



Valbridge

PROPERTY ADVISORS

Lipman Frizzell & Mitchell LLC

**South Baltimore Gateway Community Impact District
Feasibility Analysis**

APPENDIX

FOR
Mayor's Office of Economic & Neighborhood Development
100 N. Holliday Street—Room 250
Baltimore, MD 21202

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APPENDIX

- Exhibit 1 - City Ordinance
- Exhibit 2 - Draft Memorandum of Understanding
- Exhibit 3 - Sector Meetings Summary
- Exhibit 4 - Draft Bylaws
- Exhibit 5 - Draft Budget
- Exhibit 6 - Draft Executive Director Job Description

Exhibit 1 - City Ordinance

**CITY OF BALTIMORE
COUNCIL BILL 16-0694
(First Reader)**

Introduced by: The Council President
At the request of: The Administration (Planning Department)
Introduced and read first time: June 13, 2016
Assigned to: Urban Affairs and Aging Committee

REFERRED TO THE FOLLOWING AGENCIES: City Solicitor, Planning Commission, Baltimore Development Corporation, Department of Public Works, Department of Housing and Community Development, Department of Transportation, Board of Estimates

A BILL ENTITLED

1 AN ORDINANCE concerning

2 **South Baltimore Gateway Community Impact District – Establishment**

3 FOR the purpose of creating a Community Impact District, to be known as the South Baltimore
4 Gateway Community Impact District; specifying the boundaries of the District; creating an
5 Authority and providing for its rights, duties, powers, and funding; providing for the selection
6 and composition of the Authority’s Board of Directors; providing for an Administrator for the
7 Authority; mandating the financial responsibilities of the Authority and the City in
8 conjunction with the operation of the District; specifying the City’s role in maintaining and
9 enhancing existing services; designating the Board of Estimates as the agency charged with
10 reviewing and approving various matters relating to the District and the Authority; providing
11 for the renewal, expiration, and termination of the District and the Authority; including the
12 Authority, its Board of Directors, and its staff within the purview of the City Public Ethics
13 Law; providing for a special effective date; and generally relating to the existence, operation,
14 and control of the South Baltimore Gateway Community Impact District and Authority.

15 BY authority of
16 Article II - General Powers
17 Section 69
18 Baltimore City Charter
19 (1996 Edition)

20 BY adding
21 Article 14 - Special Benefits Districts
22 Sections 19-1 to 19-17, to be under the new subtitle designation,
23 “Subtitle 19. South Baltimore Gateway Community Impact District”
24 Baltimore City Code
25 (Edition 2000)

EXPLANATION: CAPITALS indicate matter added to existing law.
[Brackets] indicate matter deleted from existing law.

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1 BY repealing and reordaining, with amendments

2 Article 8 - Ethics
3 Sections 2-2(b), 2-3(b), and 2-21(b)
4 Baltimore City Code
5 (Edition 2000)

6 BY adding

7 Article 8 - Ethics
8 Section 7-8(a)
9 Baltimore City Code
10 (Edition 2000)

11 **SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE,** That the
12 Laws of Baltimore City read as follows:

13 **Baltimore City Code**

14 **Article 14. Special Benefits Districts**

15 **SUBTITLE 19. SOUTH BALTIMORE GATEWAY COMMUNITY IMPACT DISTRICT**

16 **§ 19 -1. FINDINGS.**

17 (A) *IMPORTANCE OF IMPROVING NEIGHBORHOODS AFFECTED BY THE CASINO.*

18 (1) THE NEIGHBORHOODS IN THE SOUTH BALTIMORE GATEWAY COMMUNITY IMPACT
19 DISTRICT ARE ANTICIPATED TO BE THE NEIGHBORHOODS MOST AFFECTED BY THE
20 PRESENCE OF THE NEARBY CASINO (THE “CASINO” OR THE “VIDEO LOTTERY
21 FACILITY”).

22 (2) THESE NEIGHBORHOODS (THE “CASINO IMPACT AREA”) ARE ALSO COMMUNITIES
23 CAPABLE AND DESIROUS OF IMPROVEMENT AND ECONOMIC DEVELOPMENT.

24 (3) IN RECOGNITION OF THESE FACTS, THE STATE:

25 (I) HAS DESIGNATED CERTAIN FUNDS (THE “LOCAL IMPACT GRANTS”) TO
26 MITIGATE THE EFFECT OF THE CASINO ON THE CASINO IMPACT AREA AND TO
27 IMPROVE THE SOCIAL AND ECONOMIC CONDITIONS WITHIN THE AREA; AND

28 (II) HAS INSTITUTED A LOCAL DEVELOPMENT COUNCIL TO OVERSEE AND MAKE
29 RECOMMENDATIONS REGARDING THE USE OF THOSE FUNDS.

30 (4) TO BE EFFECTIVE, THESE FUNDS MUST BE DISTRIBUTED IN A MANNER THAT IS
31 STRATEGIC, TRANSPARENT, AND RESPONSIVE TO THE NEEDS OF THE CITIZENS OF THE
32 DISTRICT.

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1 (B) *NEEDS AND OPPORTUNITIES FACING THE DISTRICT.*

2 (1) THE SOUTH BALTIMORE GATEWAY MASTER PLAN OF 2015 IDENTIFIED A VARIETY OF
3 NEEDS AND OPPORTUNITIES FACING THE CASINO IMPACT AREA.

4 (2) ACCORDING TO THE PLAN:

5 “RESIDENTS RAISED A RANGE OF CONCERNS ABOUT THEIR COMMUNITIES FROM THE
6 SMALL-SCALE, SUCH AS A LACK OF ADEQUATE SIGNAGE AROUND A TRANSIT STOP,
7 TO THE BIG PICTURE – A SHORTAGE OF FAMILY-SUPPORTING JOBS. AND THEY
8 VOICED SUPPORT FOR THE STEPS NEEDED TO BRING NEW RESOURCES, ENERGY AND
9 OPPORTUNITIES TO THEIR NEIGHBORHOODS AND TO [THE] AREA AS A WHOLE.
10 WHILE THE PLAN FOCUSES ON IMPROVING THE LIVES OF PEOPLE ALREADY LIVING
11 IN THE AREA, IT ALSO SEEKS TO CREATE AN ENVIRONMENT THAT WILL ATTRACT
12 NEW RESIDENTS AND DEVELOPMENT.”

