

MINUTES**REGULAR MEETING**

Stephanie Rawlings-Blake, President
Sheila Dixon, Mayor
Joan M. Pratt, Comptroller and Secretary
George A. Nilson, City Solicitor
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

Department of Housing and - Local Government Resolution
Community Development

The Board is requested to approve and authorize execution of a local government resolution.

The organization is applying to the State of Maryland's Community Investment Tax Credit (CITC) Program. 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. SECOND CHANCE, INC.	\$27,000.00 CITC

The Second Chance, Inc., (Second Chance) located at 1645 Warner Street, proposes the Workforce Development and Job Training Project. The focus of this project is to continue the teaching of unemployed, low-income workers basic employee and trade construction skills to in deconstruction, architectural salvage, construction industry trades and remediation services in Baltimore City. Trainees will also learn skills, such as project management, time management and business operation.

Second Chance is partnering with the Mayor's Office of Economic Development, which will provide all the eligible candidates the opportunity to participate in the project.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the local government resolution.

MINUTES

Department of Housing and - Lien Release
Community Development

ACTION REQUESTED OF B/E:

The Board is requested to approve the release of liens, plus all accrued interest and penalties on the vacant property located at 1813 Ramsay Street, for the transferee, Mr. Samuel E. Moradel.

AMOUNT OF MONEY AND SOURCE:

\$61,945.24, plus all accrued interest and penalties

BACKGROUND/EXPLANATION:

Pursuant to the Annotated Code of Maryland, Tax Property 14-806, the Board has the authority to release liens against real property under certain circumstances. In this case, the property in question complies with all requirements under the lien release law:

- the property is a vacant house,
- the liens exceed the assessed value of the property, and
- the transferee will redevelop the property and return it to productive use within a reasonable time and eliminate blighting conditions.

Mr. Moradel will rehabilitate the vacant property for use as a rental property. The release of liens on the property will make it financially feasible for redevelopment and prevent tax abandonment.

Prior to settlement, Mr. Moradel will pay the assessed value of the property of \$21,000.00. This amount exceeds the flat tax and water charges for the property, which currently totals \$3,764.70. The amount paid will be applied to satisfy the water bill, real estate taxes, flat tax first, and other liens that have accrued prior to the date of this lien release.

MINUTES

DHCD - cont'd

Any additional property tax assessments, water charges, and liens that accrue from the date of this lien release will be the responsibility of the transferee to pay prior to settlement. Failure to record the deed and pay the assessed value of \$21,000.00, within 120 days from the date of approval by the Board, will void this release.

UPON MOTION duly made and seconded, the Board approved the release of liens, plus all accrued interest and penalties on the vacant property located at 1813 Ramsay Street, for the transferee, Mr. Samuel E. Moradel.

MINUTES

Department of Housing and Community Development (DHCD) - Grant Agreements

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

<u>Organization</u>	<u>Amount</u>
1. SAINT VINCENT DePAUL OF BALTIMORE, INC.	\$ 624,389.00
Account: 5291-357-902-29-351	271,341.00
1001-357-002-29-351	353,048.00

The organization will operate and manage a 24 hour, 7 day a week, emergency shelter for women and children at 1114 Mount Street. The organization will also provide approximately 75 emergency shelter beds to homeless women and children in Baltimore City. The funds will be used for the operating costs of the shelter, which will include, but not be limited to: costs to support the salaries and fringe benefits of shelter staff, food service, janitorial service, transportation, office and kitchen suppliers, and insurance. The period of the agreement is October 13, 2008 through October 12, 2009.

2. SAINT VINCENT DePAUL OF BALTIMORE, INC.	\$ 82,528.00
Account: 4927-357-902-29-351	
5251-357-902-29-351	

The organization will provide outreach services to approximately 32 chronically homeless men and women and assist them access housing and services. The funds will be used to provide emergency services, counseling, crisis-intervention, information, health services, legal services, and mental health services. The organization will also provide referral services and a meal program to chronically homeless individuals in Baltimore City. The period of the agreement is July 1, 2008 through June 30, 2009.

MINUTES

DHCD - cont'd

<u>Organization</u>	<u>Amount</u>
3. SAINT VINCENT DePAUL OF BALTLIMORE, INC.	\$1,164,968.00

Account: 4962-357-902-29-351

The organization will provide outreach services to approximately 32 chronically homeless men and women and assist them access housing and services. The funds will be used to provide emergency services, counseling, crisis-intervention, information, health services, legal services, and mental health services. The organization will also provide referral services and a meal program to chronically homeless individuals in Baltimore City. The period of the agreement is October 1, 2008 September 30, 2011.

4. SAINT VINCENT DePAUL OF BALTIMORE, INC.	\$ 142,160.00
--	---------------

Account: 4927-357-902-29-351
 5251-357-902-29-351
 5231-357-902-29-351

The organization will assist approximately 28 chronically homeless men and women access and sustain permanent housing settings. The services will include, but not be limited to: identifying affordable units, accessing housing subsidies, assisting with lease agreements, securing furnishings, etc. Once housed, the organization will provide intensive case management, assist them in resolving mental illness, substance abuse and physical health problems and also assist them in accessing services within the community. The period of the agreement is July 1, 2008 through June 30, 2009.

MINUTES

DHCD - cont'd

<u>Organization</u>	<u>Amount</u>
5. GOVANS ECUMENICAL DEVELOPMENT CORP.	\$ 25,196.00

Account: 4909-357-901-50-351

The organization will provide a variety of services to at least 20, and up to 25 people living with HIV/AIDS. The services will help them move from homelessness to permanent housing and to maintain their housing status. The organization will identify resources to establish housing assistance and coordinate permanent housing placement and follow-up for successful tenancy. In addition, the organization will provide case management to link clients to needed services to meet specific goals of an individual service plan. The period of the agreement is December 13, 2008 through June 30, 2009.

6. GOVANS ECUMENICAL DEVELOPMENT CORP.	\$ 16,997.00
--	--------------

Account: 4962-357-902-50-351

The organization will hire two FTE Case Managers. The Case Managers will provide case management services to 30 individuals with HIV/AIDS, who are housed in Shelter Plus Care housing units or are currently homeless. The Case Managers will screen clients to ensure that they meet the criteria for Shelter Plus Care housing, provide intake assessment for all new clients after checking eligibility to enter the program, and maintain frequent or daily contact with the clients until appropriate housing is secured. The Case Managers will develop an Individual Service Plan with each client to address the client's individual needs and provide linkages to services which include mental health, medical care, substance abuse, employment, housing, counseling, financial assistance, and other services. The period of the agreement is December 13, 2008 through June 30, 2009.

MINUTES

DHCD - cont'd

<u>Organization</u>	<u>Amount</u>
7. PRISONER'S AID ASSOCIATION OF MARYLAND	\$ 76,047.00

Account: 4927-301-902-25-351

The organization will provide 16 emergency shelter beds to male, homeless ex-offenders newly released from the prison system, and ten emergency shelter units to female, homeless ex-offenders released from the prison system. The funds will be used to offset the costs of providing services which will include case management, GED preparation, substance abuse counseling, job training and placement, nutrition, telephone services, and other basic needs. The period of the agreement is July 1, 2008 through June 30, 2009.

8. UNIVERSITY OF MARYLAND, BALTIMORE (UMB)	\$125,000.00
--	--------------

Account: 4909-357-901-57-351

The UMB will provide a continuum of care for approximately 300 HIV individuals and families who are either homeless or at risk of homelessness. The UMB Adult HIV program will expand its existing housing case management program. The model of housing case management that is presently provided at the Evelyn Jordan Center (EJC) will be expanded within the EJC and into Sponsor's satellite and partner HIV programs. The period of the agreement is December 13, 2008 through June 30, 2009.

The grant agreements are late because of delays at the administrative review level.

MWBOO GRANTED A WAIVER.

APPROVED FOR FUNDS BY FINANCE

MINUTES

DHCD - cont'd

AUDITS REVIEWED AND HAD NO OBJECTION.

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

MINUTES

Department of Housing and - Agreements
Community Development

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

1. **THE FAMILY TREE, INC.** **\$ 33,500.00**

Account: 2089-593-228-26-351

Under the terms of this agreement, the funds will subsidize the operating costs of The Family Tree, Inc. This will assist the organization in expanding the Family Clearinghouse-Parenting for Success Initiative, which provides a triage model that prioritizes support services along a continuum of need to low-to-moderate-income families. These services will help prevent child abuse and neglect within the communities of Greater Mondawmin, Penn-North, Reservoir Hill, Charles Village, Waverly, Medfield, Hampden and Remington. The period of the agreement is January 1, 2009 through December 31, 2009.

FOR THE FY 2009, MBE AND WBE PARTICIPATION GOALS FOR THE ORGANIZATION WERE SET ON THE AMOUNT OF \$1,500.00, AS FOLLOWS:

MBE: \$405.00

WBE: \$105.00

2. **COMMUNITY HOUSING ASSOCIATES, INC.** **\$ 40,000.00**

Account: 2089-593-233-61-351

Under the terms of this agreement, the funds will subsidize a portion of the staff costs associated with acquiring, rehabilitating, and developing properties to create rental housing opportunities for low-to-moderate-income non-elderly disabled and homeless individuals. The period of the agreement is September 1, 2008 through August 31, 2009.

MINUTES

DHCD - cont'd

FOR THE FY 2009, MBE AND WBE PARTICIPATION GOALS FOR THE ORGANIZATION WERE SET ON THE AMOUNT OF \$24,980.00, AS FOLLOWS:

MBE: \$6,744.00

WBE: \$2,498.00

3. PEOPLE'S HOMESTEADING GROUP, INC. \$160,000.00

Account:	2088-593-590-61-351	\$ 25,000.00
	2088-593-590-81-351	\$ 30,000.00
	2088-593-590-62-351	\$ 75,000.00
	2088-593-590-83-351	\$ 30,000.00

Under the terms of this agreement, the funds will subsidize the organization's operating costs associated with the rehabilitation of vacant properties for re-sale to low and moderate-income families. People's Homesteading Group, Inc. will act as its own general contractor in the implementation of rehabilitation activities. In addition, the organization will carry out other community building activities to deliver specific neighborhood improvement projects, including community safety that will directly support the housing development projects. The period of the agreement is January 1, 2009 through December 31, 2009.

FOR THE FY 2009, MBE AND WBE PARTICIPATION GOALS FOR THE ORGANIZATION WERE SET ON THE AMOUNT OF \$4,000.00, AS FOLLOWS:

MBE: \$1,080.00

WBE: \$ 400.00

MINUTES

DHCD - cont'd

On May 14, 2008, the Board approved the Resolution authorizing the Commissioner of the Department of Housing and Community Development (DHCD), on behalf of the Mayor and City Council, to file a Federal FY 2008 Annual Action Plan for the following formula programs:

1. Community Development Block Grant (CDBG)
2. HOME Investment Partnership Act (HOME)
3. American Dream Downpayment Initiative (HOME)
4. Housing Opportunity for People with AIDS (HOPWA)
5. Emergency Shelter Grant Program (ESG)

The DHCD began negotiating and processing the CDBG agreements effective July 1, 2008 and beyond, as outlined in the Plan, pending approval of the Resolution. Consequently, the agreements were delayed due to final negotiations and processing.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

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

MINUTES

Department of Housing and - Amendatory Agreement No. 2
Community Development

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an amendatory agreement no. 2 with the Housing Authority of Baltimore City (HABC).

AMOUNT OF MONEY AND SOURCE:

(\$1,400,000.00) - 9988-593-730-00-445

BACKGROUND/EXPLANATION:

On July 30, 2008, the Board approved an agreement with the HABC to provide construction management services and procure pre-demolition work required to demolish the Uplands, A and B sites. Once demolished, the sites will be redeveloped to improve and expand housing opportunities for working families of low and moderate-income and to promote economic diversity in City neighborhoods.

This amendatory agreement no. 2 is required to unencumber a fund balance that exceeds the amount necessary to complete the pre-demolition work. The pre-demolition budget was completed prior to receiving the final bid amounts. The amount liquidated from the agreement will be used to fund the final phases of the demolition work on the Uplands A and B sites and will be transferred into a CitiBuy account. Due to unanticipated site work, there are currently insufficient funds in the CitiBuy account.

The abatement of environmentally hazardous materials in the building is complete. Therefore, liquidating the funds will not have an adverse effect on the pre-demolition phase of the project. All other terms and conditions of the original agreement remain unchanged.

APPROVED FOR FUNDS BY FINANCE

MINUTES

DHCD - cont'd

(FILE NO. 55993)

UPON MOTION duly made and seconded, the Board approved and authorized execution of the amendatory agreement no. 2 with the Housing Authority of Baltimore City. The Mayor **ABSTAINED**.

