

MINUTES

REGULAR MEETING

Stephanie Rawlings-Blake, President
Sheila Dixon, Mayor
Joan M. Pratt, Comptroller and Secretary
George A. Nilson, City Solicitor - **ABSENT**
Donald Huskey, Deputy City Solicitor
David E. Scott, Director of Public Works
Ben Meli, Deputy Director of Public Works
Bernice H. Taylor, Deputy Comptroller, and Clerk

The meeting was called to order by the President.

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

In accordance with the Rules for Qualification of Contractors, as amended by the Board on October 30, 1991, the following contractors are recommended:

1 st Electric, Inc.	\$ 8,000,000.00
AM-Liner East, Inc.	\$ 1,500,000.00
American Eagle Contracting/ d/b/a/ American Eagle Doors	\$ 531,000.00
Apex Companies, LLC	\$103,347,000.00
Denver-Elek, Inc.	\$ 42,786,000.00
Excel Tree Expert Co., Inc.	\$ 4,059,000.00
R.E. Harrington Plumbing & Heating Co., Inc.	\$ 13,310,000.00
James W. Ancel, Inc.	\$ 68,820,000.00
Joseph B. Fay, Co.	\$196,884,000.00
Manekin Construction, LLC	\$ 8,000,000.00
Marine Technologies, Inc.	\$ 8,000,000.00
Ruff Roofers, Inc.	\$ 8,000,000.00
Walls & Ceilings, Inc.	\$ 5,994,000.00
Waverly Construction Company & Management, Inc.	\$ 8,000,000.00

MINUTES**BOARDS AND COMMISSIONS**2. Prequalification of Architects and Engineers

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

AB Consultants, Inc.	Engineer
Carroll Engineering, Inc.	Landscape Architect Engineer
Navarro & Wright Consulting Engineers, Inc.	Engineer
James Posey Associates, Inc.	Engineer
Lukmire Partnership, The, Inc.	Architect
R2S Consultants	Engineer
T.L.B. Associates, Inc.	Engineer

There being no objections, the Board, UPON MOTION duly made and seconded, approved the prequalification of contractors and architects and engineers for the listed firms.

MINUTES

Office of the State's Attorney (SAO) - Grant Award Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a grant award agreement with the State of Maryland, Department of Human Resources, Child Support Enforcement Administration (DHR). The period of the agreement is October 1, 2008 through September 30, 2009.

AMOUNT OF MONEY AND SOURCE:

\$	870,326.00	-	4028-115-821
	448,349.00	-	1001-115-021
	<u>\$1,318,675.00</u>		

BACKGROUND/EXPLANATION:

The SAO will provide child support services through its non-support Division.

The grant award agreement is late because negotiations with the DHR took longer than anticipated.

APPROVED FOR FUNDS BY FINANCE

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

UPON MOTION duly made and seconded, the Board approved and authorized execution of the grant award agreement with the State of Maryland, Department of Human Resources, Child Support Enforcement Administration.

MINUTES

PERSONNEL MATTERS

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UPON MOTION duly made and seconded,
the Board approved all of the Personnel matters
listed on the following pages:

2414 - 2418

All of the Personnel matters have been approved
by the EXPENDITURE CONTROL COMMITTEE.

All of the contracts have been approved by
the Law Department as to form and legal sufficiency.

The Comptroller **ABSTAINED** on item no. 12.

MINUTES**PERSONNEL**Department of Recreation and Parks

	<u>Hourly Rate</u>	<u>Amount</u>
1. DONALD REED	\$20.00	\$24,000.00

Account: 1001-000000-4790-369600-601009

Mr. Reed, a retiree will work as a Manager/Operator of the Tennis Center in Druid Hill Park. He will be responsible for opening and closing the center, inspection of the grounds on a daily basis, collecting fees for the rental of the ball machine and providing tennis lessons. The period of the agreement is effective upon Board approval for one-year.

Police Department

2. JOHN A. JEFFERY	\$14.42	\$30,000.00
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Account: 1001-201-002-00-109

Mr. Jeffery, a retiree, will be assigned to the Property Section Quartermaster Unit. He will be responsible for out-fitting newly hired police officer trainees with uniforms and equipment, inventory control and other administrative duties. The period of the agreement is effective upon Board approval for one year.

Department of Public Works- Bureau of Water and Wastewater

3. KRISTIN BARCAK	\$21.05	\$40,000.00
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Account: 2071-000000-5530-398401-601009

Ms. Barcak will work as a Policy Coordinator. She will be responsible for receiving the primary rules and regulations

MINUTES**PERSONNEL**Bureau of Water and Wastewater - cont'd

relevant to the Bureau of Water and Wastewater and developing position statements for various programs and projects. She will also analyze and coordinate the review of proposed local, state and federal rule and regulation revisions and advise the Bureau and Department of any draft regulations. The period of the agreement is effective upon Board approval for one year.

Circuit Court

	<u>Hourly Rate</u>	<u>Amount</u>
4. RYAN E. SMITH	\$38.44	\$73,300.00

Account: 5000-540309-1100-116800-601009

Mr. Smith will work as a Drug Court Coordinator. He will be responsible for planning, developing, implementing and evaluating components of the Drug Treatment Court program, acting as the contact with the drug treatment system as well as other agencies to ensure effective coordination of resources and activities. The period of the agreement is July 1, 2009 through June 30, 2010.

State's Attorney's Office

5. SABREE K. AKINYELE	\$33.285	\$63,460.00
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Account: 1001-000000-1150-117900-601009

Ms. Akinyele will work as a Contract Specialist in the Administrative Division. She will be directing the efforts of the education-based juvenile division program for first time offenders with learning deficiencies, developing the program budget and overseeing day-to-day expenditures. The period of the agreement is effective upon Board approval for one year.

MINUTES**PERSONNEL**Baltimore City Health Department

6.	STEPHANIE S. REGENOLD	\$37.13	\$28,961.40
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Account: 5000-530010-3080-295000-601009

Ms. Regenold will work as a Senior Health Advisor for the Bureau of Maternal and Infant Care. She will be responsible for analyzing epidemiologic data related to birth outcomes for improved program decision-making, preparing relevant materials for and actively participating in Fetal and Infant Mortality Review. The period of the agreement is effective upon Board approval through June 30, 2010.

	<u>Hourly Rate</u>	<u>Amount</u>
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7.	SOPHIA M. KROME	\$28.00	\$26,208.00
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Account: 5000-524306-3080-290700-601009

Ms. Krome, a retiree will work as a Community Health Nurse II for the Maternal and Infant Nursing Program. She will be responsible for planning and evaluating patient care in the home, interviewing and assessing health needs of individuals and families, analyzing and interpreting assessment findings. The period of the agreement is July 1, 2009 through June 30, 2010.

Baltimore Fire Department

8.	GWENDOLYN MARSHALL	\$30.00	\$13,050.00
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Account: 1001-000000-2100-224900-601009

Ms. Marshall will work as a Payroll/Etime Manager in the Fiscal Services Division. She will be responsible for

MINUTES**PERSONNEL**Baltimore Fire Department - cont'd

planning, overseeing, coordinating and reviewing the activities and operations of the centralized payroll unit. She will have citywide responsibilities in response to the Central Payroll Division of the Bureau of Accounting Operations, interpreting payroll, Board of Estimates, Administrative Manual, Memoranda of Understanding and Labor Commission rules and regulations. The period of the agreement is July 1, 2009 through September 30, 2009.

Fire DepartmentOverlap in employment in excess of 20 working days:

9. 41213 - Fire Captain
Grade 341 (\$56,363.00 - \$69,521.00)
Job No. 2110-12589

Costs: \$49,178.00 - 1001-000000-2110-225900-601061

10. 41212 - Fire Lieutenant
Grade 338 (\$50,283.00 - \$61,355.00)
Job No. 2120-12727

Costs: \$48,400.00 - 1001-000000-2120-226300-601061

Create the following position:

11. 41241 - Fire Lieutenant EMS EMT-P
Grade 376 (\$54,068.00 - \$65,235.00)
Job No. to be assigned by BBMR

Cost: \$84,806.00 - 1001-000000-3190-308700-601061

MINUTES**PERSONNEL**Office of the Comptroller - Communication Services

	<u>Hourly Rate</u>	<u>Amount</u>
12. BENJAMIN L. KING, JR.	\$29.90	\$54,418.00

Account: 2039-000000-1330-158400-6010009

Mr. King will work as a Special Accounting Systems Analyst. His duties will include but will not be limited to; developing and implementing accounting procedures, training others on procedures, analyzing existing accounting procedures and making improvements in accordance with generally accepted accounting principles. The period of the agreement is July 2, 2009 through July 1, 2010.

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:

2420 - 2422

SUBJECT to receipt of favorable reports

from the Planning Commission,

the Director of Finance having

reported favorably thereon,

as required by the provisions of the

City Charter.

MINUTES**TRANSFERS OF FUNDS**

	<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
<u>Bureau of Water and Wastewater</u>			
1.	\$200,000.00 MVR	9958-526-646 Const. Res. Stream and Water- shed Restoration	9958-902646-9525-900020-3 Engineering

As required by the Waterways Construction Permit, the U.S. Fish and Wildlife will establish protocol for the City to follow when conducting post construction monitoring when documenting the environmental benefits of stream restoration projects.

2.	\$2,000,000.00 Water Revenue Bonds	9960-558-100 Const. Res. Water Infrastructure Rehab.	9960-557-671-2 Extra Work
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The funds are required to cover the cost of extra work for WC 1156, Locust Point Infrastructure Rehabilitation.(B/D 07656).

Baltimore Development Corporation (BDC)

3.	\$ 22,838.42 M&CC	9911-903859-9600 Const. Res. BDC Econ. Dev.	9910-905852-9601 Econ Dev. Incentives
	13,302.78 M&CC	9910-904115-9600 Const. Res. West Side Initiative	9910-905825-9603 West Side Downtown
	1,455.00 M&CC	9910-903354-9600 Const. Res. W. Balto. Ind. & Coml. Dev.	9910-904354-9601 W. Balto. Ind. & Coml. Dev.
	725.34 M&CC	9910-905575-9600 Const. Res. E. Balto. Ind. & Coml. Dev.	9910-906575-9601 E. Balto. Ind. & Coml. Dev.

MINUTES**TRANSFERS OF FUNDS**

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
<u>BDC</u> - cont'd		
201.35 M&CC	9910-902873-9600 Const. Res. Brownsfield Incentive Fund	9910-903873-9601 Brownsfield Incentive Fund
10,426.00 M&CC	9910-904982-9600 Const. Res. Coml. Revitaliz- ation Program	9910-902879-9601 Coml. Revitaliz- ation
5,245.33 19 th EDF	9910-904115-9600 Const. Res. West Side Initiative	9910-905825-9603 West Side Downtown
13,757.00 19 th EDF	9910-905575-9600 Const. Res. E. Balto. Ind. & Coml. Dev.	9910-904354-9601 W. Balto. Ind. & Coml. Dev.
5,000.00 19 th EDF	9910-905575-9600 Const. Res. E. Balto. Ind. & Coml. Dev.	9910-906575-9601 E. Balto. Ind. & Coml. Dev.
2,378.61 19 th EDF	9910-904573-9600 Const. Res. Fayette/Lombard Street	9910-902879-9601 Coml. Revitalization
4,452.02 20 th EDF	9910-905575-9600 Const. Res. E. Balto. Ind. & Coml. Dev.	9910-904354-9601 W. Balto. Ind. & Coml. Dev.

MINUTES**TRANSFERS OF FUNDS**

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
<u>BDC</u> - cont'd		
10,000.00 21 st EDF	9910-905575-9600 Const. Res. E. Balto. Ind. & Coml. Dev.	9910-902879-9601 Coml. Revitalization
2,776.68 21 st EDF	9910-902873-9600 Const. Res. Brownsfield Incentive Fund	9910-904354-9601 W. Balto. Ind. & Coml. Dev.
9,548.00 21 st EDF	9910-904982-9600 Const. Res. Coml. Revitiliz- ation Program	9910-902879-9601 Coml. Revitalization
<u>\$ 102,106.53</u>	Total	

The transfer will provide funds to reimburse the BDC for eligible capital expenses for the month ending March 31, 2009.

MINUTES

Mayors' Office of Employment - Agreements, Amendments to
Development (MOED) Agreements, and
Intergovernmental Agreement

The Board is requested to approve and authorize execution of the following agreements, amendments to agreements, and intergovernmental agreement.

AGREEMENTS

- 1. **HISTORIC EAST BALTIMORE COMMUNITY ACTION \$ 695,911.00**
COALITION, INC. (HEBCAC)

Account: 1001-000000-6330-475905-603051

This agreement is to secure the services of HEBCAC in serving at least five hundred out-of-school youth, ages sixteen to twenty-two, living in Baltimore City. The HEBCAC will provide comprehensive integrated services for these youth. Services will include but are not limited to: job readiness preparation, career skills training, employment connections, case management, recreational and cultural activities, and other services. The period of the agreement is from July 1, 2009 through June 30, 2010.

AUDITS REVIEWED AND HAD NO OBJECTION.

- 2. **COMMUNITY SERVICES OF CENTRAL \$ 566,332.00**
MARYLAND, INC. (CSCM)

Account: 4000-807510-6310-459505-603051	\$339,799.00
4000-806710-6310-459505-603051	226,533.00

This agreement is for the CSCM to manage a "Career Center" which will be part of MOED's delivery system to assist individuals in obtaining and retaining employment. Services will include, but are not limited to: assessment, job readiness workshops, job placement assistance, referrals to occupational skills training and tutorial assistance. The period of the agreement is from July 1, 2009 through June 30, 2010.

AUDITS REVIEWED AND HAD NO OBJECTION.

MINUTES

MOED - cont'd

3. **COMMUNITY COLLEGE OF BALTIMORE COUNTY (CCBC)** **\$ 135,000.00**

Account: 4000-897509-6310-467253-603051
 4000-896509-6310-467253-603051
 6000-605410-6390-467263-603051

This agreement authorizes the CCBC to provide training only in those areas specified on the Maryland Higher Education Commission list. The amounts will be drawn from three different accounts and cannot be determined until the participants register. The period of the agreement is from July 1, 2009 through June 30, 2010.

AUDITS REVIEWED AND HAD NO OBJECTION.

4. **ALL-STATE CAREER, INC.** **\$ 12,000.00**

Account: 4000-896709-6310-467253-603051
 4000-897509-6310-467253-603051
 6000-605408-6390-500253-603051

This agreement authorizes All-State Career, Inc. to provide training only in those areas specified on the Maryland Higher Education Commission list. The training will consist of the program(s) described in the course or certificate curriculum outline and will include any participant attendance policies, academic benchmarks and the means of measuring achievements, completion standards, and the total hours of each course in a certificate program. The maximum length of time a participant can remain in training is one year. The amount will be drawn from three different accounts and cannot be determined until the participants register. The period of the agreement is from July 1, 2009 through June 30, 2010.

AUDITS REVIEWED AND HAD NO OBJECTION.

MINUTESMOED - cont'd

5. BALTIMORE MENTAL HEALTH SYSTEMS, INC.	\$ 100,000.00
1001-000000-6330-478005-603051	90,000.00
6000-601510-6390-478005-603051	10,000.00

Baltimore Mental Health Systems, Inc. will provide mental health assessment, treatment, and psychiatric consultations for at least 100 youth referred by the MOED Youth Opportunity Centers. The services include, but are not limited to, mental health screenings, on-going mental health services (both individual and group sessions), training MOED staff to make initial assessments, and mental health education sessions.

The period of the agreement is July 01, 2009 through June 30, 2010.

AMENDMENTS TO AGREEMENTS

6. BALTIMORE CITY COMMUNITY COLLEGE (BCCC)	\$ 36,000.00
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Account: 4000-897509-6310-467256-603051

The original agreement was approved by the Board on July 2, 2008. In the original agreement, the BCCC was authorized to provide 20 participants training in the areas specified on the Maryland Higher Education Commission list for a total cost of \$60,000.00. The purpose of Amendment #1 is to provide training for an additional 12 participants with an increased cost of \$36,000.00, making the total contract amount \$96,000.00. The period of the agreement will remain the same, July 1, 2008 through June 30, 2009.

AUDITS REVIEWED AND HAD NO OBJECTION.

MINUTESMOED - cont'd

7. **COMMUNITY COLLEGE OF BALTIMORE COUNTY (CCBC)** **\$ 24,000.00**

Account: 6000-605410-6390-467253-603051
 4000-894809-6390-467253-603051
 4000-896709-6310-467253-603051
 4000-897509-6310-467253-603051

The original agreement was approved by the Board on July 2, 2008. In the original agreement, the CCBC was authorized to provide 41 participants training in the areas specified on the Maryland Higher Education Commission list. Amendment #1 was approved by the Board on December 24, 2008 and provided training for 66 participants, which increased the total compensation to \$198,000.00. Amendment #2 will increase the total compensation to \$222,000.00 and increase the number of participants to 74. The period of the agreement will remain the same, July 1, 2008 through June 30, 2009.

AUDITS REVIEWED AND HAD NO OBJECTION.

INTERGOVERNMENTAL AGREEMENT

8. **MARYLAND DEPARTMENT OF HUMAN RESOURCES, SUMMER YOUTH EMPLOYMENT PROGRAM** **\$ 1,000,000.00**

Account: 4000-899609-6390-490803-601002

The intergovernmental agreement will support the City's Youth Works 2009 Summer Jobs Program. For more than 30 years, the City has provided summer work opportunities for local teens through its Youth Works Summer Jobs program, administered by MOED. The City continues to recognize the

MINUTES

MOED - cont'd

critical importance of summer youth employment and is determined to create solid work and educational experiences for youth for the summer of 2009. The Department of Social Services will fund activities for approximately 800 eligible youth in a 6-week summer work experience. The period of the agreement is June 1, 2009 through August 31, 2009.

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

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

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved and authorized execution of the aforementioned agreements, amendment to agreements, and intergovernmental agreement. The Mayor **ABSTAINED** on item no. 6.

MINUTES

Mayors' Office of Employment - Grant Award Agreement
Development (MOED)

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a grant award agreement from the United States Department of Labor, Employment, and Training Administration. The period of the agreement is June 1, 2009 through May 31, 2011.

AMOUNT OF MONEY AND SOURCE:

\$478,492.00 - 4000-8941-6330

BACKGROUND/EXPLANATION:

The purpose of this grant is to provide the residents of Park Heights with the appropriate training, adult education, employment support, and follow-up services necessary for them to secure long-term employment at a livable wage.

The program provides a menu of services that include assessment and employment readiness services, supportive services, customized training, adult education, and literacy services.

APPROVED FOR FUNDS BY FINANCE**AUDITS REVIEWED AND FOUND THAT IT CONFIRMED THE GRANT AWARD.**

UPON MOTION duly made and seconded, the Board approved and authorized execution of the grant award agreement from the United States Department of Labor, Employment, and Training Administration.

MINUTESHealth Department - Agreements and an Amendment to Agreement

The Board is requested to approve and authorize execution of the various agreements and an amendment to agreement. The period of the agreement is July 1, 2009 through June 30, 2010, unless otherwise indicated.

AGREEMENTS

1. **CHASE BREXTON HEALTH SERVICES, INC.** **\$ 25,000.00**

Account: 4000-422709-291392-603051

The organization will provide access to Title X reproductive health services for the uninsured and underinsured citizens of Baltimore City.

MWBOO GRANTED A WAVIER.

2. **TOTAL HEALTH CARE, INC.** **\$ 35,000.00**

Account: 5000-530309-3040-278905-603051

The organization will work with the Baltimore City Health Department to reduce tobacco use among adults, young adults, and women to promote cessation services and to reduce secondhand smoke and exposure in the home. The period of the agreement is July 1, 2008 through June 30, 2009.

The agreement is late because of delays in the preparation of the budget.

