Kim Trueheart, Citizen & Resident

5519 Belleville Ave
Baltimore, MD 21207

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

Bureau of Purchases

- | | | |
|--|--------------|-----------------|
| 1. BALTIMORE READS, INC. (BRI) | \$ 30,534.00 | Selected Source |
| Solicitation No. 06000 - Adult and Family Literacy Program -
Health Department - Req. No. R617052 | | |

Baltimore Reads, Inc. was identified in the grant proposal submitted to the Barbara Bush Foundation for family literacy. The funders approved the program based on the involvement of BRI as the literacy experts. The period of the award is January 16, 2013 through June 30, 2013.

- | | | |
|--|--------------|----------|
| 2. ALBAN TRACTOR | \$400,000.00 | Increase |
| Solicitation No. 08000 - O.E.M. Parts and Service for
Caterpillar Equipment - Department of General Services, Fleet
Management Division - P.O. No. P510078 | | |

On September 2, 2009, the Board approved the initial award in the amount of \$150,000.00. The award contained two 1-year renewal options. Subsequent actions have been approved. This increase is necessary due to an increased usage of parts and service under this contract. This increase in the amount of \$400,000.00 will make the total amount \$860,000.00. The contract expires on August 31, 2013 with one 1-year renewal option remaining.

It is hereby certified, that the above procurement is of such a nature that no advantage will result in seeking nor would it be practical 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

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

Bureau of Purchases

- | | | |
|--|--------------|-----------------|
| 3. ALL RECREATION OF VIRGINIA, INC. | \$ 57,567.00 | Selected Source |
| Solicitation No. 06000 - Benches for Various Parks - | | |
| Department of Recreation and Parks - P.O. To be determined | | |

The Department of Recreation and Parks is requesting to purchase park benches for five City parks. All Recreation of Virginia, Inc. is able to provide benches that match the existing benches in the parks and have been approved by CHAP and the Maryland Historical Trust Societies.

It is hereby certified, that the above procurement is of such a nature that no advantage will result in seeking nor would it be practical 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.

MWBOO GRANTED A WAIVER.

UPON MOTION duly made and seconded, the Board approved and authorized the informal awards, renewals, increases to contracts and extensions.

MINUTES

Circuit Court for Baltimore City - TRANSFER OF LIFE-TO-DATE
SICK LEAVE

The Board is requested to approve the transfer of LIFE-TO-DATE sick leave days from the listed City employees to the designated employee, Amanda Abney.

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

<u>NAMES</u>	<u>DAYS</u>
Bradley Bailey	5
James Casey	5
Tonia Johnson	3
Brenda Murphy	2
Darlene Chavez	2
Pamela Bell	1
Brenda Graham	1
Mary Lou Hennigan	1
Samara Scott	1
Kathleen Wissman	<u>1</u>
	22

APPROVED FOR FUNDS BY FINANCE

THE LABOR COMMISSIONER RECOMMENDED APPROVAL.

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

MINUTES

Office of the City Council - Employee Expense Statement
President

ACTION REQUESTED OF B/E:

The Board is requested to approve the expense statement for Mr. Robert Curran for the months of August, September, and October 2012 for cellular billing.

AMOUNT OF MONEY AND SOURCE:

\$ 82.96 - August 2012
82.96 - September 2012
82.96 - October 2012
\$248.88 - 1001-000000-1000-106600-603025

BACKGROUND/EXPLANATION:

The employee expense statement is late because during this time Mr. Curran's office was understaffed due to the sudden departure of his secretary. Mr. Curran uses his personal cell phone, billed to his wife for City business.

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

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

UPON MOTION duly made and seconded, the Board approved the expense statement for Mr. Robert Curran for the months of August, September, and October 2012 for cellular billing. The Honorable Vice President Reisinger acting on behalf of the Honorable President Young **ABSTAINED**.

MINUTESDepartment of Law - Employee Expense Statement**ACTION REQUESTED OF B/E:**

The Board is requested to approve the expense statement for Mr. Robert D. Anbinder for the month June 2012.

AMOUNT OF MONEY AND SOURCE:

\$122.10 - Mileage
109.40 - Hotel Accommodations
190.00 - Registration Fee
\$421.50 - 1001-000000-8620-175200-603020

BACKGROUND/EXPLANATION:

This reimbursement is for Mr. Anbinder's attendance at the annual meeting of the Maryland State Bar Association (MSBA) in Ocean City, MD at which he represented the Law Department. The MSBA's Annual Meeting included meetings with judges and judicial officials from Baltimore City and elsewhere in the State as well as Continuing Legal Education. To reduce expenses, Mr. Anbinder shared lodging at a special MSBA rate. Expenses cover his portion of lodging and travel expenses.

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

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

UPON MOTION duly made and seconded, the Board approved the expense statement for Mr. Robert D. Anbinder for the month of June 2012.

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 page:

161

to the low bidders meeting the specifications,

or rejected bids on those as indicated

for the reasons stated.

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONSBureau of Purchases

- | | | | |
|----|---|-------------------------------|--------------|
| 1. | B50002733, Charter
Bus Transportation
Services Citywide | Woodlawn Motor
Coach, Inc. | \$ 49,000.00 |
|----|---|-------------------------------|--------------|

(Agencies: Citywide)

- | | | | |
|----|---|--|----------------------|
| 2. | B50002701, Relocation
Services (Hotels/Motels)
Lead Hazard Reduction
Program | <u>Item No. 1</u>

Baltimore Inter-
national College,
Inc. |

\$ 25,000.00 |
|----|---|--|----------------------|

Item Nos. 2, 3,
4, and 5

Regent Development Consulting, Inc.	\$ 50,000.00
--	--------------

MWBOO SET GOALS OF 0% MBE AND 0% WBE.

(Department of Housing and Community Development)

MINUTES**TRAVEL REQUESTS**Health Department

<u>Name</u>	<u>To Attend</u>	<u>Fund Source</u>	<u>Amount</u>
1. Evelyn Bradley	Health & Wellness Innovation 2013 New Media Medicine-MIT Boston, MA Jan. 21 - Feb. 2, 2013 (Reg. Fee \$0.00)	Federal Funds	\$2,506.86

TRAVEL NOTATIONEmployees' Retirement System (ERS)

The Board is requested to approve the following education and due diligence related travel of the ERS Trustees to the following Client Conference where a variety of speakers will cover topics regarding the Systems' private equity funds.

2. Roselyn H. Spencer	Abbott Capital Advisory Board Mtg. Jan. 31 - Feb. 1, 2013 Palm Beach, FL (Reg. Fee \$0.00)	Special Funds - ERS	\$1,393.30
--------------------------	--	---------------------------	------------

No general funds are required - Special Funds from the ERS will be used to cover the expenses.

The subsistence rate for this location is \$189.00 per day. The hotel rate is \$425.00 per night not including occupancy taxes in the amount of \$46.75 per night. The ERS is requesting additional subsistence of \$236.00 per day to cover the hotel cost and \$40.00 per day to cover meals and incidental expenses.

MINUTES**TRAVEL NOTATION** - cont'd

Airfare in the amount of \$309.80 and ground transportation in the amount of \$60.00 are included in the total.

UPON MOTION duly made and seconded, the Board approved the travel requests and travel notation. The Comptroller **ABSTAINED** on item no. 2.

MINUTES

Department of Human Resources - Personnel Matter

The Board is requested to approve the Personnel matter below:

Department of Finance

Create the following position:

10183 - Senior Program Assessment Analyst
Grade 119 (\$61,900.00 - \$75,500.00)
Job No.: To be assigned by BBMR

Cost: \$109,975.00 - 1001-000000-1423-160800-601001

THE PERSONNEL MATTER WAS APPROVED BY THE EXPENDITURE CONTROL COMMITTEE.