MINUTES

TRANSFERS OF FUNDS

* * * * *

UPON MOTION duly made and seconded,

the Board approved

the Transfers of Funds

listed on the following pages:

307 - 310

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>Department of Transportation</u>		
1. \$1,000,000.00 Other Funds	9962-563-002 Constr. Res. Conduit Replace- ment Program	9962-562-052 Conduit Replace- ment Program
This transfer will partially cover the replacement costs for a conduit system in the "Rehab. Orleans Street Project from Central Avenue to Wolfe Street (TR 00045)."		
2. \$ 70,533.10 MVR	9950-528-175 Constr. Res. Bicycle Network Strategy	9950-527-175-3 Design & Studies Bicycle Network Strategy
This transfer will fund the costs associated with the award of Project No. 1080, Task No. 1, with Toole Design Group, LLC, for the street bicycle facility design services for Southeast.		
3. \$ 84,849.60 MVR	9950-528-175 Constr. Res. Bicycle Network Strategy	9950-527-175-3 Design & Studies Bicycle Network Strategy
This transfer will fund the costs associated with the award of Project No. 1080, Task No. 2, with Toole Design Group, LLC, for the street bicycle facility design services for Park Heights Avenue.		
<u>Bureau of Water and Wastewater</u>		
4. \$ 61,975.00 Wastewater Rev. Bonds	9956-549-609 Constr. Res. SW Diversion Pressure Sewer	

MINUTES

TRANSFERS OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
<u>Bureau of Water and Wastewater - cont'd</u>		
\$ 54,843.17	9956-549-574	
Counties	Constr. Res.	
	Supp. Environ-	
	mental Projects	
\$ 133,181.83	9956-549-567	
<u>Counties</u>	Constr. Res.	
	Odor Control	
	at Patapsco	
\$ 250,000.00	-----	9956-551-609-2
		Extra Work

The transfer of funds will cover the costs of the current account deficit and Change Order No. 35 for Sanitary Contract No. 844, SW Diversion Pressure Sewer Rehab.

5. \$ 500,000.00	9956-549-403	9956-551-610-2
Wastewater Rev.	Constr. Res.	Extra Work
	Small Sewer	
	Extension Prgm.	

The transfer of funds will cover the costs of Change Order Nos. 20 and 21 and all final work for Sanitary Contract No. 817, Improvements to the Upper Portion of the Moore's Run Interceptor.

Department of Recreation and Parks

6. \$ 13,117.07	9938-474-638	
Rec. & Parks	Active	
\$ 11,990.84	-----	9938-474-658
		Active
247.50	-----	9938-474-664
		Active

MINUTES

TRANSFERS OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
<u>Department of Recreation and Parks - cont'd</u>		
194.53	-----	9938-474-678 Active
<u>684.20</u>	-----	9938-474-688 Active
\$ 13,117.07		

This transfer will provide funds to reconcile the accounts' deficit.

7. \$ 10,275.08 MVR	9938-475-001 Unallocated Reserve	
\$ 3,183.42	-----	9938-474-655 Active - Patterson Park Walking Path
<u>7,091.66</u>	-----	9938-474-692 Active - Patterson Park Interior Lighting
\$ 10,275.08		

This transfer will provide funds to reconcile the accounts' deficit.

Department of Housing and Community Development

8. \$ 23,500.00 2 nd Street and Bridge Funds	9911-607-002 Streetscape Imprv. Reserve	9911-606-002 Dog Park Ramp Proj.
--	---	-------------------------------------

This transfer will provide funds for the construction of a concrete ramp and landing with handrails for pedestrian and wheelchair access to the existing elevated dog park located at Fayette and Liberty Streets.

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

The Board is requested to approve and authorize execution of a lease agreement between the Mayor and City Council of Baltimore and the Parking Authority of Baltimore City (PABC). The period of the agreement is February 1, 2009 through January 31, 2011.

AMOUNT OF MONEY AND SOURCE:

<u>Year</u>	<u>Term</u>	<u>Annual Rent</u>	
1	02/01/2009 - 01/31/2010	\$95,569.00	Annually
2	02/01/2010 - 01/31/2011	\$98,436.00	Annually

Account No. 2076-232-011-00-701

The PABC has the option of leasing on a month-to-month basis after the two-year term at the fair market rate pending redevelopment of the First Mariner Arena.

BACKGROUND/EXPLANATION:

The PABC currently occupies office space located at 200 W. Lombard Street, Suite B. The PABC will be expanding its offices and taking on additional space in 200 W. Lombard Street, Suite A to accommodate additional staff hired because of the PABC's broadening responsibilities. The consolidation of the leased premises, Suites A and B, consists of approximately 11,008 sq. ft.

The Space Utilization Committee approved this lease on January 27, 2009.

MINUTES

Space Utilization Committee - cont'd

APPROVED FOR FUNDS BY FINANCE

(FILE NO. 55985)

UPON MOTION duly made and seconded, the Board approved and authorized execution of the lease agreement with the Parking Authority of Baltimore City.

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

The Board is requested to approve and authorize execution of a lease agreement between the Mayor and City Council of Baltimore (City) and York Apartments, LLC for the retroactive rental payment for the first floor unit of the property known as 5109 York Road. The period of the agreement was December 7, 2007 through June 6, 2008.

AMOUNT OF MONEY AND SOURCE:

\$ 7,500.00 - 1001-100-025-00-313

The rent was \$1,250.00 per month.

BACKGROUND/EXPLANATION:

Mr. William B. Henry II, at the beginning of his term as a City Council member, used the first floor of 5109 York Road as a satellite office. York Apartments, LLC allowed Mr. Henry to begin using the premises with the understanding that the process of getting a lease negotiated and approved might take some time.

Mr. Henry held a funded staff position vacant to make funds available for this rental. It was determined however that utilizing space in a City-owned building would be fiscally prudent; therefore negotiations began to locate space in a City-owned building.

APPROVED FOR FUNDS BY FINANCE

(FILE NO. 57003)

UPON MOTION duly made and seconded, the Board approved and authorized execution of the lease agreement between the Mayor and City Council of Baltimore, and York Apartments, LLC for the retroactive rental payment for the first floor unit of the property known as 5109 York Road. The President **ABSTAINED**.

MINUTESSpace Utilization Committee - Interdepartmental Lease Agreement**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of an interdepartmental lease agreement between Mr. William B. Henry, II and the Dept. of Housing and Community Development, acting on behalf of the Mayor and City Council of Baltimore for the rental of a portion of the property known as 5225 York Road (Govans Multi-Purpose Center, 1st Floor). The period of the agreement is effective upon Board approval through December 7, 2009.

AMOUNT OF MONEY AND SOURCE:

<u>Annual Rent</u>	<u>Monthly Rent</u>
\$10,068.00	\$839.00

Account No. - 1001-100-025-00-313

BACKGROUND/EXPLANATION:

The leased premises will be used as an administrative office for Mr. Henry, who is the City Councilman for the 4th District. Mr. Henry has the option to renew the lease for three consecutive one-year terms. Rental payments for the renewal term will be negotiated at the end of each year. The annual rent will be paid in equal monthly installments of \$839.00, due on the first of each month. Mr. Henry held a funded staff position vacant to make funds available for this rental.

APPROVED FOR FUNDS BY FINANCE

(FILE NO. 57003)

UPON MOTION duly made and seconded, the Board approved and authorized execution of the interdepartmental lease agreement between Mr. William B. Henry, II and the Department of Housing

MINUTES

Space Utilization Committee - cont'd

and Community Development for the rental of a portion of the property known as 5225 York Road (Govans Multi-Purpose Center, 1st Floor). The President **ABSTAINED**.

MINUTES

Department of Real Estate - Tax Sale Certificates

ACTION REQUESTED OF B/E:

The Board is requested to approve the assignment of Tax Sale Certificates to Greater New Hope Baptist Church for amounts that are less than the lien amount for the properties located at 1910, 1912, and 1914 Braddish Ave.

AMOUNT OF MONEY AND SOURCE:

<u>Property Address</u>	<u>Assessed Value</u>	<u>Flat Taxes & Water</u>	<u>Total Liens</u>	<u>Assignment Amount</u>
1910 Braddish Ave.	\$1,000.00	\$1,262.80	\$8,824.75	\$1,262.80
1912 Braddish Ave.	\$1,000.00	\$1,226.33	\$6,581.15	\$1,226.33
1914 Braddish Ave.	\$1,000.00	\$1,184.57	\$6,526.83	\$1,184.57

BACKGROUND/EXPLANATION:

The City acquired the Tax Sale Certificates for the properties on May 14, 2007 for the lien amounts of: \$8,824.75 -1910 Braddish Ave; \$6,581.15 - 1912 Braddish Ave; and \$6,526.83 - 1914 Braddish Ave. The Greater New Hope Baptist Church has offered to purchase the Tax Sale Certificates for the assignment amounts, file petitions to foreclose, acquire title to the properties and return them to productive use. The assignment amounts for these properties for the Tax Sale Certificates will cover the flat taxes and water bills on the properties.

(FILE NO. 56662)

UPON MOTION duly made and seconded, the Board approved the assignment of Tax Sale Certificates to the Greater New Hope Baptist Church for amounts that are less than the lien amounts for the properties located at 1910, 1912, and 1914 Braddish Ave.

The Comptroller **ABSTAINED**.

MINUTESDepartment of Real Estate - Contract of Sale, SCOPE Project

The Board is requested to approve and authorize execution of the contract of sale for the following property:

<u>Purchaser</u>	<u>Property</u>	<u>Sale Price</u>
Tadesse & Associates	528 Scott Street	\$7,000.00

The purchaser agrees to complete the renovation of the property and obtain a Certificate of Occupancy no later than 18 months from the date of settlement.

On May 28, 2003, the Board approved an agreement with the Baltimore Economy and Efficiency Foundation, Inc. and the Greater Baltimore Board of Realtors, Inc. to allow the sale of City-owned properties under the SCOPE Project, which is an acronym for Selling City Owned Properties Efficiently.

Under this project, real estate brokers are responsible for marketing the properties and providing the City with sale contracts. Upon closing, they will be paid 8% of the sale proceeds, with a \$2,500.00 minimum fee.

(FILE NO. 56663)

UPON MOTION duly made and seconded, the Board approved and authorized execution of the contract of sale for the property located at 528 Scott Street to the purchaser, Tadesse & Associates.

MINUTESBaltimore Development Corporation - Lease Agreement**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of a lease agreement with Watkins Security Agency, Inc., (Watkins Security) tenant, for the rental of a portion of the property known as 2901 Druid Hill Park Drive, Suite A106 and the rear garage, at the Business Center @ Park Circle, consisting of approximately 7,635 square feet. The period of the agreement is October 1, 2008 through September 30, 2018, with one five year renewal option.

AMOUNT OF MONEY AND SOURCE:

<u>Year</u>	<u>Annual Rent</u>	<u>Monthly Installments</u>
1	\$76,350.00	\$6,362.50
2	\$80,167.50	\$6,680.63
3	\$84,214.05	\$7,017.84
4	\$88,413.30	\$7,367.78
5	\$90,169.35	\$7,514.11
6	\$92,001.75	\$7,666.81
7	\$93,834.15	\$7,819.51
8	\$95,742.90	\$7,978.58
9	\$97,651.65	\$8,137.64
10	\$99,636.75	\$8,303.06

BACKGROUND/EXPLANATION:

Watkins Security relocated their headquarters from Mondawmin Mall to the Business Center @ Park Circle in 1998, and entered into a ten-year lease. Watkins Security has invested approximately \$200,000.00 in tenant improvements and has elected to maintain their headquarters at the Business Center for another ten-year term. Watkins Security will use the premises as an administrative and training office. Watkins Security will continue to use the rear garage erected for company vehicle storage.

The space is leased on an "As-Is" basis and does not require the landlord to make any modifications. The tenant will be responsible for the replacement of any light bulbs throughout the entire lease term.

MINUTES

BDC - cont'd

All other landlord services such as utilities, limited janitorial services, maintenance, and repairs to the premises are included in the base rent.

In addition, the tenant is obligated to maintain and keep in force general public liability, contractual liability and property damage insurance protection for the premises and name the City as additionally insured under the insurance policies.

(FILE NO. 55452)

UPON MOTION duly made and seconded, the Board approved and authorized execution of the lease agreement with Watkins Security Agency, Inc., tenant, for the rental of a portion of the property known as 2901 Druid Hill Park Drive, Suite A106 and the rear garage, at the Business Center @ Park Circle.

MINUTES

Baltimore Development Corporation - Loan to Joe Corbi's
Wholesale Pizza, Inc.

ACTION REQUESTED OF B/E:

The Board is requested to approve a loan to Joe Corbi's Wholesale Pizza, Inc. for expansion. The Board is also requested to authorize the Mayor or Director of Finance to execute any ancillary documents, letters, or certificates that do not change the substance of the terms of the documents, subject to review for form and legal sufficiency by the Law Department.