3. **BALTIMORE SUBSTANCE ABUSE SYSTEMS, INC.** **\$295,000.00**

Account: 4000-421909-3040-276901-603051

The organization will administer the HIV Prevention Substance Abuse Integration Initiative. The project targets clients receiving substance abuse treatment at various

MINUTESHealth Dept. - cont'd

State of Maryland Certified Substance Abuse Treatment facilities in high prevalence zip codes throughout Baltimore City. The period of the agreement is July 1, 2008 through June 30, 2009.

The agreement is late because of delays in the preparation of the budget.

MWBOO GRANTED A WAIVER.

4. **THE JOHNS HOPKINS UNIVERSITY** \$ 5,000.00
(JHU)

Account: 5000-522309-3030-272500-603051

The University will conduct regional meetings to facilitate the development of guidelines for STD clinic practice. The JHU will also provide specialty STD Medical training to selected public and private health care practitioners and topics to be determined during the year in consultation between the State STD Program and the PTC. The period of the agreement is July 1, 2008 through June 30, 2009.

The agreement is late because of delays in the preparation of the budget.

5. **ASIAN AMERICAN ANTI-SMOKING** \$ 20,000.00
FOUNDATION, INC.

Account: 5000-530309-3040-278902-603051

The organization will conduct a Tobacco Use Prevention and Cessation Program. The program will provide services to promote quitting smoking among adults, young people and to reduce secondhand smoke exposure in the home. The period of the agreement is January 15, 2009 through June 30, 2009.

The agreement is late because the FY'09 budget was not approved until November 6, 2008.

MINUTES

Health Dept. - cont'd

6. **BALTIMORE HEALTH CARE ACCESS, INC.** **\$ 13,000.00**
(BHCA)

Account: 4000-428409-3050-283300-603051

The BHCA will assist the Baltimore Health Department's Lead Asthma and Injury Prevention Bureau in the implementation of a Lead and Healthy Homes Promotores Program. The goal of the Promotores Program is to raise awareness, increase prevention, and reduce incidence of lead poisoning among Baltimore City's Latino population. The period of the agreement is April 1, 2009 through August 30, 2009.

The agreement is late because of unanticipated delays in its finalization.

7. **DEPARTMENT OF HOUSING AND** **\$ 0.00**
COMMUNITY DEVELOPMENT

The organization will serve as host agency for the Senior Community Service Employment Program. This program provides part-time work experience or volunteer service opportunities for persons, aged 55 years or older, with no upper age limitation. The placement of Senior Citizen Aides in non-profit or governmental agencies will allow those agencies to provide services that would otherwise not be available because of the lack of funds. The period of the agreement is July 1, 2009 through June 30, 2010.

8. **MICHAEL R. BAUM, PH.D** \$200.00 per. **\$ 20,000.00**
eval. and \$50.00
per eval.
review

Account: 4000-425510-3110-306701-603108

MINUTESHealth Department - cont'd

9. **RUTH SHAW-TAYLOR** \$185.00 per. \$ 20,000.00
eval. and \$50.00
per eval. review

Account: 4000-425500-3110-537001-603108

These individuals will perform pre-admission screening and annual resident reviews of clients referred for nursing home placements and clients in nursing homes. They will also review psychological reports for patients in nursing homes according to the Department of Health and Mental Hygiene Developmental Disabilities protocol.

10. **HOUSING AUTHORITY OF BALTIMORE CITY** \$ 0.00

The organization will serve as a Volunteer Station for the Senior Companion Program. Through a grant from the National and Community Service, the Baltimore City Health Department sponsors the Senior Companion Program. The grant pays for the cost for the Senior Companions to volunteer to assist special needs clients who want to remain in their homes. While the Senior Companions are on duty, the grant will provide for their life insurance, transportation and other benefits. The period of the agreement is July 1, 2008 through June 30, 2009.

The agreement is late because it was just returned.

AMENDMENT TO AGREEMENT

11. **UNIVERSITY OF MARYLAND, BALTIMORE** \$ 45,983.00

Account: 4000-42009-3030-273136-603051

On February 25, 2009, the Board approved the original agreement in the amount of \$135,108.00 for the period

MINUTESHealth Department - cont'd

October 1, 2008 through June 30, 2009. This amendment is for supplemental funding for additional salaries, fringe, and medical supplies. All other terms and conditions remain unchanged.

AUDITS REVIEWED (EXCEPT FOR ITEM NOS. 7 AND 10) AND HAD NO OBJECTION.

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved and authorized execution of the various aforementioned agreements and the amendment to agreement. The President **ABSTAINED** on item no. 3.

MINUTESPolice Department - Employment Agreement

The Board is requested to approve and authorize execution of the following agreements. The period of the agreement is effective upon Board approval for one year.

	<u>Name</u>	<u>Hourly Rate</u>	<u>Amount</u>
1.	EDDIE L. MACK, JR.	\$ 14.42	\$30,000.00
2.	SHONDA D. WILLIAMS	\$ 14.42	\$30,000.00
3.	FRED D. WRIGHT	\$ 14.42	\$30,000.00
4.	DONALD F. KRAMER	\$ 14.42	\$30,000.00
5.	SHIRLEY A. ONYANGO	\$ 14.42	\$30,000.00
6.	DONALD F. DAUGHERTY	\$ 14.42	\$30,000.00
7.	MELODY I. GERST	\$ 14.42	\$30,000.00

Account: 1001-000000-2010-197600-601009

On January 3, 1996, the Board approved a waiver of Administrative Manual Policy AM 212-1, which allowed the Baltimore Police Department to hire retired Police Officers as contract employees.

The retirees will perform a variety of tasks, previously performed by full-duty Police Officers, which are supportive in nature. This will allow the Department to continue to assign active Police Officers to crime fighting duties.

The retirees will receive no benefits other than workmen's compensation and F.I.C.A.

APPROVED FOR FUNDS BY FINANCE

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

MINUTES

Police Department - Ratify Purchase

ACTION REQUESTED OF B/E:

The Board is requested to ratify a purchase and approve payment by expenditure authorization to Firstline Gloves, Inc.

AMOUNT OF MONEY AND SOURCE:

\$3,825.00 - 1001-000000-2040-220100-604003

BACKGROUND/EXPLANATION:

The vendor provided latex gloves worn by police officers in small, medium, large, and ex-large sizes.

The invoice was forwarded to the Baltimore Police Department subsequent to purchase order no. 500841 closing on March 26, 2009. Latex Gloves are purchased as part of safety equipment for Law Enforcement Personnel, keeping in practice with universal precautions against blood borne pathogens and viral infections.

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

UPON MOTION duly made and seconded, the Board ratified the purchase and approved payment by expenditure authorization to Firstline Gloves, Inc.

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

The Board is requested to approve and authorize an expenditure of funds to pay Verizon for the period May 1, 2009.

AMOUNT OF MONEY AND SOURCE:

\$11,133.85 - 1001-000000-2040-220500-603005

BACKGROUND/EXPLANATION:

The Police Department provides essential Internet Services, which are critical to the day-to-day operations of the Baltimore City Police Department. Verizon, through its Internet service, provides Internet access for departmental administration and connectively for public safety applications to the officers of the Police vehicles.

Additionally, this circuit is used to extend Baltimore Police Department Internet to various locations for business and investigative use.

Historically, there has been no contract with Verizon Wireless for these services. The Police Department is working with Verizon Wireless to secure a contract.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved and authorized the expenditure of funds to pay Verizon for the period May 1, 2009.

MINUTES

Department of Recreation and Parks - Right-of-Entry Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a right-of-entry agreement between the Howard Park Civic Association (Association) and the Garwyn Oaks/Northwest Housing Resource Center (Garwyn Oaks). The period of the agreement is effective upon Board approval for six weeks.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

The Association and Garwyn Oaks are non-profit community-based organizations that are working to preserve, promote, and improve their neighborhoods.

The organizations have been awarded a Healthy Neighborhoods grant for the design and installation of community signage that will be installed on park property near the Forest Park Golf Course. This agreement will grant right-of-entry to the organizations and AA Signs, their contractor, to install the signage.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the right-of-entry agreement between the Howard Park Civic Association and the Garwyn Oaks/Northwest Housing Resource Center.

MINUTES

Commission on Aging and - Contractual Agreement
Retirement Education

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an agreement with James Morlick. The period of the agreement is July 01, 2009 through June 30, 2010.

AMOUNT OF MONEY AND SOURCE:

\$31,008.00	-	1001-000000-3250-316300-60318
<u>1,267.00</u>		1001-000000-3250-316300-60302
\$32,275.00		

BACKGROUND/EXPLANATION:

This agreement will allow the Commission on Aging and Retirement Education to engage the part-time services of Mr. James Morlick. Mr. Morlick will work as a consulting Database Administrator who will assist CARE in the establishment of necessary electronic communication links, and in the revision, update, enhancement, and conversion of existing databases. Mr. Morlick will provide installation and maintenance support for the Universal Participant Tracking Card Touch Screen Application and develop an interface between the Touch Screen Web Based application and the Advanced Information Manager Client Services database. His other duties will include the utilization of FilePro GI to assist CARE in modifying and creating the Senior Citizens Emergency Response Network (SCERN), senior center membership, class scheduling databases, and CARE mailing lists.

MWBOO GRANTED A WAIVER.

APPROVED FOR FUNDS BY FINANCE.

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the agreement with James Morlick.

MINUTES

Department of Housing and - Local Government Resolutions
Community Development

The Board is requested to approve and authorize execution of the following local government resolutions.

The following organizations are applying to one or more of the following State of Maryland Programs, Neighborhood BusinessWorks Program (NBWP), Rental Housing Production Program (RHPP), Tax Credit Assistance Program (TCAP) and for Low Income Housing Tax Credits (LIHTC). A local government resolution of support is required by the State for all applications to this program for funding.

<u>Organization</u>	<u>Amount</u>
1. LET'S EAT, LLC AND LANGERMANN'S OF BALTIMORE, LLC.	\$400,000.00 NBWP
The organizations propose the project, Langermann's, which will remodel a leasehold space at the Can Company to create a new restaurant, located at 110 Boston Street.	
2. ULLSWATER, LLC AND ULLSWATER PROPERTIES, LLC	\$100,182.00 NBWP

The organizations propose the project, Ullswater Restaurant and Wine Bar, which will remodel a property to create a new restaurant, located at 554 E. Fort Avenue.

MINUTESDHCD - cont'd

- | | | |
|----|---------------------------------|-----------------------|
| 3. | UPLANDS VISIONARIES, LLC | \$3,000,000.00 |
| | (UVLLC) | RHPP and TCAP |
| | | \$1,374,120.00 |
| | | LIHTC |

Uplands Visionaries, LLC proposes to acquire and construct a mixed-income community of 1,100 new rental and for-sale opportunities. Rental Phase I will be developed by Pennrose Properties, LLC a member of UVLLC and sole member of Uplands Rental Phase I, LLC. Rental Phase I will consist of the new construction of 104 rental units. Forty units will be available to residents with income ranging from 30% and below of the Area Median Income. Thirty-Seven units will be available to residents with incomes ranging from between 50% - 60% of the Area Median Income, and the remaining 27 units will be available to residents with incomes from 80% - 115% of the Area Median Income. The project is located on the northeastern section of the Uplands Apartments site between Old Frederick Road, the Westside Skill Center and Athol Avenue. Seventeen units will be reserved for Non-Elderly Disabled persons from Baltimore Housing's Public Housing waiting list.

(FILE NO. 55993)

UPON MOTION duly made and seconded, the Board approved and authorized execution of the aforementioned local government resolutions. The Mayor **ABSTAINED** on item no. 3.

MINUTES

Department of Housing and - Lien Abatement
Community Development

ACTION REQUESTED OF B/E:

The Board is requested to approve abatement of the 2004 Multiple Family Dwelling (MFD) Lien on 4400 Old Frederick Avenue of the former Uplands Apartments for the Uplands Visionaries, LLC, development team.

AMOUNT OF MONEY AND SOURCE:

\$79,614.50 - MFD Lien Abatement

BACKGROUND/EXPLANATION:

In January 2004, the City acquired the 52-acre former Uplands Apartments from the U.S. Department of Housing and Community Development (HUD) with the intent of developing a model mixed income neighborhood that offers rental and for-sale housing products. At the time of the purchase, there were 19 residents occupying the building. The former residents were all relocated by the summer of 2004. The MFD License on 4400 Old Frederick Road was never canceled and as a result, there is an outstanding bill that reflects the MFD fee plus accrued penalties since the bill date of January 1, 2004. Approving this abatement will allow the City to transfer a clean title to the Uplands Visionaries, LLC development team to show site control.

The development team has completed a site plan that was approved by the Department of Planning's Urban Design and Architectural Review Panel Committee in December 2008. The developer has also initiated the Planned Unit Development and subdivision approval process. Sixty percent mass grading and infrastructure drawings have been submitted for review. The first phase of construction is Rental Phase I that consists of 104 units.

MINUTES

DHCD - cont'd

Tax credits were awarded for Rental Phase 1 in April 2009 by the Maryland Community Development Administration. Construction of Rental Phase 1 is scheduled to begin in January 2010. Abating the multiple family liens will allow the City to transfer clean title of the development parcel to the Uplands Visionaries, LLC, development team.

(FILE NO. 55993)

UPON MOTION duly made and seconded, the Board approved the abatement of the 2004 Multiple Family Dwelling Lien on 4400 Old Frederick Avenue of the former Uplands Apartments for the Uplands Visionaries, LLC, development team. The Mayor

ABSTAINED.

MINUTES

Department of Housing and - Land Disposition Agreement
Community Development

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the land disposition agreement with Jong Ho Lee, developer, for the property located at 1047 Greenmount Avenue in the Johnston Square Urban Renewal area.

AMOUNT OF MONEY AND SOURCE:

\$2,000.00 - Purchase Price

BACKGROUND/EXPLANATION:

A good faith deposit has been received in the amount of \$1,000.00. The City will receive \$1,000.00 at settlement. The project will be financed with private funds.

The City will convey all of its rights, title, and interest to the developer for the property known as 1047 Greenmount Avenue.

1047 Greenmount Avenue is a vacant lot. This property's assessed value is \$1,000.00. The offer price is \$2,000.00.

The property is a vacant lot with dimensions 15'x65'6", or 975 square feet. A two-story multi-use building will be constructed, offering space for up to 2-3 businesses on the first floor and office space on the second floor.

The property's total estimate permit, transfer, recording, and construction payroll taxes are \$1,018.00. The project's total estimate annual property taxes are \$1,272.00.

MINUTES

DHCD - cont'd

The City Council Journalization publication is complete for this property, which was approved for sale on April 30, 2009.

(FILE NO. 57047)

UPON MOTION duly made and seconded, the Board approved and authorized execution of the land disposition agreement with Jong Ho Lee, developer, for the property located at 1047 Greenmount Avenue in the Johnston Square Urban Renewal area.

MINUTES

Department of Housing and - Land Disposition Agreement
Community Development

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the land disposition agreement with 203 Clinton, LLC, developer, for the property located at 1603 Latrobe Street.

AMOUNT OF MONEY AND SOURCE:

\$1,000.00 - Purchase Price

BACKGROUND/EXPLANATION:

A good faith deposit has been received in the amount of \$500.00. The developer will pay \$500.00 at settlement. The assessed value is below \$2,500.00.

The project will consist of the conversion of this vacant lot into residential parking for current tenants of adjacent properties located at 1605 and 1607 Latrobe Street.

The re-assessment of this property once transferred could generate an estimate of \$238.00 in real property taxes to the City. Once transferred and redeveloped, the property will be active on the tax roles of Baltimore City thereby preventing tax abandonment.

(FILE NO. 57048)

UPON MOTION duly made and seconded, the Board approved and authorized execution of the land disposition agreement with 203 Clinton, LLC, developer, for the property located at 1603 Latrobe Street.

MINUTES

Department of Housing and - Land Disposition Agreement
Community Development

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the land disposition agreement with Adopt A Block, Inc., developer, for the property located at 1701 E. Lafayette Avenue.

AMOUNT OF MONEY AND SOURCE:

\$3,500.00 - Purchase Price

BACKGROUND/EXPLANATION:

The developer renovates one home each summer for donation to a low-income family. The developer is committed to bringing the dream to homeownership to families who would not otherwise be able to achieve it.

The sale and rehabilitation of this dilapidated property will significantly improve the appearance of the 1700 block of E. Lafayette Avenue in the Broadway East Urban Renewal area. The property will also return the property to the tax rolls of Baltimore City.

STATEMENT OF PURPOSE AND RATIONALE FOR SALE BELOW THE APPRAISED VALUE:

The property located at 1701 E. Lafayette Avenue appraised for \$7,000.00, however the purchase price for the property was reduced to \$3,500.00. The purchase price was reduced due to: 1) the deteriorating market conditions in the area, 2) the dilapidated condition of the property which will need new electrical and plumbing systems and a new roof and 3) to allow the non-profit to purchase the property within their budget.

MINUTES

DHCD - cont'd

Adopt A Block, Inc.'s plans will assist in the elimination of blight and provide a specific benefit to the immediate community by donating the property to a low-income family to allow them to become homeowners.

The property was appraised on April 1, 2009 and found to be in poor condition. Interior inspection could not be conducted due to safety of the appraiser and apparent instability of structure.

MBE/WBE PARTICIPATION:

The developer will comply with Article 5, Subtitle 28 of the Baltimore City Code and MBE and WBE goals.

(FILE NO. 57059)

UPON MOTION duly made and seconded, the Board approved and authorized execution of the land disposition agreement with Adopt A Block, Inc., developer, for the property located at 1701 E. Lafayette Avenue.

MINUTES

OPTIONS/CONDEMNATIONS/QUICK-TAKES:

<u>Owner/s</u>	<u>Property</u>	<u>Interest</u>	<u>Amount</u>
<u>DHCD - Options</u>			
1. Joseph D. McDowell	812 E. Preston St.	G/R \$60.00	\$ 500.00
2. Alaketu Idowu	812 E. Preston St.	L/H	\$109,600.00
3. Alaketu Idowu	814 E. Preston St.	L/H	\$ 94,400.00

Funds will be transferred prior to settlement into account 9910-904714-9588-900000-704040, Preston Street RFP Project.

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

DHCD - Quick-take

4. Ramona Wise	818 E. Preston	L/H	\$ 22,000.00
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Funds will be transferred prior to settlement into account 9910-904714-9588-900000-704040, Preston Street RFP Project.

5. S.A.B. Construc- tion Remodeling, Inc.	418 E. 20 th St.	L/H	\$ 54,600.00
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Funds are available in account 9912-904713-9591-900000-704040, Barclay Project.

MINUTES**OPTIONS/CONDEMNATIONS/QUICK-TAKES:**

UPON MOTION duly made and seconded, the Board approved the options, condemnations/quick-takes. Item nos. 2 and 3 were deferred for two weeks.

MINUTES

Department of Housing and - Acquisition by Gift
and Community Development

ACTION REQUESTED OF B/E:

The Board is requested to approve the acquisition of the leasehold interest in the property located at 908 N. Gilmore Street as a gift from Ms. Charmaine Gregg and Mr. Joseph Osborne. The Board is also requested to approve the acquisition by gift SUBJECT to all municipal liens and all interest and penalties accrued through the date of settlement.

AMOUNT OF MONEY AND SOURCE:

No City funds will be expended.

BACKGROUND/EXPLANATION:

Ms. Gregg and Mr. Osborne are donating the property located at 908 N. Gilmore Street as a contribution to the Sandtown-Winchester Project. Pursuant to the provisions of Article 13, §2-7 of the Baltimore City Code (2000 Edition) and subject to the prior approval of the Board of Estimates, the Department of Housing and Community Development (DHCD) may acquire, by gift, any single-family or multiple-family dwelling unit or other structure or lot within the City, for development and redevelopment. The Commissioner of the DHCD has made the required determination with regard to this property. The property will be redeveloped.