UPON MOTION duly made and seconded, the Board approved the personnel matter.

MINUTES

Department of General Services - Developer's Agreement No. 1259

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of developer's agreement no. 1259 with GBAHC/MICHAELS JV, LLC, developer.

AMOUNT OF MONEY AND SOURCE:

\$1,246,993.47

BACKGROUND/EXPLANATION:

The developer would like to install various new utilities to service its new construction, for the redevelopment of the O'Donnell Heights Housing Project, Phase 1, located in the vicinity of 6349 Boston Street. This developer's agreement will allow the organization to do its own installation, in accordance with Baltimore City standards.

A Performance Bond in the amount of \$1,246,993.47 has been issued to GBAHC/MICHAELS JV, LLC which assumes 100% of the financial responsibility.

MBE/WBE PARTICIPATION:

City funds will not be utilized for this project, therefore, MBE/WBE participation is not applicable.

A PROTEST WAS RECEIVED FROM THE O'DONNELL HEIGHTS TENANT COUNCIL, INC.

Vice President Reisinger: "Now we go on to the ah non-routine agenda found on Page 57, it's the Department of General Services Developer's Agreement No. 1259, will both parties please come forward? The City to the left, the protest to the right -- my right, thank you."

MINUTES

Mr. Countess: "For the record my name is Gregory Countess, I'm with the Legal Aid Bureau. I'm the attorney that represents --."

Mayor: "Lift up so you don't have to lean over - -you can lift it up so you don't have to lean over."

Mr. Countess: "Okay."

Mayor: "I'm saying lift the mic up."

Vice President Reisinger: "I'm sorry. Is this better?"

Mr. Countess: "Yes ma'am. Mayor?"

Vice President Reisinger: "Mr. Engel should start first, yes."

Mr. Countess: "Alright."

Mr. Engel: "Ah Good morning, my name is Peter Engel. I'm the Deputy Commissioner for Project Finance and Development with Baltimore Housing. The item before the Board is approval of the Developments Agreement, Developer's Agreement allowing the developer of O'Donnell Heights ah Phase 1A ah which is 76 units ah to go ahead and build the public infrastructure and utilities that will service the development. It's under an agreement that ah runs with actually the Department of General Services. Ah They've posted a bond ah for that agreement and it is ah ready to be executed and the project is ready to move ahead."

Vice President Reisinger: "Okay. Any questions?"

City Solicitor: "No."

Comptroller: "State your name?"

MINUTES

Vice President Reisinger: "Ah Mr. Countess."

Mr. Countess: "Again for the record, thank you for allowing me to speak. My name is Gregory Countess, I am with the Legal Aid Bureau. I'm the attorney that represents the O'Donnell Heights Tenant Council, and the nature of our protest was this. Um It's that the O'Donnell Heights Tenant Council which is -uh- a organization that represents public housing residents at the O'Donnell Heights Public Housing Complex has been in negotiations with the Housing Authority of Baltimore City concerning the redevelopment of O'Donnell Heights for over 10 years. Um As a part of that there was an RFP or Q, I believe that was issued to solicit a developer. That RFQ required the developer to -ah- comply with or to-- to address certain promises that were made to the Tenant Council. Ah One of those promises is that the Tenant Council would be a special limited partner in the development. ah The other, the tenants were concerned about being involved with all aspects of the development process, as well as being tenant service providers ah for the public housing tenants that resided at the complex. There was also a promise in fact that the housing would be public housing-like. Ah The tenants have been negotiations with ah the Housing Authority of Baltimore City developer for at least two years concerning all of these ah issues, um and let me

MINUTES

explain to you why this important. This is important because my client who also happens to be President of the Resident Advisory Board for the Housing Authority of Baltimore City which is a collection of City of City-wide organization that represents the tenants that own public housing has seen where other developers have come before this Board before the City, gotten funds committed for promises that they have made and those promises have not been kept and ah- we don't ah it's not an issue I think of whether or not the Housing Authority didn't want to ah-enforce these promises, but for some reason those promises could not be met. So, for instance in Orchard Ridge a development that ah- is ah developed by Primrose the ah- Tenant Council and the residents got kicked out of and were denied use of the ah-community building, which was built in part with City funds. Um Broadway Overlook, another development ah- in which the Tenant Council again had promises with the developer. So, our concern with making sure that there was a binding commitment between the developer, Housing Authority of Baltimore City and the residents so that they in fact could enforce commitments and promises made by the developer, and we attached an to the agreement ah -- to the protest which showed the substance of those promises that have been made. We have reasons why this is really, really important is because - ah not because the City is also the

MINUTES

steward of ah the funds ah ah that they expend, but also because there is a certain -- there are certain monetary interests that were promised or funds that were promised by the developer that is important for the residents to receive, so that they can provide tenant services for residents who reside in the complex, and ah -- this is really important for issues of, excuse me for issues of self empowerment of residents and for the sustainability of the organization. We, right before this meeting went out and talked to the developer and ah -- we have another meeting scheduled I believe right after this Board and we believe that those issues will be resolved. That is they promised that the issues would be resolved. So for that reason, ah- at this point um in and under those conditions we withdraw this protest."

Comptroller: "I have a question."

Vice President Reisinger: "Councilwoman, councilwoman I mean Mayor Stephanie Rawlings-Blake."

Comptroller: "Okay."

Vice President Reisinger: "and the Comptroller Joan Pratt."

Mayor: "Thank you very much and good morning Mr. Countess."

Mr. Countess: "Good morning Ms. Mayor."

Mayor: "So, this project has languished and I know even from my time as Council President how desperately needed ah that this

MINUTES

O'Donnell development is and how important it is to the Tenants Council that its right and ah to the community. That's why one of the things as I engaged with the Tenants Council over the past few years, ah- I committed to was making sure that under my administration this move forward. But, it has to be done in a way that protects um the community. I share some of the concerns expressed by the members ah that the voices of the Tenant Council and ah- the future of the Tenants' Council needs to -- we need to figure out a way to ah- protect that. It's important to me on so many different levels. My father grew up in Poe Homes so ah I was raised to understand and value ah- the quality of life that you can build for your family when public housing is done right. So I have a long working relationship ah- with the Tenant Council and ah- while it's true that the nature of the protest is not directly linked to the ah- matter that is before the Board, I would ask the Board members to consider ah- because Mr. Countess expressed that there are meetings that will be ongoing. I would ask the Board to consider in 60 days that we get an update on the status of the negotiations. Is that possible?"

Mr. Engel: "Yes, certainly we'll be happy to update the Board."

Comptroller: "I have a couple of questions. Ah, how long have you been negotiating with the developer?"

MINUTES

Mr. Countess: "I believe the developer was --."

Vice President Reisinger: "You need to speak in the mic."

Mr. Countess: "It was over two years, I have to check back to see."

Comptroller: "And what is the status of the negotiations?"

Mr. Countess: "Ah we've produced the development consultant agreement. We ah -- forwarded that agreement to them on or about December 11th, of 2012. When we spoke to the developer this morning they indicated that um for the most part ah -- they agreed with the edits and ah -- that we should certainly be able produce a document that ah -- they are willing to sign."

Comptroller: "Now if the developer goes to settlement, how can you enforce the promises made to the O'Donnell Heights Tenant Council?"