AMOUNT OF MONEY AND SOURCE:

\$300,000.00 - 9910-601-860

Rate: 2.0% fixed
Term: 15 years
Collateral: Real property

BACKGROUND/EXPLANATION:

Joe Corbi's Wholesale Pizza, Inc., (JCWP) is a manufacturer and wholesaler of pizza products, cookie dough, soft pretzels, calzones, and other types of breads which are sold in kits. The company is headquartered at 1430 Desoto Road, Baltimore Maryland. The JCWP currently has 217 employees of which 72 or 33% are residents of Baltimore City. Jobs at the JCWP range from unskilled to very skilled and the average wage is approximately \$12.00 per hour. The company offers medical benefits, a 401-k plan/profit-sharing, and a bonus program.

The JCWP is requesting a \$300,000.00 loan to assist with the purchase of a 40,000 square foot building situated on 4.3 acres at 2800 Wegworth Lane in Baltimore City to relocate a portion of its cookie dough manufacturing and distribution facility from Iowa to Baltimore, and for on-line ordering fulfillment, catalog sales, and pre-packaging for fundraising products. The total cost of the project is estimated to be \$2,644,000.00 of which, \$594,000.00 is for special equipment, and \$2,050,000.00 is the purchase price of the building. In addition to the loan from the City, the JCWP will finance \$1,640,000.00 toward the building purchase (20-year amortization) and \$427,200.00 (7-year

MINUTESBDC - cont'd

amortization) towards equipment through Arundel Federal Bank. The company will provide the remaining \$276,800.00 towards the equipment, and the balance of the purchase price of the property. The City will hold a second lien position on the subject property behind Arundel Federal Bank. The structure for the City loan will be monthly principal and interest payments based on a loan of \$300,000.00 for 15 years at 2% fixed rate. Combining the City and bank loan for the property acquisition, the loan to value combined is 94.6%.

ECONOMIC BENEFITS:

Annual Taxes:	\$58,937.00
Interest Income Loan:	\$47,495.00
Internal Rate of Return:	26.00%

The Board of Finance approved this transaction on 09/30/08.

The Director of Finance recommended approval.

TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$300,000.00	9910-600-860	9910-601-860
21 st EDF	Constr. Res.	Indus. & Coml.
	Indus. & Coml.	Financing
	Financing	

This transfer will provide funds for a 2.0% fixed loan for 15 years to Joe Corbi's Wholesale Pizza, Inc. for the purchase of a 40,000 square-foot building at 2800 Wegworth Lane in Baltimore City to relocate a portion of its facility from Iowa.

(FILE NO. 57007)

UPON MOTION duly made and seconded, the Board approved a loan to Joe Corbi's Wholesale Pizza, Inc. for expansion. The Board also authorized the Mayor or the Director of Finance to execute any ancillary documents, letters, or certificates that

MINUTES

BDC - cont'd

do not change the substance of the terms of the documents, subject to review for form and legal sufficiency by the Law Department. The transfer of funds was approved subject to the receipt of a favorable report from the Planning Commission, the Director of Finance having reported favorably thereon, as required by the provisions of the City Charter.

MINUTESParking Authority of Baltimore City (PABC) - Lease Agreement**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of an agreement with Cirque du Soleil America, Inc. ("Cirque"), for a Lot "O" located at 700 West Ostend Street, from February 9, 2009 to April 24, 2009.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

Cirque du Soleil (Cirque) plans a return to Baltimore for the third time in six years. While here in 2003, 80,000 tickets were sold, and in 2005 over 100,000 people attended the shows. Attendance for this show (Kooza) is expected to be closer to the 2003 attendance numbers.

Approximately 180 local staff will be hired by Cirque for the duration of the show with an additional 150 performance related employees requiring local accommodations. Cirque expects to book approximately 5,500 hotel room-nights specifically for employees associated with the show.

Additionally, it can be expected that Cirque will attract considerable numbers of people from outside Baltimore who come specifically to attend Cirque du Soleil. These visitors will spend money on hotel rooms, meals, shopping and other entertainment, contributing to the local Baltimore economy. Borrowing from Economic Impact Statements from other cities, specifically relating to Cirque, we can expect a positive economic impact to Baltimore of nearly \$12,000,000.00

Previously, Cirque du Soleil was held at Harbor Point, which is currently unavailable due to development. The location known as Lot "O", was selected from a list of locations because it was the sole site that satisfied the technical specifications

MINUTESParking Authority of Baltimore City (PABC) - cont'd

required to host the event. Cirque also considered Maryland Stadium Authority parking lots, none of which could accommodate the size of the structures (tents) without impediments. Since Lot "O" is not used for any revenue generating activities during the event timeline, and because the potential economic benefit to the City is so significant, a fee for use of the lot was waived.

The PABC has worked closely with Maryland Stadium Authority (MSA) officials to ensure the event's success, by utilizing MSA to support VIP ticketholder and general public parking needs. The MSA, Ravens, and Orioles are supportive.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the agreement with Cirque du Soleil America, Inc. for Lot "O" located at 700 West Ostend Street, from February 9, 2009 to April 24, 2009. The President

ABSTAINED.

MINUTES

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

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the following expenditure of funds.

<u>Vendor</u>	<u>Amount of Money</u>	<u>Source</u>
1. THYSSENKRUPP	\$140,403.00	2075-580-054-00-316
2. TGM	\$ 13,949.00	2075-580-054-00-316

BACKGROUND/EXPLANATION:

The Marriott Garage is one of several facilities designated to have capital repairs completed within the next few months. The referenced account was established to fund such repairs. For over two years, the elevators at this location have functioned below minimum requirements. One of which is down more than 90% of the time the facility is open to the public. At times, all elevators have been inoperable, which caused an inconvenience to the customers parking on the upper levels. ThyssenKrupp will modernize the elevator and TGM will renovate the elevator housing roof on the Paca Street side. With this upgrade, the elevator used most frequently will be up to current code in addition to having all of the required modifications to make it ADA compliant.

The current management company, PMS Parking, solicited the proposal from reputable companies and made recommendations based on the cost and scope of work. The Department is in agreement with PMS Parking to use the foregoing companies for those same reasons. The vendors have completed similar projects in City facilities with results above expectations and without incident. ThyssenKrupp has the current maintenance contract for the elevators at this location.

MINUTES

PABC - cont'd

MBE/WBE PARTICIPATION:

MWBOO GRANTED A WAIVER.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

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

MINUTESBaltimore City Health Department - Agreements**ACTION REQUESTED OF B/E:**

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

1. SINAI HOSPITAL OF BALTIMORE, INC. \$121,573.00

Account: 4220-303-906-31-351

Sinai Hospital of Baltimore, Inc. will provide rapid HIV tests in the Sinai Hospital Emergency Department; provide post-test prevention counseling for persons newly diagnosed with HIV Infection and/or high risk HIV-negative persons.

The period of the agreement is October 1, 2008 through June 30, 2009.

This agreement is being presented at this time because budget negotiations delayed processing. Subsequently, the Agreement was misplaced by the provider and returned to the Department on January 7, 2009.

2. BALTIMORE MEDICAL SYSTEM, INC. \$103,490.00

Account: 4202-303-903-00-351

Baltimore Medical System, Inc. will provide services in the area of Refugee Health (Fee for Services). In conjunction with providing Refugee assessments, the Baltimore Medical System, Inc. will coordinate the medical screenings of refugees, from the Baltimore Refugee Resettlement Center and other refugee sponsoring agencies. The Baltimore Medical System/Highland-town Medical will refer clients to the Baltimore City Health Department's Eastern Chest Clinic, for appropriate follow-up activities. The period of the agreement is July 1, 2008 through June 30, 2009.

This agreement is being presented at this time due to the need to obtain an acceptable budget and scope of services.

MINUTES

Baltimore City Health Department - cont'd

**3. MARYLAND STATE DEPARTMENT OF
EDUCATION, OFFICE OF CHILD CARE (MSDE) \$146,265.00**

Account: E/5247-302-903

The MSDE will reimburse the Department for 100% of the salary and fringe benefits for two (2) Environmental Sanitarians, and one (1) Office assistant to support the inspection requests of and complaint inspections. The period of the agreement is July 1, 2008 through June 30, 2009.

This agreement is being presented at this time because revisions delayed processing.

MBE/WBE PARTICIPATION:

MWBOO GRANTED A WAIVER

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION

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

MINUTES

Baltimore City Health Department - Expenditure of Funds

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize a one-time payment to The Johns Hopkins University for Gonococcal Isolate Surveillance services. The period of the services was January 1, 2007 through December 31, 2007.

AMOUNT OF MONEY AND SOURCE:

\$9,137.84 - 4225-304-704-17-351

BACKGROUND/EXPLANATION:

Funds for the project were made available to the Department via a supplemental award made to the Federal STD Control grant (formally, the Comprehensive STD Prevention Systems Grant) for the period 01/01/07 through 12/31/2007. Although a contract was developed and routed to the provider, it was not returned in sufficient time to be presented to the Board for its approval before the contract period had lapsed.

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

UPON MOTION duly made and seconded, the Board approved and authorized the one-time payment to The Johns Hopkins University for Gonococcal Isolate Surveillance services.

MINUTES

Bureau of General Services - Encroachment Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an encroachment agreement with Colonial Pipeline Company. The period of the agreement is effective upon approval by the Board.

AMOUNT OF MONEY AND SOURCE:

The encroachment agreement is being granted to the Mayor and City Council of Baltimore at no cost.

BACKGROUND/EXPLANATION:

The City is proposing a project to perform repairs in the rear of 5011 Pulaski Highway (SW-7759). In the design of this project, it has been determined that the City's contractor will need to encroach in, over and through an existing Colonial Pipeline easement located in the rear of 5011 Pulaski Highway.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the encroachment agreement with Colonial Pipeline Company.

MINUTESBureau of General Services - Minor Privilege Permit Application

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

	<u>LOCATION</u>	<u>APPLICANT</u>	<u>PRIVILEGE/SIZE</u>
1.	2619 E. Fairmount Ave.	Patterson Park Community Dev. Corp.	Retain one metal canopy 3 ½' x 2', one oriel window 19' x 2'
	\$473.00 Annual Charge		
2.	3529 S. Hanover St.	Ben Zabkowski	Retain awning w/signage 22' x 2', four fluorescent tubes, four spot reflectors
	\$575.96 Annual Charge		

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

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

MINUTES

Bureau of Solid Waste - Conditional Purchase Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a conditional purchase agreement with Clearwater Mills, LLC. The period of the agreement is effective upon Board approval for one year.

AMOUNT OF MONEY AND SOURCE:

\$375,000.00 - 1001-122-021-00-704

BACKGROUND/EXPLANATION:

In continuing efforts for a cleaner City, both on the land and on the water, the Bureau of Solid Waste seeks to enter a conditional purchase agreement for a water wheel powered trash interceptor, a device which applies a new use to a centuries-old technology. The intent is to place the trash interceptor at the Harris Creek Outfall in the Canton area of the Outer Harbor. As part of a coordinated water quality enhancement program, the interceptor, which resembles the water wheels of yore, will replace the current systems of booms and netting that are currently used to trap trash and debris at the referenced outfall. The interceptor will, in theory, continuously remove trash from the water and deposit the waste into a dumpster on a floating platform, which will be serviced by Bureau crews. Aside from the vital task of trash removal, because of its design features, the interceptor will provide a unique point of interest for tourists. The key caveat to the proposed transaction is that the City is only obligated to pay for the interceptor if its performance meets the evaluation criteria and other terms and conditions in the conditional purchase agreement.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

MINUTES

Bureau of Solid Waste - cont'd

UPON MOTION duly made and seconded, the Board approved and authorized execution of the conditional purchase agreement with Clearwater Mills, LLC.

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:

Aaron Enterprises, Inc.	\$ 8,000,000.00
C & N Associates, LLC	\$ 1,500,000.00
Dustin Construction, Inc.	\$66,906,000.00
Huber Welding Services, LLC	\$ 1,500,000.00
The Lyons Construction Co., Inc.	\$ 3,960,000.00
Mc New Excavating	\$ 1,500,000.00
The Pressure Pipe Inspection Co.	\$10,332,000.00
T.J. Electrical Co.	\$ 500,000.00
Tote-It, Inc.	\$ 135,000.00

2. Prequalification of Architects and Engineers

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

BL Companies MATlantic, Inc	Architect Engineer Land Survey Property Line Survey Survey
B.S. Environmental, Inc.	Engineer
CNA, Inc.	Landscape Architect Engineer Property Line Survey Survey
Gannett Fleming, Inc	Engineer
George Miles and Buhr, LLC	Engineer
Kibart, Inc.	Engineer

MINUTES**BOARDS AND COMMISSIONS** - cont'd

Kittleson & Associates, Inc.	Engineer
Skelly and Loy, 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

Department of Housing and - Subordination Agreement
Community Development (DHCD)

ACTION REQUESTED OF B/E:

The Board is requested to approve a subordination agreement among the Maryland Historical Trust (MHT) and the Mayor and City Council of Baltimore, acting by and through the Department of Housing and Community Development (City), for the Community Development Block Grant (CDGB) loan to Chase Brexton Health Services, Inc.