13 (3) THE PLAN CLEARLY EMPHASIZES THE IMPORTANCE OF LOCAL IMPACT GRANTS IN
14 ACCOMPLISHING THIS VISION. IT SPECIFICALLY NOTES:

15 “IF USED EFFECTIVELY, THIS NEW FUNDING SOURCE WILL HELP TO STRENGTHEN
16 COMMUNITIES IN SOUTH BALTIMORE BY SUPPLEMENTING, NOT REPLACING, WHAT
17 IS AVAILABLE FOR COMMUNITY SERVICES AND DEVELOPMENT INITIATIVES
18 THROUGH EXISTING CITY RESOURCES. CITY AND COMMUNITY LEADERS ENVISION
19 THIS NEW REVENUE AS LEVERAGING OTHER FUNDING SOURCES TO HELP REALIZE
20 THE GOALS OUTLINED WITHIN THE PLAN.”

21 **§ 19-2. DISTRICT ESTABLISHED.**

22 (A) *IN GENERAL.*

23 THERE IS A COMMUNITY IMPACT DISTRICT, TO BE KNOWN AS THE SOUTH BALTIMORE
24 GATEWAY COMMUNITY IMPACT DISTRICT (THE “DISTRICT”).

25 (B) *BOUNDARIES.*

26 THE BOUNDARIES OF THE DISTRICT ARE AS FOLLOWS:

27 ON THE SOUTH, A LINE BEGINNING AT THE INTERSECTION OF THE CITY LINE AND THE CENTER
28 LINE OF THE PATAPSCO RIVER, RUNNING NORTH ALONG THE CENTER LINE OF THE PATAPSCO
29 RIVER TO HANOVER STREET; THEN RUNNING NORTH ALONG HANOVER STREET TO MCCOMAS
30 STREET; THEN RUNNING EAST ALONG MCCOMAS STREET TO THE CENTER LINE OF KEY
31 HIGHWAY; THEN RUNNING NORTHEAST ALONG THE CENTER LINE OF KEY HIGHWAY TO THE
32 CENTER LINE OF EAST FORT AVENUE; THEN RUNNING SOUTHEAST ALONG THE CENTER LINE OF
33 EAST FORT AVENUE TO THE CENTER LINE OF STEVENSON STREET; THEN RUNNING NORTHEAST
34 ALONG THE CENTER LINE OF STEVENSON STREET TO THE CENTER LINE OF KEY HIGHWAY;
35 THEN RUNNING NORTH ALONG THE CENTER LINE OF KEY HIGHWAY TO THE CENTER LINE OF
36 LIGHT STREET; THEN RUNNING NORTH ALONG THE CENTER LINE OF LIGHT STREET TO THE
37 CENTER LINE OF EAST CONWAY STREET; THEN RUNNING WEST ALONG THE CENTER LINE OF
38 EAST CONWAY STREET TO THE CENTER LINE OF SOUTH HOWARD STREET; THEN RUNNING
39 NORTH ALONG THE CENTER LINE OF SOUTH HOWARD STREET TO THE CENTER LINE OF WEST
40 CAMDEN STREET; THEN RUNNING WEST ALONG THE CENTER LINE OF WEST CAMDEN STREET
41 TO THE CENTER LINE OF WASHINGTON BOULEVARD; THEN RUNNING SOUTHWEST ALONG THE

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1 CENTER LINE OF WASHINGTON BOULEVARD TO THE CENTER LINE OF SOUTH GREEN STREET;
2 THEN RUNNING NORTH ALONG SOUTH GREENE STREET TO THE CENTER LINE OF WEST PRATT
3 STREET; THEN RUNNING WEST ALONG THE CENTER LINE OF WEST PRATT STREET TO THE
4 CENTER LINE OF SOUTH MARTIN LUTHER KING JUNIOR BOULEVARD; THEN RUNNING NORTH
5 ALONG THE CENTER LINE OF SOUTH MARTIN LUTHER KING JUNIOR BOULEVARD TO THE
6 CENTER LINE OF WEST LOMBARD STREET; THEN RUNNING WEST ALONG THE CENTER LINE OF
7 WEST LOMBARD STREET TO THE CENTER LINE OF SCOTT STREET; THEN RUNNING SOUTH
8 ALONG THE CENTER LINE OF SCOTT STREET TO THE CENTER LINE OF PRATT STREET; THEN
9 RUNNING WEST ALONG THE CENTER LINE OF PRATT STREET TO THE CENTER LINE OF CAREY
10 STREET; THEN RUNNING SOUTH ALONG THE CENTER LINE OF CAREY STREET TO THE CENTER
11 LINE OF THE TRACKS OF THE BALTIMORE AND OHIO RAILROAD; THEN RUNNING WEST ALONG
12 THE CENTER LINE OF THE TRACKS OF THE BALTIMORE AND OHIO RAILROAD YO THE GWYNNS
13 FALLS; THEN RUNNING SOUTH ALONG THE CENTER LINE OF THE GWYNNS FALLS TO THE
14 CENTER LINE OF WASHINGTON BOULEVARD; THEN RUNNING WEST ALONG THE CENTER LINE
15 OF WASHINGTON BOULEVARD TO THE CENTER LINE OF HOLLINS FERRY ROAD; THEN RUNNING
16 SOUTH ALONG THE CENTER LINE OF HOLLINS FERRY ROAD TO THE CENTER LINE OF THE
17 TRACKS OF THE CSX RAILROAD; THEN RUNNING SOUTHWEST ALONG THE CENTER LINE OF THE
18 TRACKS OF THE CSX RAILROAD TO THE CITY LINE; THEN RUNNING SOUTHEAST ALONG THE
19 CITY LINE TO THE CENTER LINE OF THE PATAPSCO RIVER (POINT OF ORIGIN).

20 (C) *NEIGHBORHOODS INCLUDED.*

21 THESE BOUNDARIES ARE DESIGNED AND INTENDED TO ENCOMPASS ALL OF THE FOLLOWING
22 NEIGHBORHOOD STATISTICAL AREAS, ACCORDING TO THE 2011 NEIGHBORHOOD STATISTICAL
23 AREAS MAP:

- 24 (1) BARRE CIRCLE;
- 25 (2) CARROLL PARK;
- 26 (3) CARROLL-CAMDEN INDUSTRIAL AREA;
- 27 (4) CHERRY HILL;
- 28 (5) FEDERAL HILL;
- 29 (6) LAKELAND;
- 30 (7) MIDDLE BRANCH/REEDBIRD PARKS;
- 31 (8) MOUNT WINANS;
- 32 (9) OTTERBEIN;
- 33 (10) PIGTOWN/WASHINGTON VILLAGE;
- 34 (11) RIDGELY’S DELIGHT;
- 35 (12) RIVERSIDE;
- 36 (13) SAINT PAUL;
- 37 (14) SHARP-LEADENHALL;
- 38 (15) SOUTH BALTIMORE;

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1 (16) SPRING GARDEN INDUSTRIAL AREA;

2 (17) STADIUM AREA; AND

3 (18) WESTPORT.