Mr. Countess: "Well, that's a risk. It is a risk. But, my clients took a risk because they could have opposed this development when it was on the drawing board. But, because they went out to negotiate in good faith and believed that the Housing Authority was acting in good faith, ah because the developer has expressed ah the fact that they are dealing with us in good faith and because um they've made these promises that we have addressed, contingent upon those promises, ah then we are hopeful that they will adhere to those promises, and besides

MINUTES

which this is Part 1A. This is Phase 1A of this project. There is a Phase 1B. ah I believe that my clients, if in fact they are disappointed in this result ah will in fact then strongly oppose, and they will have reason to do that."

City Solicitor: "If the Chair will entertain a Motion, I would move approval of the item as submitted by the agency, given the withdrawal of the protest and incorporate the Mayor's suggestion that Baltimore Housing um -- report to the Board in writing in 60 days on the status of the discussions among Baltimore Housing, the developer and the Tenants Council with an opportunity for both the developer and the Tenants Council to respond promptly after the Baltimore Housing report so that they, this Board can have full report from all parties in shortly more than 60 days."

Comptroller: "I second."

Vice President Reisinger: "All those in favor say AYE. All those opposed say NAY. The AYE's have it. Motions carried."

Mayor: "Thank you Mr. Countess."

President: "Thank you."

Vice President Reisinger: "Thank you Mr. Countess."

* * * * *



Legal Aid Bureau, Inc.
Statewide Advocacy Support Unit
Affordable Housing Preservation
Project

Charles H. Dorsey, Jr. Building
500 E. Lexington Street
Baltimore, Maryland 21202
(410) 951-7777
(410) 951-7818 FAX
www.mdlab.org

Warren S. Oliveri, Jr., President
Wilhelm H. Joseph, Jr., Executive Director
C. Shawn Boehringer, Chief Counsel
Gustava E. Taler, Chief Operating Officer
Cheryl Hystad, Director of Advocacy
Gregory Countess, Assistant Director of Advocacy

January 15, 2013

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

Re: Developer's Agreement No. 1259

Dear Board

I represent the O'Donnell Heights Tenant Council, Inc. (OHTC), which is a 501 c (3) non-profit that is the tenant council for the current and former residents of the O'Donnell Heights public housing development. The current and former residents of O'Donnell Heights are primarily African Americans, the elderly and disabled and families. Therefore members of those classes, protected by this nation's Civil Rights laws, are either former or current residents of O'Donnell Heights. As you may be aware, at the Board of Estimates meeting, the Board will be asked to render final approval of the Developers Agreement No. 1259 which will allow closing of the real estate transaction involving phase IA of the O'Donnell redevelopment. We protest the approval of the Developer's Agreement.

Our clients, who have participated in this process and have in good faith negotiated with the Developer and the Housing Authority of Baltimore City, are concerned about several matters as it pertains to the redevelopment effort. The Housing Authority of Baltimore City promised the OHTC that any developer chosen would include the OHTC as a special limited partner in the development of the project and in the ownership entity. Although we have negotiated an agreement with the developer, they have not responded to our request to finalize a document that memorializes their promises, let alone take the step of including OHTC as partners in the ownership entity (the agreement is attached). This agreement is important because we have seen



COMPT/BOE JAN 15 '13 04:14:05

tenant council organizations and their members harmed because owners have disregarded promises made to resident organizations. Owners in other public housing developments, which have used City funds, have promised tenants a role in the management of mixed financed public housing developments, whether promising to consult with residents in regard to management and development decisions which effect residents, allowing resident organizations the use of space in community facilities built on the site to provide services to residents, or as in the agreement attached allowing residents to have a predominate role in the provision of services to residents living on the redeveloped site. It is important that residents have a binding commitment from the owner because the Housing Authority of Baltimore City has been either unable or unwilling to force these private owners of public housing to keep their promises. In particular, the tenant councils at Broadway Overlook (formerly Broadway Homes) and Orchard Ridge (formerly Claremont Homes) have either been shut out of their community space or evicted from their offices in the community building on the site despite apparent efforts made by the Housing Authority to compel those owners to keep their promises.

Additionally, residents were promised by the Housing Authority that this development, though not public housing, would be "public housing like". This is important because public housing residents have a right to housing which comes closest to the right envisioned by Franklin Roosevelt in his proclamation concerning the new four freedoms- which were in part a precursor to the right to housing found in the Universal Declaration of Human Rights. For many years public housing residents fought to have the right of security of tenure. They fought to ensure that they have a right to organize and participate in the management and operation of public housing developments. These rights included the right to create and implement tenant services for residents. There are several transactional documents that should reflect these rights and one of them, the Long term Affordable Admissions Continued Occupancy Agreement, the council has spent two years negotiating with HABC and the Developer. However neither the Developer nor the Housing Authority has seen fit to share the final draft of these documents with us. Additionally because this project uses federal funds it is subject to federal section 3 requirements. Though the owner promised to consult with residents prior to approval of this plan by HABC and HCD, residents didn't see the plan until it was approved.

Though the Developer's Agreement on its face doesn't seem to involve the direct utilization of City funds, this project will utilize City funds to build the project which will use the utilities installed. Title VI of the Civil Rights act requires an analysis of whether use of the federal HOME funds received by the City and used on this project will have an adverse impact on persons in a protected class. Such an analysis either has not been done or ignores the real harm suffered by members of protected classes if this owner is not required to memorialize the promises made to residents. Approval of this Agreement will allow this project to go forward and thus important rights protected class members and funds for the OHTC which will be used to empower residents and attain self sufficiency may be lost.


Finally we remain concerned about the long term affordability of this development. We asked for assurances from the developer that the council would have a right of first refusal if the partners or HABC would not commit to keeping the units affordable either after the expiration of the extended low income housing commitment period or any period of affordability required by ground lease. The ground lease may require the improvements on the land to revert to the Housing Authority unless there is a promise for an extended affordability period however we haven't seen the ground lease. Thus we are concerned, particularly since HABC in prior discussions with us has indicated it has not asked for a right to purchase the property, if the



property isn't maintained as affordable. Precious City funds which leverage and make it possible to build housing affordable to the extremely low-income citizens of Baltimore City is a valuable resource the City needs and will need in the future.


We welcome the opportunity to further explain our concerns to the Board about this project.
Thank you.

Sincerely,



Gregory Countess, Esq.



FROM	NAME & TITLE	Steve Sharkey, Acting Director	CITY of BALTIMORE MEMO 57	
	AGENCY NAME & ADDRESS	Department of General Services 800 Abel Wolman Municipal Building		
	SUBJECT	DEVELOPER'S AGREEMENT NO. 1259		

TO

DATE:

#57308

The Honorable President and Members
of the Board of Estimates
204 City Hall

January 9, 2013

Dear Mr. President and Members:

ACTION REQUESTED OF BOARD OF ESTIMATES:

This is a request for approval of a Developer's Agreement.

BACKGROUND/EXPLANATION:

GBAHC/MICHAELS JV, LLC, would like to install various new utilities to service their new construction, for the redevelopment of the O'Donnell Heights Housing Project. Phase 1 having a mailing address of 6349 Boston Street, Baltimore, Maryland 21224. This agreement will allow the organization to do its own installation in accordance with Baltimore City Standards.

AMOUNT OF MONEY AND SOURCE OF FUNDS:

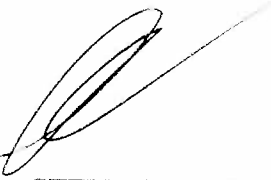
A performance bond in the amount of \$1,246,993.47 has been issued to GBAHC/MICHAELS JV, LLC, who assume 100% of the financial responsibility.

MBE/WBE PARTICIPATION:

City funds will not be utilized for this project; therefore, MBE/WBE participation is not applicable.