The Board is also requested to authorize the Commissioner of the DHCD to execute any and all legal documents to effectuate this transaction SUBJECT to review and approval for form and legal sufficiency by the Department of Law.

AMOUNT OF MONEY AND SOURCE:

No City funds are requested.

BACKGROUND/EXPLANATION:

On March 10, 1995, the City executed a Deed of Trust, Assignment of Rents, Regulatory Agreement and Security Agreement (Deed of Trust) for a CDBG loan in the amount of \$312,000.00 to the Chase Brexton Health Services, Inc. (borrower). The CDBG funds were used for a portion of the acquisition cost for the borrower's central facilities building located at 1001 Cathedral Street (the project).

The borrower has received a capital project grant from the MHT to finance improvements to the building. The MHT requires that their historic designation be secured with a Deed of Preservation Easement. This form of deed will be recorded and is an easement exclusively for historic conservation. The financial consideration is in the form of an unsecured grant. The perpetual easement will protect the historical integrity of the structure and is assignable.

MINUTES

DHCD - cont'd

The MHT requests that it hold a superior lien position to protect its interests and therefore requests that all other lien holders take a subordinate position. The City's mortgage is currently secured in first position and this request for subordination will permit the MHT to take the superior position.

MBE/WBE PARTICIPATION:

N/A

THE DIRECTOR OF FINANCE REVIEWED AND RECOMMENDED APPROVAL.

UPON MOTION duly made and seconded, the Board approved the subordination agreement among the Maryland Historical Trust and the Mayor and City Council of Baltimore, acting by and through the Department of Housing and Community Development, for the Community Development Block Grant loan to Chase Brexton Health Services, Inc. The Board also authorized the Commissioner of the DHCD to execute any and all legal documents to effectuate this transaction SUBJECT to review and approval for form and legal sufficiency by the Department of Law.

MINUTES

Department of Housing and - Intercreditor and
Community Development (DHCD) Subordination Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve an intercreditor and subordination agreement among Wells Fargo Bank, the superior lender, the State of Maryland's Department of Housing and Community Development, the Housing Authority of Baltimore City (HABC), and the Mayor and City Council of Baltimore acting by and through the Department of Housing and Community Development (City) for the HOME loan to Orchard Ridge I Rental, LLC.

The Board is also requested to authorize the Commissioner of the DHCD to execute any and all legal documents to effectuate this transaction SUBJECT to review and approval for form and legal sufficiency by the Department of Law.

AMOUNT OF MONEY AND SOURCE:

No City funds are requested.

BACKGROUND/EXPLANATION:

On June 11, 2007, the Board approved a HOME loan in the principal amount of \$2,400,000.00 (HOME loan) to Orchard Ridge Rental I, LLC (borrower) to support a portion of the hard costs for the development of 80 of the 100 residential rental units (Phase I Project) composing the first phase of this master planned project. The Phase I Project was also financed in part by a first priority construction loan from SunTrust Bank in the principal amount of \$4,000,000.00 (first lien construction loan). Following the completion of the construction, the borrower is expected to repay the first lien construction loan by obtaining a permanent loan from Wells Fargo Bank in an amount not greater than \$3,500,000.00 (first lien permanent loan). The first lien permanent loan is financed through the sale of GNMA-backed securities and credit-enhanced by U.S. Department Housing and Urban Development (HUD)/Federal Housing Administration (FHA). The commitment for these funds was received by the City and the other subordinate lenders prior to the closing of the first lien construction loan and the HOME loan.

MINUTES

DHCD - cont'd

As construction has been completed on the Phase I Project, the borrower desires to close on the first lien permanent loan and refinance the first lien construction loan. In order for the permanent loan closing to occur and in order for the first lien permanent loan to be financed by the sale of GNMA-backed securities and credit-enhanced by the FHA. The terms of the first lien permanent loan must meet HUD's statutory and regulatory requirements, including ensuring the first lien permanent loan's priority rights in regards to issues including, but not limited to, the flow of funds, the use of insurance proceeds, and rights during foreclosure.

The terms of the intercreditor and subordination agreement require the subordinate lenders to amend their loan documents to be consistent with the terms of the intercreditor and subordination agreement.

MBE/WBE PARTICIPATION:

N/A

THE DIRECTOR OF FINANCE REVIEWED AND RECOMMENDED APPROVAL.

(FILE NO. 56294)

UPON MOTION duly made and seconded, the Board approved and authorized execution of the intercreditor and subordination agreement among Wells Fargo Bank, the superior lender, the State of Maryland's Department of Housing and Community Development, the Housing Authority of Baltimore City, and the Mayor and City Council of Baltimore acting by and through the Department of Housing and Community Development for the HOME loan to Orchard

MINUTES

DHCD - cont'd

Ridge I Rental, LLC. The Board also authorized the Commissioner of the DHCD to execute any and all legal documents to effectuate this transaction SUBJECT to review and approval for form and legal sufficiency by the Department of Law. 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 a land disposition agreement with Urban Development Company, LLC, developer, for the sale of City-owned properties located at Block 5198, Lots 026 and 068.

AMOUNT OF MONEY AND SOURCE:

\$15,000.00 - Block 5198 Lot 26
15,000.00 - Block 5198 Lot 068
\$30,000.00 - Sale price

BACKGROUND/EXPLANATION:

A good faith deposit in the amount of \$2,000.00 has already been received from the developer.

The project will consist of the conversion of the vacant lots into four town homes for homeownership. The developer plans to invest approximately \$374,228.00 into this project.

The properties are currently generating an estimated \$238.00 each in City and State property taxes. The re-assessment of the properties after redevelopment could generate an estimated \$1,819.00 each in real estate property taxes to the City. Once transferred and redeveloped the properties will be active on the tax roles of City thereby preventing tax abandonment.

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

The appraised value of the properties is \$22,000.00 per property. However, the purchase price was re-negotiated to \$15,000.00 per property. The reduction in the purchase price which resulted in a sale below the appraised value is due to the substantial decline in the housing market as determined by reported trends. This sale is necessary and vital to improving the community, eliminating blight, and establishing a specific benefit to the immediate community.

MINUTES

DHCD - cont'd

MBE/WBE PARTICIPATION:

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

(FILE NO. 57008)

UPON MOTION duly made and seconded, the Board approved and authorized execution of the land disposition agreement with Urban Development Company, LLC, developer, for the sale of City-owned properties located at Block 5198, Lots 026 and 068.

MINUTES

Department of Recreation and Parks - Out-of-Town Travel

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize an Out-of-Town travel for Messrs. Calvin Ford and Mack Allison III, part-time employees to attend The Silver Gloves National Tournament (Tournament). The event is scheduled for February 4-8, 2009, in Independence, MO.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

Messrs. Ford and Allison will act as coaches and chaperones to Gervonta Davis, Mack Allison IV, and Ronald Gibbs, participants in the Upton Boxing Program. The participants have qualified to compete in the tournament. These coaches and participants will represent the City of Baltimore in this endeavor.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Out-of-Town travel for Messrs. Calvin Ford and Mack Allison III, to attend The Silver Gloves National Tournament.

MINUTESHealth Department - Reimbursement of Registration Fees**ACTION REQUESTED OF B/E:**

The Board is requested to approve the reimbursement of registration fees of Messrs. Willie Williams and Jacques Maultsby.

AMOUNT OF MONEY AND SOURCE:

\$1,485.00 - Willie Williams
1,485.00 - Jacques Maultsby
\$2,970.00 - 6279-302-906-00-301

BACKGROUND/EXPLANATION:

On September 29, 2008 through October 28, 2008, Messrs. Williams and Maultsby attended, the East Coast Animal Control Academy at the Carroll Community College for continuing education for federal, state, and local law enforcement of Animal Control Ordinances. The education received as a result will improve services provided to Baltimore City citizens and their animals.

Messrs. Williams and Maultsby incurred registration costs which included lodging.

This request is late because the Health Department staff inadvertently overlooked the fact that lodging was included in the registration and processed the paper work for payment through the City Disbursements Department. The discovery was made there, and was rejected. The paperwork was not in time to request advance approval from the Board of Estimates.

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

UPON MOTION duly made and seconded, the Board approved the reimbursement of registration fees of Messrs. Willie Williams and Jacques Maultsby.

MINUTESBureau of Treasury Management - Development Agreement**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of a Development Agreement with East Baltimore Development, Inc (EBDI). The Board is also requested to authorize the Director of Finance or the Chief of the Bureau of Treasury Management to make such non-substantive changes that are not inconsistent with the enabling legislation, subject to review and approval by the Law Department.

AMOUNT OF MONEY AND SOURCE:

The Series D Bonds are anticipated to be issued in an aggregate principal amount not to exceed \$25,000,000.00.

BACKGROUND/EXPLANATION:

The development agreement will govern the issuance and uses of proceeds of Special Obligation Bonds, Series 2008D in a not-to-exceed aggregate principal amount of \$25,000,000.00 for the East Baltimore Research Park Project (Project).

The City is authorized under Article II, Section (62) of the Baltimore City Charter (1996 Edition), as amended (the Tax Increment Act), to designate by ordinance an area within Baltimore City as a "development district" and to establish a special tax increment fund with respect to such development district into which the revenues and receipts from the real property taxes representing the levy on the Tax Increment (as defined therein) for such development district are deposited and amounts to be used for the purposes set forth in the Tax Increment Act. The Tax Increment Act also authorizes the City to issue bonds, notes, or other obligations from time to time to finance the development, redevelopment, revitalization and renovation, and related costs, of the development district.

MINUTESBureau of Treasury Management - cont'd

The EBDI is undertaking the East Baltimore Research Project as part of a larger development of land within the District that is expected to include rental and for-sale housing units; retail, commercial, life sciences, and office space; a school campus; green space; and other publicly-owned community-oriented buildings. The East Baltimore Development Foundation, Inc. is an affiliate of EBDI. The City, EBDI, and East Baltimore Development Foundation, Inc. wish to provide for the financing of the Project by entering into this development agreement and issuing the Special Obligation Bonds, to be used to finance or refinance in part the Project as contemplated by the Appropriation Ordinance passed by the City Council of Baltimore for that purpose.

The development agreement describes the terms and conditions for the issuance of the Special Obligation Bonds and the delivery of such bonds into escrow; the responsibilities of the parties as regards project costs and activities; the processing of payment requests; project insurance requirements, record keeping requirements, the release of the bonds from escrow, the accrual of interest, and other terms and conditions relating to the completion of this project. This transaction will complete the final portion of an \$85,000,000.00 bond authorization for the East Baltimore Research Project, authorized under Ordinance 07-537, approved by the City Council on October 29, 2007 and approved by the Mayor and effective on November 8, 2007.

The Board of Finance approved this Development Agreement on January 26, 2009.

MBE/WBE PARTICIPATION:

N/A

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Development Agreement with East Baltimore Development, Inc. The Board also authorized the Director of Finance or the Chief of the Bureau of Treasury

MINUTES

Bureau of Treasury Management - cont'd

Management to make non-substantive changes that are not inconsistent with the enabling legislation, subject to review and approval by the Law Department. The Comptroller **ABSTAINED**.

MINUTES

Baltimore Convention Center - First Amendment to Baltimore Convention Center Construction, Operation, and Contribution Agreement and Lease

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the First Amendment to Baltimore Convention Center Construction, Operation, and Contribution Agreement and Lease between the Mayor and City Council of Baltimore (City) and the Maryland Stadium Authority (MSA).

AMOUNT OF MONEY AND SOURCE:

The budgeted City contribution is approximately \$2,400,000.00 annually and the State contribution is approximately \$4,800,000.00 annually. Each contributes \$200,000.00 per year to a reserve account for capital improvements deposited in the General Operating Fund.

BACKGROUND/EXPLANATION:

Under the original operating agreement approved on September 1, 1993, the City and State are obligated to pay the percentages of one-third and two-thirds, respectively, of the annual operating deficits of the Baltimore Convention Center and to contribute to a reserve fund for capital improvements. The original agreement ended in June 2008 and the State Legislature in the 2008 session approved an extension of the Baltimore Convention Center Construction, Operation, and Contribution Agreement and Lease until 2014.

(FILE NO. 54990)

UPON MOTION duly made and seconded, the Board approved and authorized execution of the First Amendment to the Baltimore Convention Center Construction, Operation and Contribution Agreement, and Lease between City and the Maryland Stadium Authority. The President **ABSTAINED**.

MINUTES

Police Department(BPD) - Expenditure of Funds

ACTION REQUESTED OF B/E:

The Board is requested to approve the expenditure of funds by Direct Payment Order to pay AT&T. The invoice is for the period November 10, 2008 through December 4, 2008.

AMOUNT OF MONEY AND SOURCE:

\$1,629.63 - 1001-204-068-00-304

BACKGROUND/EXPLANATION:

AT&T provided essential 1-800 redirect service, which are critical to the day-to-day operations of the BPD. AT&T, through its phone line provides a necessary tool for local and out-of-jurisdiction investigations, to include long distance service for daily covert operations. Historically, there has been no contract with AT&T for these services. The BPD is working with the Municipal Telephone Exchange to have these services provided under the citywide contract.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved the expenditure of funds by Direct Payment Order to pay AT&T.