The municipal liens accrued through June 12, 2009:

	<u>Tax Year</u>	<u>Amount</u>
Real Property Taxes	2008/2009	\$ 27.94
Real Property Taxes	2007/2008	85.79
Real Property Taxes	2006/2007	39.51
Real Property Taxes	2005/2006	219.72

MINUTESDHCD - cont'd

Tax Sale	dated 5/15/08	46,098.31
Misc. Bill No. 5668124	dated 12/22/08	<u>217.74</u>
Total Liens:		\$46,689.01

UPON MOTION duly made and seconded, the Board approved the acquisition of the leasehold interest in the property located at 908 N. Gilmore Street as a gift from Ms. Charmaine Gregg and Mr. Joseph Osborne. The Board also approved the acquisition by gift SUBJECT to all municipal liens and all interest and penalties accrued through the date of settlement.

MINUTES

Department of Housing and - Acquisition of Property
Community Department (DHCD)

The Board is requested to approve the acquisition of the below listed properties without an appraisal in accordance with the U.S. Housing and Urban Development (HUD) Uniform Relocation Assistance (URA) Section 24.102 (c) (2) and the City's Appraisal Policy, which includes this exemption.

The DHCD's Land Resources Division strategically acquires and manages vacant or abandoned properties, ultimately enabling the property to be returned to productive use, and improve Baltimore's neighborhoods. The DHCD completed and submitted the Waiver Valuation Form, which supports that the proposed acquisition is estimated at \$10,000.00 or less.

<u>Owner/s</u>	<u>Property</u>	<u>Amount</u>
1. Emma Flowers	1107 Forrest Street Block 1168, Lot 037	\$9,800.00

Account: 9910-908087-9588-900000-704044

The subject property is condemned and located on a block that was cleared for demolition in July 2008 (demolition of the 1100 block of Forrest Street).

Ms. Flowers has agreed to waive her rights to an appraisal and convey the property to the City for \$9,800.00, less the current amount of liens owed on the property, which is \$900.04.

2. Franklin Njieugoue	1713 Brunt Street Block 0338, Lot 078	\$5,076.50
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Account: 9910-908087-9588-900000-704044

The subject property is condemned and located on a block that is scheduled for demolition within the next 45 days, (demolition of the 1700 block of Brunt Street).

MINUTES

DHCD - cont'd

Mr. Njieugoue has agreed to waive his rights to an independent appraisal and convey the property to the City for \$5,076.50, less the current amount of liens owed on the property, which is approximately \$675.66.

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved the acquisition of the listed properties without an appraisal in accordance with the U.S. Housing and Urban Development Uniform Relocation Assistance Section 24.102 (c) (2) and the City's Appraisal Policy, which includes this exemption.

MINUTES

Police Department - Expenditure of Funds

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize payment by Expenditure Authorization to Major Cities Chiefs Association for Fredrick H. Bealefeld, III, the Baltimore Police Commissioner.

AMOUNT OF MONEY AND SOURCE:

\$2,800.00 - 1001-000000-2000-195500-603023

BACKGROUND/EXPLANATION:

The \$2,800.00 will cover the membership dues for 2009. Founded in 1966 with eight police departments, the Major Cities Chiefs Association represents every major city in the United States and seven Canadian jurisdictions. Established to address the unique needs and priorities of law enforcement in our Nation's largest metropolitan areas, the association focuses solely on policy issue of critical concern to Chief's of Police and Sherriff's. A key feature of the meetings is the "Chief's Roundtable," a forum for exchanging successful lessons learned by law enforcement executives. As an extension of the ongoing policy dialogue, American and Canadian Chiefs work together to implement the best practices of their chosen profession. In addition, the web site has many areas of interest and participation. Therefore, it is requested that the Board approve the payment.

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

UPON MOTION duly made and seconded, the Board approved and authorized execution of the payment by Expenditure Authorization to Major Cities Chiefs Association for Fredrick H. Bealefeld, III, the Baltimore Police Commissioner.

MINUTES

Mayor's Office of - Memorandum of Understanding (MOU)
Information Technology

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a memorandum of understanding with the State of Maryland. The period of the MOU is July 1, 2008 through June 30th, 2017.

AMOUNT OF MONEY AND SOURCE:

No funding is currently requested

BACKGROUND/EXPLANATION:

The MOU is to formalize a mutual benefit arrangement between the City and the State of Maryland. It provides for the sharing of existing network infrastructure to the benefit of both parties. The MOU will automatically renew for additional one-year periods at the end of each term.

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the memorandum of understanding with the State of Maryland.

MINUTES

Department of Housing -
and Community Development

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, Leroy Wooden.

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>NAME</u>	<u>DAYS</u>
1. Stephen Janes	3
2. Beverly Abdullah	2
3. Jeffrey Case	5
4. William Colbert	5
5. Jeffrey Martin	5
6. Jaikishin Chunghani	3
7. John Gibbins	3
8. Pravina Thakkar	1
9. Michael Braverman	<u>3</u>
TOTAL	30

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, Leroy Wooden.

MINUTES

Department of Housing and - Head Start Contract Extensions
Community Development

The Board is requested to approve extensions of the Head Start professional services contracts for the listed individuals. The period of the extension is July 1, 2009 through July 31, 2009.

On December 24, 2008, the Board approved the initial contracts with the listed individuals to work as special education consultants for the Head Start Program.

On June 24, 2009, the Board received and opened resumes for the solicitation for nine new head start consultant positions. This request for an extension will allow the Department additional time to review the resumes and submit new contracts for the positions.

1. **SANDY SHERRY** **\$4,000.00**

The initial award was in the amount of \$48,600.00. This extension, in the amount of \$4,000.00 will make the total contract award \$52,600.00.

2. **MARILYN STACK-GILL** **\$1,443.75**

The initial award was in the amount of \$17,325.00. This extension, in the amount of \$1,443.75 will make the total contract award \$18,768.75.

3. **EDITH MEYERS** **\$1,227.70**

The initial award was in the amount of \$14,732.50. This extension, in the amount of \$1,227.70 will make the total contract award \$15,960.20.

4. **DIANE BROOKE** **\$1,228.58**

The initial award was in the amount of \$15,463.00. This extension, in the amount of \$1,228.58 will make the total contract award \$16,691.58.

MINUTES

DHCD - cont'd

5. **D'LISA WORTHY** **\$3,600.00**

The initial award was in the amount of \$43,200.00. This extension, in the amount of \$3,600.00, will make the total contract award \$46,800.00.

6. **ROBERT SOLOMON** **\$1,460.00**

The initial award was in the amount of \$17,520.00. This extension, in the amount of \$1,460.00 will make the total contract award \$18,980.00.

7. **REBECCA SEITZ** **\$1,331.25**

The initial award was in the amount of \$15,975.00. This extension, in the amount of \$1,331.25 will make the total contract award \$17,306.25.

8. **SANDY APPEL** **\$1,534.50**

The initial award was in the amount of \$18,732.50. This extension, in the amount of \$1,534.50 will make the total contract award \$20,267.00.

9. **LACEY BRYN, INC.** **\$2,920.50**

The initial award was in the amount of \$35,046.00. This extension, in the amount of \$2,920.50 will make the total contract award \$37,966.50.

Account: 4000-48610-6050-452399-603018

APPROVED FOR FUNDS BY FINANCE

MINUTES

DHCD - cont'd

UPON MOTION duly made and seconded, the Board approved the aforementioned extensions of the Head Start professional services contracts for the listed individuals.

MINUTES

Department of Housing and Community Development/ - Agreements
Baltimore Homeless Services (BHS)

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

1. **JOBS, HOUSING & RECOVERY, INC.** **\$2,580,667.00**
(JHR)

Account: 1001-000000-3570-327259-603051

The JHR will manage and operate, on behalf of the City of Baltimore, the Guilford Shelter, a 24-hour, seven day a week emergency shelter located at 210 Guilford Avenue. The JHR will provide 275 emergency shelter beds for homeless men and women for the months of May and June and approximately 350 emergency shelter beds for the remaining ten months of the year. The period of the agreement is July 1, 2009 through June 30, 2010.

MWBOO DENIED A WAIVER.

THERE IS CURRENTLY MBE PARTICIATION ON THIS CONTRACT. THE VENDOR SHOULD USE GOOD FAITH EFFORTS TO IMPROVE THE LEVEL OF PARTICIPATION.

2. **HOUSE OF RUTH MARYLAND, INC.** **\$ 245,751.00**

Account: 4000-496209-3570-591413-603051

The House of Ruth, Maryland Inc. provides transitional housing and supportive services to four single adults and 15 families at its transitional housing facility located in Baltimore City. The program assists homeless women and their children who are victims of domestic violence. The period of the agreement is November 1, 2009 through October 31, 2010.

MWBOO GRANTED A WAIVER.

MINUTES

BHS - cont'd

3. **THE YOUNG WOMEN'S CHRISTIAN ASSOCIATION** \$ 160,681.00
OF THE GREATER BALTIMORE AREA, INC.
(YWCA)

Account: 4000-496209-3570-591445-603051

The YWCA will provide on-site support services and intensive case management services to 23 homeless families who are residents of the Druid House Transitional Housing Facility, owned by the Druid Heights Community Development Corporation. The period of the agreement is March 1, 2009 through February 28, 2010.

The agreement is late because of delays at the administrative level.

MWBOO GRANTED A WAIVER.

4. **MT. CALVARY HOLY TEMPLE CHURCH, INC.** \$ 38,748.00
(MT. CALVARY)

Account: 4000-496309-3570-591212-603051

Mt. Calvary will provide access to housing for a minimum of four clients. All residents will be homeless and have at least one disabling condition. Mt. Calvary and the client will conduct a site visit of the housing located for the clients. The period of the agreement is December 1, 2009 through November 30, 2010.

MWBOO GRANTED A WAIVER.

MINUTES

BHS - cont'd

5. **MARIAN HOUSE, INCORPORATED** **\$ 201,023.00**

Account: 4000-496209-3570-591419-603051

The organization will provide transitional housing and comprehensive supportive services to 43 single, homeless women and four families (women and children). The goal of the program is to assist women to achieve and maintain economic, residential, and emotional stability. The period of the agreement is February 1, 2009 through January 31, 2010.

The agreement is late because of delays at the administrative level.

MWBOO GRANTED A WAIVER.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

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

MINUTES

Department of Housing and - Grant Agreement
Community Development

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize acceptance of the Weatherization Assistance Grant Agreement with the Maryland Department of Housing and Community Development (MDHCD). The period of the grant agreement is April 1, 2009 through March 31, 2012.

AMOUNT OF MONEY AND SOURCE:

\$15,713,551.00 - 5000-585110-5750-648700-603026

BACKGROUND/EXPLANATION:

The Baltimore City Weatherization Assistance Program (WAP) has been operating for many years with federal funding passing through the State of Maryland. The American Recovery and Reinvestment Act (ARRA) of 2009 greatly expanded funding for this program nationally as part of the national effort to reduce the impact of the economic recession and to stimulate the economy and increase energy conservation.

Five times as much funding per year is available through ARRA for weatherization compared to the traditional program and over 2,000 homes will be weatherized over three years.

Eligible families are those with incomes of 200% of poverty or below \$44,100.00 for a family of four. The City will expand its workforce to implement the program and issue contracts for weatherization stimulating the private sector of the economy.

MINUTES

DHCD - cont'd

The grant agreement is late because negotiations regarding the language in the agreement took longer than anticipated.

MWBOO GRANTED A WAIVER.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved and authorized acceptance of the Weatherization Assistance Grant Agreement with the Maryland Department of Housing and Community Development.

MINUTES

Department of Housing and - Agreement
Community Development (DHCD)

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an agreement with RTH Consultants.

AMOUNT OF MONEY AND SOURCE:

\$20,988.00 - 9910-588-732-00-000

BACKGROUND/EXPLANATION:

In 2004, the Mayor and City Council (M&CC) purchased the former Uplands Apartments located on Edmondson Avenue, across from the Edmondson Avenue Shopping Center, through a foreclosure sale from the Department of Housing and Urban Development (HUD). Shortly after the purchase, former residents filed suit against HUD and the M&CC claiming that the sale was improper and that relocation of residents did not follow federal guidelines. The lawsuit was resolved through a Memorandum of Understanding that was signed in 2004, finalized in a settlement agreement that was approved by the Board in January 2008, and received final court approval in October 2008.

Under the terms of the settlement agreement, the City is required to contract with a third-party consultant to provide technical assistance to Former Resident Representatives to allow them the opportunity to make their participation in any processes contemplated by the settlement agreement; informed, meaningful and effective.

On February 11, 2009, the Board approved a transfer of funds of up to \$25,000.00 for this technical assistance in transfer memo # 5334.

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved and authorized execution of the agreement with RTH Consultants. The Mayor **ABSTAINED**.

MINUTES

Department of Finance - Renewal of FY 2010
Office of Risk Management Insurance Coverage

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a renewal of the Fine Arts Insurance Policy. The policy will be renewed as of July 1, 2009.

AMOUNT OF MONEY AND SOURCE:

\$248,728.00 - 2043-000000-1450-162900-603014

BACKGROUND/EXPLANATION:

This policy is unique and superior to the standard Fine Arts Insurance Policy. It provides Fine Arts replacement costs and transit coverage to the Baltimore Museum of Art, The Walters Art Museum and any location owned, occupied, or controlled by the City. Coverage is being renewed per expiring rates, with the incumbent broker, Hunting T. Block Fine Arts Insurance.

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved and authorized execution of the renewal of the Fine Arts Insurance Policy. The President **ABSTAINED**. The Comptroller **ABSTAINED**.

MINUTES

Department of Finance - Contribution

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize a contribution to Teach for America.

AMOUNT OF MONEY AND SOURCE:

\$50,000.00 - 1001-122-021

BACKGROUND/EXPLANATION:

Teach for America is a national corps of recent college graduates who commit to teach for at least two years in urban and rural public schools. In the 2008 - 2009 school year, 6,200 corps members taught in 1,600 schools in 29 regions across the country. During this past school year, the Baltimore City Public Schools had 160 Teach for America corps members, and its goal is to double that number to more than 300 over two years beginning in school year 2009 - 2010. Teach for America reports that it and the Public Schools have raised more than \$3,000,000.00 of the \$3,800,000.00 that it will cost to achieve this goal.

The Board is requested to approve the contribution. This does not represent a recurring commitment on the part of the City.

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved and authorized the contribution to Teach for America.

MINUTES

Circuit Court for Baltimore City - Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an agreement with Andre Cherry. The period of the agreement is July 1, 2009 through June 30, 2010.

AMOUNT OF MONEY AND SOURCE:

\$75,000.00 - 4000-401510-1100-116802-603026 \$60.00/hour

BACKGROUND/EXPLANATION:

The consultant will manage the Circuit Court's grants on a daily basis to ensure fiscal accuracy, proper reporting, and proposals. Under the direction of the Administrative Judge and Deputy Court Administrator, this position is the first point of contact on all grant related matters.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the agreement with Andre Cherry.

MINUTES

Department of Transportation - Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an agreement with the National Railroad Passenger Corporation a/k/a Amtrak. The period of the agreement is effective upon Board approval through completion of the project.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

The National Railroad Passenger Corporation (Amtrak) operates an intercity passenger rail service over a railroad bridge located at railroad milepost 92.61 in the City of Baltimore. Monument Street passes underneath the Bridge east of Haven Street. The City and Amtrak desire to lower the section of the Monument Street roadway underneath the Bridge to increase the vertical clearance between the roadway surface and the underside of the Bridge. The agreement outlines the roles and responsibilities in connection with completing the design and proceeding to the construction phase of this effort.

(FILE NO. 54619)

UPON MOTION duly made and seconded, the Board approved and authorized execution of the agreement with the National Railroad Passenger Corporation a/k/a Amtrak.

MINUTESDepartment of Transportation - Amendments to Agreements

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

AMENDMENTS TO AGREEMENTS

1. **KCI TECHNOLOGIES/STV, INCORPORATED** **\$ 1,496,173.17**
A JOINT VENTURE

Account: 9962-907051-9562-900000-703032

On September 17, 2008, the Board approved an agreement with KCI/STV, A Joint Venture Partnership to provide consultant services in connection with project 1087, Conduit Occupancy Services to enter various manholes and document the overall physical dimensions, general condition, duct configuration, and materials. This increase to the upset limit is needed to continue the work on various manholes. The period of the amendment to agreement is effective upon Board approval and remain in effect for a period of two years as noted in the original agreement with a one-year option to renew or until the amount of \$2,939,142.54 is reached, whichever occurs first.

APPROVED FOR FUNDS BY FINANCE

2. **GREENMAN, PEDERSEN, INC.** **\$ 0.00**

On May 9, 2007, the Board approved a supplemental agreement to design converting the existing trolley lane and portions of the sidewalk along Pratt, Calvert and Light Streets into multi-use trails. On May 28, 2008, the Board approved a one-year time extension for additional design bio-retention areas on Light Street, and 58 individual ADA ramp designs. An additional two-year extension is requested to continue the design of the bio-retention location. The period of the amendment to the agreement is May 8, 2009 through May 7, 2011.

MINUTES

Department of Transportation - cont'd

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

UPON MOTION duly made and seconded, the Board approved and authorized execution of the aforementioned amendments to agreements.

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 Baltimore Metropolitan Council (BMC). The period of the grant agreement is July 1, 2009 through June 30, 2010.

AMOUNT OF MONEY AND SOURCE:

\$901,146.40 - 6000-617210-2300-251600-600000

BACKGROUND/EXPLANATION:

This grant agreement will allow the City to complete population and development projections and transportation planning work to ensure that the Region's transportation plans will meet federal air quality standards. The Department will provide in-kind services to match this grant. The funding was provided by the Maryland Department of Transportation to the BMC. The Department will complete work under this grant and will serve as the lead agency for the City.

APPROVED FOR FUNDS BY FINANCE**AUDITS REVIEWED THE DOCUMENTATION AND CONFIRMED THE GRANT AWARD.**

UPON MOTION duly made and seconded, the Board approved and authorized execution of the grant agreement with the Baltimore Metropolitan Council.

MINUTES

Baltimore City - Maryland FY 2009 Bioterrorism Hospital
Fire Department Preparedness Sub-Award Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Maryland FY 2009 Bioterrorism Hospital Preparedness sub-award agreement with The Maryland Institute of Emergency Medical Services Systems on behalf of the United States Department of Health and Human Services Health Resources and Service Administration. The period of the agreement is effective upon Board approval through July 31, 2009.

AMOUNT OF MONEY AND SOURCE:

\$42,450.00 - 4000-459609-3190-654900-600000

BACKGROUND/EXPLANATION:

This is a Federal grant administered through the Maryland Institute for Emergency Medical Services Systems. This is part of the coordinated response between the City, the State of Maryland, and the U.S. Department of Health Resources and Services Administration to provide funding for patient accountability-handheld scanning devices. The scanning devices will be used to triage patients and track patients in the event of a mass casualty event.

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

MINUTES

Baltimore City Fire Department - cont'd

authorized execution of the Maryland FY 2009 Bioterrorism Hospital Preparedness sub-award agreement with The Maryland Institute of Emergency Medical Services Systems on behalf of the United States Department of Health and Human Services Health Resources and Service Administration.

MINUTES

Department of Real Estate - Agreement of Sale

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an agreement of sale with Wayland Baptist Church, Inc., purchaser.

AMOUNT OF MONEY AND SOURCE:

\$ 8,230.00

BACKGROUND/EXPLANATION:

The authority to sell this property was approved by City Council Ordinance No. 477 approved on December 6, 1973. These properties are known as Block 2755, Lots 39e/k, 39L, 39m/n, 39o, 40c, 40d. The purchaser intends to use the properties in conjunction with the development of an affordable senior housing project with 90 units. The properties will be consolidated with other properties that will be constructed and known as Wayland Senior Village.

The purchaser has paid a down payment in the amount of \$823.00 with the signing of this agreement and has requested the City to approve a purchase money mortgage for the remaining amount of \$7,407.00 because of their tax credit financing. The terms of the promissory note will be for one year from the approval date, and interest shall accrue at the rate of 3% per annum. The maker will make monthly installments at the beginning of the term to the end of the term in the amount of \$627.33 based on a 1-year amortization schedule.

STATEMENT OF PURPOSE AND RATIONALE FOR SALE BELOW THE APPRAISED VALUE:

The properties were appraised for \$24,750.00 and are being sold for \$8,230.00. The Department of Real Estate negotiated the purchase price of all properties at the assessed value, since it was determined four of the five unimproved properties had assessment values less than \$2,500.00.