BCRF PARTICIPATION:

N/A


STEVE SHARKEY
ACTING DIRECTOR

Today, UPON MOTION duly made and seconded, the Board approved the item as submitted by the agency given the withdrawal of the protest and incorporated the Mayor's suggestion that Baltimore Housing report to the Board in writing in 60 days on the status of the discussions among Baltimore Housing, the developer and the Tenants Council with an opportunity for both the developer and the Tenants Council to respond promptly after the Baltimore Housing report so that this Board can have a full report from all parties.

Attachments

SS/TLK/PDB:df

cc: The Honorable Stephanie Rawlings-Blake


CLERK

JAN 16 2013
DATE

DEVELOPER'S AGREEMENT
NO. 1259
BY AND BETWEEN
THE MAYOR AND CITY COUNCIL OF BALTIMORE
AND
GBAHC/MICHAELS JV, LLC

THIS AGREEMENT, made and entered into this 16 day of JAN 16 2013, 2013, by and between the Mayor and City Council of Baltimore, a municipal corporation of the State of Maryland (hereinafter the "CITY"), acting by and through its Department of General Services (hereinafter the "DEPARTMENT"), and GBAHC/Michaels JV, LLC, with its principal office located at 3 East Stow Road, suite 100, Marlton, New Jersey, 08053, (hereinafter the "DEVELOPER").

WHEREAS, the DEVELOPER has applied for permission from the CITY to construct road, alley, sidewalk, water, conduit, storm drain and/or sanitary improvements in a public right of way in Baltimore City; and

WHEREAS, the DEVELOPER has submitted to the CITY plans for the construction of the improvements, as set forth herein, which plans have been approved by the CITY; and

WHEREAS, the DEVELOPER is willing and able to post a performance bond or irrevocable letter of credit in the full amount of the anticipated costs of construction, as set forth herein; and

WHEREAS, the CITY is willing to grant to the DEVELOPER the right to construct said improvements to that property located in the vicinity of 6349 Boston Street, (hereinafter, the "PROPERTY"), pursuant to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. THE PROJECT

A. The project (hereinafter the "PROJECT") shall consist of the repair, replacement and/or installation of various utilities, along with all pertinent work set forth on the plans entitled Developer's Agreement No.1259 which are on file with the DEPARTMENT and are incorporated herein by reference.

B. The PROJECT work shall include, but is not limited to, the repair, replacement and/or installation of the following:

4' x 4' x 4' HR Duct Bank Manhole
6" Base Course
Meter Vault

C. The DEVELOPER shall cause all work relating to the PROJECT to be performed in a good and workmanlike manner, and in accordance with all applicable laws and other governmental requirements.

D. The DEVELOPER shall work diligently to complete the PROJECT on schedule.

II. RIGHT OF WAY/RIGHT OF ENTRY

The DEVELOPER shall perform all work relating to the PROJECT only within a CITY-owned right-of-way or easement. In instances where the DEVELOPER is performing work in CITY-owned streets or easements, this Agreement will serve as a right of entry for the DEVELOPER to enter the streets and easements to perform work. Execution of this Agreement by the CITY shall not constitute a right of entry for the DEVELOPER to work anywhere but in a designated CITY right of way or approved easement.

III. TERM

This Agreement shall commence upon approval by the Board of Estimates of Baltimore City and end upon Final Acceptance by the CITY after the MAINTENANCE PERIOD (as defined herein) (hereinafter the "TERM").

IV. DESIGN PLANS AND CONSTRUCTION

A. The DEVELOPER hereby assumes responsibility for all construction designs, plans and preparations relating to the PROJECT.

B. All plans submitted to the DEPARTMENT for approval must bear the stamp of a registered professional engineer who is licensed in the state of Maryland. Further, all applicable Baltimore City standard numbers must be clearly labeled on all plans.

C. All plans and construction methods must be in accordance with the City of Baltimore's (a) Book of Standards, and (b) Specifications for Materials, Highway, Bridge, Utilities and Incidental Structure, and all amendments thereto.

D. The DEVELOPER'S plans for construction must include all work contemplated under the PROJECT, a sequence for construction, and any and all related notes.

E. The DEVELOPER shall have already furnished to the DEPARTMENT, and the DEPARTMENT shall have approved, up to thirty (30) sets of plans, including the original set of plans and one (1) mylar copy thereof. These sets of plans shall include preliminary, semi-final, and final construction plans, as applicable.

F. The plans, as approved by the CITY, shall be amended only by prior written agreement between the parties hereto.

V. CONSTRUCTION

A. The DEVELOPER shall be solely responsible for the construction of the PROJECT in accordance with the CITY-approved plans and in conformity with all applicable laws and construction standards.

B. The DEVELOPER shall use only those contractors who are prequalified by the City of Baltimore Contractors Qualification Committee for the specific work they are to perform, and for which they have been given work classification code numbers as follows: 02553 (for duct construction), 02551 (for water), 02554 (for storm water), 02551 (for waste water). Any and all sanitary and storm drainage work shall be performed by bonded drain layers.

C. The DEVELOPER shall comply with all requirements of the Baltimore City Erosion and Sediment Control Manual in the performance of the work hereunder.

D. Any new street, avenue, thoroughfare, or alley constructed under this PROJECT, that is offered to the CITY, the DEVELOPER, at its sole cost and expense shall prepare a deed, plat(s), legal description and title report for the parcel(s) in a form acceptable to the CITY prior to the CITY'S acceptance as public street, avenue, thoroughfare, or alley, and prior to the expiration of the MAINTENANCE PERIOD, And prior to the release of any PERFORMANCE BOND OR LETTER OF CREDIT.

E. The DEVELOPER, at its sole cost and expense, shall repair and restore all roadway areas which are impacted by the performance of the work hereunder, and such repair and restoration work shall be in compliance with the requirements of the CITY'S grade establishment and standard specifications.

F. In the event that the CITY, in its sole discretion, determines that it is necessary to remove the whole or part of any street or alley return, or street or alley approach, adjacent to the work performed hereunder, whether due to differences in field conditions or otherwise, this additional work shall be performed by the DEVELOPER, at its sole cost and expense.

G. In the event that the DEVELOPER disconnects or renders inoperable during any portion of the PROJECT the existing street lighting, the DEVELOPER at its sole cost and expense shall provide temporary street lighting, immediately at current lighting levels to the PROJECT, until permanent street lights are installed and operational.

H. Any and all services, including water, conduit, storm drain, and/or sanitary services, that are abandoned by the DEVELOPER shall be abandoned at the mains, and all related meters must be promptly returned to the CITY. In the event such meters are not promptly returned to the CITY, the DEVELOPER shall reimburse the CITY for the cost of each meter at the current cost of such meter(s) as established by the CITY. In the event that more than one service is installed pursuant to the PROJECT, then the DEVELOPER shall install check valves on all services, both existing and proposed, on the PROPERTY. Such check valves shall be indicated on the plans, and shall be visually verified by the DEPARTMENT prior to establishing any new service.

I. The DEVELOPER shall, at its sole cost and expense, be responsible for obtaining all required permits (including but not limited to paving permits, building permits for work on private property, and permits for sanitary and private clear water connections, sanitary sewers, storm water drains, and private clearwater drains) and making all applications (including but not limited to meter applications) necessary for the PROJECT. The approval of this Agreement by the CITY in no way waives the DEVELOPER'S obligation to make such applications and obtain such permits.

J. The CITY shall inspect the PROJECT as it deems necessary during construction, upon the completion of the work and at the expiration of the MAINTENANCE PERIOD.