MINUTES

Bureau of the Budget and - Grant Agreement
Management Research

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a grant agreement with the University of Maryland College Park Foundation, Inc. The period of the grant agreement is effective upon Board approval for one year.

AMOUNT OF MONEY AND SOURCE:

\$10,000.00 - 1001-592-005-00-701

BACKGROUND/EXPLANATION:

The University of Maryland under its Incentive Awards Program endeavors to promote scholarship and leadership among students from less advantaged circumstances by awarding four-year scholarships annually to one graduate from nine Baltimore City public high schools and five Prince George's public high schools.

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved and authorized execution of the grant agreement with the University of Maryland College Park Foundation, Inc.

MINUTES

OPTIONS/CONDEMNATION/QUICK-TAKES:

<u>Owner(s)</u>	<u>Property</u>	<u>Interest</u>	<u>Amount</u>
<u>Dept. of Housing and Community Development - Option</u>			
1. Ronald M. Carr and Marilyn Carr	1815 Druid Hill Ave.	G/R \$75.00	\$ 625.00

Funds will be transferred prior to settlement into Account No. 9910-588-087-00-440, Miscellaneous Project.

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

Baltimore Development Corporation - Option

2. Fred Zerwitz	475-77 Oldtown Mall	G/R \$164.00	\$1,804.00
-----------------	---------------------	-----------------	------------

3. TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$ 1,804.00 19 th EDF	9910-600-573 Constr. Research Fayette/Lombard St. Corridor	9910-601-879 Commercial Revita- lization

This transfer will provide funds for the acquisition of the ground rent at 475-77 Oldtown Mall as part of the land assembly needed for the redevelopment of Oldtown Mall.

MINUTES

OPTIONS/CONDEMNATION/QUICK-TAKES:

<u>Owner(s)</u>	<u>Property</u>	<u>Interest</u>	<u>Amount</u>
<u>Department of Law - Payment of Settlements</u>			
4. Dwan Bryant (previous owner)	1709 Harlem Ave.	L/H	\$ 9,666.00

On April 4, 2007, the Board approved the acquisition of the leasehold interest, by condemnation and quick-take, in 1709 Harlem Ave. for the amount of \$11,334.00 based on the initial appraisal. The City requested an updated appraisal which valued the property at \$18,333.00. The parties agreed to settle the condemnation suit for the updated value plus an additional \$2,667.00, which is 15% above the updated value for a total amount of \$21,000.00. Therefore, the Board is requested to approve payment of the balance in the amount of \$9,666.00 into the Circuit Court for Baltimore City in settlement of this case.

Funds are available in Account No. 9910-588-087-00-440.

5. Ricardo T. McCullough (previous owner)	938-944 W. Fayette St. and 101-107 N. Schroeder St.	L/H & F/S	\$152,753.00
--	---	--------------	--------------

On May 28, 2008, the Board approved the acquisition of the leasehold and fee simple interest, by condemnation in 938-944 W. Fayette St. and 101-107 N. Schroeder St. for the amount of \$672,247.00. The owner demanded \$1,088,000.00 for the property and \$172,000.00 in loss rental fees for a total of \$1,260,000.00. The parties mediated and agreed to settle the condemnation suit for \$825,000.00. Therefore, the Board is requested to approve payment of the balance in the amount of \$152,753.00 into the Circuit Court for Baltimore City in settlement of this case.

Funds are available in Account No. 9983-593-780-00-440.

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

<u>Owner(s)</u>	<u>Property</u>	<u>Interest</u>	<u>Amount</u>
<u>Department of Law - Settlements - cont'd</u>			
6. James W. Hammond and Rosalie Hammond, deceased (previous owners)	526 Swann Ave.	F/S	\$21,892.50

On October 24, 2007, the Board approved the acquisition of the fee simple interest, by condemnation in 526 Swann Ave. for the amount of \$150,120.00. The City requested an updated appraisal which valued the property at \$156,375.00. The parties agreed to settle the condemnation suit for the updated value plus \$15,637.50, which is 10% above the updated value for a total of \$172,012.50. Therefore, the Board is requested to approve payment of the balance in the amount of \$21,892.50 into the Circuit Court for Baltimore City in settlement of this case.

Funds are available in Account No. 9910-588-790-00-440.

Department of Law - Payment of Trial Verdict

7. 1601 N. Gay Street, LLC (previous owner)	1601 N. Gay St.	F/S	\$11,798.00
---	-----------------	-----	-------------

On December 20, 2006, the Board approved the acquisition of the fee simple interest, by condemnation in 1601 N. Gay St. for the amount of \$27,000.00. The City subsequently obtained an appraisal that valued the property at \$38,000.00. The Court determined the City could acquire the property and that the property's value was \$38,000.00. Post judgment interest is due in the amount of \$798.00 based upon an estimated 75 days to obtain and deposit the funds. Therefore, the Board is requested to approve payment of the balance in the amount of \$11,798.00 into the Circuit Court for Baltimore City in satisfaction of this case.

Funds are available in Account No. 9910-588-488-00-440.

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

UPON MOTION duly made and seconded, the Board approved the options, and payments of settlements. The Transfer of Funds was approved, SUBJECT to the receipt of a favorable report from the Planning Commission, the Director of Finance having reported favorably thereon, in accordance with the provisions of the City Charter.

MINUTES

Department of Housing and Community Development (DHCD) - Acquisition by Gift

ACTION REQUESTED OF B/E:

The Board is requested to approve the acquisition of 1109 N. Patterson Park Avenue as a gift from the Estate of Mr. Walter L. Epps and Ms. Ella Epps, deceased husband and wife, **SUBJECT** to all municipal liens, accrued interest, and penalties, other than water bills through settlement.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

Mr. J. Allen Cohen is the Personal Representative for the Estate of Mr. Walter L. Epps and Ms. Ella Epps. The subject property is a vacant structure and accepting it as a gift will save acquisition expense and time. This property is key to the redevelopment of the Biddle Street Community. The liens for 1109 N. Patterson Park Avenue are itemized as follows:

- \$ 75.57 - Real Property Tax 2008/2009
- 92.25 - Real Property Tax 2007/2008
- 53.43 - Miscellaneous Bill
- 251.00 - Miscellaneous Bill
- 203.28 - Miscellaneous Bill
- 259.70 - Miscellaneous Bill
- 189.22 - Miscellaneous Bill
- \$1,124.45**

774.90 - Metered Water Bill

UPON MOTION duly made and seconded, the Board approved the acquisition of 1109 N. Patterson Park Avenue as a gift from the Estate of Mr. Walter L. Epps and Ms. Ella Epps **SUBJECT** to all municipal liens, accrued interest, and penalties, other than water bills through settlement.

MINUTES**CITY COUNCIL BILL**

08-0199 - An Ordinance concerning Sale of Property - Portion of the Former Bed of Callendar Street 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 a portion of Callendar Street, contiguous to the east side thereof and extending from Baltimore Street, Southerly 137.4 feet, more or less, to Booth Street and no longer needed for public use; and providing for a special effective date.

ALL REPORTS RECEIVED WERE FAVORABLE.

THE DEPARTMENT OF PUBLIC WORKS SUPPORTS PASSAGE OF CITY COUNCIL BILL NO. 08-0199 PROVIDED THAT THE OPENING AND CLOSING ORDINANCES (08-0197 AND 08-0198) ARE APPROVED.

08-0201 - An Ordinance concerning Sale of Property - Portion of the Former Bed of Baltimore Street 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 bid of a portion of Baltimore Street, contiguous to the south side thereof and extending from Fremont Avenue, Westerly 247.0 feet, more or less, and no longer needed for public use; and providing for a special effective date.

ALL REPORTS RECEIVED WERE FAVORABLE.

THE DEPARTMENT OF PUBLIC WORKS SUPPORTS PASSAGE OF CITY COUNCIL BILL NO. 08-0201 PROVIDED THAT THE PORTION OF RIGHT-OF-WAY IS APPROVED FOR CLOSURE UNDER CITY COUNCIL BILL NO. 08-0200.

UPON MOTION duly made and seconded, the Board approved bills 08-0199 and 08-0201, and directed that the bills be

MINUTES

CITY COUNCIL BILL - cont'd

returned to the City Council with the recommendation that the bills also be approved and passed by that honorable body. The President **ABSTAINED**.

MINUTES**PERSONNEL MATTERS**

* * * * *

UPON MOTION duly made and seconded,

the Board approved

all of the Personnel matters

listed on the following page:

359

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 Mayor **ABSTAINED** on items one and two.

MINUTES**PERSONNEL**Office of the Mayor

	<u>Hourly Rate</u>	<u>Amount</u>
1. BOBBY POTTS	\$27.53	\$60,566.00
2. HOWARD D. DIXON	\$27.53	\$60,566.00

Account: 1001-639-026-00-109

Messrs. Potts and Dixon, retirees, will continue to work as a Special Assistant within the Office of the Mayor. Their duties will include, but will not be limited to: escorting the Mayor to meetings and public events, supervising the maintenance of vehicles assigned to the Mayor, processing reports required by the Bureau of General Services and any other agency requesting information regarding vehicles assigned to the Mayor, and advising the Mayor on public safety issues. These contracts show a 5% increase from the previous contract period. The period of the agreement is February 14, 2009 through February 13, 2010.

THE BOARD IS REQUESTED TO APPROVE A WAIVER OF THE SALARY CAP AND THE NUMBER OF HOURS A RETIREE MAY WORK AS STIPULATED IN AM 212-1 OF THE ADMINISTRATIVE MANUAL.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS & EXTENSIONS

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

Bureau of Purchases

- | | | |
|----|---|---------------------------------|
| 1. | <u>HOWARD UNIFORM</u>
Solicitation No. 07000 - Coveralls - Department of Public Works - Req. No. R513053 | <u>\$ 24,500.00</u>
Low Bid |
| 2. | <u>IRVIN HAHN</u>
Solicitation No. 07000 - Award Pins - Police Department - Req. No. R513361 | <u>\$ 18,000.00</u>
Low Bid |
| 3. | <u>HD SUPPLY</u>
Solicitation No. 06000 - Furnish and Deliver Various Parts for Water System Repairs - Department of Public Works - MBPO No. P505771 | <u>\$ 10,000.00</u>
Increase |

On December 23, 2008, the City Purchasing Agent approved the initial award in the amount of \$5,000.00 to meet the Department's immediate needs. This increase, in the amount of \$10,000.00 is needed in order to maintain the City's water system during this cold winter, making the total contract award \$15,000.00.

- | | | |
|----|---|------------------------------------|
| 4. | <u>COMMUNICATIONS APPLIED TECHNOLOGY</u>
Solicitation No. 08000 - Radio Parts - Fire Department - Req. No. R516407 | <u>\$ 13,265.55</u>
Sole Source |
|----|---|------------------------------------|

The vendor is the manufacturer and sole distributor of this product.

- | | | |
|----|--|-----------------------------------|
| 5. | <u>FRISCHKORN, INC.</u>
Solicitation No. 08000 - Mechanical Seals for Chesterton Products - Department of Public Works - Req. No. R517204 | <u>\$ 7,626.00</u>
Sole Source |
|----|--|-----------------------------------|

The vendor is the sole Maryland distributor for these products, which must be compatible with the existing equipment.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS & EXTENSIONS

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

Bureau of Purchases

- | | | |
|---|--------------|-------------|
| 6. NORTHEAST TECHNICAL SALES | \$ 11,740.00 | Sole Source |
| Solicitation No. 08000 - Flo-Stations - Department of Public Works - Req. No. R516721 | | |

The vendor is the sole Maryland distributor for these products, which must be compatible with the existing equipment.

- | | | |
|---|-------------|---------|
| 7. HOWARD UNIFORM | \$ 8,000.00 | Low Bid |
| Solicitation No. 07000 - Uniforms - Department of Public Works - Req. No. R515483 | | |

- | | | |
|--|--------------|---------|
| 8. HIGHER GROUND TRANSPORTATION SERVICES, INC. | \$ 98,270.00 | Renewal |
| BP 07044 - Provide Transportation Services - Health Department - Req. Nos. Various | | |

On December 20, 2006, the Board approved the initial award in the amount of \$98,270.00. On February 13, 2008, the Board approved a renewal in the amount of \$98,270.00. The period of this renewal is February 13, 2009 through February 12, 2010. After this award, there will be two renewal options remaining.