MINUTESDepartment of Real Estate - cont'd

The assessed values are as follows:

Block 2755, Lot 39e/k	\$ 3,610.00
Block 2755, Lot 39L	920.00
Block 2755, Lot 39m/n	790.00
Block 2755, Lot 39o	810.00
Block 2755, Lot 40c	1,400.00
Block 2755, Lot 40d	700.00
	<u>\$ 8,230.00</u>

The appraisal reports found that the properties are overgrown vacant lots located in the rear of the 3000 Block of Chelsea Terrace and 3700 Woodhaven Avenue.

The sale and development of the Wayland Senior Village will benefit the City through the elimination of vacant lots that attract illegal dumping of trash and will return the non-productive properties to a more beneficial use for the community.

To stop further deterioration and to assist with the much needed improvement for this area, the Department recommends the reduction in purchase price. The Purchaser has proven its commitment by purchasing six privately-owned properties on Garrison Blvd. to assist with stabilizing and promoting a healthy neighborhood.

MBE/WBE PARTICIPATION:

The developer has signed a Commitment to Comply with the Minority and Women's Business Enterprise Program of Baltimore City.

(FILE NO. 57046)

President: "I want to congratulate -- I see on the agenda Wayland Baptist Church on Page 59 and 60. I know that we have

MINUTESDepartment of Real Estate - cont'd

some representatives here from Wayland. It is an 8-acre parcel. I believe it is, for your senior housing? 2.4 acres. I know that you have been working for quite some time and it is good to see these pieces coming together for you."

UPON MOTION duly made and seconded, the Board approved and authorized execution of the agreement of sale with Wayland Baptist Church, Inc.

MINUTES

Department of Real Estate - Closing and Conveyance Deed

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a deed with Baltimore Street Partners, LLC, for the closing and conveyance of a two-foot portion of the public right-of-way abutting 801 W. Baltimore Street, which has been legally closed.

AMOUNT OF MONEY AND SOURCE:

\$ 9,500.00 (appraised value)

BACKGROUND/EXPLANATION:

On May 26, 2008, the City entered into an agreement with Baltimore Street Partners, LLC to close a portion of the public right-of-way abutting 801 W. Baltimore Street. In the agreement, Baltimore Street Partners, LLC agreed to pay the fair market value for the street closing.

The sale was authorized by means of Sales Ordinance No. 09-123, which was approved on February 17, 2009. The street/alley closing process is intricate and involves public notice and other procedures that must be followed before the deed can be prepared for submission to the Board of Estimates for approval. This deed was recently submitted by the Department of Public Works to the Law Department for approval.

(FILE NO. 56664)

UPON MOTION duly made and seconded, the Board approved and authorized execution of the deed with Baltimore Street Partners, LLC, for the closing and conveyance of a two-foot portion of the public right-of-way abutting 801 W. Baltimore Street, which has been legally closed.

MINUTES

Department of Real Estate - Closing and Conveyance Deed

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a deed with Wexford Baltimore-Poppleton, LLC, for the closing and conveyance of Callendar Street between West Baltimore Street and Booth Street, which has been legally closed.

AMOUNT OF MONEY AND SOURCE:

\$27,600.00 (appraised value)

BACKGROUND/EXPLANATION:

On May 27, 2008, the City entered into an agreement with Wexford Baltimore-Poppleton, LLC to close Callendar Street between West Baltimore Street and Booth Street. In the agreement, Wexford Baltimore-Poppleton, LLC agreed to pay the fair market value for the street closing.

The sale was authorized by means of Sales Ordinance No. 09-122, which was approved on February 17, 2009. The street/alley closing process is intricate and involves public notice and other procedures before the deed can be prepared for submission to the Board of Estimates for approval. This deed was recently submitted by the Department of Public Works to the Law Department for approval.

(FILE NO. 56664)

UPON MOTION duly made and seconded, the Board approved and authorized execution of the a deed with Wexford Baltimore-Poppleton, LLC, for the closing and conveyance of Callendar Street between West Baltimore Street and Booth Street, which has been legally closed.

MINUTES

Department of Real Estate - Agreement of Sale

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an agreement of sale with Juanita Tate, purchaser, for the sale of property known as 513 Woodan Street (Block 5158, Lot 075).

AMOUNT OF MONEY AND SOURCE:

\$240.00

BACKGROUND/EXPLANATION:

The sale was authorized by means of Sales Ordinance No. 477, which was approved on December 6, 1973. The Property known as 513 Woodan Street is a small parcel of land, which consists of a 190 square foot alley lot, located in the Govans area of Baltimore City. The lot is located at the rear of Ms. Tate's property at 536 Sheridan Avenue. Ms. Tate intends to include this parcel as an integral part of her current property, which she will use for parking. The property is being sold at the fair market value.

(FILE NO. 56666)

UPON MOTION duly made and seconded, the Board approved and authorized execution of the agreement of sale with Juanita Tate, purchaser, for the sale of property known as 513 Woodan Street (Block 5158, Lot 075).

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

Bureau of Purchases

1. PATRIOT TECHNOLOGIES, INC.	\$14,348.20	Low Bid
Solicitation No. 07000 - Checkpoint Enterprise Support - Mayor's Office of Information Technology - Req. No. R526285		

2. ACCESS DATA	\$15,340.00	Sole Source
Solicitation No. 08000 - Forensic Software - Police Department - Req. No. R526223		

The vendor is the sole provider of this proprietary software.

3. PITNEY BOWES	\$ 6,420.00	Sole Source
Solicitation No. 08000 - Postage - Police Department - Req. No. R526512		

Postage is only available through this vendor which owns the machine used.

4. GRAYBAR	\$10,000.00	Sole Source
Solicitation No. 08000 - Logic Control Repair - Department of Public Works - Req. No. R526640		

The vendor is the manufacturer's sole supplier of this service.

5. HACH COMPANY	\$ 6,807.60	Sole Source
Solicitation No. 08000 - Hach Instrumentation - Department of Public Works - Req. No. R526042		

The vendor is the sole source manufacturer and distributor of this instrumentation.

6. MUNICIPAL EMERGENCY SERVICES	\$ 8,500.00	Low Bid
Solicitation No. 07000 - Safety Vests - Fire Department - Req. No. R525097		

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

Bureau of Purchases

7. R & S NORTHEAST	\$14,175.00	Selected Source
Solicitation No. 06000 - NuvaRing Contraceptives - Health Department - Req. No. R525784		

These medications are delivered directly from the manufacturer with federally mandated pricing under the 340B drug-pricing program.

8. CURASCRIPT SPECIALTY	\$ 8,550.00	Selected Source
Solicitation No. 06000 - Implanon Contraceptives - Health Department - Req. No. R522795		

These medications are delivered directly from the manufacturer with federally mandated pricing under the 340B drug-pricing program.

9. SUPERIOR PAINTING AND CONTRACTING CO., INC.	\$17,000.00	Low Bid
Solicitation No. 07000 - Painting of Ballroom Doors - Baltimore City Convention Center - Req. No. R524897		

10. TELTRONIC, INC.	\$ 8,479.89	Low Bid
Solicitation No. 07000 - Radio Installation - Department of Public Works - Req. No. R525294		

11. PHILLIP R. WALKER & ASSOCIATES, INC.	\$ 7,254.00	Sole Source
Solicitation No. 08000 - Flow Meter - Department of Public Works - Req. No. R523899		

The vendor is the sole distributor for Maryland.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

Bureau of Purchases

- | | | |
|---|-------------|-----------------|
| 12. BINGHAM & TAYLOR | \$12,346.00 | Low Bid |
| Solicitation No. B50001117 - Hand Box Frames and Covers -
Department of Transportation - Req. No. R524980 | | |
| 13. APPLES FOR CHILDREN, INC. | \$13,580.00 | Selected Source |
| Solicitation No. 06000 - Professional Development Services -
Department of Housing and Community Development - Req. No.
R526782 | | |

The vendor currently administers professional development services for the staff of the Baltimore City's Head Start program and is needed for continuity of training.

- | | | |
|---|----------------|-------------|
| 14. ADP, INC. | \$2,300,000.00 | Sole Source |
| Solicitation No. 08000 - Human Resource Information, E-time
and Enterprise Payroll Systems Licensing - Department of
Finance - Req. No. R527204 | | |

The vendor is the sole provider of licensing for the Human Resource Information, E-time and Enterprise Payroll Systems.

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 (d)(i) of the City Charter, the procurement and/or service is recommended.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

VENDOR	AMOUNT OF AWARD	AWARD BASIS
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Bureau of Purchases

- | | | |
|---|--------------|-----------------|
| 15. RCC CONSULTANTS, INC. | \$ 46,700.00 | Selected Source |
| Solicitation No. 06000 - 800 MHz Upgrade Consultant Services - Mayor's Office of Information Technology - Mayor's Office of Information Technology - Req. No. R524673 | | |

The vendor will provide a preliminary system design and project plan to upgrade the 800MHz public safety radio communication system to Project 25 standards. Due to the involvement of this vendor with the surrounding jurisdictions, it is uniquely positioned to understand the technical relationships and the interoperability of each mission critical radio system.

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 (d)(i) of the City Charter, the procurement of the equipment and/or service is recommended.

MWBOO GRANTED A WAIVER.

- | | | |
|---|--------------|-------------|
| 16. SEFAC | \$150,000.00 | Sole Source |
| Solicitation No. 08000 - O.E.M. Parts and Service for Sefac Mobile Vehicle Lifts - Department of Public Works, Fleet Management Division - Req. No. R526501 | | |

The vendor is the authorized sole importer of Sefac Lifts in the United States and the sole supplier of parts.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
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Bureau of Purchases

17. STANDARD EQUIPMENT

<u>COMPANY</u>	<u>\$300,000.00</u>	<u>Increase</u>
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Solicitation No. 08000 - O.E.M. Parts and Service for John Deere Equipment - Department of Public Works, Fleet Management Division - Req. No. P140982

On July 11, 2007, the Board approved the initial award in the amount of \$600,000.00. Due to increased usage, it is anticipated that an additional \$300,000.00 will be required during the contract period, making the total award \$900,000.00. The contract expires June 30, 2010.

18. OMO SCIENCE, ENERGY,
AND TECHNOLOGY, INC.

<u>\$200,000.00</u>	<u>Increase</u>
---------------------	-----------------

Solicitation No. 0011T817103 - Maryland Department of General Services - Gasoline and Diesel Fuel - Department of Public Works, Fleet Management Division - Req. No. P504237

On September 3, 2008, the Board approved the initial award in the amount of \$1,200,000.00. Due to increased usage, additional funds are needed. This increase will make the total award \$1,400,000.00.

MWBOO GRANTED A WAIVER.19. SYSTEMS INTEGRATION,
INC.

<u>\$ 51,166.95</u>	<u>Increase</u>
---------------------	-----------------

Solicitation No. 08000 - Integrated Voice Recognition (IVR) System Upgrades, Support and Licenses - Department of Finance - Req. N/A

On June 10, 2009, the Board approved the initial award. These upgrades, support, and licenses are for the IVR system for use by the Bureau of Revenue Collections and are only available from this vendor. The contract expires June 30, 2010.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
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Bureau of Purchases

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 (d)(i) of the City Charter, the procurement of the equipment and/or service is recommended.

20. FULL CIRCLE

SOLUTIONS, INC.	\$150,000.00	Increase
Solicitation No. 08000 - ICS System Upgrades, Support and Licenses - Department of Finance - Req. No. N/A		

On December 5, 2007, the Board approved the sole source award in the amount of \$1,229,282.00. This request increase is for upgrades to the module handling delinquent accounts filing of legal cases and lawsuits which currently is done manually. This increase will make the total award \$1,379,282.00.

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 (d)(i) of the City Charter, the procurement of the equipment and/or service is recommended.

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

MINUTES

Department of Public Works/ - Developer's Agreement No. 1142
Bureau of General Services

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of developer's agreement no. 1142 with The New Psalmist Baptist Church of Baltimore City, Inc., developer.

AMOUNT OF MONEY AND SOURCE:

\$39,500.00

BACKGROUND/EXPLANATION:

The developer would like to install new water service and storm drain to its proposed construction located in the vicinity of 6020 Marian Drive. This developer's agreement will allow the organization to do its own installation, in accordance with Baltimore City standards.

An Irrevocable Letter of Credit in the amount of \$39,500.00 has been issued to The New Psalmist Baptist Church of Baltimore City, Inc. 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 execution of the developer's agreement no. 1142 with The New Psalmist Baptist Church of Baltimore City, Inc.

MINUTES

Department of Public Works - Reimbursable Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the reimbursable agreement with the U.S. Fish and Wildlife Service (USFW). The period of the agreement is effective upon Board approval for five years.

AMOUNT OF MONEY AND SOURCE:

\$124,105.00 - 9958-902646-9525-900020-703032

BACKGROUND/EXPLANATION:

The USFW will be establishing a protocol for the City to conduct post-construction monitoring to document the environmental benefits of stream restoration as a requirement of the Waterways Construction Permits authorizing the construction.

The USFW will lend its technical expertise and provide quality assurance among projects with the potential for cost sharing, depending on the specific project goal.

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved and authorized execution of the reimbursable agreement with the U.S. Fish and Wildlife Service.

MINUTESBureau of Water and Wastewater - Contractual Training Services**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize a contract for training services with the Community College of Baltimore County (CCBC).

AMOUNT OF MONEY AND SOURCE:

\$ 8,280.00	-	2071-000000-5460-393201-603020
4,140.00	-	2070-000000-5440-393001-603020
4,140.00	-	3001-000000-5180-390502-603020
\$16,560.00	Total	

BACKGROUND/EXPLANATION:

The Baltimore City Joint Apprenticeship Program requires that apprentices assigned to the Utility Maintenance Division of Baltimore City be provided with 144 hours of classroom instruction per year for each year of the two years that they are employed to successfully complete the Utility Installer Apprenticeship Program.

The CCBC has created a customized curriculum for the City based on the accredited program that now exists at the college. The program enables apprentices to be exposed to the technical requirements of the classification as it relates to the actual work environment.

This request is for the first year instruction for the class of trainees hired as Utility Installer Apprentices. The training will take place on-site using existing equipment and materials.

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

UPON MOTION duly made and seconded, the Board approved and authorized execution of the contract for training services with the Community College of Baltimore County.

MINUTESBureau of Water & Wastewater - Ratify Purchases**ACTION REQUESTED OF B/E:**

The Board is requested to ratify purchases and approve payment to Carroll Independent Fuel Company.

AMOUNT OF MONEY AND SOURCE:

\$ 10,483.71 - 2070-000000-5500-3966-10-604001
2,424.07 - 2070-000000-5500-3968-80-604001
\$ 12,907.78 - Total

BACKGROUND/EXPLANATION:

The Bureau was in need of diesel fuel for various pumping stations and the Patapsco Wastewater Treatment Plant for backup power generators in delivery quantities less than 2,000 gallons. Carroll Independent Fuel Company was able to provide delivery of diesel fuel in these lesser amounts under a Bureau of Purchases Contract. Several orders were placed and deliveries made that were inadvertently beyond the expiration date authorized by contract. The ordered material was received and utilized. It is not practical to return the product to the company.

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

UPON MOTION duly made and seconded, the Board ratified purchases and approve payment to Carroll Independent Fuel Company.

MINUTESBureau of Water and Wastewater - Sewer Surcharge Adjustment**ACTION REQUESTED OF B/E:**

The Board is requested to concur with an adjustment of the 2008 Sewer Surcharge assessed to Westway Feed Products, Inc. The Department also requests that any interest/penalties that have accrued since the surcharge bill was issued in January 2008 be rescinded.

AMOUNT OF MONEY AND SOURCE:

No Refund is necessary.

BACKGROUND/EXPLANATION:

Article 25 of the Baltimore City Code (2000 ed., as amended) grants the City the authority to assess industries a sewer surcharge for industrial waste. Industries are billed in advance each January covering the period of January 1 through December 31 of each billing year. Westway Feed Products, Inc. was originally assessed \$25,551.04 for Calendar Year 2008. However, in a letter dated May 18, 2009, the company requested that the surcharge be reconsidered because the quarterly sewer use consumption between December 22, 2005 and December 17, 2007 were adjusted by the City's Utility Billing Section on May 4, 2009 as a result of an appeal hearing that occurred on May 20, 2008.

The Bureau agreed that reconsideration was warranted and utilized the adjusted sewer use consumption calculated by Utility Billing for the quarters ending January 10, 2007, April 17, 2007, June 22, 2007, and September 24, 2007 to recalculate the 2008 surcharge assessment. This resulted in a revised assessment of \$14,235.86 and represents a reduction of \$11,315.18. As Westway Feed Products, Inc. has paid the revised amount, a refund would not be necessary.

MINUTESBureau of Water and Wastewater - cont'd

UPON MOTION duly made and seconded, the Board concurred with an adjustment of the 2008 Sewer Surcharge assessed to Westway Feed Products, Inc. The Board also approved rescinding the interest/penalties that have accrued since the surcharge bill was issued in January 2008.

MINUTES**TRAVEL REQUESTS**

<u>Name</u>	<u>To Attend</u>	<u>Amount</u>
<u>Baltimore Police Department</u>		
1. Robert L. Booker, Jr.	2009 Senior Management Institute for Police Session 43 Boston, MA July 11 - 30, 2009 (Reg. Fee \$ 7,850.00)	\$ 8,230.00
2. Alvin Barnes Lisa A. Cornish Eric Cox Rocc J. Fusillio	Reid Technique of Interview and Interrogation Seminar Ellicott City, MD October 06 - 09, 2009 (Reg. Fee \$605.00 ea.)	\$2,420.00
<u>Office of the President</u>		
3. Stephanie Rawlings- Blake	National Association of Counties Conference Nashville, TN July 24 - 28, 2009 (Reg. Fee \$465.00)	\$ 1,634.57

The allowed per diem for this area is \$171.00 per day. The hotel rate is \$167.00 per night plus, hotel taxes in the amount of \$111.87. The Office of the President is requesting an additional \$255.87 in subsistence to cover the cost of food.

MINUTES**TRAVEL REIMBURSEMENTS**Baltimore City Health Department

4. Rianna P. Brown \$ 155.15

In March of 2009, Ms. Brown traveled to Annapolis, MD to attend the Maryland General Assembly Hearings. During this time, a new policy for submitting expense statements was implemented and after several unsuccessful attempts to complete the electronic form, Ms. Brown missed the 40-day deadline. Therefore, the Department is requesting the Board to approve a reimbursement in the amount of \$155.15 for the costs of mileage and parking.

TRAVEL REIMBURSEMENTSBaltimore City Council

5. Helen L. Holton \$ 256.12

On April 15 - 17, 2009, Ms. Holton traveled to Sacramento, CA to attend an event titled "Large Urban County Caucus" sponsored by the National Association of Counties. Her travel request that was filed was for the amount of \$910.00.

The actual expenses for her travel exceeded the amount of \$910.00. Therefore, Ms. Holton requests reimbursement for the difference in the amount of \$256.12 to cover the overages related to this travel.

	<u>Expected Cost</u>	<u>Actual Cost</u>
Subsistence		
Incl. Hotel	\$ 510.00	\$ 553.68
& Food		65.04
Airfare	400.00	469.40
Ground Transportation		78.00
	<u>\$ 910.00</u>	<u>\$1,166.12</u>

MINUTES**TRAVEL REIMBURSEMENTS** - cont'd

UPON MOTION duly made and seconded, the Board approved the travel requests and travel reimbursements. The President

ABSTAINED on item nos. 3 and 5.

MINUTESLaw Department - Opinion - Request for Refund of Real
Property Taxes

The Board is requested to approve a refund of real property taxes for Shawn W. Berry, claimant for his property located at 2330 Edmondson Avenue.