VI. OWNERSHIP AND MAINTENANCE

A. The parties hereby agree that, upon submission of the DEVELOPER's plans to the CITY, the plans become the property of the CITY. The DEPARTMENT shall provide the DEVELOPER with two (2) complete copies of the final approved plans. If additional copies are needed, the DEVELOPER may request such from the DEPARTMENT, and shall pay all reproduction costs associated therewith.

B. Upon the completion of construction of the PROJECT and notification thereof by the DEVELOPER, the CITY shall inspect all work performed pursuant to the PROJECT, and if it finds the work to be satisfactory, it shall issue a Conditional Acceptance thereof. From the date of issuance of the conditional acceptance, a one (1) year maintenance period shall commence (hereinafter the "MAINTENANCE PERIOD"). Upon the expiration of the MAINTENANCE PERIOD, a final inspection shall be made by the CITY, and if it finds the work performed pursuant to the PROJECT remains satisfactory, the CITY shall issue a Final Acceptance.

C. From the commencement of the work through Final Acceptance, any and all costs incurred for any emergency repairs to the PROJECT which, in the sole discretion of the CITY, may be required to be made by the CITY, shall be the responsibility of the DEVELOPER, who shall promptly reimburse the CITY for all such costs.

D. All improvements, with the exception of the DEVELOPER'S fiber optic cable, if any, shall become the sole property of the CITY, and under its complete control, upon Final Acceptance.

E. At all times during the TERM, the CITY, its employees and other agents, shall have the absolute right of ingress, egress and access to the PROJECT site for any and all purposes, including but not limited to inspection, maintenance, repair, removal, relocation, alteration, or any other purpose deemed necessary based upon the results of any inspection performed by the CITY.

VII. DEVELOPER'S PERFORMANCE BOND OR LETTER OF CREDIT

As a condition of this Agreement, and prior to the DEVELOPER initiating the performance of any work under the PROJECT, the total estimated cost of the work to be performed pursuant to the PROJECT shall be secured by a performance bond or irrevocable letter of credit furnished by the DEVELOPER or its agent, for the benefit of the CITY, and in the amount of **ONE MILLION ONE HUNDRED SEVENTY NINE THOUSAND THREE HUNDRED FIFTY FIVE DOLLARS AND THIRTEEN CENTS (\$1,179,355.13)**. Said performance bond or letter of credit shall remain in effect throughout the entire TERM of this Agreement, and may be revoked during the TERM only by mutual consent of the parties. Release of the performance bond or irrevocable letter of credit shall occur upon completion of the work, the CITY'S receipt of As-Built revisions of the plan set, and the issuance of Final Acceptance of the PROJECT by the CITY.

VIII. RIGHT OF EXTENSION OR EXPANSION

The CITY shall have the right, at any time, and at its own expense, to extend or expand any and all of the DEVELOPER'S extensions under the PROJECT in right-of-ways owned by the CITY or in any permanent easement contiguous to or beyond the PROPERTY.

IX. FEES

In order to perform the PROJECT, the DEVELOPER shall pay to the CITY the following costs and fees:

- (i) A non-refundable fee in the amount of **ONE HUNDRED SIX THOUSAND ONE HUNDRED FORTY ONE DOLLARS AND NINETY SIX CENTS (106,141.96)**, equal to nine percent (9%) of the amount of the performance bond or irrevocable letter of credit;
- (ii) The cost of all meters, as specified in Section XI below, in the amount of **TEN THOUSAND NINE HUNDRED NINETY DOLLARS (\$10,990.00); and**
- (iii) A fee of **THREE HUNDRED DOLLARS (\$300.00)** required by the Department of Transportation.

X. PAYMENTS

The DEVELOPER shall proffer all fees, costs, bonds and/or letters of credit required by this Agreement to the CITY no later than upon the submission of this Agreement to the CITY for execution.

XI. METER COSTS

The DEVELOPER shall pay the costs for all meters hereunder, which costs shall vary depending on the size and type of the meter(s) involved. The cost of the meter(s) shall be the current cost in effect at the time of application for service, and payment for all meter(s) is due at the time of application.

XII. OTHER AGENCIES' COSTS

In the event that services and/or materials of other agencies of the CITY are required by the DEVELOPER in the performance of the work hereunder, the DEVELOPER shall pay the full cost of these services and/or materials directly to the various agencies involved. Such expenditures may include, but are not limited to, expenditures for maintenance of traffic signage, traffic signal installation, relocation of light poles, frames, grates, other metal work, and televising of mains.

XIII. INDEMNIFICATION

The DEVELOPER shall indemnify, save, defend and hold harmless the CITY, its elected/appointed officials, departments, agencies, agents, servants and employees, from any and all suits, actions, claims, demands, damages, losses, expenses and/or costs of every kind and description, including attorneys' fees and court costs associated therewith, to which the CITY may be subjected or put by reason of injury (including death) to persons or property, arising out of or resulting from any act or omission, whether willful, negligent, or otherwise, of the DEVELOPER, its employees or agents, in connection with the performance of the work hereunder. This provision shall survive the expiration or early termination of this Agreement.

XIV. INSURANCE

- A. The DEVELOPER shall procure and maintain, during the TERM of this Agreement, reasonable and customary insurance, including builder's risk and liability insurance, sufficient to cover any claim or loss to person(s) or property arising out of the DEVELOPER'S performance of the work pursuant to the PROJECT.
- B. The Mayor and City Council of Baltimore, its elected/appointed officials, employees, and agents, shall be covered, by endorsement, as an additional insured, with regard to liability arising out of work performed by or on behalf of the DEVELOPER in connection with this Agreement.
- C. The DEVELOPER'S insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
- D. The DEVELOPER'S insurance coverage shall be primary insurance as respects the CITY, its elected/appointed officials, departments, employees, and agents. Any insurance and/or self-insurance maintained by the CITY, its elected/appointed officials, departments, employees, or agents, shall not contribute with the DEVELOPER'S insurance or benefit the DEVELOPER in any way.
- E. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days prior written notice has been given to the CITY. There will be an exception for non-payment of premium, which is ten (10) days notice of cancellation.

- F. Insurance is to be placed with insurers with a Best's rating of no less than A:VII, or, if not rated with Best's, with minimum surpluses the equivalent of Best's surplus size VII and insurers must be licensed/approved to do business in the State of Maryland.
- G. The DEVELOPER shall furnish to the CITY a "Certificate of Insurance" with a copy of the additional insured endorsement as verification that coverage is in force. The CITY reserves the right to require complete copies of insurance policies at any time.
- H. Failure to obtain or maintain insurance coverage as required, or failure to furnish Certificates of Insurance as required, shall constitute a material breach of this Agreement and shall entitle the DEPARTMENT to terminate this Agreement immediately upon written notice to the DEVELOPER.

XV. FAILURE TO COMPLY

If the DEVELOPER fails to fulfill its obligations under this Agreement properly and in a timely manner, including failure to perform construction in accordance with the approved construction schedule, or otherwise violates any provision of this Agreement, the DEPARTMENT shall have the immediate right to complete or remove the work utilizing the performance bond or irrevocable letter of credit provided for herein, and the parties agree that the CITY shall automatically be released from any and all claims the DEVELOPER may otherwise have relating to the PROJECT. The DEPARTMENT may, in its sole discretion, allow the DEVELOPER a specified time period in which to cure a breach and/or otherwise correct and/or improve its performance under the Agreement to the DEPARTMENT'S sole satisfaction.