MWBOO GRANTED A WAIVER.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS & EXTENSIONS

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

Bureau of Purchases

- | | | |
|---|--------------|-----------|
| 9. SWAP FINANCIAL GROUP,
LLC | \$ 45,000.00 | Extension |
| BP 04087 - Provide SWAP Advisory Services - Department of Finance, Bureau of Treasury Management - Req. No. R517796 | | |

On March 17, 2004, the Board approved the three year initial award in the amount of \$188,400.00. On April 4, 2007 the Board approved a two year renewal in the amount of \$170,000.00. The Bureau of Treasury Management recommends the current contract be extended, rather than issue a new solicitation in this period of turmoil in the bond market, at least through the spring General Obligation and Water and Wastewater Bond financings. This award, in the amount of \$45,000.00, is on a month-to-month basis for the period April 1, 2009 not-to-exceed beyond September 30, 2009, making the total contract award \$403,400.00.

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

- | | | |
|--|--------------|-------------|
| 10. HARRIS CORPORATION | \$132,800.00 | Sole Source |
| Solicitation No. 08000 - Cell Phone Tracking System - Police Department - Req. No. R513199 | | |

The vendor is the sole source provider of this proprietary system required by the Police Department to maintain compliance with Federal, State, and local laws. The period of this award is February 15, 2009 through February 14, 2010.

It is hereby certified, that the above requirement 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.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS & EXTENSIONS

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

Bureau of Purchases

- | | | |
|---|---------------------|------------------------|
| 11. <u>BOBCAT OF BALTIMORE</u> | <u>\$100,000.00</u> | <u>Selected Source</u> |
| Solicitation No. 06000 - OEM Parts and Service for Bobcat Equipment - Department of Public Works, Fleet Management Division - Req. Nos. Various | | |

The vendor is the manufacturer's sole authorized dealer for the full line of Bobcat products and equipment in the Mid-Atlantic region. The period of this award is February 4, 2009 through February 3, 2012.

It is hereby certified, that the above requirement 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.Bureau of General Services

- | | | |
|--|---------------------|----------------|
| 12. <u>RETRO ENVIRONMENTAL, INC.</u> | <u>\$ 21,900.00</u> | <u>Low Bid</u> |
| IC 486 - Asbestos Removal at the James Gross Recreation Center | | |
| 13. <u>PHIPPS CONSTRUCTION CONTRACTORS, INC.</u> | <u>\$ 9,600.00</u> | <u>Low Bid</u> |
| IC 496 - Concrete all Repairs at the Park Terminal Building | | |
| 14. <u>FRS BUSINESS FLOORING, LLC</u> | <u>\$ 6,661.00</u> | <u>Low Bid</u> |
| IC 497 - Installation of Quarry Tiles Project for the Fire Department/Engine 44 located at 2 Upland Road | | |

MINUTESBureau of Purchases

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

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:

366 - 403

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 voted **NO** on item 12.

The Comptroller voted **NO** on item 12.

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS:

Bureau of Purchases

- 1. B50000938, Provide Fire Safety Co,
Inspection Services, Fireline Corporation
and Repair for Fire
Extinguishers \$1,842,080.85

MWBOO GRANTED A WAIVER.

- 2. B50000882, District Safety
Supply and Deliver Products, Inc.
Various Gloves Items Nos. 1,2,3,4,5,
6,7,8,10, and 11

Suburban Sales & Rental
Center, Inc.
Item No. 9 \$102,535.00

MWBOO GRANTED A WAIVER.

- 3. B50000817, Insur- Hilb, Rogal & Hobbs \$707,800.00
ance Broker of Baltimore, Inc.
Record Services

MWBOO SET GOALS OF 15% FOR MBE AND 5% FOR WBE.

MBE:	Walker Benefit Services	\$ 53,085.00	7.5%
	Grady Wright & Associates	\$ 53,085.00	7.5%
	Total	\$106,170.00	15.0%
WBE:	Dana Insurance	\$ 35,390.00	5.0%
	Services, Inc.		

MWBOO FOUND THE VENDOR IN COMPLIANCE.

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS:Bureau of Purchases - cont'd

4.	B50000786, Floor Tile and Supplies	First Potomac Environmental Corporation	\$ 49,690.00
----	---------------------------------------	---	--------------

MWBOO GRANTED A WAIVER.

5.	B50000764, Dive Team Vehicle	REJECTION: The three bids received were opened on November 19, 2008. The prices offered exceeded budgetary constraints. The specifications will be revised and re-bid at a later date.	
----	---------------------------------	---	--

Bureau of General Services

6.	PB06816, Conven- tion Center Roof Terrace Renovations	National Roofing CO., Inc.	\$1,969,247.00
----	---	-------------------------------	----------------

MBE:	Quality Walls and Windows, Inc.	14.0%	\$275,694.58
	De La Vega, LLC	3.0%	59,077.41
	Total	17.0%	\$334,771.99

WBE:	Abby Enterprises, LLC	1.75%	\$ 34,461.82
	Rich Roofing, LLC	5.25%	103,385.47
	Total	7.0%	\$137,847.29

MWBOO FOUND THE VENDOR IN COMPLIANCE.Bureau of Water and Waste Water

7.	SC 7758, Drainage Repairs and Improve- ments at Various Locations	Allied Contractors Inc.	\$1,066,490.00
----	--	----------------------------	----------------

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS:

Bureau of Water and Waste Water - cont'd

MBE:	Final Grade & Pave, LLC	1.41%	\$ 15,000.00
	Priority Construction Corp.	3.75%	40,000.00
	JM Murphy Enterprises	<u>9.94%</u>	<u>106,000.00</u>
	Total	15.10%	\$161,000.00
WBE:	McCall Trucking, Inc.	4.03%	\$ 43,000.00

MWBOO FOUND THE VENDOR IN COMPLIANCE.

A PROTEST HAS BEEN RECEIVED FROM V&S CONTRACTORS, INC. AND HARRIS JONES AND MALONE, LLC. ON BEHALF OF R.E. HARRINGTON PLUMBING AND HEATING, INC.

8. TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$ 550,000.00	9958-522-100	
MVR	Constr. Res.	
	Safety Grates	
300,000.00	9958-522-400	
MVR	Constr. Res.	
	Pulaski Hwy. Drainage	
500,000.00	9958-522-715	
MVR	Constr. Res.	
	Northeast Baltimore Drainage	
57,766.00	9958-522-451	
<u>MVR</u>	Constr. Res.	
	Fairmount Storm Drain Improv.	
\$1,407,766.00		

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS:

Bureau of Water and Waste Water - cont'd

\$ 106,649.00	-----	9958-520-101-2 Extra Work
106,649.00	-----	9958-520-101-3 Engineering
63,989.00	-----	9958-520-101-5 Inspection
1,066,490.00	-----	9958-520-101-6 Construction
<u>63,989.00</u>	-----	9958-520-101-9 Administration
\$1,407,766.00		

This transfer will provide funds to cover the costs associated with the award of Contract No. SW7758, Drainage Repairs & Improvements at Various Locations.

Bureau of Recreation and Parks

9.	RP 08823 Roofing Replacement and Related work at Madison Square Rec. Ctr. Dome	Warren-Ehret Company of Md., Inc	\$ 99,265.00
MBE:	Molecular System, Inc.	7.00%	\$ 6,949.00
WBE:	Hancock & Albanese, Inc.	4.00%	\$ 3,971.00

MWBOO FOUND THE VENDOR IN COMPLIANCE.

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS:

Bureau of Recreation and Parks - cont'd

10. TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$ 75,000.00	9938-475-721	
State	Reserve	
25,000.00	9938-475-721	
<u>R&P 23rd Series</u>	Reserve	
	Park and Rec.	
	Facilities	
\$ 100,000.00	-----	9938-474-721
		Active
		Parks and Rec.
		Facilities

This transfer will provide funds to cover the costs associated with the award of Contract No. RP08823, Roofing Replacement and Related Work at Madison Square Recreation Center Dome.

Bureau of Purchases

- | | | |
|---|-----------------------------|--------------|
| 11. B50000930, Furnish
and Deliver Black
Fill Mix | P. Flanigan & Sons,
Inc. | \$237,750.00 |
|---|-----------------------------|--------------|

MWBOO GRANTED A WAIVER.

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS:

12. B50000822, Automotive
Batteries

THE PROTEST OF D.D. & M. INC. WILL BE HEARD ON FEBRUARY 4, 2009.

President: "We have one protest that remains on the agenda this morning and that is Page 64 #12 recommendation for contract award and rejections #12 Automotive Batteries. If you are here to speak on that protest, please come forward."

Mr. Kenney: "Good morning."

President: "Good morning."

Mr. Kenney: "Thank you for this opportunity. May I begin?"

President: "Yes. I want you to speak right into the microphone, very close."

Mr. Kenney: "Is this good?"

President: "Yes. And I want you to tell us your name before we begin."

Mr. Kenney: "I am Dustin Kenny, I represent D.D. & M. Inc. and this is Michael Lindsay. He also represents D.D. & M. Inc. May I proceed?"

President: "Yes."

MINUTES

Mr. Kenney: "I am here today to prove that the majority of the current automotive battery award has been made to a company that submitted a non-responsive bid proposal because of specification and compliance. Once I am finished, you will also have no doubt that my company D.D. & M followed all written bid instructions and general conditions and most importantly, submitted the City with the low and responsive bid proposal."

President: "I think I gave you a little bit too strong a recommendation. Back-up just a little bit. Not that far. I am sorry."

Mr. Kenney: "Please see the fourth page of the solicitation. This is the first thing that we come to. Please see Section SW1, letter A, titled Scope of Work. This is prevailing section. It is noted in the order of precedence. It comes after the addendum. Please see that the purpose of this solicitation is to procure the best value for the City of Baltimore in accordance with specifications. The specifications are listed on page B4 and B5."

President: "Once you are done, if you could just flip them so if anyone in the audience wants to read it they can see it."

MINUTES

Mr. Kenney: "Yes madam. Thank you once again for this opportunity. It is a pleasure."

President: "Okay."

Mr. Kenney: "Okay, on page B4 and as anybody - can we see this all? Ms. Taylor? Okay on page B4, the guideline for submitting item no. 1 it states 'Automotive Batteries, Maintenance Free-Type in accordance with BCI Ratings and Specifications.' Please see the that BCI group here are the dimensions of batteries the City is asking for and the column next to that CCA @ 0 Degree Fahrenheit is how many amps those dimensions must have. On page B5, there is also a significant guideline for submitting item no. 1. It states, 'Attach a copy of literature and detailed specifications to demonstrate that the product being offered meets or exceeds the City's minimum requirements'. In addition, all of the items on this contract exist. They are all available and they are all available to the City. They all exist. Next page please, the bid does clearly state that the City has minimum requirements, nothing can be lower, the least they will accept. The term detailed specifications is actually used in two places. The first is in the section of the bid on

MINUTES

pages 10 and 11 titled Detailed Specifications. That does not refer to product ratings. However, on page B5 the detailed specifications term does refer to the product ratings. The City's first reference to deviations from specifications is under the submissions instructions page, page 15. This submission instruction is not under the order of precedence. However, on page 12 the title of the submission instructions does state that this is a prevailing section. Letter F, page 15 states 'do not insert or include any exception, modification, alteration or deviation not approved in writing by the City Purchasing Agent'. G, follows-up and states, 'any approved exception, deviation, modification or alteration must be prominently displayed and flagged'. To deviate from the specifications, from the ampere requirements on page B4 you must get written approval and you must flag your written -- your approved deviation. You have to understand that for a deviation to be considered, it has to be approved not simply flagged. Please reference my e-mail to Mr. Feldman, who is the Buyer for this contract. It is stated in three places to reference Mr. Feldman's name is on the cover of the solicitation. The e-mail

MINUTES

is dated on November 15, at 9:28, I asked and this is my quote, 'how are deviations handled? Page B5 states, 'Attach a copy of literature and detailed specifications to demonstrate that the product being offered --."

President: "You numbered your --."

Mr. Kenney: "Yes madam."

President: "What number is this e-mail that you are referring to now?"

Mr. Kenney: "Are you guys going off the --?"

President: "What you submitted. You submitted your --."

Mr. Kenney: "Yes madam. That would be item --."

President: "E-mail number 6?"

Mr. Kenney: "Yes madam. I submitted e-mail packets."

President: "I know you have numbered them. I am just trying to follow with this one. Do you remember which number you put on this one?"

Mr. Kenney: "Item 6."

President: "Item 6. Alright."