4 **§ 19-3. AUTHORITY ESTABLISHED.**

5 (A) *IN GENERAL.*

6 THERE IS A SOUTH BALTIMORE GATEWAY COMMUNITY IMPACT DISTRICT MANAGEMENT
7 AUTHORITY (THE “AUTHORITY”).

8 (B) *PURPOSE.*

9 THE PURPOSE OF THE AUTHORITY IS TO:

10 (1) PROVIDE THE DISTRICT WITH SUPPLEMENTAL SECURITY, MAINTENANCE,
11 SANITATION, AND OTHER PUBLIC SERVICES ABOVE AND BEYOND THOSE ALREADY
12 PROVIDED BY CITY GOVERNMENT (THE “ENHANCED SERVICES”);

13 (2) DISPERSE GRANTS TO LOCAL COMMUNITY AND NONPROFIT ORGANIZATIONS WITHIN
14 THE DISTRICT (THE “COMMUNITY GRANTS”);

15 (3) UNDERTAKE TRANSFORMATIONAL COMMUNITY DEVELOPMENT AND ECONOMIC
16 DEVELOPMENT PROJECTS, DESIGNED TO IMPROVE THE QUALITY OF LIFE AND
17 ECONOMIC CONDITIONS WITHIN THE DISTRICT (THE “TRANSFORMATIONAL
18 PROJECTS”); AND

19 (4) PROVIDE OTHER SERVICES AND FUNCTIONS DETERMINED BY THE BOARD TO BE IN
20 THE BEST INTERESTS OF THE DISTRICT.

21 (C) *FUNDING.*

22 (1) IN FISCAL YEAR 2017, THE CITY SHALL FUND THE AUTHORITY AT THE AMOUNT
23 APPROPRIATED IN THE ORDINANCE OF ESTIMATES FOR FISCAL YEAR 2017.

24 (2) BEGINNING IN FISCAL YEAR 2018, THE CITY SHALL FUND THE AUTHORITY WITH NOT
25 LESS THAN 50% OF THE LOCAL IMPACT GRANTS THAT ARE DISTRIBUTED TO THE CITY
26 UNDER STATE GOVERNMENT ARTICLE § 9-1A-31(A)(1)(I).

27 **§ 19-4. POWERS AND FUNCTIONS OF AUTHORITY.**

28 (A) *GOVERNMENTAL BODY.*

29 TO THE GREATEST EXTENT ALLOWABLE BY LAW, THE AUTHORITY IS AND SHALL BE
30 DEEMED TO BE A GOVERNMENTAL BODY, BOTH POLITICAL AND CORPORATE, EXERCISING
31 ONLY THOSE POWERS AS ARE PROVIDED FOR IN THIS SUBTITLE.

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1 (B) *POWERS AND DUTIES.*

- 2 (1) AFTER CONSULTATION WITH THE ADMINISTRATOR, THE LOCAL DEVELOPMENT
3 COUNCIL, AND RESIDENTS OF AND BUSINESSES IN THE DISTRICT, THE AUTHORITY
4 SHALL ADOPT AND UPDATE AT LEAST ONCE EVERY 5 YEARS A 5-YEAR STRATEGIC
5 PLAN. AT A MINIMUM, THE STRATEGIC PLAN SHALL LAY OUT THE STRATEGIC
6 PRIORITIES OF THE AUTHORITY AND HOW THESE WILL BE EXPRESSED THROUGH
7 ENHANCED SERVICES, COMMUNITY GRANTS, TRANSFORMATIONAL PROJECTS, AND
8 OTHER EFFORTS. THE STRATEGIC PLAN SHALL BE MADE AVAILABLE TO THE GENERAL
9 PUBLIC, AT NO CHARGE, THROUGH A COMBINATION OF PRINT AND ELECTRONIC MEDIA.
- 10 (2) THE AUTHORITY SHALL ADOPT AND UPDATE FROM TIME TO TIME WRITTEN CRITERIA
11 AND PROCEDURES FOR DETERMINING:
- 12 (I) WHICH ENHANCED SERVICES IT INTENDS TO PROVIDE; AND
- 13 (II) WHICH COMMUNITY GRANTS IT INTENDS TO DISTRIBUTE.
- 14 (3) THE AUTHORITY SHALL ADOPT AN ANNUAL BUDGET, AS PROVIDED IN § 19-7 OF THIS
15 SUBTITLE.
- 16 (4) THE AUTHORITY MAY SPEND THE LOCAL IMPACT GRANTS RECEIVED BY IT IN A
17 MANNER CONSISTENT WITH STATE AND LOCAL LAW, THE STRATEGIC PLAN, AND ANY
18 CRITERIA OR PROCEDURES ADOPTED BY THE BOARD.
- 19 (5) THE AUTHORITY MAY CONTRACT WITH A FISCAL AGENT TO PROVIDE ADMINISTRATIVE
20 AND FINANCIAL SERVICES ON BEHALF OF THE AUTHORITY, SO LONG AS THE
21 ARRANGEMENT BINDS THE FISCAL AGENT TO THE SAME LEGAL, PROFESSIONAL, AND
22 ETHICAL STANDARDS TO WHICH THE AUTHORITY IS ITSELF BOUND.
- 23 (6) IF THE AUTHORITY DETERMINES THAT THE MOST EFFECTIVE AND APPROPRIATE MEANS
24 TO PROVIDE A GIVEN SERVICE OR FUNCTION IS TO CONTRACT WITH THE CITY TO
25 PROVIDE THAT SERVICE OR FUNCTION, IT MAY DO SO AS LONG AS THAT CONTRACT IS
26 CONSISTENT WITH THE STRATEGIC PLAN.
- 27 (7) TO ACCOMPLISH ITS PURPOSES, THE AUTHORITY MAY CREATE AND OPERATE
28 SUBSIDIARY ENTITIES CONTROLLED BY THE AUTHORITY OR CONTRACT WITH
29 AFFILIATED NONPROFIT ORGANIZATIONS. THESE SUBSIDIARIES OR AFFILIATED
30 NONPROFIT ORGANIZATIONS MAY RECEIVE FUNDING FROM THE AUTHORITY IF THAT
31 FUNDING IS DETAILED IN THE APPROVED FINANCIAL PLAN AND CONSISTENT WITH THE
32 PURPOSES OF THE AUTHORITY AND THE GOALS OUTLINED IN THE STRATEGIC PLAN.
- 33 (8) THE AUTHORITY SHALL EMPLOY AN OUTSIDE ACCOUNTING FIRM TO CONDUCT AN
34 ANNUAL AUDIT OF ITS FINANCES. THIS AUDIT, ONCE COMPLETED, SHALL BE MADE
35 AVAILABLE TO THE GENERAL PUBLIC.
- 36 (9) THE AUTHORITY SHALL OPERATE IN ACCORDANCE WITH THE STATE OPEN MEETINGS
37 ACT AND THE STATE PUBLIC INFORMATION ACT.