XVI. GENERAL PROVISIONS

A. Any notice required or permitted under this Agreement shall be in writing and hand delivered with receipt obtained therefore, or mailed postage prepaid to the other party by certified mail, return receipt requested, to the following:

FOR THE DEVELOPER

Mr. John J. O'Donnell, President
GBAHC/Michaels JV, LLV
3 East Stow Road, Suite 100
Marlton, NJ 08053

FOR THE DEPARTMENT

Mr. Theodore Atwood, Director
Department of General Services
800 Abel Wolman Municipal Building
Baltimore, Maryland 21202

with copies to:

Mr. Paul Barnes
Department of General Services
204 Abel Wolman Municipal Building
Baltimore, Maryland 21202

B. The signatory for the DEVELOPER, below, certifies and warrants that the DEVELOPER'S name in this Agreement is its full legal name, as designated in its corporate charter or other organizational document, that he/she is empowered to act and contract for the DEVELOPER, and that this Agreement has been approved by the board of directors or other governing body of the DEVELOPER. The DEVELOPER further represents and warrants that it is the owner of the PROPERTY.

C. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Maryland, and subject to the jurisdiction of its courts. Any litigation between the parties shall be brought in a court of competent jurisdiction in Baltimore City.

D. The waiver of any term of this Agreement, or the failure of the DEPARTMENT to insist on strict compliance and prompt performance of any term of this Agreement, followed by the acceptance of such performance thereafter, shall not constitute or be construed as a waiver or relinquishment of any right by the DEPARTMENT to enforce all terms strictly in the event of a continuous or subsequent default.

E. Each provision of this Agreement shall be deemed to be a separate, severable, and independently enforceable provision. If any provision of this Agreement is found invalid or unenforceable, the remainder of this Agreement will not be affected. Each term and provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

F. This Agreement shall be binding upon the parties hereto and their successors and permitted assigns.

G. Words of gender used in this Agreement may be construed to include any gender, and words in the singular may include the plural of words, and vice versa.

H. The marginal headings or titles contained herein are inserted for convenience and reference only and shall be disregarded in construing and/or interpreting this Agreement.

I. This Agreement may be executed in any number of copies, each of which shall be deemed an original.

J. The recitals are hereby incorporated as part of this Agreement.


K. This Agreement may be amended or modified only by written agreement, signed by the parties, and approved by the Board of Estimates of Baltimore City.

L. This Agreement constitutes the entire, full and final understanding between the parties hereto and neither party shall be bound by any representations, statements, promises or agreements not expressly set forth herein.

IN WITNESS WHEREOF, the parties hereby evidence their agreement to the above terms and conditions by having caused this Developer's Agreement to be executed, sealed and delivered the day and year first above written.
ATTEST:

GBAHC/MICHAELS JV, LLC

By: The Michaels Development Company 1, L.P; Member
By: The Michaels Development Holding Company, LLC;
General Partner


NAME: Catherine A. Freas

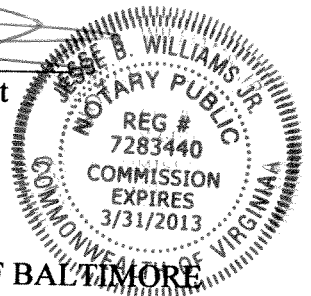
By: 
John J. O'Donnell, President

By: Greater Baltimore AHC Inc; Member

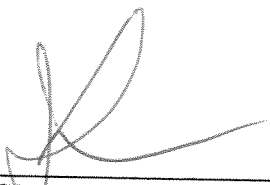
By: 
Walter D. Webdale, President

City/County of Arlington
Commonwealth of Virginia
The foregoing instrument was acknowledged before me
this 18th day of September, 2012


by Jesse B. Williams Jr. Notary Public
Reg # 7283440 Com. Exp. 3/31/2013



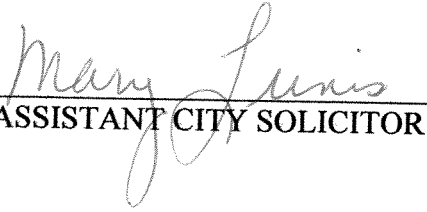
ATTEST:


CUSTODIAN OF THE CITY SEAL

MAYOR AND CITY COUNCIL OF BALTIMORE


By: 
STEVE SHARKEY, ACTING DIRECTOR
DEPARTMENT OF GENERAL SERVICES

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY


ASSISTANT CITY SOLICITOR

APPROVED BY THE BOARD OF ESTIMATES

DHCD will report to the Board within 60 days
on the status of negotiations between the
developer and the Tenant's Council.


CLERK

DATE JAN 16 2013

PERFORMANCE BOND

Bond No. 0613078

KNOW ALL MEN BY THESE PRESENTS, That we **GBAHC/Michaels JV, LLC, 3 East Stow Road, Suite 100, Marlton, NJ 08053** (hereinafter called "Principal"), and **International Fidelity Insurance Company**, a corporation organized and existing under the laws of the State of **New Jersey**, with principal office at **One Newark Center, Newark, NJ 07102** (hereinafter called "Surety"), as Surety, are held and firmly bound unto **The Mayor and City Council of Baltimore, 100 Holiday Street, Baltimore, Maryland 21202** (hereinafter called "Obligee"), in the penal sum of **One Million, Two Hundred Forty Six Thousand, Nine Hundred Ninety Three and 47/100ths---(\$ 1,246,993.47)** Dollars, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns jointly and severally, firmly by these presents.

SIGNED AND SEALED this **2nd** day of **January , 2013**.

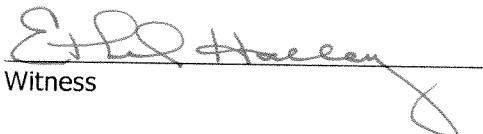
WHEREAS, the above captioned Principal has entered into a certain written agreement with the Obligee above named, dated the _____ day of _____, _____;

Public Works Developer's Agreement No. 1259 for
Public Infrastructure Associated with the New Construction of a 2-Story Single Family Townhouse
and Garden Style Buildings containing Seventy Six (76) Affordable Rental Units located at 6349
Boston Street, Baltimore, MD 21208

which contract or agreement is hereby referred to and made part hereof.

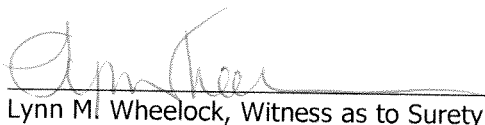
NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that is Principal shall indemnify and hold harmless the Obligee against any loss or damage directly arising by reason of failure of the Principal to faithfully perform said contract or agreement, the this obligation shall be void; otherwise to remain in full force and effect.

GBAHC/Michaels JV, LLC


Witness

By: 

International Fidelity Insurance Company


Lynn M. Wheelock, Witness as to Surety

By: 

Kathleen M. Rowe, Attorney-in-Fact

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

FERNANDA L. DEPAOLANTONIO, LYNN M. WHEELLOCK, KATHLEEN M. ROWE, JEFFREY R. LONGENECKER,
DOUGLAS S. HANSEN

Wayne, PA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

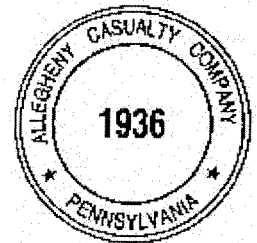
"RESOLVED, that (1) the President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 12th day of March, 2012.



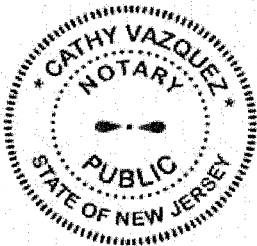
STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Executive Vice President/Chief Operating Officer
(International Fidelity Insurance Company)
and President (Allegheny Casualty Company)



On this 12th day of March 2012, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar. 27, 2014

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 2nd day of January, 2013.