Mr. Kenney: "It states, I am going to start over. How are deviations handled? Page B5 states, 'attach a copy of literature

MINUTES

and detailed specifications to demonstrate that the product being offered meets or exceeds the City's minimum requirements'. The key phrase is, 'meets or exceeds.' I take this to mean that if the offered batteries have ratings less than the ratings in Section B4, the bid would be rejected. It really doesn't get any more specific than that. I referenced the page number that the ratings were on and I was referring to offered products and not delivered products. Mr. Feldman answered me on November 15, at 3:29 p.m. and stated 'that if a proposed alternative product does not meet the specifications sent in the solicitation, it will be rejected'. Currently, the award is based on two products that do not meet the specifications sent in the solicitation. That is discrimination. Best Battery submitted two products that do not meet the specifications sent in the solicitation. Here is how we know this to be true. Their letter submitted with this bid states and this is for the group 65 requirement on page B4 after Exide brand 6560 is used and has a rated CCA of 850, this is lower in range of the normally accepted deviations of 5% by most municipalities. Again, they also offered a group 31

MINUTES

deviation and it states, 'it is rated CCA of 950', which once again is within the normally accepted deviation. The City asked for a 1,000 CCA on the group 31, and they asked for 875 on the group 65. I have a copy of their bid sheet just to show that they did submit those deviations. You can see them there the group 65, 6560 and the group 31 31HC. Those deviations were used on the bid sheet and they affect the total. Please see that the term deviation that we used to the City is not foreign to the City at all. It actually has a title under the General Conditions Deviations Specifications, and furthermore, the award was made to a company that used the exact same term to flag their products that were under the minimum requirements. Our deviation requirement was shut by the buyer. Did Best Battery get written approval for their deviations? The answer should be no. Because if they did the general conditions of this solicitation on page 20 under GC9 titled Changes to Specifications state, 'any substantive change or interpretation of the contract documents or specifications if made would be made by addendum duly issued. A copy of such addendum may be

MINUTES

furnished to each known person receiving a set of such documents'. Only two addendums were issued and neither changed the minimum requirements on the pages B4 and B5. In addition, if the answer is no, I would also like to bring you to the same page. That is page 20 GC titled Conditions, Qualified or Non-Responsive bid proposals, and it states, 'any proposal which is not submitted in a formal manner indicated by a proposal documents and proposal forms or which alter any pertinent terms, conditions, specifications or forms which have not been previously approved by written addendum shall be rejected without further consideration'. I can rest my case here, however, I would like to bring your attention to page 8, SW20, it's method of award letter A, it states, 'an award will be made to the low responsive and responsible bidder based on the total lump sum bid price for all items.' This is why we are here. D.D. & M followed all instructions and met all specifications and is being discriminated against and harmed if the Board allows the current majority award holder not to be removed from this contract. Please understand that lower rated products cost

MINUTES

much less. We all know this. That is why the City has specifications so that all the bids can be evaluated fairly. Please see that D.D. & M also has lowered the minimum requirement products. The City has the pricing for these products. We submitted them with our distributor price sheet with the solicitation, signed, sealed and delivered on time. On page 13, under section 2, Submission Instructions, letter F, states it is number 3, actually the title is on the previous page, but it goes into page 13 here, 'the City will use the current most recent manufactured suggested retail price list as submitted by all bidders as a basis for calculating prices for the purposes of evaluating and awarding'. Did the City overlook all prices when they decided with an 850 CCA was unacceptable for the deviation for the group 65 a requirement on page B4. That is only way they would have known that in all fairness to the other bidders was if an addendum was issued. Since then, an addendum was not issued. All of the bidders have to assume that the amperage specification on page B4 is necessary. Please see our distributed price sheets submitted

MINUTES

with this bid. This is the copy that the City received at that time. We have three rated group 65 batteries. We have a 650 CCA and 850 CCA and an 880 CCA. Obviously, the 880 CCA was used because there was not an addendum issued that changed the requirement for the group 65 875-amp requirements on page B4. In addition, the group 31 battery, which we are also bringing to your attention, the City, accepted a deviation of 950 CCA. Again, this is our distributor price sheet submitted with the bid. We offer a 925 group CCA rating deviating on that model we feel that the City should evaluate ours. I mean that would be fair. Business and bids are essential to a company's survival. All instructions and terms are sent to the bidder that the bidder has to follow and the bidder has to assume that all the other bidders will be made to follow the exact same terms. Any deviation benefit extended to Best Battery should be extended to us, as well as the other bidders that submitted responses in this solicitation. The value of this award is \$3,200,000.00. That is a big Wow. Therefore, the terms of this solicitation should be taken very seriously. Please see how D.D. & M has

MINUTES

been harmed and will be harmed if the Board does not act. See the calculations of the bid sheets by removing the items of concern. I need to note that purchasing itself removed the group 74 that is highlighted here in green, because one bidder was unable to provide that product and it happened to be the Best Battery Company. Please note that in addition that all the other five submitted bids offered on this item. Since the removal of the concerned item that is common practice, please the cumulative bid total between D.D. & M and Best Battery with the items of concern removed the group 65 and the group 31. If you take them off, they are highlighted in pink, our bid is \$6,000.00 lower. D.D. & M is the lowest. In the General Conditions on page 20 GC11, waiver of technicalities and specifications, it states 'minor differences in specifications and or other minor technicalities may be waived at the discretion of the Board of Estimates upon the recommendation of the City Purchasing Agent'. Please see our cumulative bid total sheet at the deviation benefit on the group 65 and the group 31 is extended to D.D. & M. We value that the prices that we

MINUTES

submitted with the bid. Again, D.D. & M is lower, a lot lower by \$14,000.00, again, that is another wow. We all know that lower rated products cost much less. Again, the City has the specs so that all bids can be evaluated fairly. Lastly, just to show you how one item can cause a company to be disregarded as it applies right now is for the group 65 battery. If only the group 65 deviation benefit is extended to D.D. & M, again this 850 CCA battery is identical to what was accepted by Best Battery and lowers our bid sheet by \$10,000.00 and D.D. & M is again for the third time lower by \$4,082.25. Again, I appreciate your time and do you have any questions?"

President: "No."

Mr. Kenney: "Yes madam."

President: "No. I will reserve it."

City Solicitor: "I have one. Do you want to wait until after purchasing has made their presentation?"

President: "We might as well."

City Solicitor: "Okay."

Mr. Cecil Moore, City Purchasing Agent: "Madam President,

MINUTES

Board. This bid really, this whole issue centers around the acceptance of alternate products. The bid document itself clearly explicitly gives all vendors an opportunity to submit alternate products. Best Battery in fact did and Best brought the best value to the City. Now a lot of issues that were raised here during Mr. Kenney's presentation were not a part of the original protest. So, I don't -- I am not prepared to talk about all of those things. I am only prepared --."

President: "Well then a part of it. It seemed like a lot of background information."

Mr. Kenney: "Yes madam that is correct."

Mr. Moore: "Well no, his issues are really centered around alternate products. He did provide some information there. There was some technical data that he did present."

President: "What are the new arguments? Because it seemed to me that he just gave a very detailed explanation and background information."

Mr. Moore: "Well he submitted a lot of data referencing the actual terms of the solicitation document itself, they were not

MINUTES

a part of his original protest. So --."

President: "That is not just background information?"

Mr. Kenney: "It all pertains. If you follow my general guideline that I submitted it backs up all of the statements that I made, and they are pretty clear."

President: "It didn't seem like a new argument to me. It just seemed like he was trying to explain."

Mr. Moore: "We interpreted his argument being two things. One, that he was not aware that he could submit alternate products. The solicitation explicitly states that. We also -- he attached new submissions that because other vendors did submit alternate products, that he has been harmed by that. He was not. In fact, the other vendors submitted alternate products. So, those were his two arguments. That is what he asserts in this original document that he sent here. In reference to that item 6 that he mentioned earlier. So, based on that--."

President: "What is the new argument, I am missing it."

Mr. Moore: "The new argument is that has been treated unfairly

MINUTES

because he didn't know that he could submit alternate products."

President: "Okay."

Mr. Moore: "So we maintain that the solicitation explicitly gives all vendors the authority and right to submit alternate products. We maintain that the Board -- that the recommendation that we dealt forth originally is in the best interest of the City. That the City -- that Best Battery did indeed bring the most responsive and responsible bid."

President: "Alright."

Mr. Kenney: "May I?"

President: "One second."

Mr. Kenney: "Yes madam."

President: "Mr. Solicitor, you had a question?"

City Solicitor: "A question for the protestant. Could you speak to the issue of your withdrawal of your prior bid? And why you withdrew it? And explain to us factually and otherwise how it is that you are here now and that you were not here and did not maintain the protest or continue it back in December?"

Mr. Kenney: "Sure. When we came in the first time for the bid

MINUTES

opening. I inquired with the Comptroller, how to make the City aware of the products that didn't meet the minimum requirements at time, and if you see the agenda the front page gives you a list of how to protest. We wrote up both proposals and once we submitted it. At that time we also found out that the City Purchasing Agent or not the City Purchasing Agent, but the buyer -- I now know that Mr. Moore is the City Purchasing Agent -- but the buyer responsible for this solicitation -- actually you can communicate with them and submit them a list of your concerns. I did do that with Mr. Feldman standing, prior to the right of Mr. Moore here. I got a phone call from him and basically it re-assured the fact that the City does hold pretty strict requirements as far as specifications. The other thing is to be evaluated fairly. Again, you have to understand that this is my first time soliciting the City of Baltimore for business and obviously, the Department that is going to make that determining factor, when they tell you that they are going to evaluate everything, apples to apples you want to back off a little bit for the fact that you don't want to offend your new customer.

MINUTES

So at that time I did put full trust of my company in the purchasing and buyers hands to evaluate it fairly. When the award was made and we found out that they didn't uphold the specification compliance, so that is when I re-submitted my protest again and I did that immediately once we saw that the award was made. We got an e-mail and that is when I re-submitted it. I didn't realize it. If I wouldn't have submitted please understand nobody would have ever made sure that the products offered were really what the City asked for. So, now we found out that that is not common practice to check that. That is why we are here."

City Solicitor: "So basically, you withdrew the protest or the communication which was submitted back last year because you didn't want to upset the purchasing people."

Mr. Kenney: "Yes and I felt that they were going to be evaluating it. Yes sir."

City Solicitor: "Okay. And then what happened was purchasing moved forward, presented it to the Board of Estimates. The

MINUTES

Board of Estimates acted and you had no protest pending.
Correct?"

Mr. Kenney: "Correct sir, yes sir."

City Solicitor: "And then you learned afterwards that the award had been made and that while you were successful you were not as successful as you had hoped to be."

Mr. Kenney: "No sir. We in the event that the actual conditions the specifications were upheld we were the most successful and as a result of that that is why --."

City Solicitor: "Well I would just say that you were disappointed in the outcome of the Board's decision back in December."

Mr. Kenney: "I was disappointed in the fact that the requirements were not upheld."

City Solicitor: "In particularly you were disappointed that Purchasing allowed the use of an alternate or equal product by Best Battery's?"

Mr. Kenney: "Yes, and I actually have some a refute or rebuttal for that. If you don't mind, I can explain that."

MINUTES

City Solicitor: "Okay."

President: "Real fast."

Mr. Kenney: "Alternate products. Maybe I can clarify that and maybe you will understand that a little better. Alternate products, it says here on the page 9, 'be advised a manufactured brand offered is offered as an alternative to the specified brand shall be subject to acceptance by the City on an/or equal basis. It is the bidders sole responsibility to provide irrefutable evidence that the alternate brand is equal in all respects.' Again, the City didn't ask for a brand and since we are not battery specialists here, let me kind of put this into perspective. We can all relate to mortgage payments and rent payments. Your rent payment is \$875.00. I present \$850.00. That is not equal to the payment. That is not going to make the payment, and when I asked Mr. Feldman if he would accept a lower payment from me, I felt like I was going to be kicked out of my house, therefore, comparatively this bid."

City Solicitor: "So, you really dispute whether the City had the authority to accept the Best Battery product as an alternate product?"

MINUTES

Mr. Kenney: "Yes sir. Because the specifications -- again, it is not a brand it's an actual size and a requirement. So, yes."

City Solicitor: "I understand."

Mr. Kenney: "Yes."

City Solicitor: "Thank you."

Mr. Kenney: "Yes sir."

Mr. Moore: "Just one thing. In the competitive bid process one of the purposes for going out for competitive bid, is to find the best prices and best product. But, also a part of that is looking for alternatives to what we expect. You know people like this gentleman here is aware of more of what is going in the battery industry than we are. Best Battery's had information and knowledge that we may or may not know. So if we expect something, it is what we anticipate our requirements are. But if a vendor brings us a better solution then the spec we have the responsibility to accept the best solution that brings the City the best value, and that is what we did here."

President: "Can we hear from Mr. Feldman? Is the -- some of the main issues, a few of the main issues are whether or not D.D. & M

MINUTES

understood what alternative was, you know, what that meant, and understood that in a timely manner. We have evidence in several e-mails. If you could explain your attempts to educate D.D. & M about the City's requirements? I know I called your name, but if you could just for the record, for the tape just say your name."

Mr. Stuart Feldman, Procurement Specialist II: "Prior to the bids being opened, several e-mails, the vendor had several questions regarding deviations and de-fluctuations to what we expect in the bid. One of the e-mails, the very first one he sent was sent on November 15th, it said 'how are deviations handled'? Section B-5 states 'Attach a copy of literature and detailed specifications that the product being offered meets or exceeds the City's minimum requirements'. The key phrase is 'meets or exceeds'. I take this to mean that if offered batteries have ratings less than the ratings in section B-4 the bid will be rejected? If this is so, now the solicitation has been changed to allow distributor price sheets, which are open to manipulation - what keeps a bidder from over rating his or her batteries to comply with the City's 'minimum requirements'.