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- 1 (10) THE AUTHORITY MAY CONTRACT FOR AND PURCHASE GOODS, SUBJECT TO CITY
2 ORDINANCES AND POLICY REQUIRING ACHIEVEMENT OF GOALS REGARDING MINORITY
3 AND WOMEN’S BUSINESS ENTERPRISES, BUT NOT SUBJECT TO THE CITY REQUIREMENTS
4 REGARDING WAGE SCALES, COMPETITIVE BIDDING, OR OTHER LOCAL PROCUREMENT
5 LAWS.
- 6 (11) THE AUTHORITY MAY ACQUIRE, HOLD, AND USE BOTH REAL AND PERSONAL
7 PROPERTY AS NECESSARY TO ACHIEVE ITS PURPOSES, INCLUDING ACQUISITION BY
8 PURCHASE, LEASE, OR OTHER MEANS.
- 9 (12) THE AUTHORITY MAY ENGAGE THE SERVICES OF AN ADMINISTRATOR, WHO MAY BE
10 AN INDIVIDUAL OR AN ENTITY, TO ADMINISTER THE PROGRAMS AND UNDERTAKINGS
11 OF THE AUTHORITY. THE ADMINISTRATOR MAY ALSO SERVE AS THE CHIEF
12 EXECUTIVE OFFICER OF THE AUTHORITY.
- 13 (13) THE AUTHORITY MAY SUE AND BE SUED. HOWEVER, THE DISTRICT, THE AUTHORITY,
14 ITS BOARD OF DIRECTORS, ITS ADMINISTRATOR, AND ITS STAFF SHALL BENEFIT, TO
15 THE FULLEST EXTENT ALLOWABLE BY LAW, FROM ALL PROVISIONS OF FEDERAL,
16 STATE, AND LOCAL LAW LIMITING THE LIABILITY OF EMPLOYEES, OFFICERS, AGENTS,
17 AND OFFICIALS OF GOVERNMENTAL BODIES.
- 18 (14) THE AUTHORITY MAY ACCEPT GRANTS AND DONATIONS FROM PUBLIC AND PRIVATE
19 SOURCES.
- 20 (15) THE AUTHORITY MAY BORROW FUNDS FOR PURPOSES CONSISTENT WITH THE PUBLIC
21 PURPOSES OF THE AUTHORITY. HOWEVER, NO BORROWING MAY BE FOR A TERM
22 BEYOND THE DATE FOR THE DISTRICT’S RENEWAL UNDER § 19-16 OF THIS SUBTITLE.
- 23 (16) THE AUTHORITY MAY ENTER INTO PARTNERSHIPS WITH VARIOUS PROPERTY OWNERS.
24 THESE PARTNERSHIPS MAY PROVIDE FOR THE PROVISION OF PERMITTED SERVICES AND
25 BENEFITS BY THE AUTHORITY IN EXCHANGE FOR PAYMENTS ARRANGED BY
26 CONTRACT, DONATION, GIFT, SERVICES IN KIND, OR OTHER MECHANISM BY WHICH
27 FUNDS OR BENEFITS ARE PROVIDED TO THE AUTHORITY.
- 28 (17) THE AUTHORITY MAY ESTABLISH AND ELECT OFFICERS NOT ALREADY PROVIDED FOR
29 IN THIS SUBTITLE AND PROVIDE FOR THEIR TERMS AND DUTIES.
- 30 (18) THE AUTHORITY MAY IMPLEMENT ITS PROGRAMS AND GOALS DIRECTLY THROUGH ITS
31 EMPLOYEES OR THROUGH 1 OR MORE CONTRACTS. THESE CONTRACTS MAY BE WITH
32 INDEPENDENT CONTRACTORS, CONTRACTUAL EMPLOYEES, OR OTHERS.
- 33 (19) THE AUTHORITY MAY ASSIST MARKETING AND PROMOTIONAL ACTIVITIES WITHIN THE
34 DISTRICT, TO THE EXTENT THOSE ACTIVITIES ARE SPECIFIED IN THE STRATEGIC PLAN.
- 35 (20) THE AUTHORITY MAY APPOINT, HIRE, OR ENGAGE ACCOUNTANTS, ATTORNEYS,
36 ASSISTANTS, AIDES, EMPLOYEES, AND ADVISORS AS IT CONSIDERS NECESSARY FOR THE
37 PROPER PERFORMANCE OF ITS DUTIES, BUT CONSISTENT WITH THIS SUBTITLE.
- 38 (21) THE AUTHORITY MAY DO ALL OTHER THINGS NECESSARY OR CONVENIENT TO CARRY
39 OUT ITS GOALS, OBJECTIVES, AND POWERS.

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§ 19-5. LIMITATIONS ON AUTHORITY.

(A) NOT AGENCY OF CITY OR STATE.

- (1) THE AUTHORITY IS NOT AND MAY NOT BE DEEMED TO BE AN AGENCY OF THE MAYOR AND CITY OF BALTIMORE OR OF THE STATE OF MARYLAND.
- (2) THE OFFICERS AND EMPLOYEES OF THE AUTHORITY ARE NOT AND MAY NOT ACT AS AGENTS OR EMPLOYEES OF THE MAYOR AND CITY OF BALTIMORE OR THE STATE OF MARYLAND.

(B) UNAUTHORIZED ACTIONS.