MARIA BRANCO, Assistant Secretary

DEVELOPMENT ADVISORY AGREEMENT

This Development Advisory Agreement (this “**Agreement**”), effective _____, 2012, is made by and between O’Donnell Heights 1 Associates, LP, a Maryland limited partnership (“**Owner**”), GBAHC/Michaels JV, LLC, a Maryland limited liability company (the “**Developer**”), and the O’Donnell Heights Tenant Council, Inc., a Maryland non-profit corporation (the “**OHTC**”).

RECITALS

Deleted: Consultant

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WHEREAS, Owner was formed to own and redevelop an affordable rental housing development known as O’Donnell Heights located in Baltimore, Maryland (the “**Project**”), which Project will include public housing, affordable housing, and market rate rental units;

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WHEREAS, Owner and Developer have entered into that certain Development Agreement dated _____, 2012 (the “**Development Agreement**”) whereby Developer will provide certain development services to Owner with regard to the development of Phase 1 of the Project (the “**Development**”);

WHEREAS, OHTC is duly organized in accordance with the laws of the State of Maryland and it has been represented to the Developer and the Owner that it is authorized and empowered to act on behalf of all the tenants of the Project;

Deleted: Consultant

WHEREAS, OHTC has participated in the formulation of the redevelopment plan for the Project and is a special limited partner in the redevelopment of O’Donnell Heights.; and

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WHEREAS, the parties are jointly endeavoring to provide to O’Donnell Heights residents quality affordable replacement housing on the quickest timeframe possible; and

WHEREAS, Developer desires to add the OHTC to the Ownership Structure as a Special Limited Partner for phase 1A of the Development as well as future phases and will negotiate separate terms as to fees and other matters in regard to future agreements in regard to those future phases; and

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WHEREAS, Developer desires to formally engage OHTC to provide certain consulting services described in Section 1 below (the “**Services**”) during the planning and redevelopment of the Development.

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AGREEMENT

Therefore, the parties agree to incorporate the recitals by reference and intend them to be binding on the parties and further agree as follows:

1. Services. OHTC will provide the following Services to Developer:

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1.1. Attend meetings at least once a month with the Developer and provide recommendations regarding site planning, architectural design, unit and community amenities, and the construction process that will enhance the Project’s desirability and integration into the community.

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1.2. Review proposals, participate in interviews (if requested by Developer), and provide recommendations during the selection process for any replacement member(s) of the development team (i.e., developers, architects, engineers, or general contractor), housing authority, or attorneys representing the Developer or Owner.

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1.3. Work with the Housing Authority of Baltimore City (“**HABC**”) and provide recommendations to the Developer in creating a Relocation Plan for the existing residents of the Development and those who have already moved and wish to return to Development post construction.

1.4. After the existing residents have been relocated to allow for redevelopment, provide recommendations regarding the priority of the relocated and former residents’ right to return to the Development post construction.

1.5. Will form a joint partnership with Better Tomorrows Inc. a 501 c(3) non-profit corporation formed by the Michaels Organization and lead in the effort to shape and implement the social services programs offered at the Development, as they relate to job training and employment opportunities available during redevelopment of the Development and in particular during the entire affordable housing term and operation of the Development.

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1.6. Review and provide input as well as recommendations to the Developer and the General Contractor concerning the development and submission of a Section 3 plan. In addition, provide recommendations for the hiring of qualified Section 3 employee’s and utilization by the General Contractor of sub-contractors who are qualified and locally certified MBE/WBE, or Section 3 firms.

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1.7. Promote the Development in the community, and upon request by the Developer, provide letters of support and positive testimony in public meetings and hearings of Baltimore City review and approval bodies such as Urban Design & Review Panel (UDARP), Board of Municipal Zoning Appeals (BMZA), Planning Commission, and City Council with the goals of improving community and governmental relations, and garnering support for the redevelopment plan that ultimately insures replacement housing is built at the Project.

1.8. Assist Interstate Realty Management Company (“**IRM**”) in marketing and outreach activities for leasing the units by (i) sharing marketing and leasing information (previously approved by IRM) with Project residents and the surrounding community, and (ii) participating in community events and promoting the Development to potential residents.

2. Incorporation of Recommendations. The recommendations provided by OHTC in rendering the Services to Developer will be given good faith consideration, and will be incorporated into the development plan to the extent they enhance the attractiveness, feasibility, and housing opportunities for low-income families in East Baltimore.

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3. Obligations of the Developer and Owner: The Developer will immediately seek to add the OHTC to O'Donnell Heights 1 Associates LLC and the Owner will give reasonable consideration to adding the OHTC as a Special Limited Partner with an 0.001% ownership interest. As Special Limited Partner the OHTC shall have the authority to attend partnership meetings and be consulted on design, construction, unit mix plans, community and supportive services, and Development operational matters though in regard to operation of the Development such consultation will not be construed as permitting the OHTC to determine management issues in regard to the Development. All comments and recommendations made as result of the Developers and Managing General Partners consultation with the OHTC will be considered in good faith.

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4. Rights of OHTC.

4.1. In addition too the rights of OHTC stated under paragraph 3 of this Agreement, if OHTC is admitted as Special Limited Partners or in lieu of those rights if the Owners deny admission of OHTC to the Ownership in carrying out the Services, OHTC will have the right to review the project documents necessary to perform the Services (the “**Transaction Documents**”). The Transaction Documents will be available for OHTC’s review at the offices of Greater Baltimore AHC, Inc. located at 1501 St. Paul Street, Suite 111, Baltimore, MD 21202 during normal business hours, provided that OHTC first provides a written notice to Developer at least 24-hours in advance that specifies the documents to be reviewed and an explanation of why the document is being requested.

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4.2. Developer will first obtain the consent of OHTC, which consent (i) will not be unreasonably withheld, conditioned, or delayed, and (ii) will be deemed given by OHTC five (5) days after Developer has given notice to OHTC that consent is required, before () changing the resident selection and screening policies, leasing policies, or social services delivery plan. Better Tomorrows, Inc. a 501(c)(3) a not for profit corporation (“Better Tomorrows”) will work jointly with the OHTC in a partnership role to provide social services at the Development. The Michaels Organization instigated the formation of Better Tomorrows and the not for profit corporation will assume the same responsibilities that were previously performed by the Social Services Division of Interstate Realty Management Company (“IRM”). IRM is the property manager for the Development. As a not for profit corporation, Better Tomorrows will be seeking foundation support for the provision of enhanced social services at O’Donnell Heights in partnership with OHTC as detailed in the joint partnership agreement referenced in section 1.5 above.

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5. Level of Service. In providing the Services hereunder, (i) OHTC will not be deemed an insurer of the results of Developer under the Development Agreement, (ii) Consultant’s obligations will be limited to performing the Services diligently and in good faith, (iii) the Developer is not relieved of any of its obligations pursuant to the Development Agreement or any other contractual agreement, and (iv) nothing herein will be construed to be an assignment of any duties of Developer to OHTC.

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6. Termination. This Agreement will terminate upon the expiration or termination of Owner’s responsibility to maintain and operate the Development as affordable housing pursuant to the AHAP, HAP and the Ground Lease under which the Owner is required to accept a subsidy to subsidize units for public housing residents. Developer’s duties and responsibilities pursuant to the Development Agreement.(? haven’t seen the Developers Agreement) Notwithstanding such termination however, Developer and Owner will remain liable to OHTC for payment of the fees described in Section 7 below.

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7. OHTC Special Limited Partner Fee.