It is the opinion of the Law Department that the claimant meets the qualifications for a real property tax exemption as a disabled veteran, declared by the Veteran's Administration to have 100% service connected disability, and occupied a single-family dwelling during the period in question. It has been determined that he is entitled to a refund of real property taxes, which were paid as follows:

<u>Property</u>	<u>Taxable Year</u>	<u>Amount</u>
2330 Edmondson Ave.	2006/2007	\$1,273.51
	2007/2008	1,313.91
	2008/2009	<u>1,366.68</u>
		\$3,954.10

The claimant's application for a refund was filed on May 28, 2009. In order to avoid interest being paid, the refund must be made 60 days of that date.

UPON MOTION duly made and seconded, the Board approved the refund of real property taxes for Shawn W. Berry, claimant for his property located at 2330 Edmondson Avenue.

MINUTESLaw Department - Claim Settlements

The Board is requested to approve the settlement of the following claims. The settlements have been reviewed and approved by the Settlement Committee of the Law Department.

1. Marcus Oliver v. M&CCB \$ 35,000.00

Account: 2049-000000-7490-000000-603101

2. Robert James et. al v. M&CCB \$ 50,000.00

Account: 1001-000000-2100-224900-603021

3. Howard Hoffman v. BPD, et al \$ 200,000.00

Account: 1001-000000-1220-145900-603070

4. Case Nos. 02-C-08-000577 & 03-C-08-000557

Rebecca Davis et. al v. M&CCB \$ 55,000.00

Maurice Wilson et. al v. M&CCB

Account: 2036-000000-1750-177038-603070

UPON MOTION duly made and seconded, the Board approved settlement claims listed above. The Deputy City Solicitor

ABSTAINED on item no. 3.

MINUTES**RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS**

* * * * *

On the recommendations of the City agencies

hereinafter named, the Board

UPON MOTION duly made and seconded,

awarded the formally advertised contracts

listed on the following pages:

2499 - 2509

to the low bidders meeting the specifications,

deferred action, or rejected bids on those as indicated

for the reasons stated.

The Transfer of Funds was approved

SUBJECT to receipt of favorable report

from the Planning Commission,

the Director of Finance having reported favorably

thereon, as required by the provisions

of the City Charter.

The President **ABSTAINED** on item no. 7.

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

Bureau of Water and Wastewater

- 1. SC 829, Primary Settling Tanks Rehabilitation at the Back River Wastewater Treatment Plant

M.E.B., Inc.

\$9,720,000.00

MBE: Arriba Mechanical, Inc. \$1,400,000.00 14.40%

WBE: Herbert Electric Co. \$ 400,000.00 4.12%

MWBOO FOUND VENDOR IN COMPLIANCE.

2. TRANFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$ 6,559,128.50	9956-549-561	
Wastewater Rev. Bonds	Constr. Res. Primary Tank Renovations	
6,559,128.50	" "	
<u>Counties</u>		
\$13,118,257.00		
\$ 972,000.00	-----	9956-904561-9556-2
		Extra Work
972,000.00	-----	9956-904561-9556-3
		Engineering
871,057.00	-----	9958-904561-9556-5
		Inspection
9,720,000.00	-----	9958-904561-9556-6
		Construction
<u>583,200.00</u>	-----	9958-904561-9556-9
		Administration
\$13,118,257.00		

The funds are required to cover the costs associated with the award of SC 829, Primary Settling Tanks Rehabilitation at Back River Wastewater Treatment Plant.

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONSBureau of Purchases

- | | | | |
|----|---|----------------------------|--------------|
| 3. | B50001100, Trophies
& Recognition Awards | Lamb Awards &
Engraving | \$ 75,000.00 |
|----|---|----------------------------|--------------|

MWBOO GRANTED A WAIVER.

- | | | | |
|----|--|----------------------------------|----------------|
| 4. | B50001080, CCTV
Maintenance &
Platform Integration | Tele-Tector of
Maryland, Inc. | \$2,800,000.00 |
|----|--|----------------------------------|----------------|

FOUR PROPOSALS WERE RECEIVED. THE PROPOSAL OF TELE-TECTOR OF MARYLAND, INC. HAD THE HIGHEST SCORE OF ALL THOSE THAT MET THE TECHNICAL SPECIFICATIONS.

MWBOO SET GOALS OF 7% MBE AND 3% WBE.

MBE:	Paniaqua's Enterprises, Inc.	\$195,788.00	7%
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WBE:	Fleet Electric, Inc.	\$ 83,909.00	3%
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MWBOO FOUND VENDOR IN COMPLIANCE.

THE PROTEST FROM M.C. DEAN WAS WITHDRAWN.

- | | | | |
|----|--------------------------------------|--|----------------|
| 5. | B50001027, J.I.T.
Office Supplies | Rudolph's Office &
Computer Supply,
Inc. | \$1,423,280.00 |
|----|--------------------------------------|--|----------------|

MWBOO SET GOALS OF 5% MBE AND 0% WBE.

MBE:	Sutherland Data Products Sym, Inc.	4%
		1%

MWBOO FOUND VENDOR IN COMPLIANCE.

A LETTER OF PROTEST WAS RECEIVED FROM STAPLES ADVANTAGE.

MINUTES

President: "The protest first being page 81, item No. 5, contract for Office Supplies awarded to Rudolph's, and we received a protest letter from Staples Advantage. Staples? Staples Advantage? We will hear from Mr. Moore first."

Mr. Cecil Moore, City Purchasing Agent: "Good morning Madam President. April 20th of this year, the Bureau of Purchases solicited vendors for Just In Time Office Supplies. The bids were returned on the 27th of May. We received five bids; Rudolph's Office Supply was one, Staples, Impact Office Products, Office Depot, and Sue Ann's Office Supply. We evaluated the bids and based on the price, because this was a bid, based on the price, we are recommending that Rudolph's Office and Computer Supply be awarded the contract. It was a very close competition. Staples was number two. There was a \$11,000.00 difference in the two bids. The way the bid was set up, we looked at the 200 most commonly used items throughout the City and asked vendors to quote those prices and give us a percentage off the rest of their catalogue. Each bidder was responsible for calculating what their costs were and we verified their costs and based on -- after verifying the costs

MINUTES

and reviewing all of the documentation submitted, Rudolph's was deemed to be the most responsive and responsible bidder, and thus, we are recommending them for the award of the Just In Time Office Supply contract."

President: "Thank you. Anything else from the Administration? You need to state your name and speak very closely into the microphone, so that we can make sure that you are being recorded."

Mr. Dean Gray, Staples Advantage: "Staples, the bid was -- we received notification of award last Friday. We have not had the opportunity to actually review the documentation according to agenda page 81. It appears the contract is \$1,423,280.00. Is that correct?"

Mr. Moore: "The contract is for that amount, that was not the bid amount. The bid amount by Rudolph's was \$1,246,736.11. All bidders had an opportunity to be there at the bid opening to see what the actual costs were. So, the bid amount is based on -- the amount that you see in the agenda is based on the amount that we anticipate our usage will be during the course of the year based on the experience. The bid price is again, was \$1,246,736.11 \$11,000.00 lower than your bid."

MINUTES

Mr. Gray: "Our request is to have the opportunity to actually review the bid submission prior to the official award being presented, and the reason being, is this was a very comprehensive bid requiring a minimum 5% City certified MBE participation and a very challenging e-commerce punch out requirement to interface with City software application by speed by periscope. Staples does have the ability and capabilities and resources to do both of those elements of the contract. Additionally, we do have a question regarding the data that was provided. Specifically, item number 193, as an example, correction fluid. The bid indicates that the City purchases 4,355 dozen bottles of white-out. That is actually 52,260 bottles annually of white-out. We did verify that that item was incorrect. It should be in each, not dozen. If you take that particular data alone, that actually creates a \$15,808.00 variance of one item in this bid. That \$15,000.00 would clearly sway the decision. In this particular case, that's one item. So, our recommendation is to be able to review and to make sure all the products and the data was correct and therefore the bid numbers are accurate."

MINUTES

Mr. Moore: "Madam President, all bidders received the same information, the same data. Mind you, if that item was incorrect, all the bidders would have the same incorrect information. The requirement to complete that information and to develop a cost for that would be the same, regardless, if it was a mistake or it is not. So, this vendor had an equal opportunity to one; bring that out, if that was indeed the case, because there was a pre-bid conference of which they were well aware. We believe that this is a fair process. We believe that no bidder received an advantage over the other. Again, we are recommending the Board -- asking the Board to award this contract to Rudolph's Office Supply and Computer Company, today."

President: "Is there a process -- is there a part of this process that Staples did not participate in?"

Mr. Moore: "They did not come to the bid opening."

President: "And what would they have found out there?"

Mr. Moore: "They would have found out the cost and the prices submitted by each vendor. There were several vendors that did attend including Rudolph's, as well as, I think, Impact Office

MINUTES

Products. Several did attend. We typically do not sit down and discuss bids that are being under consideration with the vendors and we don't allow vendors to come in and look at that price and go line-by-line and that kind of thing. That kind of taints the bid process. Had this been an RFP, perhaps we would have requested additional information and would have been a little more deliberative. But, here the bid is pretty cut and dry. Price drives who has the lowest cost and has the capacity to do the work. That is who we contract with."

Deputy City Solicitor: "Mr. Moore, there is no precedent for the review that is being requested, right?"

Mr. Moore: "Absolutely none."

Deputy City Solicitor: "Okay, thank you."

President: "Any further questions to the protestant? Any other argument?"

Mr. Gray: "Our argument stands forth. One vendor did have additional information and others did not. Rudolph's was the incumbent. Has been the vendor for the City for a number of years, and therefore, they actually do have the complete and

MINUTES

accurate usage and data information about what is being purchased. All other vendors are really relying upon the information that was provided in the bid documents. Therefore, most vendors had the same information. But, one vendor did have specific detailed information about what the purchasing habits were of the City. So, therefore, they did have an advantage over the other vendors."

Mayor: "How long is this contract for?"

Mr. Moore: "This is for five years with an option for one year."

Mayor: "Have we resolved some of the issues that came before with Rudolph's and payment to subs? Has that been--?"

Mr. Moore: "Yes Madam. It has been."

Mayor: "Okay."

President: "Is there a Motion?"

Deputy City Solicitor: "I MOVE that we approve the recommendation of the Bureau of Purchases, Page 81, item no. 5."

Comptroller: "Second."

President: "All those in favor say AYE." "AYE." "All Opposed? Motion carries. Thank you very much."

* * * * *

MINUTES

third stimulus project that has come before the Board. I want to take a moment, because the team that we have has worked really hard through this process in making sure that it is not only transparent, but it is also inclusive and engaging at all levels. I want to take a moment to commend the work of Jamie Kendrick, Jean Lewis, Ken Strong, whose now part of the team, Carla Nelson, who is part of the Boot Camp that went to Boston amongst other cities, and it looked as though Baltimore is really going to really be a model for so many other cities across the country. But, this \$17,500,000.00 will allow us over the next three years to help to renovate and weatherize 2,700 homes. For the first year, 900. But I wanted you to keep in mind that the way that - Oh, and also Suzanne Sangree from the Law Department. But, I also want folks to keep in mind that out of this effort it is going to allow companies to first of all maintain jobs. I think some people have a misconception about the stimulus money that all these jobs are going to be created. Hopefully, jobs will be created. In this case, probably about 30 to 40 jobs. It is really to maintain businesses and keeping

MINUTES

people employed, but also, the benefit that low-income individuals will have as a result of this effort. They have tried to really make sure that they were inclusive. There are a number of minority companies and women-owned companies who are primes in this effort. There are going to be training opportunities through community colleges, as well as non-profits. This really - we've, they worked extremely hard. Members of the Housing Department as well, under Paul Graziano's leadership, have really made sure that they have tried to cover every aspect of this and I really want to thank them for their work on this effort, going forth."

President: "Thank you."

* * * * *

MINUTES**CITY COUNCIL BILL**

09-0283 - An Ordinance for the purpose of authorizing the Mayor and City Council of Baltimore to sell, at either public or private sale, all its interest in a certain parcel of land known as the former bed of Hawkins Point Road extending from Fort Armistead Road, Southwesterly 449.8 feet, more or less, to an access ramp to northbound Interstate Route No. 695 and no longer needed for public use; and providing for a special effective date.

ALL REPORTS RECEIVED WERE FAVORABLE.

UPON MOTION duly made and seconded, the Board approved Bill No. 09-0283, and directed that the bill be returned to the City Council with the recommendation that the bill also be approved and passed by that Honorable Body. The President **ABSTAINED**.

MINUTES

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

ACTION REQUESTED OF B/E:

The Board is requested to approve an expenditure of funds to pay Grady Environmental Services, Inc.

AMOUNT OF MONEY AND SOURCE:

\$22,875.00 - 2075-000000-5800-408600-603016

BACKGROUND/EXPLANATION:

Grady Environmental Services, Inc. will restripe and construct the appropriate Americans with Disabilities Act (ADA) accessible pedestrian ramps in the Franklin Street Garage.

In 2006, the Department of Justice, ADA Commission completed audits of several City-owned parking facilities and as a result, several facilities were cited as not being ADA compliant in various areas. Since then, the PABC has completed all of the work that was required in the report, with the exception of some work at the Marina Garage.

During site visits, the PABC also observed that the Franklin Street Garage required modification to the current spaces and to other areas, in order to be in compliance with current ADA regulations.

The PABC solicited proposals from three companies to complete this work and Grady Environmental Services, Inc. submitted the proposal with the lowest estimated cost for the repair work. This vendor has also completed similar projects in City facilities and is a certified MWBOO vendor for the City of Baltimore.

MINUTES

Parking Authority of Baltimore City - cont'd

MBE/WBE PARTICIPATION:

N/A

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved the expenditure of funds to pay Grady Environmental Services, Inc.

MINUTES

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

ACTION REQUESTED OF B/E:

The Board is requested to approve an expenditure of funds to pay A Supreme Heating and Air Conditioning and Clinton Electric Company, Inc.

AMOUNT OF MONEY AND SOURCE:

\$2,950.00 - A Supreme Heating & Air Conditioning
4,485.00 - Clinton Electric Company, Inc.
\$7,435.00 - 2075-000000-5800-408600-603016

BACKGROUND/EXPLANATION:

The Lexington Street Garage is one of several facilities designated to have capital repairs completed within the next few months. The above-mentioned account was established to fund such repairs. For over three years, the elevators at this location have functioned below minimum requirements. In August 2007, the Board approved the expenditure to replace the elevators cabs and machine room equipment. Since then, the PABC has had various problems with the boards in the machine room equipment getting wet due to the area being exposed to the elements. In order to protect the investment, the PABC is now in need of proper heating and air conditioning units in this area to provide the proper temperature for the equipment and prevent any further damage from rain, snow, etc.

The PABC solicited proposals from several companies to complete this work. A Supreme Heating & Air Conditioning and Clinton Electric Company, Inc. submitted the proposals with the lowest estimate for the repair work.

Approval of this expenditure will allow the vendors to move forward with the necessary work.

MINUTES

Parking Authority of Baltimore City - cont'd

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved the expenditure of funds to pay A Supreme Heating and Air Conditioning and Clinton Electric Company, Inc.

MINUTES

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

ACTION REQUESTED OF B/E:

The Board is requested to approve an expenditure of funds to pay for an increase to the Purchase Order for the Arena Garage for Republic Parking Systems, Inc.

AMOUNT OF MONEY AND SOURCE:

\$ 97,687.00 - 2075-000000-5800-407200-603016 (Operating Exp.)
 54,313.00 - 2075-000000-5800-407200-603038 (Security)
\$152,000.00

BACKGROUND/EXPLANATION:

The amendment to the management contract approved by the Board on April 30, 2008 was for the period October 18, 2004 to June 30, 2009. This increase will allow for the final payments to the Purchase Order (year 3 of the contract period), which expires on June 30, 2009. The management contracts are for a three-year period. However, the Purchase Orders are issued for a one-year period, based on the fiscal year.

The Parking Garage operating agreements are set up with a fixed management fee and an estimate of reimbursable operating expenses. There are a number of expenses that are difficult to estimate. These expenses include elevator repairs, snow removal, security, lighting, etc. The operator is required to provide backup materials to certify that the expenses are only for garage operations. The contract also includes a provision for payment of an incentive fee based on revenues generated.

MINUTES

Parking Authority of Baltimore City - cont'd

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved the expenditure of funds to pay for the increase to the Purchase Order for the Arena Garage for Republic Parking Systems, Inc.

MINUTES

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

ACTION REQUESTED OF B/E:

The Board is requested to approve an expenditure of funds to pay for an increase to the Purchase Order for the Baltimore Street Garage for Impark/Danas Parking LLC.

AMOUNT OF MONEY AND SOURCE:

\$110,561.74	-	2075-000000-5800-407700-603016	(Operating exp.)
7,722.00	-	2075-000000-5800-407700-603026	(Mgt. & incentive fees)
<u>67,320.00</u>	-	2075-000000-5800-407700-603038	(Security)
\$185,603.74			

BACKGROUND/EXPLANATION:

The management contract approved by the Board on June 21, 2006 was for the period July 1, 2006 to June 30, 2009. This increase will allow for the final payments to the Purchase Order (year 3 of the contract period), which expires on June 30, 2009. The management contracts are for a three-year period. However, the Purchase Orders are issued for a one-year period, based on the fiscal year.

The Parking Garage operating agreements are set up with a fixed management fee and an estimate of reimbursable operating expenses. There are a number of expenses that are difficult to estimate. These expenses include elevator repairs, snow removal, security, lighting, etc. The operator is required to provide backup materials to certify that the expenses are only for garage operations. The contract also includes a provision for payment of an incentive fee based on revenues generated.

MINUTES

Parking Authority of Baltimore City - cont'd

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved the expenditure of funds to pay for the increase to the Purchase Order for the Baltimore Street Garage for Impark/Danas Parking LLC.

MINUTES

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

ACTION REQUESTED OF B/E:

The Board is requested to approve an expenditure of funds to pay for an increase to the Purchase Order for the Market Center Garage for Republic Parking Systems, Inc.

AMOUNT OF MONEY AND SOURCE:

\$38,134.00 - 2075-000000-5800-407100-603016 (Operating exp.)
30,000.00 - 2075-000000-5800-407100-603038 (Security)
\$68,134.00

BACKGROUND/EXPLANATION:

The amendment to the management contract approved by the Board on April 30, 2008 was for the period December 31, 2007 to June 30, 2009. This increase will allow for the final payments to the Purchase Order (year three of contract period), which expires on June 30, 2009. The management contracts are for a three-year term; however, the Purchase Orders are issued for a one-year period, based on the fiscal year.

The Parking Garage operating agreements are set up with a fixed management fee and an estimate of reimbursable operating expenses. There are a number of expenses that are difficult to estimate. These expenses include elevator repairs, snow removal, security, lighting, etc. The operator is required to provide backup materials to certify that the expenses are only for garage operations. The contract also includes a provision for payment of an incentive fee based on revenues generated.

MINUTES

Parking Authority of Baltimore City - cont'd

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved the expenditure of funds to pay for the increase to the Purchase Order for the Market Center Garage for Republic Parking Systems, Inc.

MINUTES

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

ACTION REQUESTED OF B/E:

The Board is requested to approve an expenditure of funds to pay for an increase to the Purchase Order for the Redwood Street Garage for Republic Parking Systems, Inc.

AMOUNT OF MONEY AND SOURCE:

\$59,187.00 - 2076-000000-2320-253900-603016 (Operating exp.)
22,075.00 - 2076-000000-2320-253900-603038 (Security)
\$81,262.00

BACKGROUND/EXPLANATION:

The management contract approved by the Board on June 21, 2006 was for the period July 1, 2006 to June 30, 2009. This increase will allow for the final payments to the Purchase Order (year 3 of contract period) which expires on June 30, 2009. The management contracts are for a three-year term. However, the Purchase Orders are issued for a one-year period, based on the fiscal year.

The Parking Garage operating agreements are set up with a fixed management fee and an estimate of reimbursable operating expenses. There are a number of expenses that are difficult to estimate. These expenses include elevator repairs, snow removal, security, lighting, etc. The operator is required to provide backup materials to certify that the expenses are only for garage operations. The contract also includes a provision for payment of an incentive fee based on revenues generated.