- (1) THE AUTHORITY MAY NOT EXERCISE ANY POLICE OR GENERAL POWERS OTHER THAN THOSE AUTHORIZED BY STATE LAW OR CITY ORDINANCE.
- (2) THE AUTHORITY MAY NOT PLEDGE THE FULL FAITH OR CREDIT OF THE CITY.
- (3) THE AUTHORITY MAY NOT LEVY ANY TAXES OR CHARGES.
- (4) THE AUTHORITY MAY NOT EXERCISE THE POWER OF EMINENT DOMAIN.
- (5) THE AUTHORITY MAY NOT EXTEND ITS LIFE WITHOUT APPROVAL OF THE MAYOR AND CITY COUNCIL.
- (6) EXCEPT AS OTHERWISE PROVIDED BY LAW, THE AUTHORITY MAY NOT ENGAGE IN COMPETITION WITH THE PRIVATE SECTOR.
- (7) EXCEPT AS OTHERWISE PROVIDED IN § 19-17 OF THIS SUBTITLE, THE AUTHORITY MAY NOT REVERT REVENUES COLLECTED UNDER THIS SUBTITLE TO THE CITY'S GENERAL FUND.
- (8) EXCEPT AS REQUIRED OR APPROPRIATE TO FACILITATE ITS NORMAL OPERATIONS, THE AUTHORITY MAY NOT INCUR DEBT.
- (9) THE AUTHORITY MAY NOT EXERCISE ANY POWER SPECIFICALLY WITHHELD BY THE TERMS OF EITHER THIS SUBTITLE OR, IF MORE RESTRICTIVE, CITY CHARTER ARTICLE II, § (69).

§ 19-6. BOARD OF DIRECTORS.

(A) IN GENERAL.

THE AUTHORITY SHALL BE GOVERNED BY AND ADMINISTERED THROUGH A BOARD OF DIRECTORS.

(B) NUMBER.

THE BOARD COMPRISES 21 MEMBERS, AS PROVIDED IN THIS SECTION.

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1 (C) *GENERAL COMPOSITION.*

2 (1) *RESIDENTS.*

3 THE MAJORITY OF THE MEMBERS OF THE BOARD SHALL BE RESIDENTS OF THE
4 DISTRICT. THAT IS, THEIR PRIMARY RESIDENCE MUST BE LOCATED WITHIN THE
5 DISTRICT, IRRESPECTIVE OF WHETHER IT IS LEASED, OWNED, OR OTHERWISE
6 INHABITED.

7 (2) *BUSINESSES.*

8 (I) AT LEAST 4 MEMBERS OF THE BOARD SHALL BE REPRESENTATIVES OF BUSINESSES
9 LOCATED WITHIN THE DISTRICT. TO QUALIFY UNDER THIS PARAGRAPH, A
10 BUSINESS MUST OWN, OCCUPY, OR LEASE REAL PROPERTY IN THE DISTRICT ON
11 WHICH IT OPERATES AN OFFICE, HEADQUARTERS, MANUFACTURING FACILITY,
12 RETAIL STORE, OR OTHER ONGOING OPERATION.

13 (II) A NONPROFIT 501(C)(3) OR 502(C)(10) ORGANIZATION THAT MEETS THIS CRITERIA
14 QUALIFIES AS A “BUSINESS”.

15 (III) A BUSINESS REPRESENTATIVE MAY, BUT NEED NOT, RESIDE IN THE DISTRICT. IF A
16 PERSON WHO RESIDES IN THE DISTRICT SERVES ON THE BOARD IN THE ROLE OF A
17 BUSINESS REPRESENTATIVE, THEN FOR THE PURPOSE OF ALLOCATING BOARD
18 POSITIONS THAT PERSON DOES NOT ALSO CONSTITUTE A “RESIDENT”.

19 (3) *COMMUNITY REPRESENTATION.*

20 (I) IT IS THE ASPIRATION OF THE MAYOR AND CITY COUNCIL THAT THE BOARD
21 REFLECT THE FULL DIVERSITY OF THE DISTRICT’S NEIGHBORHOODS, RESIDENTS,
22 AND BUSINESSES. ACCORDINGLY –

23 (II) OF THE RESIDENTS SERVING ON THE BOARD:

24 (A) AT LEAST 3 SHALL RESIDE WITHIN THE WEST SECTOR, AS IDENTIFIED IN
25 THE SOUTH BALTIMORE GATEWAY MASTER PLAN;

26 (B) AT LEAST 3 SHALL RESIDE WITHIN THE EAST SECTOR, AS IDENTIFIED IN THE
27 SOUTH BALTIMORE GATEWAY MASTER PLAN; AND

28 (C) AT LEAST 3 SHALL RESIDE WITHIN THE SOUTH SECTOR, AS IDENTIFIED IN
29 THE SOUTH BALTIMORE GATEWAY MASTER PLAN.

30 (III) OF THE BUSINESS REPRESENTATIVES SERVING ON THE BOARD:

31 (A) AT LEAST 1 SHALL REPRESENT A BUSINESS THAT HAS ITS PLACE OF
32 BUSINESS WITHIN THE WEST SECTOR, AS IDENTIFIED IN THE SOUTH
33 BALTIMORE GATEWAY MASTER PLAN;

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1 (B) AT LEAST 1 SHALL REPRESENT A BUSINESS THAT HAS ITS PLACE OF
2 BUSINESS WITHIN THE EAST SECTOR, AS IDENTIFIED IN THE SOUTH
3 BALTIMORE GATEWAY MASTER PLAN; AND

4 (C) AT LEAST 1 SHALL REPRESENT A BUSINESS THAT HAS ITS PLACE OF
5 BUSINESS WITHIN THE SOUTH SECTOR, AS IDENTIFIED IN THE SOUTH
6 BALTIMORE GATEWAY MASTER PLAN.

7 (D) *APPOINTMENT.*

8 (1) *STATE APPOINTEES.*

9 (I) SUBJECT TO SUBPARAGRAPH (III) OF THIS PARAGRAPH, 4 MEMBERS OF THE BOARD
10 SHALL BE DESIGNATED BY THE SPEAKER OF THE MARYLAND HOUSE OF
11 DELEGATES.

12 (II) SUBJECT TO SUBPARAGRAPH (III) OF THIS PARAGRAPH, 2 MEMBERS OF THE BOARD
13 SHALL BE DESIGNATED BY THE STATE SENATOR WHO REPRESENTS THE
14 LEGISLATIVE DISTRICT IN WHICH THE VIDEO LOTTERY FACILITY IS LOCATED. THESE
15 INDIVIDUALS SHALL BE RESIDENTS OF THE DISTRICT OR REPRESENTATIVES OF
16 BUSINESSES LOCATED WITHIN THE DISTRICT.