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7.1. Developer will pay to OHTC a fee (the “**Special Limited Partner Fee**”) equal to [Thirty Five Thousand Dollars (\$35,000.00)]. The payout schedule of the Special Limited Partner Fee (with respect to timing and the percentages of the total fee due) will be governed by the payout schedule of the developer’s fee memorialized in the Owner’s Limited Partnership Agreement (“**LPA**”) (e.g., if 25% of the total developer fee is to be paid at construction closing, then OHTC will earn 25% of the Special Limited Partner Fee at construction closing). All payments owing under this Section 6.1 will be due and payable to OHTC within five (5) business days of Developer’s receipt of any payment of the development fee from the Owner. In no event will Developer be required to pay any amounts to OHTC hereunder unless and until it actually

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receives payment from Owner pursuant to the Development Agreement.

7.2. Notwithstanding anything to the contrary contained in Section 6.1, if any portion of the development fee is deferred and Developer or any affiliated person or entity of Developer contributes or loans capital to Owner pursuant to the LPA in order to satisfy such deferred portion of the development fee, then OHTC will not be entitled to the portion of the Special Limited Partner Fee payable from such contribution (e.g., if 10% of the developer fee being paid is funded by a contribution from the Developer, then the Special Limited Partner Fee will be reduced by the corresponding 10%).

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7.3. For so long as the Owner is the owner of the Project, Owner will also pay OHTC a fee from its operating budget equal to \$15 per housing unit in the Development per year, to afford Consultant the ability to participate in a Resident Advisory Board. All payments owing under this Section 6.3 will be paid on an annual basis within ninety days from the last day of the calendar year, unless early paid by Developer at its discretion.

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8. Right of First Refusal. Subject to the consent of HABC, Consultant, or its designee, will at its option be granted an option and right of first refusal to purchase the Development, provided that OHTC, or its designee, is at the time of grant and at the time of exercise of such right a qualified nonprofit entity as required by Code Section 42 and is in good standing. Such right of first refusal shall be subordinate to (a) that certain Purchase Option and Right of First Refusal Agreement made in favor of Greater Baltimore AHC, Inc. and (b) that certain Purchase Option and Right of First Refusal Agreement made in favor of HABC; shall contain substantially the same terms and conditions as those senior agreements; and shall terminate if either Greater Baltimore AHC, Inc. or HABC exercises its option or right of first refusal.

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9. Separability of Provisions. Each provision of this Agreement will be considered separable and if for any reason any provision which is not essential to the effectuation of the basic purposes of this Agreement is determined to be invalid and contrary to any existing or future law, such invalidity will not impair the operation of or affect those provisions of this Agreement which are valid.

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10. Counterparts. This Agreement may be executed in several separate counterparts, each of which will be deemed to be an original copy and all of which together will constitute one agreement binding on all parties hereto, notwithstanding that all the parties will not have signed the same counterpart. PDF, facsimile, or other electronic submission of signatures will be deemed originals for any and all purposes.

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11. No Continuing Waiver. The waiver by any party of any breach of this Agreement will not operate or be construed to be a waiver of any subsequent breach.

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12. Applicable Law. This Agreement will be construed, governed, and enforced in accordance with the laws of the state of Maryland without giving effect to conflicts of laws principles. The courts in the state of Maryland will be the venue of any legal action concerning this Agreement and/or the transactions contemplated hereby.

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13. Notice. Any notice required to be sent to the parties hereto will be sent to:

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If to OHTC: O'Donnell Heights Tenant Council
1300 Elrino Street
Baltimore, Maryland 21224
Attn: _____

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With a copy to: Legal Aid Bureau of Maryland
Gregory Leo Countess
500 E. Lexington Street
Baltimore, Maryland 1202

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If to Developer: GBAHC/Michaels JV, LLC
1501 Saint Paul Street, Suite 111
Baltimore, Maryland 21202

With copy to: Klein Hornig LLP
1275 K Street NW, Suite 1200
Washington, DC 20005
Attn: Chris Hornig

14. No Assignment. OHTC will not assign its rights under this Agreement without the consent of the Owner and its investor member, which consent will not be unreasonably withheld.

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15. Limitation of Liability. The liability of Developer under this Agreement is expressly limited to any amounts then remaining due and payable under this Agreement, and further limited by applicable law. In no event will Developer have any liability for any amounts above and beyond fees due and payable hereunder.

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16. Recitals. The Recitals to this Agreement are hereby incorporated into this Agreement as if fully set forth herein.

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[Signature page follows]

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IN WITNESS WHEREOF, the parties have caused this Agreement to be signed, sealed and delivered as of the date first written above.

DEVELOPER

GBAHC/Michaels JV, LLC

By: _____

Name: _____

Its: _____

OWNER

O'Donnell Heights 1 Associates, LP

By: _____

Name: _____

Its: _____

OHTC - Special Limited Partner
O'Donnell Heights Tenant Council

By: _____

Name: _____

Its: _____

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Exhibit A

Purchase Option and Right of First Refusal

(see attached)

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MINUTESBureau of Water and Wastewater - Extension/Relocation Contract**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of an extension/relocation contract with BGE for Storm Water Contract No. 7762 (S.W.C. No. 7762), Rehabilitation and Replacement of the Highlandtown Storm Water Pump Station.

AMOUNT OF MONEY AND SOURCE:

\$40,036.00 - 9958-905708-9520-900020-706063

BACKGROUND/EXPLANATION:

The S.W.C No. 7762, is a project that will upgrade, modify, and replace the storm water pump station's existing electrical, mechanical, and power distribution system. The existing transformers, located inside the pumping station, are a hazard and need to be removed from the service entrance. The BGE, which originally installed the transformers, will remove, relocate, and the transformer under this extension/relocation contract. Approving this extension/relocation contract will allow the BGE to perform the work and hold the price.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$ 50,000.00	9958-903708-9522	
MVR	Constr. Res.	
	Stormwater PS	
	Improvements	
50,000.00	" "	
<u>MDOT</u>		
\$100,000.00	-----	9958-905708-9520-3
		Design

MINUTES

BW&WW - cont'd

The funds are required to pay the BGE to relocate an electrical transformer for SWC No. 7762, Highlandtown PS.

UPON MOTION duly made and seconded, the Board approved and authorized the execution of the extension/relocation contract. 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. The Honorable Vice President Reisinger acting on behalf of the Honorable President Young **ABSTAINED.**

MINUTES

PROPOSALS AND SPECIFICATIONS

1. Department of Transportation - TR 12017RR, Material Testing
2013 Various Projects City-
Wide
BIDS TO BE RECV'D: 02/06/2013
BIDS TO BE OPENED: 02/06/2013
2. Department of - GS 12810, Enoch Pratt Free
General Services Library, Library #22 Roof
Replacement
BIDS TO BE RECV'D: 03/06/2013
BIDS TO BE OPENED: 03/06/2013

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

Vice President: "As there is no more business before the Board, the meeting will recess until the bid opening at twelve noon.
Thank you."

* * * * *

MINUTES

Clerk: "The Board is now in session for the receiving and opening of bids."

BIDS, PROPOSALS AND CONTRACT AWARDS

Prior to the reading of bids received today and the opening of bids scheduled for today, the Clerk announced that **NO ADDENDA WERE RECEIVED** extending the dates for receipt and opening of bids on the following contract. There were no objections.

MINUTES

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

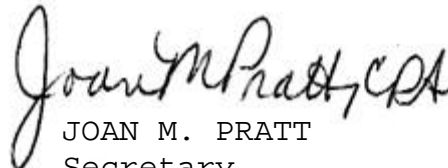
Bureau of Purchases

B50002739, Emergency Generators
Installation Maintenance and
Repair Service

Team Service Corporation

MINUTES

There being no objections, the Board, UPON MOTION duly made and seconded, adjourned until its next regularly scheduled meeting on Wednesday, January 23, 2013.



JOAN M. PRATT
Secretary