MINUTES

Parking Authority of Baltimore City - cont'd

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved the expenditure of funds to pay for the increase to the Purchase Order for the Redwood Street Garage for Republic Parking Systems, Inc.

MINUTES

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

ACTION REQUESTED OF B/E:

The Board is requested to approve an expenditure of funds to pay for an increase to the Purchase Order for the Water Street Garage for Chesapeake Parking Associates.

AMOUNT OF MONEY AND SOURCE:

\$144,173.00	-	2075-000000-5800-407300-603016	(Operating exp.)
5,250.00	-	2075-000000-5800-407300-603026	(Mgt. & incentive fees)
<u>106,497.00</u>	-	2075-000000-5800-407300-603038	(Security)
\$255,920.00			

BACKGROUND/EXPLANATION:

The management contract approved by the Board on September 13, 2006 was for the term October 1, 2006 to September 30, 2009. This increase will allow for the final payments to the Purchase Order (year 3 of contract period), which expires on June 30, 2009. The management contracts are for a three-year period. However, the Purchase Orders are issued for a one-year period, based on the fiscal year.

The Parking Garage operating agreements are set up with a fixed management fee and an estimate of reimbursable operating expenses. There are a number of expenses that are difficult to estimate. These expenses include elevator repairs, snow removal, security, lighting, etc. The operator is required to provide backup materials to certify that the expenses are only for garage operations. The contract also includes a provision for payment of an incentive fee based on revenues generated.

MINUTES

Parking Authority of Baltimore City - cont'd

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved the expenditure of funds to pay for the increase to the Purchase Order for the Water Street Garage for Chesapeake Parking Associates.

MINUTES

Parking Authority of - Amendment to Parking Facility
Baltimore City (PABC) Operations and Management Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an amendment to the parking facility operations and management agreement with Chesapeake Parking Associates, for the Lexington Street Garage, located at 510 E. Lexington Street. The period of the agreement will be extended for twelve months through June 30, 2010.

AMOUNT OF MONEY AND SOURCE:

\$186,303.00 - 2075-000000-5800-407500-603026 Mgmt. & Incent. Fee
36,000.00 - 2075-000000-5800-407500-603016 Oper. Exp.
\$222,303.00

BACKGROUND/EXPLANATION:

The Parking Authority has evaluated and foresees the tremendous potential benefit of geographically grouping the City's parking facilities that require contracted professional management firms and has developed a schedule for undertaking this endeavor. This schedule requires that nearly all of the current management agreements receive extensions so that the termination dates for the anticipated groups are the same, while allowing the Parking Authority enough time to issue Requests for Proposals for the management of these groups of facilities. The Parking Authority expects to realize the following benefits:

1. Better management of the facilities

Managers and staff of one facility can be drawn on to assist at another nearby facility whenever the need arises (i.e. special events; emergencies). This will improve customer service and oversight of facilities operations (which means better controls and greater revenues).

MINUTES

PABC - cont'd

Parkers and parker groups will be more effectively shifted between facilities in order to maximize space utilization, customer satisfaction, and parking revenues. Currently, if a group inquires about parking at a garage that has a waiting list, they may or may not be referred to another PABC garage that is mere blocks away and has availability, but is operated by a competing firm.

Parking management firms will become, out of necessity, true experts in parking within the geographic areas they are operating. They will need to know, and will be better incentivized to know, "all things parking" in those areas (i.e. parking demand generators; parking supply; parking rates; new parking facility construction; parking facility renovations; trends; etc.).

2. Additional revenues (as a result of the items listed above)
3. Cost savings

Management fees are very likely to be lower per facility as a result of these groupings.

Personnel costs should be lower because of the ability to "share" management and staff between locations more easily.

Repairs and maintenance costs would be lower because management firms would be able to get quotes for multiple nearby locations.

Insurance costs should be lower with greater volume of spaces.

There would be less frequent garage management RFP cycles, saving the PABC and the garage management firms time and money.

The Parking Authority has been satisfied with the operation of Lexington Street Garage by Chesapeake Parking Associates and believes that continued operation with this operator during the restructuring process will be beneficial to the City and the Parking Authority.

MINUTES

PABC - cont'd

MWBOO FOUND THE VENDOR IN COMPLIANCE.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the amendment to the parking facility operations and management agreement with Chesapeake Parking Associates, for the Lexington Street Garage, located at 510 E. Lexington Street.

MINUTES

Parking Authority of - Amendment to Parking Facility Operations
 Baltimore City (PABC) and Management Agreements

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an amendment to the parking facility operations and management agreements with LAZ Parking Mid-Atlantic, Inc. and PMS Parking, Inc. The period of the agreement is effective upon Board approval for four years.

AMOUNT OF MONEY AND SOURCE:**West Street & Lot 33 (combined fees and expenses)**

<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>		
\$ 18,293.00	\$ 25,158.00	\$ 26,317.00	\$ 27,105.00	2076-000000-2320-254000-603026	Mgt. &
Incent. Fees					
273,715.00	278,367.00	281,799.00	286,100.00	2076-000000-2320-254000-603016	Oper. Exp.
36,000.00	36,000.00	36,000.00	36,000.00	2076-000000-2320-254000-603038	Security
Exp.					
\$ 328,008.00	\$ 339,525.00	\$ 344,116.00	\$ 349,205.00		

Marina Garage

<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>		
\$ 21,370.00	\$ 21,954.00	\$ 28,020.00	\$ 27,811.00	2076-000000-2320-253800-603026	Mgt. & Incent. Fees
278,129.00	288,033.00	290,765.00	297,937.00	2076-000000-2320-253800-603016	Oper. Expenses
<u>33,000.00</u>	<u>33,000.00</u>	<u>33,000.00</u>	<u>33,000.00</u>	2076-000000-2320-253800-603038	Security Exp.
\$332,499.00	\$342,987.00	\$ 351,785.00	\$358,748.00		

Lot 'O' - Ostend Street

<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>		
\$ 3,900.00	\$ 4,750.00	\$ 5,500.00	\$ 6,000.00	2075-000000-5800-408000-603026	Mgt & Incent. Fees
<u>15,223.00</u>	<u>15,283.00</u>	<u>15,343.00</u>	<u>15,403.00</u>	2075-000000-5800-408000-603016	Oper. Exp.
\$ 19,123.00	\$ 20,033.00	\$ 20,843.00	\$ 21,403.00		

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PABC - cont'd

BACKGROUND/EXPLANATION:

Baltimore City through the PABC and other contracting agencies prior to PABC's existence has contracted with various management companies for the management of parking facilities owned by the City. The PABC is responsible for the management, supervision and auditing of those contractual relationships.

The Parking Authority solicited proposals from parking management firms for the operation of the Marina Garage, the West Street Garage, Lot 33 and Lot 0 as a group or "Block". Seven proposals were received in response to the RFP. The proposals were reviewed by a three-person independent panel.

The evaluation criteria was provided to the management firms as part of the RFP were utilized by the panel for review in scoring the proposals. The panel scored each proposal and ranked the proposals according to their relative scores. The firms that submitted the three top scoring proposals were invited by the panel to give brief presentations on their firm and answer outstanding questions on their proposal. The panel then revisited and finalized their rankings.

After the evaluation and ranking was completed by the panel the required MWBOO package submitted as part of each proposal was taken to the MWBOO office for the top scoring proposal, where it was evaluated for compliance with the City's Minority and Women's Business Program requirements.

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PABC - cont'd

The top ranking MWBOO compliant proposal was then recommended to the Parking Authority Board of Directors who accepted the recommendation of the panel. The top ranking MWBOO compliant proposal was then submitted by LAZ/PMS.

MBE: GE Thompson Landscaping, Inc.	\$133,600.00	16.43%
Watkins Security Agency	250,000.00	30.75%
Admiral Elevators	14,835.00	1.82%
	<u>\$398,435.00</u>	
 WBE: Cyantif*, LLC	 \$ 26,200.00	 3.22%
Sue-Ann's Office Supply	3,000.00	0.37%
BFPE International, Inc.	5,120.00	0.63%
B&B Lighting Supply	*17,323.00	2.13%
Curry Printing & Copy Center	10,500.00	1.29%
Letke Security	29,957.00	3.69%
	<u>\$ 92,100.00</u>	

*Not more than 25% of each goal may be attained by expenditures to MBE/WBE suppliers who are not manufacturer; therefore, the maximum value allowed has been applied.

MWBOO FOUND VENDOR IN COMPLIANCE.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the amendment to the parking facility operations and management agreements with LAZ Parking Mid-Atlantic, Inc. and PMS Parking, Inc.

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Department of Real Estate - Land Disposition Agreement,
Assignment of Lease and
Maintenance Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize the execution of a land disposition agreement (LDA), an assignment of lease for the property known as Tax Map #5, Parcel #247, 98-acres of land located in Anne Arundel County to Glen Abbey V, LLC and Glen Abbey III, LLC (collectively, the developer).

The Board is also requested to approve a maintenance agreement for the land known as Pennington Avenue Landfill, located in Baltimore City, Block #7165, Lots 38, 38A, 40, 41, 42, 43, 44, 45 and 46 with Glen Abbey V, LLC.

AMOUNT OF MONEY AND SOURCE:

\$2,000,000.00 - Purchase price

BACKGROUND/EXPLANATION:

On February 3, 2006, in response to a Request for Proposal, the Department received a proposal from the developer for the purchase of Parcel #247, 98-acres of land located in Anne Arundel County. The developer agreed to acquire the 98-acre site subject to the existing lease agreement for part of the site. The Board approved a lease on October 8, 2003 with A&A Recycle and Sand, Inc. for 21.27-acres of the site. This lease term is ten years, which expires on October 1, 2013 and contains two 5 year renewal options.

Under the terms of the LDA, a portion of the 98-acres (42.77 acres) will be developed for 200 residential units in accordance with the zoning requirements of Anne Arundel County and the remaining portion will be used for open space, wetland and as a buffer to the industrial area to the south of this site. The

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Department of Real Estate - cont'd

total project will include the development of 1,500 residential units. As the developer completes the build out of the 98-acres and adjoining parcels it owns, it is anticipated there will be a need to upgrade the level of services and make other safety improvements in the vicinity of the intersection of Aspen Street and Pennington Avenue.

The developer has agreed to post a Letter of Credit in the amount of \$500,000.00, which the Department of Transportation will, in its sole discretion, utilize to make intersection and safety improvements. The developer will post the Letter of Credit at the time that it applies to the City for intersection or development access to Pennington Avenue. The Letter of Credit will continue for the normal period of time as would be reasonably required by the City for similar roadway improvements but will expire no later than two years following the date of application.

The developer will also enter into a maintenance agreement for the property known as the Pennington Avenue Landfill. The developer plans to repair the damaged areas to the cap, stabilize the disturbed areas and remove any trash or debris existing on the surface of the cap. The developer will also install security fences and gates to protect this area from future degradation.

The developer has agreed to commit \$1,800,000.00 for these repairs. The term of the maintenance agreement will begin upon Board of Estimates approval and will continue for an initial period of 40 years with an automatic renewal of two additional 20-year terms. If the cost of stabilization requires more than \$1,800,000.00, the developer has the option to terminate the maintenance agreement and provide the City with the \$1,800,000.00. The City will have the right, at any time, after 90 days written notice, to terminate this maintenance agreement. The developer will maintain the landfill in a condition that is

MINUTESDepartment of Real Estate - cont'd

reasonably acceptable to the City. This will include but not be limited to periodic clearing and cleaning, grounds care, repairing any penetration of the cap, and such other maintenance as may be necessary from time to time and in accordance with the maintenance schedule. The developer will post a Performance Bond with the City in the amount of \$1,000,000.00. The Performance Bond will be at the expense of the developer or the permitted assigns will remain in effect for the term of this maintenance agreement.

STATEMENT OF PURPOSE AND RATIONALE FOR SALE BELOW THE APPRAISED VALUE:

The property known as Tax Map #5, Parcel #247, 98-acres of land located in Anne Arundel County appraised on September 27, 2008 for \$9,600,000.00. This value assumes that the property has no adverse development constraints or the need for any environmental remediation. Currently, neither of these conditions is true, this site suffers from a difficult topography, was formerly used as a sand and gravel mining facility and was used for illegal dumping for years. The Department of Public Works confirmed that this site is in need of substantial environmental remediation.

The property known as the Pennington Avenue Landfill was appraised and it was determined that this site had a negative value due in part to the environmental conditions of the property. Because of the past history of environmental and blighting conditions at both sites, the projected costs for the remediation will be \$6,600,000.00 for Parcel #247 and \$1,800,000.00 for the Pennington Avenue Landfill for a total of \$8,400,000.00. Therefore, it is requested that the Board approve the conveyance of this site for a purchase price of \$2,000,000.00.

LETTERS OF PROTEST WERE RECEIVED FROM LEITESS LEITESS FRIEDBERG + FEDDER PC, ON BEHALF OF STEWART MITCHELL, INC., THE SOUTH BALTIMORE BUSINESS ALLIANCE, ENFIELD, LLC, A-A RECYCLE & SAND, INC., AND VALLEY PROTEINS, INC.

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Department of Real Estate - cont'd

MBE/WBE PARTICIPATION

The developer signed the Commitment to Comply with Article 5, Subtitle 28 of the Baltimore City Code (2000 Edition) regarding participation by Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE) on this development project.

(FILE NO. 56032)

President: "We have a second protest, Pages 97 through 100, Department of Real Estate Land Disposition Agreement, LDA for 97 acres for land in Anne Arundel County to Glen Abbey, approve the Maintenance Agreement to the Landfill, Pennington Landfill. This is your chance, don't all jump up at once. I know that we have five protestants."

Mr. Walter Horton, Real Estate Officer: "Good morning, members of the Board of Estimates. Presented here before the Board for approval is a Land Disposition Agreement for 98-acres of land located in Anne Arundel County. A Maintenance Agreement for the Landfill and an Assignment of a Lease Agreement for the 98-parcel, as well. The 98-acres are located in the Anne Arundel County is adjacent to the City County line, and next to the closed Pennington Avenue Landfill. The developer, Glen Abbey, who owns additional parcels in Anne Arundel County on which he plans to develop 1,500 units of workforce housing. Workforce housing will be supported by the BRAC Initiative. Approximately, 200 units will be constructed on our 98-acres

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located in Anne Arundel County. The property is being sold for a purchase price of \$2,000,000.00, and as we have information from the Department of Public Works that this site has been a constant site for dumping over for many years of hazardous materials, and it is in need of substantial remediation. I want to talk a little bit about the landfill property because there were some concerns for the landfill. The landfill is not a part of the original RFP. We responded to the developer's request to purchase that land separately from the RFP. In doing so, we met with the community association on January '07. We also placed a notice in the Sun paper on March 3rd, and we had final approval - the closing date being April '07, for solicitations for the landfill portion which is going to be used as a buffer and as a bird sanctuary by the developer. At the close of that period, we received no additional offers and we proceeded with negotiating a maintenance agreement, which the Law Department will get into detail as to the terms and conditions of the maintenance agreement. So, I want to make certain that the air was clear relative to the landfill not being a physical part of the RFP process."

President: "Can we just -- because there are five different protests and there are about four main parts of the protest. If we could go over those four main points and if they have any

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other points to make, we could do it like that. You think that works?"

Mr. Horton: "That is correct."

President: "The first one was that the sale is significantly lower than the appraised value of \$9,800,000.00."

Mr. Horton: "\$9,600,000.00 was the appraised value. The site, as I have indicated earlier, is contaminated severely with weeds for remediation, both from toxins. The appraisal is offset by the price of remediation of \$6,600,000.00, as it relates to the 98-acres and \$1,800,000.00 as it relates to capping the landfill. Given those figures, the City will also, in addition to receiving two sites that will either be capped and/or remediated, we will also receive \$500,000.00 relative to the transportation and safety issues."

President: "Any questions from Board members on the appraised value issue? Okay. Traffic concerns."

Mr. Horton: "Traffic concerns, I am going to let Jamie Kendricks speak towards traffic concerns."

Mr. Jamie Kendricks, Deputy Dir. City Dept. of Transportation:

"We have had extensive opportunity to meet with SBBA and other protestants today on the issue. I certainly appreciate the nature of the issues they raise. I think there is a general land use policy that has been fairly well settled on this

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question. Then the question turns to A, is there an adverse traffic impact and B, if so, what to do about it? On the question of adverse traffic impact, the proponents, participants earlier on suggested that a Traffic Impact Study might be required under the City's Ordinance. In fact, because the vertical development is occurring in Anne Arundel County, we cannot compel a Traffic Impact Study. I do know that the State Highway Administration, which is providing an access point off of Ritchie Highway, has conducted several Traffic Impact Studies with the developer and has issues set to be resolved there. With regard to the City side, we think there is two significant parts of this agreement. First, is that the developers agreed to not proceed with the Aspen Street intersection at Pennington until at least 900 units are under construction or at least permitted by the County, and secondly, the developers agreed at such time as those units are permitted and he begins to proceed with access to Aspen Street, that there is a \$500,000.00 letter of credit that has to be posted to address any safety issues which may arise. Our traffic engineers have spent a considerable amount of time studying this. As a general matter, we are not concerned with the mix of commercial and residential traffic in the area, if for no other reason than it exists today with the Curtis Bay Brooklyn communities being just north of the

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site and the mix of vehicles is both residential as well commercial industrial. So, we are prepared however to work with SBBA, as the LDA indicates, on the issues. There are some safety improvements, which could be done. They don't rise to the level of being such a concern that this ought not go forth. Thank you."

President: "We have the Homeowner Association issue that the Homeowner Association will assume the obligations of the landfill maintenance agreement."

Mr. Larry Jenkins, City Law Department: "I can partially address that, but I also want to point out that the developer Mr. McAllister, as well as his attorneys, Mr. Sheehan and Mr. Brown, are here and can probably answer in more detail the questions. But in general, this is a large community of 1,500 houses that will be developed over phases in a number of years. There will be an HOA that is formed which is typical of such large-scale developments and as part of the responsibility of the HOA, they will assume the maintenance obligations for this particular landfill once it has been stabilized and by that I mean the cap is repaired and grass is growing. So, they would have the maintenance responsibilities, cutting the grass, keeping it secure, etcetera and that would be a part of their -- meaning the purchasers overall monthly HOA fee. Which my

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understanding would be in the neighborhood of about \$40.00 or \$50.00 per month. So, I think that responds to it, but the developer can address it in more detail if there are questions."

President: "There is one other issue that I missed on there and that was the protest concern that this transaction constitutes a Sole Source Public Works project and as such, should have been competitively bid."

Mr. Jenkins: "I will address that one, as well. I think that the protest is indicating that because the developer is coming forth in this situation, the developer has committed to expend a \$1,800,000.00 towards the stabilization of the landfill. Obviously, there is going to be a bond purchase of about \$1,000,000.00 to back that up, that that constitutes a Public Works project. It is the Law Department's view that one; this is not procurement. We are not putting anything out for purchase. The developer is willing to step up to the plate and spend \$1,800,000.00 to repair our piece of property, meaning the landfill, and then on an ongoing basis the HOA, once the obligation is turned over to the HOA, will continue to maintain it, which we think is of benefit to the City. In this circumstance, there is no money being spent by the City. If in fact, when we go through the process of consulting with MDE as to the things that need to be done to the landfill, if it costs

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more than the \$1,800,000.00 that the developer has pledged, one; the developer can come up with more additional funds to do it, if he chose, the City at that point and time could determine that it wants to spend additional money and/or if it costs more then the developer has the right to withdraw. If he withdrew at that point and time, he would contribute the \$1,800,000.00 to the City. The City would have it and then the City would go through a process, a bidding process a public process where we would secure the best bid. In this circumstance, where you have in effect the developer contributing the funds, I don't see there is a procurement type of issue."

President: "And finally, I know I said finally before, but this will really be it. There is an issue about the assignment of the lease raised by A-A Recycling Sand saying that the lease signing between Glen Abbey and Cherrywood for the Board approved action, there was no disclosure regarding possible sale of property. Do you have that?"