17 (III) OF THE 6 MEMBERS DESIGNATED UNDER SUBPARAGRAPHS (I) AND (II) OF THIS
18 PARAGRAPH:

19 (A) AT LEAST 2 SHALL BE RESIDENTS OF THE 40TH LEGISLATIVE DISTRICT; AND

20 (B) AT LEAST 2 SHALL BE RESIDENTS OF THE 46TH LEGISLATIVE DISTRICT.

21 (2) *COUNCIL PRESIDENT APPOINTEES.*

22 2 MEMBERS OF THE BOARD SHALL BE APPOINTED BY THE CITY COUNCIL PRESIDENT.

23 (3) *MAYORAL APPOINTEE.*

24 1 MEMBER OF THE BOARD SHALL BE APPOINTED BY THE MAYOR.

25 (4) *ADDITIONAL MEMBERS.*

26 (I) THE 12 MEMBERS OF THE LOCAL DEVELOPMENT COUNCIL WHO ARE NOT ELECTED
27 OFFICIALS SHALL BE EX OFFICIO MEMBERS OF THE BOARD UNTIL AT LEAST
28 DECEMBER 31, 2018.

29 (II) AT ANY TIME ON OR AFTER JANUARY 1, 2019, THE BOARD MAY REPLACE SOME OR
30 ALL OF THE LDC BOARD MEMBERS AS PROVIDED IN THE AUTHORITY'S BYLAWS.
31 IF IT DOES SO, THE 1ST REPLACEMENT SHALL BE APPOINTED BY THE MAYOR (AS AN
32 ADDITIONAL MAYORAL APPOINTEE) AND THE REST SHALL BE REPLACED THROUGH
33 THE PROCEDURES PROVIDED IN THE BYLAWS.

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1 (E) *QUORUM; VOTING.*

2 EXCEPT AS MAY OTHERWISE BE PROVIDED IN THE AUTHORITY'S BYLAWS:

3 (1) A MAJORITY OF THE MEMBERS OF THE BOARD CONSTITUTE A QUORUM FOR THE
4 TRANSACTION OF BUSINESS; AND

5 (2) AN AFFIRMATIVE VOTE BY A MAJORITY OF A QUORUM IS REQUIRED FOR ANY
6 ACTION BY THE BOARD.

7 (F) *TERMS.*

8 (1) *IN GENERAL.*

9 EXCEPT FOR THE BOARD'S EX OFFICIO MEMBERS:

10 (I) THE TERM OF A BOARD MEMBER IS 2 YEARS;

11 (II) THE TERMS OF THE MEMBERS ARE STAGGERED, AS REQUIRED BY THE MEMBERS
12 FIRST APPOINTED AND AS FURTHER PROVIDED IN THE AUTHORITY'S BYLAWS;
13 AND

14 (III) AT THE END OF A TERM, A MEMBER CONTINUES TO SERVE UNTIL A SUCCESSOR
15 IS APPOINTED.

16 (2) *TERM LIMITS.*

17 THE BYLAWS MAY SPECIFY A MAXIMUM NUMBER OF CONSECUTIVE TERMS THAT AN
18 APPOINTED MEMBER MAY SERVE.

19 (G) *EXERCISE OF AUTHORITY POWERS.*

20 ALL POWERS OF THE AUTHORITY ARE EXERCISED BY AND THROUGH THE BOARD, UNLESS
21 DELEGATED BY THE BOARD TO 1 OR MORE OFFICERS OF THE BOARD OR TO THE
22 ADMINISTRATOR.

23 (H) *BYLAWS, RULES, AND REGULATIONS.*

24 (1) THE BOARD SHALL ADOPT BYLAWS, RULES, AND REGULATIONS AS IT CONSIDERS
25 NECESSARY TO CARRY OUT THE POWERS OF THE AUTHORITY. THESE BYLAWS, RULES,
26 AND REGULATIONS ARE SUBJECT TO APPROVAL BY THE BOARD OF ESTIMATES AND
27 MAY NOT BE INCONSISTENT WITH THE TERMS OF THIS SUBTITLE OR OF CITY CHARTER
28 ARTICLE II, § (69).

29 (2) THE BOARD MAY ESTABLISH ITS OWN PROCEDURES RELATING TO THE INTERNAL
30 ADMINISTRATION OF THE AUTHORITY, EXCEPT AS MAY BE RESTRICTED BY THIS
31 SUBTITLE OR BY CITY CHARTER ARTICLE II, § (69).

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1 (i) *OFFICERS.*

2 (1) *BOARD CHAIR.*

3 THE STATE SENATOR WHO REPRESENTS THE LEGISLATIVE DISTRICT WHERE THE VIDEO
4 LOTTERY FACILITY IS LOCATED SHALL DESIGNATE 1 OF THE MEMBERS APPOINTED
5 UNDER SUBSECTION (D)(1)(II) OF THIS SECTION TO SERVE AS THE BOARD'S CHAIR.

6 (2) *OTHERS.*

7 THE BOARD SHALL SELECT FROM AMONG ITS MEMBERS INDIVIDUALS TO SERVE AS THE
8 BOARD'S VICE-CHAIR, TREASURER, AND SECRETARY.

9 (3) *TENURE.*

10 OTHER THAN THE CHAIR, THESE OFFICERS SERVE AT THE PLEASURE OF THE BOARD.

11 (4) *RESPONSIBILITIES.*

12 THE BOARD MAY DELEGATE TO THESE OFFICERS THOSE RESPONSIBILITIES THAT THE
13 BOARD CONSIDERS APPROPRIATE.

14 **§ 19-7. ANNUAL FINANCIAL PLAN.**

15 (A) *IN GENERAL.*

16 SUBJECT TO THE APPROVAL OF THE BOARD OF ESTIMATES, THE BOARD SHALL ADOPT AN
17 ANNUAL FINANCIAL PLAN, BASED ON THE CITY'S FISCAL YEAR, CONSISTING OF AT LEAST A
18 BUDGET INDICATING THE ANTICIPATED USE OF LOCAL IMPACT GRANTS RECEIVED BY THE
19 AUTHORITY.

20 (B) *SUBMISSION TO BOARD OF ESTIMATES.*

21 THE BOARD SHALL SUBMIT TO THE BOARD OF ESTIMATES ALL MATERIALS RELATING TO
22 THE PROPOSED PLAN AT LEAST 2 MONTHS BEFORE THE PLAN'S PROPOSED EFFECTIVE DATE.