MINUTES

We see our competitors that private label batteries over rate their products on a daily basis. I replied on Wednesday, November 19. If a proposed alternative product does not meet the specifications sent in the solicitation, it will be rejected. If a vendor falsely represents an inferior product as meeting or exceeding specifications and the product does not perform as advertised, the vendor will be required to correct the situation by providing replacement products which do in fact meet the expectations set by the City of Baltimore and could be removed from the contract as well as banned on bidding on future solicitations. Honesty is the best policy. When he sent the first e-mail on November 15th, I thought -- it was my understanding that he was asking about vendors who falsely state the claims of their batteries, the ratings of their batteries. So, in the pamphlet that I sent him, the first sentence addressed unit specifications in the bid, and the remainder of the e-mail reviews the fact that vendors are required to provide what they bid. That was the first e-mail. Then there were e-mails back and forth multiple times and at that point I thought

MINUTES

it would be best to have a conversation via phone, because it seemed that it would be easier and just to make sure that we were both on the same page, because it seemed, as we learned now, that he was asking about changing the specs. In the e-mail that he had sent --."

President: "The date on it?"

Mr. Feldman: "Wednesday, November 19th."

President: "Is this the same e-mail?"

Mr. Feldman: "No this is a different e-mail."

President: "All on the 19th?"

Mr. Feldman: "Yes. In response to mine regarding how deviations are handled."

President: "Okay. Go ahead."

Mr. Feldman: "It is a long e-mail so I will just go down to the section that applies to this situation and the product that we asked for. Even a 10% deviation and actual CCA would not be noticed in the performance of the battery. In some cases the difference in what you are asking for is a 20 CCA different from what actually exists. Example, Group 70 540 CCA is a bid item."

MINUTES

Our closest match is a Group 70 525 CCA. That would generally be considered to be the same. It makes me feel that there is no way bidders can cheat and so forth, and when the bidders are being reviewed by the Bureau of Purchases as well as the Fleet Management Division, we trust their opinion in reviewing anything that deals with automotive interest, because that is they're area of expertise. A determination that is based on what they sent in that e-mail and experience that the City has had in using batteries within that 10% or 20% deviation and is performing as the City needs the spec with the alternate product as proposed by the other was accepted by the City."

Mr. Moore: "And again, he acknowledged that even with the 10% deviation the actual CCA which was Cole Cranking amps would not be noticed in the performance of the battery. So, the alternate product would not be noticed. So we can get a cheaper product that would give us the same performance characteristics that we were looking for."

President: "So, and I will go back to Mr. Feldman, in your I guess estimation, if you were to sort of sum up what the

MINUTES

miscommunication was or maybe it was a misunderstanding and potentially some of it can be chalked up to this is as first time bid. I know that you have tried to explain what is going on. What would you -- how would you respond to the first protest that they didn't have adequate information based on your communications as well as that the subsidiary alternative was not adequate?"

Mr. Feldman: "Well if a vendor has a question rewriting a spec and it is submitted in writing during or even verbally we ask them to submit it in writing. During the course of the bid meeting and prior to the bids being opened. We will review it and then add it as an addendum. If a vendor when they submit their bid offer a product and an explanation or a justification as to why that product meets the City's needs, then it would be accepted unless there was an issue regarding that product being considered that would be excluded from the bid."

Mr. Moore: "Due to performance."

Mr. Feldman: "A performance issue. I think the miscommunication

MINUTES

was when he had sent the e-mail asking how deviations were handled on the 15th, I had taken it to mean because he was asking the product doesn't meet what the vendor that submits meaning the vendor submitted fraudulent information or fraudulent bid. Not how or that the battery that was close in spec that would do the job be handled would it be accepted or not."

Mr. Moore: "In addition to that Madam President, if you look at item six, all of the comments that precede the first sentence indicate and substantiate what Mr. Feldman is saying."

Mayor: "What is the purpose of the pre-bid meeting? Isn't that an opportunity for all bidders to come and raise questions and answers?"

Mr. Kenney: "There was not one."

Mr. Moore: "Yes madam. That is normal."

Mayor: "Did they have one?"

Mr. Moore: "We did not hold one in this instance. We typically sometimes when off the shelf items we don't. We have since changed that policy and we will be holding them going forward."

"Can I make one comment?" (Voice from the audience)

President: "It depends who are you?"

MINUTES

Mr. John Onruh, representing D.D. & M.: "Really the issue is -- comes down to is a numbers thing, and you folks looking through your agenda, the numbers is everything to what you folks do. Without getting into what the difference is in batteries and specs are to it, still comes down to a number issue on to that. You folks asked for a battery that was a 1,000. It doesn't make any difference that you would understand what that means. But you asked for a 1,000. If it was a money issue on to that and you were demanding a \$1,000.00 does that mean that I can give you \$950.00 and that is okay? Because it means the same thing in the batteries. If you asked for a gallon of water on to it and I give you a full gallon and Mike gives you $\frac{3}{4}$ of a gallon that is not the same thing onto it. You asked for a specific number. You asked for a 1,000. We have other -- the point of it is, we had numbers that would go below that. We were told this is the specification that the Fleet gave the buyers that they wanted. They wanted 1,000 Cole Cranking amps on a battery. We gave them a 1,000. We didn't deviate from that. The other one was 850 versus 880, it's a numbers thing. I mean if you forget about specifications or batteries you asked for a

MINUTES

specific number. We gave you a number. The people you awarded the bid too did not."

Mr. Kenney: "And it is compatible. Mr. Moore did state. If the question arises prior to the bid close, then an addendum would be issued. But please understand that it would be non responsive if the City asks for a 1,000 story building and the winning bid provided a 950 story building. It is not fair to exclude the other bidders from I am sure 950 for billing bid work, but obviously that would change the entire proposal documents and if the proposal documents were not changed, then 950 would be non responsive."

President: "Giving full credit to your displays."

Mr. Kenney: "Yes Madam."

President: "And your comparisons, they don't accurately describe what we are dealing with. You talked about mortgage payments, rent payments, buildings, quarts of water that is not really an accurate analogy to get to the reason why the City accepts that deviation. It is clear despite everything that you didn't have a clear -- this is your first bid. You did not have an understanding of what is acceptable when the City asks

MINUTES

for a specific thing. There is a range of acceptable responses, and because you didn't understand, because this is your first time you gave one --."

Mr. Kenney: "One requirement."

President: "Right. You gave one requirement. But it seems that Mr. Moore and Mr. Feldman had tried to explain that there is a range of acceptable offers. Correct?"

Mr. Kenney: "Not in writing Madam. Our e-mail that asked about deviations it was clear. I mean deviations are deviations. Deviations reflect a specification that is what it means. All bids will be rejected if they do not meet or comply with and that was the response from the City Purchasing Agent."

President: "But you didn't. You asked the question but did not understand the answer."

MR. Kenney: "When they said that any deviation would be rejected, that I don't know how else to take that other than you mean if you --."

President: "He is trying to explain to you how to take it. I am wondering if you are understanding now?"

Mr. Kenney: "I do understand now, prior before the bid closed."

MINUTES

It wasn't I mean in our communication if we deviated, our bid would not be accepted. I mean that's -- deviations would be rejected. It doesn't really get anymore specific than that."

Mr. Moore: "Madam President, just one last comment. Best did offer an alternate product, but so did at least one other vendor. So, there was within the vendor community and those who bid on this product. Mr. Kenney perhaps did not understand that. But at least two other vendors did, and did submit alternate products. I think if you look at item six here, he said that he takes this mean -- I take this to mean that offers batteries that have ratings less than the ratings that were suggested would be rejected. He took that to mean that and his interpretation of that we can not control."

President: "It just does not --."

City Solicitor: "Madam President, may I make a Motion?"

President: "Sure. Are there any other questions though?"

City Solicitor: "Any other questions from the members of the Board?"

President: "Okay. Yes."

City Solicitor: "Merits aside, I would move that we deny the

MINUTES

protest based on un-timeliness. I am sorry that this is your first experience in the City. You are one of the awardees, I hope you come back and I hope you understand the outcome."

President: "If you're Motion is based on the un-timeliness?"

City Solicitor: "It is."

President: "Then I won't be supporting that. So, I don't know if there is a merit based Motion on the table?"

Mr. Kenney: "Un-timeliness. As soon as got award notification we filed our protest."

City Solicitor: "But then withdrew it. I would ask if there is a second."

Mr. Kenney: "The first protest was done before the award, and then after the fact we found out that the protest -- you protest the award, and since the award was not made the first time, we protested -- that is why an additional was withdrawn. But once the award was made, we followed procedure and protested that."

Director of Public Works: "Second."

City Solicitor: "Motion and seconded."

Director of Public Works: "I second."

MINUTES

President: "All those in Motion say AYE. All those opposed NO."

Comptroller: "I oppose also. Because the Board decided to hear it and I understand what Mr. Moore is saying, but 1,000 is what the specification said, I agree with the protestant."

President: "I understand that there is clear misunderstanding. I think -- as it is clear this was your first time at bat. I think this has been instructional for you, as far as what is acceptable in the bid. You said that there is only one way to interpret what the response is. That being said, I have reviewed the documents and there is more than one way to interpret it, if you have experience, which you did not. Which led you to interpret it the way you did. I do believe that the City has an argument in support or rejecting the protest on the merits. That being said, the fact that the Motion was made based on the un-timeliness of the protest. My vote is NO. Motion carries. Thank you."

MINUTES

Mr. Kenney: "So, three to two right? It didn't pass?"

President: "Your protest was rejected."

Mr. Kenney: "Thank you so much again. It has been a pleasure. It really has."

President: "It was with you as well. That was interesting your displays."

Mr. Kenney: "Thank you Ms. Pratt. Ms. Dixon it's an honor. Thank you."

* * * * *

MINUTES

Bureau of Water and Wastewater - Agreement for Project 1086R

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an agreement with Rummel, Klepper & Kahl, LLP to provide on-call engineering services under Project 1086R, Urgent Need Storm Water Engineering Services. The period of the agreement is effective upon Board approval for one year or until the upset limit is reached, whichever occurs first.

AMOUNT OF MONEY AND SOURCE:

\$250,000.00 - 9958-520-439-20-331

BACKGROUND/EXPLANATION:

This agreement is for the Storm Water Engineering Office to improve the City's storm drain system. The scope of work includes preparation of contract documents, including plans and specifications, cost estimates, permits, surveys and alignments, borings, hydraulic analysis, project management, field investigations, emergency services, and geotechnical services.

The consultant was approved by the Architectural and Engineering Awards Commission.

MBE/WBE PARTICIPATION:

MBE: Daniel Consultants, Inc.	\$32,500.00	
EBA Engineering, Inc.	<u>20,000.00</u>	
	\$52,500.00	21.00%
WBE: Floura-Teeter Landscape Architects, Inc.	\$12,500.00	
Elizabeth Anderson Comer/Archaeology	<u>5,000.00</u>	
	\$17,500.00	7.00%

MWBOO FOUND THE VENDOR IN COMPLIANCE.

AUDITS NOTED THIS ON-CALL AGREEMENT AND WILL REVIEW THE TASK ASSIGNMENTS.

MINUTESBureau of Water and Wastewater - cont'd**TRANSFER OF FUNDS**

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$300,000.00	9958-522-439	9958-520-439-3
MVR Funds	Constr. Res. On-Call Storm Drain Design & Eng. Services	Design

The funds are required for the consultant to provide design services to improve the City's storm drain system.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the agreement with Rummel, Klepper & Kahl, LLP to provide on-call engineering services under Project 1086R, Urgent Need Storm Water Engineering Services. The Transfer of Funds was approved SUBJECT to the receipt of a favorable report from the Planning Commission, the Director of Finance having reported favorably thereon, in accordance with the provisions of the City Charter.

MINUTES

AT 12:00 NOON, THE CLERK ANNOUNCED, THE BIDS TO BE RECEIVED AND OPENED, AS SCHEDULED

BIDS, PROPOSALS, AND CONTRACT AWARDS

Prior to the reading of the bids scheduled to be received and opened today, the Clerk announced that the following Bureau had issued addenda extending the dates for receipt and opening of bids on the following contracts. There were no objections.

Bureau of Purchases

- B50000830, Maritime Safety, Education and Workforce Training Program
BIDS TO BE RECV'D: 02/11/2009
BIDS TO BE OPENED: 02/11/2009

Bureau of Purchases

- B50000913, Roll Off Container Truck
BIDS TO BE RECV'D: 02/18/2009
BIDS TO BE OPENED: 02/18/2009

NO BIDS WERE SCHEDULED TO BE RECEIVED AND OPENED.

MINUTES

* * * * *

There being no objections, the Board UPON MOTION duly made and seconded, the Board adjourned until its next regularly scheduled meeting on Wednesday, February 08, 2009.

JOAN M. PRATT
Secretary