Mr. Jenkins: "Yes, I can address that one, as well. I don't have the specific dates. Mr. Horton can give us those. But the only recycling -- I do have them, I am sorry. The lease was entered into on October 8, 2003. The process for the development of the 97-acres did not start until April 2004, so it was months afterwards. The lease that was entered into and I

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think the initial term was 10 years, which expires in 2013. There are two 5-year renewals which could take it out to 2023, did provide that the City could assign the lease or, in effect, transfer the lease to someone else, which is what we are doing. So, that the developer in terms of paying the \$2,000,000.00 is taking the 98-acres subject to this roughly 20 acres of land for this lease. If the tenant remains in good standing, meaning pays it's rent, not otherwise in default, it will have the option to renew it for two additional terms, which means that it could remain at the property until 2023."

President: "Okay. Before I go over to the protestants, I just want to acknowledge that we did receive a letter of support from the Concerned Citizens for Better Brooklyn. So, we have laid out the framework. I know that many of you have similar issues in your letters, if we could just work together on being concise. State your name please."

Mr. Robert Flanagan, representing E. Stewart Mitchell, Inc.:

"Madam Chair, members. I am going to talk about a couple of issues and then there are various specific property owners and I am sure they are not going to repeat what I have to say and I won't go over their areas. Just addressing two points that I think all of us just learned about this morning from the City representatives. First of all, the idea that you issued an RFP.

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You distributed it very widely. You got a very substantial number of people who showed up at the initial meeting. You then went in to exclusive negotiations on the 98-acres ostensibly, that is what the public knew. Then in the middle of that exclusive negotiation, there was a total change that added the Pennington Landfill. What did the City do? The City issued or published in the newspaper. Now, aside from the legal issue, because you have your own legal counsel, I would suggest to you that the way to be sure that -- no one knew what was happening here -- was to put it in the newspaper as opposed to sending it to -- You have all these interested business people who were knocking on your door, expressing concern and interest in this property and instead of sending them notice -- you had a mailing list, you knew who they were. You published in the newspaper. I think that is very, very, very questionable."

President: "You do realize that the Pennington landfill site was not or is not a sale?"

Mr. Flanagan: "Well, I think there is a question of how it should be characterized and I think the fact that it is not a sale --."

President: "Are you questioning the fact that it is not sale?"

Mr. Flanagan: "No, actually what we said in our presentation was -- the fact that it was not a sale is indicating that you

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actually are issuing an exclusive RFP -- public works project. You are giving the developer an offset against the price of the 98-acres on account of the \$1,800,000.00 that he is doing. So, in effect you are giving him a sole source contract, effectively for that offset. So, we think that the process is flawed in that respect not only because there are problems with what is a sale and what is not a sale. But, if I could go on and talk about in general -- one other thing, your counsel mentioned that if the price exceeded \$1,800,000.00 that there would be certain options on the part of the City and certain options on the part of the developer to withdraw or to make adjustments. I have read the contract documents as they were presented to the businessmen involved here. That is not covered at all. So, I don't know where that is, or how -- maybe we didn't get all the documents, that is very possible, but it was not in the documentation that was presented to us. But, let me talk about this on a broader scale, okay? The RFP was issued in November 2005. The developer was granted exclusive negotiating rights. In '08, the County Council issued authorizing legislation for the sale of 98-acres. A point that I will make to you is since all of that happened, the world has changed. Your world and everybody else's world has changed dramatically. You have had a total bust in the real estate market, the residential real

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estate market. You have high unemployment that is very, very problematic. It is continuing to grow. You are facing a fiscal crisis. The State is facing a fiscal crisis. Governments are having to cut. So, let's dissect this proposal in light of those changes. What this proposal does is it adds 15,000, it helps the developer add 15,000 residential units on the market that competes with all of that backlog of residences that people are trying to sell in the City of Baltimore.

President: "1,500."

Mr. Flanagan: "Oh, 1,500. Excuse me."

Are you getting \$2,000,000.00 for a property that I think is very questionable, in fact, you could get substantially more for that property. You are creating traffic problems and a very hostile environment for a group of industrial businesses that generate the very kind of jobs that combat the unemployment that you are trying to eliminate. These are very, very good blue-collar jobs and this property is being described as probably the best job generator, potential job generator as industrial property, warehouse property in the entire area. This is a deal that looks in the rear view mirror to what might appear to be a good idea, back in the past. It is clearly a very bad idea, right now. Let me talk about some of the issues that we have already gone over. The Pennington Landfill again, I think that

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is a switch and the newspaper advertisement it was not -- certainly is a matter of policy -- I will leave the legal conclusions to your lawyer -- was not a way to bring additional people in to know what was going on and to participate. Let me talk about the issue of the Homeowners Association being responsible for the landfill. I believe it was your counsel talked about cutting grass. Taking care of the ongoing responsibility of a landfill is a much more -- which has hazardous waste -- is a much more involved process than that, for sure. There is a concept in procurement of a responsible party. I would suggest to you that the Homeowners Association is not a responsible party to be taking care of the ongoing work that needs to be done for a landfill. The testimony was that the landfill was going to be fenced. I can tell you in my prior public service, one of the most difficult problems is when you want to put a fence up and it seems like that should be the end of the issue, there are people in the public who have a way of cutting through that fence, getting on their property and going where they want to go and right now that property has been degraded because people in the public go on it and do damage. If that occurs in the future, it is going to create terrible conflict. So, you have the issue of fairness to unknown purchasers. They have potential liability and yes, there are

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certain -- we passed the Brownfield legislation several years ago that creates a concept of inculpable persons so that there is limited liability. But, that is not bullet proof. The Homeowners Association could very well become liable for exacerbation is the legal term."

President: "How is that the issue for your client?"

Mr. Flanagan: "Well, very much so. Because if the people in this neighborhood, who move in, feel like, well to use a term, that they 'got the shaft'. That the developer or the City or County pulled the wool over somebody's eyes and they ended up not just owning the home that they wanted to own for their families, but having the terrible responsibility for a landfill that perhaps is way over their heads, these people are not going to be very happy. They are not going to have a good sense of community. They are going to feel aggrieved. They will be very difficult neighborhoods."

President: "I still have not figured out how that matters to your client."

Mr. Flanagan: "Well, my client is adjacent to this property. They are going to feel aggrieved. They are going to feel angry. They are going to be difficult to get along with. They are going to be difficult to cooperate with and I think that will have a very serious impact on my client and my client is very

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concerned about that. There are all sorts of problems related to turning this over to the Homeowners Association. What sort of notice do you give to purchasers of this property?"

President: "What is the disclosure and the requirement for the disclosure? You have to speak into the microphone. Is that available?"

Mr. Jenkins: "Mr. Sheehan why don't you come forward."

President: "Good morning."

Mr. David Sheehan: "I am here on behalf of the developer, along with Michael Brown."

Mr. Michael Brown: "Good morning distinguished members. Michael Brown on behalf of the developer."

Mr. Sheehan: "The question of the Homeowners Association is one that seems to be a red herring here. Number one, the Homeowners Association has very clear documents that have to detail out every single disclosure. It is a matter of State law. The developer has no interest in not making full and complete disclosure to every potential purchaser."

President: "When you say full disclosure about everything, what do you mean?"

Mr. Sheehan: "Well for example, obviously, we would disclose the maintenance agreement. The long-term responsibilities of the Homeowners Association at some point and time when it was turned

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over to continue to maintain the landfill, to prevent any degradation; and to prevent any issues that would otherwise be addressed by maintenance; to prevent the trespass onto the property; and to securitize it in a manner that it is not in right now. The problem right now is it suffers continuing degradation and lack of maintenance and that is one of the real advantages to the City that the property will be maintained and obviously it benefits the developer and the future residents, because the property will be maintained. The thing that would hurt all parties is if the current status quo continues in effect, which means that the property will continue to be degraded, trees will puncture the landfill area and you will have some continuing erosion. The methane gas system will not be maintained. I do have a good example for you. These are pictures of the existing methane removal system at the landfill. They have not been maintained for years. This is one of the things that will be accomplished under the overall maintenance agreement. It is a fair agreement for the City. It is a very fair agreement for all the future residents. They will have full complete knowledge of the responsibilities that they are undertaking. A HOA of this size of 1,500 homes paying \$40.00 or \$50.00 a month is going to be a very formidable organization. We anticipate that the overall maintenance costs are

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approximately \$50,000.00 a year. Which is a fraction maybe 7% or 8% of the overall HOA budget."

President: "What responsibility does the HOA have for remediation?"

Mr. Flanagan: "There is no current need for remediation other than the \$1,800,000.00 that we have detailed in a budget. It goes to very specific areas of capping the landfill and certain areas of filling in the degraded areas, of cutting down the trees that are a continuing problem, in terms of punctures, and overall dealing with the methadone gas system removal. Last, but not least and most importantly, erecting barriers around the landfill and providing for the ongoing security so that that security will not be breached in the future by four wheelers, three wheelers, motorcyclists, and other people conducting illicit activities on the property."

President: "What happens if the estimates for remediation are wrong and the costs for remediation sky rocket? What is the responsibility for the HOA at that point?"

Mr. Jenkins: "I know that Mr. Horton did send out the version of the maintenance agreement to SBBA and I am not sure to who else, but there is a paragraph in the maintenance agreement that deals with the developers' obligations that says, 'that should MDE, meaning the Maryland Department of the Environment require

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the expenditure of more than \$1,800,000.00 in order to grant its concurrence to this stabilization or should the cost of the stabilization and the update and required work under such and such sections, which is where the list of things that need to be done are listed, exceeds the sum of \$1,800,000.00, then the developer shall have the option to one, provide additional funds necessary, or the City may agree to contribute funds necessary to complete the stabilization. In which event, the maintenance agreement shall continue in force or two, the developer may pay the \$1,800,000.00 to the City to be utilized by the City to make repairs to Parcel B, except that the City, in its sole discretion, shall not be required to expend more than \$1,800,000.00. So, I guess in kind of response and following up on what Mr. Sheehan is saying, the terms of this in the terms of what the Homeowners Association will do once it assumes responsibility, is a maintenance type of thing. Cutting the lawn, making sure the trees are removed or the fencing, etcetera. If there were a major remediation issue that came along which again, this landfill has been closed now for, I think, over 25 years. Is that right? If there was something like that and the HOA was not in the position that they either chose to or could take on that responsibility, we have an out in

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here that the City at any time could give 90 days notice to the HOA that we want to terminate the agreement and then the City at that point in time would perhaps assume that responsibility. So, we have preserved in here our right to take this back at some point in time. It may be that 25 or 30 years from now that this landfill which was again, a closed landfill, may be a piece of land that could be developed for some purpose that it can't now. So, we have tried to preserve that particular right to the City by giving notice to the HOA that we want to terminate this particular agreement."

President: "Okay."

Mr. Brown: "If I could just emphasize Madam Chair. The document --"

President: "You have to state your name again."

Mr. Brown: "I'm sorry, again Michael Brown on behalf of the developer, Glen Abbey Homes. The document contemplates that the developer will make the remediation. The HOA will be in a position after that remediation is completed, subject to the provisions provided by Mr. Jenkins, to maintain the property. So, the red herring is what we call it in the law, of saying that the HOA will not be capable when there has been no examination that the \$1,800,000.00 is not enough to make the remediation really isn't an issue which affects the document and

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or affects the ability of this Board to grant our request today."

President: "Okay."

Mr. Flanagan: "Well, when think when I suggest that the Board ought to be concerned about is the continuing responsibility of the HOA. Not -- First of all, it will fall upon Comptroller Pratt to certify whether the remediation by the developer has been done properly. So, it sort of puts the Comptroller in the middle of any future problems between the Homeowners Association and anybody else who might be harmed if future problems develop, because they are going to be pointing fingers. This landfill is in the City. So, it will have impact if things go wrong here, it will have impact on the City and its residents. It is interesting and I mention this in my letter, the developer sort of downplays any risk or liability but this documentation has very clearly set up two separate LLCs, Glen Abbey III and Glen Abbey V, okay. One of those LLCs takes the 98-acres that is going to be sold as building lots to builders and then sold to the customers. The other LLC completely, separate and distinct, is going to take the landfill and all the responsibilities for the landfill and then at the end of the day, turn that over to the Homeowners Association. What I point out is the builder's very sophisticated builders are then shielded from this

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transaction. So, homeowners are going to be stuck with liability and concerns and responsibilities that the developer is shielding the builders from. I suggest that there are serious problems here. There are going to be serious disputes down the road as this gets implemented. Problems have already occurred with trespassers coming in on the property, ripping it up, and causing hazards. There is certainly a good potential that the Homeowners Association is going to have to deal with those same problems in the future and its really going to be a problem and embarrassment for the City if you don't get the benefit of your bargain here. Yes, you can take it over in the future, but I think a lot of questions will be raised why you did the deal in the first place and then now, why you are going to have to take it back over when the developer got credit for the fact that he was taking this off your hands. So, I hope -- let me just say one other thing, given the change in the economic climate, I think this project could be something entirely different. This could be a job generator, not a project that competes with residential units that are on the market in the City right now. No, it is not 15,000 I am sorry. It is, 1,500 I'm a little dyslexic. But, 1,500 is still -- why sign off on a project that creates competition with all those residential units. There are people here that could tell you

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this project works in unison with Anne Arundel County -- this project could be a job creator and it would put more dollars back in terms of not only job creations, but cash coming back to the City to deal with your financial problems. Thank you."

President: "Any additions from any of the other representatives?"

Mr. Craig Blinke: "Thank you Madam President, Madam Mayor. My name is Craig Blinke and I represent the South Baltimore Business Alliance. I will try to be brief and not hit the points that Mr. Flanagan covered. South Baltimore Business Alliance is a group of approximately 25 industrial businesses in south Baltimore. We are the businesses that employ a lot of Baltimore's young coming out of high school. They come to work for us, working construction, driving fork trucks, warehouses, cold piers, recycle businesses, things like that. So, we employ a lot of people directly out of Baltimore City. We have been concerned about this project for the past 5 years or so. We have worked with the City on it. I will go down a couple of points. I will try not to hit what Mr. Flanagan said. Our biggest concern with the turning over of the landfill to the homeowners is a lot of our members are direct property owners right up against this landfill; something goes wrong in the future, the developer has gone, Glen Abbey V or whichever number

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it is no longer exists, the homeowners say I am not participating in this now. Our adjoining property owners are stuck with a hazardous site and nobody is around to fix it. That is our biggest concern in plain language."

President: "But, you realize that if it becomes a problem for City businesses, that would be grounds for the City to end the agreement?"

Mr. Blinke: "Right, The City would take over responsibility for the landfill at that time?"

President: "Right."

Mr. Blinke: "Okay. That is all I wanted to make clear. The other topic, we worked with Jamie Kendrick on traffic. We have been working on traffic since the start. This is a Baltimore Development Corporation map that shows the MIZOD I would like to thank you Madam President and Madam Mayor, for approving the MIZOD. It was a great help to us as businesses in the area. This is a map of South Baltimore. This is MIZOD. This dark area here is all W3, I mean M3 and M2 zoning. Aspen Street is not shown on this map, it is right here on the bottom. But, what is going to happen is this development, which is off the map in this area here, is going to have access to Ritchie Highway, up here, and Pennington Avenue. If you have ever traveled Ritchie Highway with all the lights on it and you have

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got the opportunity to skirt out of a 1,500 --."

President: "When you say you don't access on Aspen, you mean once it gets past the 900 units?"

Mr. Blinke: "Yes. We are going to dump 1,500 homes, the cars of 1,500 homes, which the developer claims is 10% of the community. If you know that area, you know if you have a choice to go out on Ritchie Highway, with all the lights or Curtis Bay, and shoot up into Baltimore, it is a far easier and faster on Pennington and Curtis or going onto Ordinance. Our concern is, we were going to dump 1,500 --."

President: "If you go to Ordinance, would you use that same Aspen?"

Mr. Blinke: "Yes."

President: "Okay."

Mr. Blinke: "Everything has to come out on Aspen in the heart of the MIZOD. We are concerned that as a member of the SBBA, we are a member of BIG, The Baltimore Industrial Group -- we are concerned that this is going to look like Locust Point at Domino Sugar and Canton at Boston, when 1,500 homes that the City has no control over here in Anne Arundel County, dumps into the middle of the MIZOD. Four hundred gasoline trucks enter Pennington within two blocks of this intersection, every day. We are going to dump this residential traffic on the City, which

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the City gets not one dime for handling. You get all the traffic at this point you don't get a dime to handle it. That is our biggest concern. Through Jamie we proposed that the developer use an exit into Church Street up here in this residential community. Take this traffic off Pennington. My understanding is the developer turned down that offer. Okay. We feel that you can take it out up here, you can take it out into Anne Arundel on Church Street, it stays out of Baltimore City."

President: "Mr. Kendrick."

Mr. Kendrick: "Good morning again. Two issues, one is we are receiving more than a dime. We are actually receiving \$500,000.00 to deal with the issues."

President: "State your name again."

Mr. Kendrick: "I am sorry. Jamie Kendrick, Transportation."

President: "Thanks. I know that you know we know who you are, but this is just in case--."

Mr. Kendrick: "For the record."

President: "Yes."

Mr. Kendrick: "So we are receiving \$500,000.00 as we discussed earlier for potential safety improvements in the area, which is guaranteed by a Letter of Credit. With regard to Aspen Street, I would not say that we recommended it, I would say that we

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agreed to explore it as an option."

President: "You mean Church Street."

Mr. Kendrick: "I am sorry, Church Street exit. We agreed to work with the developer and explore it as an option. After looking at the topography of the area and the capacity of Church Street, we decided, with the developer, that was not the best route to proceed. In all candor to be sure, you know the community would be raising equal concerns if the traffic were quote 'dumping on to Church Street as well'. Excuse me, yeah to Church Street. I mean we looked at it. We just did not think it was practical for a variety of engineering reasons."

President: "I guess the next question is, if the preferred exit from the development is out to Ritchie Highway?"

Mr. Kendrick: "Yes."

President: "What things can be done at Aspen Street once you get past the 900 mark, to make it an access point, but to make it a less desirable option to reduce the number of vehicles that would be used there."

Mr. Kendrick: "Well, first of all my experience with traffic tells me that once people establish their routes, they are pretty well established. So, once people are used to heading out to Ritchie Highway, you know the first 900 or so residents, they will by in large continue to do so. I mean, I know that just

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from my own personal experience of day care every morning and dropping off my daughter, my pattern is my pattern. Second, with regard to Aspen and Pennington, one of the things that we have discussed is making it right in and right out only. So, you can only head southbound to Ordinance and not head north up through Pennington and -- towards Patapsco Avenue. So, I think there are a lot of things we can do with regard to safety improvements. We have talked about additional signals that could be actuated as trucks are exiting the various tank yards. We talked about shoulder improvements to offer bypass lanes. We have talked about other traffic calming devices, in the broader sense of the word, that could be used on Pennington. So, I think there are a variety of options that we are committed to working through with SBBA and others in the area."

Mayor: "Is this in collaboration with Anne Arundel County?"

Mr. Kendrick: "At a certain point, Anne Arundel County and the State Highway Administration play a part in this. They had to permit or not permit the various access movements off of Ritchie Highway. Certainly, anything that is pushing traffic towards Anne Arundel County we would want to, just as a matter of good course, consult with both the county and State Highway on."

Mr. Blinke: "I have one more topic to go over. It is the \$2,000,000.00 sale price. If you look on my handout here,

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there's one point -- there are seven acres for sale, a quarter of mile, half a mile from this property on Ordinance Road in Anne Arundel County, this W2. That property is being sold for \$1,200,000.00, seven acres. There is 22 acres of W2 involved in this site right here that is worth, if you value it based on \$1,200,000.00 for seven acres, it is worth almost \$4,000,000.00. So, right there just for 22 acres it is worth \$4,000,000.00, so we think the price is ridiculously low, and finally --."

President: "Do you know anything about the remediation and any need for remediation on that property?"