23 (C) *PUBLIC HEARING.*

24 BEFORE ADOPTING THE FINANCIAL PLAN, THE BOARD SHALL ARRANGE FOR A PUBLIC
25 HEARING ON THE PROPOSED PLAN. NOTICE OF THE HEARING MUST BE PUBLISHED ON THE
26 AUTHORITY'S WEBSITE FOR 3 CONSECUTIVE WEEKS BEFORE THE HEARING.

27 **§§ 19-8 TO 19-9. {RESERVED}**

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1 **§ 19-10. MOU ON BASELINE CITY SERVICES.**

2 (A) *AGREEMENT TO MAINTAIN.*

3 THE AUTHORITY SHALL ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE
4 MAYOR REGARDING THE LEVEL OF SERVICES TO BE MAINTAINED BY THE CITY AS THE
5 CITY'S OBLIGATION TO THE AUTHORITY AND THE DISTRICT.

6 (B) *SCOPE OF AGREEMENT.*

7 THIS MEMORANDUM OF UNDERSTANDING SHALL:

8 (1) DESCRIBE THE EXISTING LEVELS OF SERVICE WITHIN THE DISTRICT;

9 (2) COMMIT THE CITY TO THE MAINTENANCE OF THOSE LEVELS OF SERVICE; AND

10 (3) DETAIL THE PROCESS BY WHICH THE CITY WILL EXPEND THAT PORTION OF THE
11 LOCAL IMPACT GRANT FUNDS THAT:

12 (I) ARE PROVIDED TO THE CITY UNDER STATE GOVERNMENT ARTICLE
13 § 9-1A-31(A)(1)(I); BUT

14 (II) ARE NOT TRANSFERRED DIRECTLY TO THE AUTHORITY UNDER § 19-3(C)(2)
15 OF THIS SUBTITLE.

16 (C) *GOVERNING PRINCIPLES.*

17 (1) *IN GENERAL.*

18 THE MAINTENANCE OF EXISTING SERVICES SHALL BE GOVERNED BY THE FOLLOWING
19 PRINCIPLES.

20 (2) *NO DECREASE IN EXISTING SERVICES; EXCEPTIONS.*

21 EXISTING SERVICES MAY NOT BE DECREASED EXCEPT:

22 (I) AS PART OF AN OVERALL DECREASE IN SERVICES NECESSITATED BY CHANGES
23 IN FUNDING, POLICY, OR RESOURCES; AND

24 (II) ONLY IN PROPORTION TO THE DECREASES IMPLEMENTED ELSEWHERE IN THE
25 CITY.

26 (3) *CITYWIDE INCREASES TO BE MATCHED.*

27 ANY INCREASE IN SERVICES GENERALLY THROUGHOUT THE CITY SHALL BE MATCHED
28 WITH INCREASES IN THOSE SERVICES WITHIN THE DISTRICT, IN PROPORTION TO THE
29 INCREASES IMPLEMENTED ELSEWHERE IN THE CITY.

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1 (4) *SERVICES PROVIDED BY INDIRECT LOCAL IMPACT GRANTS.*

2 SERVICES PROVIDED BY LOCAL IMPACT GRANT FUNDS THAT, AS DESCRIBED IN
3 SUBSECTION (B)(3) OF THIS SECTION, ARE NOT TRANSFERRED DIRECTLY TO THE
4 AUTHORITY UNDER § 19-3(C)(2) OF THIS SUBTITLE DO NOT CONSTITUTE BASELINE
5 CITY SERVICES.

6 **§ 19-11. {RESERVED}**

7 **§ 19-12. DISBURSEMENT.**

8 (A) *IN GENERAL.*

9 THE AUTHORITY SHALL ESTABLISH WITH APPROPRIATE CITY AGENCIES THE METHODS BY
10 WHICH THE LOCAL IMPACT GRANT FUNDS ARE TO BE DISBURSED TO THE AUTHORITY.

11 (B) *FUNDS NOT PART OF CITY REVENUE.*

12 LOCAL IMPACT GRANT FUNDS COLLECTED BY THE CITY AND DESIGNATED FOR
13 DISTRIBUTION TO THE AUTHORITY:

14 (1) MAY NOT BE INCLUDED IN THE REVENUES OF THE CITY;

15 (2) ARE NOT AND MAY NOT BE DEEMED TO BE SUBJECT TO THE BUDGETARY AND
16 APPROPRIATION PROCESS; AND

17 (3) SHALL BE DISBURSED PROMPTLY ON RECEIPT.

18 (C) *CITY TO BEAR EXPENSE OF ADMINISTRATION, ETC.*

19 AS PART OF THE CITY'S CONTRIBUTION TO THE DISTRICT, THE DISBURSEMENT AND
20 RECORD-KEEPING INVOLVED IN THE PROCESS MAY NOT BE A CHARGE TO OR AGAINST THE
21 AUTHORITY OR THE DISTRICT, BUT SHALL BE AN ELEMENT OF THE BASELINE SERVICES
22 PROVIDED TO THE DISTRICT.

23 **§ 19-13. ADMINISTRATOR.**

24 (A) *IN GENERAL.*

25 THE ADMINISTRATOR IS RESPONSIBLE FOR THE DAY-TO-DAY OPERATIONS OF THE BOARD
26 AND ITS EMPLOYEES AND CONTRACTORS.

27 (B) *POWERS.*

28 THE ADMINISTRATOR MAY:

29 (1) PREPARE THE FINANCIAL PLAN AND STRATEGIC PLAN FOR REVIEW AND APPROVAL
30 BY THE BOARD;

31 (2) IMPLEMENT THE APPROVED FINANCIAL PLAN AND STRATEGIC PLAN;

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1 (3) ESTABLISH PROCEDURES AND PROCESSES NECESSARY TO PERFORM THE FUNCTIONS
2 CALLED FOR UNDER THE FINANCIAL PLAN;

3 (4) HIRE AND RETAIN EMPLOYEES, AGENTS, AND CONTRACTORS AS NEEDED TO ASSIST
4 IN THE ADMINISTRATOR IN THE PERFORMANCE OF THE ADMINISTRATOR’S
5 FUNCTIONS;

6 (5) EXERCISE THE POWERS GRANTED TO THE AUTHORITY BY THIS SUBTITLE, EXCEPT
7 THAT THE BOARD RETAINS FINAL DISCRETION AND POWER WITH REGARD TO ALL
8 SUBSTANTIVE AGREEMENTS, CONTRACTS, AND OTHER ARRANGEMENTS BINDING
9 ON THE AUTHORITY; AND

10 (6) EXERCISE THE ADDITIONAL RIGHTS, POWERS, AND AUTHORITY GRANTED TO THE
11 ADMINISTRATOR BY THE BOARD.