Mr. Blinke: "Well, if you add the \$1,800,000.00, it brings it him up to \$4,000,000.00. So he has two in sale, \$1,800,000.00 remediation. He is in for \$4,000,000.00."

President: "No, no, no. That property."

Mr. Blinke: "Oh no."

President: "You don't know the condition of that property at all?"

Mr. Blinke: "No."

President: "So, do you know if it is an adequate comparison?"

Mr. Blinke: "No. I just got it off a web site and the sign is up on the main road as you go down Ordinance Road. I figured the W2 is fairly comparable. The final thing that I would like to say is, as business members of the South Baltimore Business

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Alliance, we feel it is a poor use of this property for the simple reason, it is zoned W2. It sits on a railhead. It sits on 50 feet of water and it adjoins the beltway. It is ideal for a hazardous site to build warehouses and things like that that could tap this facility. Number one, we don't know why you put houses near it or by it or anywhere. Number two, the houses will be up against heavy industry that was deliberately moved there by Baltimore City many years ago. People like Valley Proteins and things like that, they would be away from communities. Now, we are going to give them access and put them right back into one of the heaviest industrial areas in Baltimore City. It would be better used for jobs and things like that as W2 or W3 property that could generate jobs and with that I will close."

Mayor: "Is BDC involved in this at all? I am just curious based on some of the information that is coming out today. They have experience in this area."

Mr. Kendrick: "Certainly. With regard to the traffic issues, Larysa Salamacha, who manages their industrial program, was at the table for all the discussions about traffic and certainly raised some additional issues."

Mayor: "Not from the development perspective?"

Mr. Kendrick: "Not from the development -- I will have to defer

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to Walter. My understanding is its not from the development perspective. I would say and again Planning is not here either, but from the MIZOD perspective my understanding has always been that the either was to create a buffer zone around it. Which is certainly done with the Bird Sanctuary. Which is certainly done with the other lighter industrial uses, as you get a little bit further away. So, certainly from the planning perspective you have created the buffer that was intended to be created around the MIZOD."

President: "Anything else to add, Mr. Horton? Any other representatives who wish to be heard?"

Ms. Peggy Jeffra, A-A Recycle: "My issue is --"

President: "Pull the microphone right on down to you."

Ms. Jeffra: "My issue is with the lease assignment. We are the lessee with the 21.7 acres of the 98. The Law Department said that there was no interest in sale on the property until 2005, and I disagree with that. I have a letter from Mr. McAllister's attorney July 2003, setting out a proposal to buy the 98-acres. One of the options, number two, was to relocate the potential lessee, us. Because our lease had not be approved when he applied to purchase the property. So, if our lease would have went through, he intended to relocate us anyway. His third option, as far as I was concerned, made the most sense. He

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wanted the City to sell him the residentially zoned portion on the other side of the pipeline and he even offered to pay for the subdivision of it. That would have left the industrial property alone. Our lease has been assigned to him. We have not been able to use this property because of issues that have arisen and after receiving this letter, we knew we were going to be relocated. It would be stupid business to spend \$500,000.00 to \$1,000,000.00 just to prep the property to do the business we intended to do on the property and not stay there long enough to recoup our expenses. It makes no sense."

President: "So, is your issue with your lease holder or with us?"

Ms. Jeffra: "It is with both."

President: "So, what is the City's issue?"

Ms. Jeffra: "My issue with the City is, that Mr. McAllister wanted to purchase the property in the summer of 2003, he requested that. We had been working on this property since the summer of 2000, to try to get special exception do all due diligence to get the lease. The Board of Estimates approved the lease in October. That was three months after Mr. McAllister made these acquisition proposals. One of them was very sensible too. But, the other one was to relocate us should we get the lease. So, why on earth would we develop a business if we know

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we are going to be relocated."

President: "I get that part of it. If you could just -- the issue you have with the City is -- I am just not getting that."

Ms. Jeffra: "My issue with the City is that, entering into the lease I thought was disingenuous, when there was a potential to sell the property."

President: "All right. Let's address that."

Mr. Horton: "I would like to see a copy of that correspondence if you don't mind."

Ms. Jeffra: "Sure."

President: "This is Mr. Horton."

Mr. Horton: "Unfortunately, this correspondence is dated July 2003. It went to George Winfield and Mark Wick and Company. Unfortunately, we did not have privy to this information."

Ms. Jeffra: "I believe DPW had control of this property."

Mr. Horton: "Yes."

President: "So, what does that mean?"

Mayor: "Who executed the lease, DPW?"

Mr. Horton: "We executed -- we prepared the lease and had George Winfield at that time sign-off on behalf of the agency. Yes. We had no knowledge of the 2003 letter relative to the acquisition by Glen Abbey."

Ms. Jeffra: "But, DPW did."

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Mayor: "In 2003?"

Ms. Jeffra: "Yes."

President: "I guess the question is, what would it have mattered?"

Mr. Horton: "I think that we would have probably proceeded in the same fashion by issuing the RFP. I think we would have still made it subject to the existing lease agreement. McAllister, when he did submit an offer to us, we rejected his offer at that time and because we were already in discussions about looking at selling this land through a Request for Proposal. So, when he initially came to us asking for that land, we did reject it and told him that we would prepare an official RFP to address the sale of the property."

Ms. Jeffra: "Okay. My other issue is with the lease assignment. On the lease assignment, the developer was substituted in the language wherever the City appeared. The City, in the lease assignment -- The City has the right of eminent domain, but that clause was not stricken out in the lease assignment. My concern is, it steps into a shade of gray, because Mr. McAllister told me that the 21.7 acres I sit on is his intended ball field. Well technically, that could be considered a municipal purpose, couldn't it? If he opens to the community?"

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President: "I don't get your point."

Ms. Jeffra: "The original lease, the City has an eminent domain clause."

President: "The City cannot assign that right to --"

Ms. Jeffra: "They did."

President: "Even if the language says it, it can not. So there is no gray. The City cannot give you the right of eminent domain. The City cannot give Mr. Brown the right of eminent domain. It doesn't matter what the language says, it is not possible."

Ms. Jeffra: "Okay. That was my question."

Mr. Jenkins: "The only other point I would make I guess in response is that--"

President: "Your name again."

Mr. Jenkins: "I am sorry. Larry Jenkins from the Law Department. The lease is started in 2003. Its initial term is for ten years and then it has these two 5-year renewals. So, the possibility of A-A staying here when they started and still remains 20 years, which is a long time."

President: "Is there anyone else?"

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Mr. John Flynn, Enfield, LLC.: "I am a property owner and taxpayer in Baltimore in the area that would be impacted."

President: "Say that again, you are representing who?"

Mr. Flynn: "Enfield, LLC. You have a letter there from us, I believe."

President: "I see it. Go ahead."

Mr. Flynn: "We are landowners and taxpayers in Baltimore City, and our property is located adjacent to the proposed Aspen Street exit from the property in question. As taxpayers, our principal concern -- I don't want to belabor what everybody else has said -- Our taxpayers' principal concern is, the relatively low value of the land being assigned. There is no comparable industrial land at approximately \$20,500.00 per acre, which is what this would work out to. Our local businesses are assessed at roughly five times that value. My question is, has this been looked at from the perspective that the City is getting the full value for the purchase?"

President: "I think that was the first issue that Mr. Horton addressed. Did you hear that part of his presentation?"

Mr. Flynn: "I can't say that I recall it."

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Mr. Horton: "As it relates to the value issue, the site as you are aware has several environmental issues that need to be addressed. We do not look at assessed value as a barometer for establishing value. We do have an appraisal report that adequately addresses value minus the environmental issues that need to be remediated at this site. Based on those factors, we feel that is a fair offer from the developer for the purchase of the land. One other piece that I would like to keep in mind is that; out of this whole 98-acres, approximately 40 plus to 45-acres will be available for redevelopment. The rest of it is either in critical areas or used for open space or other items. So, the only portion that is going to be truly developed is going to be approximately the 40 plus acres."

Mr. Flynn: "Is the appraisal report in the public domain?"

Mr. Horton: "Yes it is."

Mr. Flynn: "You can obtain copies of that?"

Mr. Horton: "You can review copies of that."

Mr. Flynn: "Thank you."

Mr. Horton: "Your are welcome."

Mr. Flynn: "I have nothing further, thank you."

President: "Thank you. Is there anyone else?"

Ms. Jeffra: "Is there documentation as to the environmental issues on the 98, available?"

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Mr. Horton: "There are various reports I believe contained in the Department of Public Works that we could make available for inspection."

Ms. Jeffra: "Okay. Because I was aware of no issues on the 22."

President: "Are there any other questions from the Board? Before I ask for a Motion, I want to say that, I think I can speak broadly, we are sensitive to the concerns of the business community, particularly around the MIZOD. The issues that are raised about traffic are particularly poignant and my hope is that the \$500,000.00 bond that the developer is required, per this agreement, to supply will be sufficient to deal with the safety issues. I am encouraged by the potential use of the right in and right out access at Aspen. Because I know that there are ways using the basics of road construction and directions that we can significantly limit the impact that this residential development in Anne Arundel County will have on our industrial areas. Again, I am encouraged by the proposal of the right in and right out and hope that we will be able to pursue that when the time is right. I think that -- and I'll speak for

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myself when I say that I think that the issues of the appraisal have been addressed, as well. Any issues with the lease assignment I think is business to business and does not impact what we are doing here today. Additionally, I think the requirements of the State to fully disclose the location of the landfill, the agreement of the developer to remediate, as well as any responsibilities that the HOA would assume. The State requirements are very clear and comprehensive and I think, I am sure, adequately inform any purchasers as well as protect the HOA from being responsible for anything other than maintaining the fence and cutting the grass and things like that. So, I am satisfied there. I don't know if there are any other issues that the Comptroller, Madam Mayor or any of the Board members might want to bring up. Madam Mayor, did you have any issues?"

Mayor: "No, not at this point. I understand the concern from the business community in South Baltimore. I would hope in the future that with this type of complicated deal that we include agencies, in particular BDC, that really have the technical as well as the overall master plan in mind when deliberating over these proposals. Where our agencies all of our agencies work together for the betterment of, in our case, the City's best interest."

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Comptroller: "I would just like to say, I would like to commend the Department of Transportation, the Law Department, and the Real Estate Department for working collaboratively on this effort. It has been a long process and I believe that this sale and retention of the landfill is in the best interest of the City."

President: "Is there a Motion?"

Deputy City Solicitor: "I MOVE that we approve the land disposition agreement on Pages 97 through 100 of the agenda."

Director of Public Works: "Second."

President: "All those in favor say AYE. Opposed. Motion carries and the land disposition agreement has been approved."

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MINUTES

Department of Finance - Restoration of Two Positions in the
Department of Recreation and Parks

ACTION REQUESTED OF B/E:

The Board is requested to restore two positions in the Department of Recreation and Parks.

AMOUNT OF MONEY AND SOURCE:

\$117,334.00 - General Funds

BACKGROUND/EXPLANATION:

The two positions to be restored were abolished in the Recreation Services program. These positions are utilized at the Division of Youth and Adult Sports and at the Williams Myers Indoor Soccer Pavilion.

The positions being created were abolished in the Fiscal 2010 Ordinance of Estimates. The Department of Recreation and Parks has requested to restore these two positions.

UPON MOTION duly made and seconded, the Board approved the restoration of the two positions in the Department of Recreation and Parks.

MINUTES

Circuit Court - Amendment to Agreement

ACTION REQUESTED OF THE B/E:

The Board is requested to approve and authorize execution of an amendment to agreement with the Baltimore Mental Health Systems, Inc. The amendment extends the period of the agreement through September 30, 2009.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

On July 16, 2008, the Board approved an agreement with the Baltimore Mental Health Systems, Inc. for the period of August 1, 2008 through June 30, 2009. The agreement provides for the Court Medical Evaluation Team (CMET) to provide certain post adjudicatory mental health evaluation of children and youth who are under the supervision of the Maryland Department of Juvenile Services.

This amendment is a no-cost time extension to continue a service through September 30, 2009 or until a new agreement is executed by the parties.

No general funds will be used. The FY09 surplus will be used for this extension.

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

UPON MOTION duly made and seconded, the Board approved and authorized execution of the amendment to agreement with the Baltimore Mental Health Systems, Inc.

MINUTES

Department of Housing and - Consortium Agreement
Community Development

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a consortium agreement with Healthy Neighborhoods, Inc., Saint Ambrose Housing Aid Center, Druid Heights Community Development Corporation and Chesapeake Habitat for Humanity (consortium members). The period of the agreement is effective upon Board approval and the signatures of the duly authorized consortium members through March 31, 2014.

AMOUNT OF MONEY AND SOURCE:

No City funds are requested at this time.

BACKGROUND/EXPLANATION:

The agreement will authorize the Department to participate in a consortium which will apply for Federal stimulus funding under a competitive grant program being offered through the Department of Housing and Urban Development.

A requirement of the application is that all members enter into a consortium agreement, designating a lead applicant. The lead applicant will be Healthy Neighborhoods, Inc. The Department will monitor compliance with the rules and regulations and monitor the program for consistency with the federal regulations.

The Neighborhood Stabilization 2 Program is part of the Federal Housing and Economic Recovery Act. The program seeks to provide funds for neighborhood stabilization activities. Healthy Neighborhoods, Inc., in cooperation with Saint Ambrose Housing Aid Center, Druid Heights Community Development Corporation, and Chesapeake Habitat for Humanity will purchase,

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DHCD - cont'd

renovate, and resell vacant and foreclosed houses in the Belair Edison, Coldstream-Homestead-Montebello, Better Waverly, Ednor Gardens, Patterson Park, and Reservoir Hill neighborhoods. In addition, the for-profit, Telesis, Inc., has submitted a firm commitment to provide these same activities in the Barclay neighborhood.

The application is built on the premise that intervention in these markets can help stabilize the real estate market and position them for success when the eventual economic recovery occurs. These activities will provide more opportunities for quality home ownership in these neighborhoods that Healthy Neighborhoods has been active in for the most of the last nine years.

President: "On Pages 103 and 104 is the Consortium Agreement between Healthy Neighborhoods, St. Ambrose Housing Aid Center, Druid Heights, CDC, and Chesapeake Habitat for Humanity. Under this Consortium Agreement, this group will be able to competitively apply for federal stimulus grant money in order to purchase, rehab, and resale vacant and foreclosed homes in Belair Edison, Coldstream-Homestead-Montebello, Better Waverly, Ednor Gardens, Patterson Park, and Reservoir Hill. Did I get the neighborhoods? So, I want to thank you. I know that we have Mark Sissman here from Healthy Neighborhoods and I am looking forward to more good work. This is the right type of partnership at the right time. I think it will make a big

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difference in these strong, but challenged neighborhoods. So, thank you very much for that. I have already asked, I will ask again, are there any other comments for the routine agenda? Hearing none, we will move to the non-routine."

* * * * *

UPON MOTION duly made and seconded, the Board approved and authorized execution of the consortium agreement with Healthy Neighborhoods, Inc., Saint Ambrose Housing Aid Center, Druid Heights Community Development Corporation and Chesapeake Habitat for Humanity.

MINUTES

Baltimore Rising, Inc. - Amendment to Memorandum
of Understanding

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an amendment to memorandum of understanding (MOU) between the City and Baltimore Rising, Inc. (BRI)

AMOUNT OF MONEY AND SOURCE:

No additional funds are requested.

BACKGROUND/EXPLANATION:

On July 23, 2008, the Board approved the MOU with the BRI. The amendment to memorandum of understanding will clarify the role of the fiduciary agent for the BRI, the Baltimore City Foundation (BCF). The memorandum of understanding did not mention the BCF's role.

The amendment provides that the City will reimburse the BRI through the BCF. The BRI will administer the Mentoring Children of Incarcerated Parents Program.

AUDITS REVIEWED AND HAD NO OBJECTION.

(FILE NO. 56449)

UPON MOTION duly made and seconded, the Board approved and authorized execution of the amendment to memorandum of understanding between the City and Baltimore Rising, Inc. The Mayor **ABSTAINED**.

MINUTES

Health Department - Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an agreement with The Johns Hopkins University (JHU). The period of the agreement is July 1, 2008 through June 30, 2009.

AMOUNT OF MONEY AND SOURCE:

\$349,848.00 - 4000-430809-3030-272400-603051

BACKGROUND/EXPLANATION:

The JHU will perform services in the area of Tuberculosis (TB) targeted outreach and epidemiology.

The JHU will conduct seven research studies to identify factors that may be associated with the development of TB. The services will include the following:

1. an Immunogenetic/Immunologic study is to identify factors that may be associated with the development of TB;
2. clarify the dynamics of Multidrug Resistant (MDR-TB) transmission in this country and identify areas for appropriate interventions;
3. identify interventions that can improve TB control activities in the foreign-born populations;
4. identify which factors help a patient to accept treatment for Latent TB infection;
5. examine two blood tests for detecting Latent TB Infection in healthcare workers;
6. explore issues of care seeking delay and health care delay between African-Americans and Caucasian TB cases; and
7. maintain a database that helps to identify TB outbreaks and transmissions for TB.

MINUTES

Health Dept. - cont'd

The agreement is late because of the need to obtain an acceptable budget and scope of services.

MWBOO GRANTED A WAIVER.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the agreement with The Johns Hopkins University.

MINUTES**PROPOSALS AND SPECIFICATIONS**

- Bureau of General Services - PB 09812, Westside Demolition
- Disposition Lot# 28, 200 -
220 W. Lexington Street, 200
Park Avenue, 203 W. Clay St.
BIDS TO BE RECV'D: 07/29/2009
BIDS TO BE OPENED: 07/29/2009
- Department of Transportation - TR 10007, Reconstruction of
Alleys in North-Southeast.
BIDS TO BE RECV'D: 07/29/2009
BIDS TO BE OPENED: 07/29/2009

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

MINUTES

ACKNOWLEDGEMENT

President: "Before we close, I just want to note, I think my student that is shadowing me is still here. Is Peter Weigman still here? Where are you? Can I see you? There he is. I just want to acknowledge Peter Weigman from Loyola, a rising sophomore who is shadowing me for the day and assure you that usually we would have been out of here by now. This is an unusually long meeting. Thank you for -- we won't be having you back to any more of these meetings. No, no, I am not blaming you. But welcome. I hope you have a great day."

Director of Public Works: "Madam President, my son is a Loyola grad."

President: "Oh really?"

Director of Public Works: "Yes."

President: "Fantastic. We won't have him here either. (Laughter) Anything else from any Board members? Having none, there is no more business before the Board. The Board will recess until bid opening at 12:00 noon. Thank you."

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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 the bids scheduled to be received and opened today, the Clerk announced that no addenda had been received. There were no objections.

Department of Recreation & Parks- RP 08835, Edgewood Recreation Center Gym Expansion

Harborview Contractors
 JLN Construction Services
 Tuckman Barbee Construction Co.
 JAK Construction Co., Inc.
 Warwick Supply & Equipment Co., Inc.
 Mirabile Construction Co., Inc.
 Maryland Construction, Inc.
 Progressive Contracting Co., Inc.
 Goel Services

Bureau of Purchases - B50001077, Automatic Vehicle Wash System

Mid Atlantic Car Wash Tech t/a Wash Tech
 MYCO Inc.
 Maryland Pump & Tank Inc.

Bureau of Purchases - B50001094, Moving Services for Lead Abatement Program

Ace Relocation Systems, Inc.
 Walters Relocations, Inc.
 Harbor City Services

MINUTES

Bureau of Purchases

- B50001108, Request for Bids for
Smoke and Fire Alarms

Suburban Sales & Rental Center
Belair Road Supply Co., Inc.
Universal Security Instruments
Mill Supply Company, Inc.
Walbrook Mill and Lumber Company
Best Plumbing Specialties
Just In Time Electronics
Win-Win Placements, LLC

Bureau of Purchases

- B50001114, Audit Services for
Prescription Drug Program

David-James, LLC
Healthcare Data Management
Clifton Gunderson, LLP

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There being no objections, the Board, UPON MOTION duly made and seconded, adjourned until its next regularly scheduled meeting on Wednesday, July 15, 2009.

JOAN M. PRATT
Secretary