12 (C) *IMMUNITY.*

13 THE ADMINISTRATOR IS THE DIRECT AGENT OF THE AUTHORITY, SO THAT ANY IMMUNITY
14 AFFORDED TO THE AUTHORITY AND ITS OFFICERS, EMPLOYEES, AND AGENTS IS AFFORDED
15 AS WELL TO THE ADMINISTRATOR.

16 **§§ 19-14 TO 19-15. {RESERVED}**

17 **§ 19-16. 4-YEAR REVIEWS.**

18 (A) *PUBLIC HEARINGS.*

19 NO LATER THAN 4 YEARS AFTER THE ESTABLISHMENT OF THE DISTRICT AND EVERY 4
20 YEARS FOLLOWING, THE MAYOR AND CITY COUNCIL SHALL HOLD 1 OR MORE PUBLIC
21 HEARINGS TO EVALUATE THE ACTIVITIES AND UNDERTAKINGS OF THE AUTHORITY AND
22 THE DISTRICT.

23 (B) *MAYOR AND COUNCIL TO DECIDE.*

24 AT THE CONCLUSION OF THE HEARINGS, THE MAYOR AND CITY COUNCIL SHALL
25 DETERMINE WHETHER THE DISTRICT IS TO CONTINUE FOR ANOTHER 4 YEARS.

26 (C) *PROCESS TO BE REPEATED.*

27 THIS PROCESS SHALL BE REPEATED PERIODICALLY TO SATISFY THE REQUIREMENTS OF
28 CITY CHARTER ARTICLE II, § (69).

29 **§ 19-17. DISSOLUTION OF DISTRICT.**

30 (A) *DISSOLUTION ON NON-RENEWAL.*

31 IF THE DISTRICT IS NOT RENEWED AS PROVIDED IN § 19-16 OF THIS SUBTITLE, THE
32 AUTHORITY SHALL CEASE ITS OPERATIONS AND THE DISTRICT SHALL CEASE TO EXIST AT
33 THE END OF THE CITY’S FISCAL YEAR IN WHICH APPROVAL WAS NOT GRANTED, SUBJECT
34 TO LIMITED CONTINUATION AS PROVIDED IN SUBSECTION (B) OF THIS SECTION.

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1 (B) *LIMITED CONTINUATION.*

2 THE AUTHORITY SHALL CONTINUE ITS EXISTENCE ONLY AS LONG AS NECESSARY TO:

- 3 (1) TERMINATE OPERATIONS IN A REASONABLE FASHION; AND
- 4 (2) ARRANGE FOR THE DISPOSITION OF ALL FUNDS NOT NEEDED TO SATISFY
- 5 OUTSTANDING OBLIGATIONS OR TO PROVIDE RESERVES FOR UNCERTAIN
- 6 OBLIGATIONS AND LIABILITIES.

7 (C) *UNSPENT FUNDS.*

8 ANY UNSPENT FUNDS SHALL REVERT TO THE CITY'S GENERAL FUND AND SHALL BE USED

9 FOR IMPROVEMENTS IN THE COMMUNITIES IN IMMEDIATE PROXIMITY TO THE VIDEO

10 LOTTERY FACILITY, AS REQUIRED BY STATE GOVERNMENT ARTICLE § 9-1A-31(B)(3)(II).

11 **Article 8. Ethics**

12 **Subtitle 2. Definitions; General Provisions**

13 **§ 2-2. "Agency".**

14 (b) *Inclusions.*

15 "Agency" also includes:

- 16 (1) Baltimore City Parking Authority;
- 17 (2) Baltimore Development Corporation;
- 18 (3) Baltimore Police Department;
- 19 (4) Board of Liquor License Commissioners for Baltimore City;
- 20 (5) Enoch Pratt Free Library of Baltimore City;
- 21 (6) Housing Authority of Baltimore City;
- 22 (7) Local Development Council, South Baltimore Video Lottery Terminal;
- 23 (8) Pimlico Community Development Authority;
- 24 (9) SOUTH BALTIMORE GATEWAY COMMUNITY IMPACT DISTRICT MANAGEMENT
- 25 AUTHORITY; and
- 26 (10) [(9)] any individual not embraced in a unit of City government who exercises
- 27 authority comparable to that of the head of a unit of City government.

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1 **§ 2-3. “Board”.**

2 (b) *Inclusions.*

3 “Board” also includes:

- 4 (1) Board of Commissioners of the Housing Authority of Baltimore City;
- 5 (2) Board of Directors of the Baltimore City Parking Authority;
- 6 (3) Board of Directors of the Baltimore Development Corporation;
- 7 (4) BOARD OF DIRECTORS OF THE SOUTH BALTIMORE GATEWAY COMMUNITY IMPACT
- 8 DISTRICT MANAGEMENT AUTHORITY;
- 9 (5) [(4)] Board of Liquor License Commissioners for Baltimore City;
- 10 (6) [(5)] Civilian Review Board of Baltimore City;
- 11 (7) [(6)] Local Development Council, South Baltimore Video Lottery Terminal; AND
- 12 (8) [(7)] Pimlico Community Development Authority.

13 **§ 2-21. “Official”.**

14 (b) *Inclusions.*

15 “Official” also includes the Chief Executive Officer, Chief Operating Officer, Chief
16 Financial Officer, and Executive Director, [or] Executive Secretary, OR ADMINISTRATOR
17 of any agency or board included within the scope of § 2-2 {“Agency”} or § 2-3
18 {“Board”} of this subtitle.

19 **Subtitle 7. Financial Disclosure**

20 **§ 7-8. Persons required to file – Agency officials and staff.**

21 The following officials and employees must file the financial disclosure statements required
22 by this subtitle:

23 (38A) *SOUTH BALTIMORE GATEWAY COMMUNITY IMPACT DISTRICT MANAGEMENT*
24 *AUTHORITY.*

- 25 (I) MEMBERS OF THE BOARD OF DIRECTORS.
- 26 (II) ADMINISTRATOR.
- 27 (III) ALL NON-CLERICAL EMPLOYEES OF OR ASSIGNED TO THE AUTHORITY.

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SECTION 2. AND BE IT FURTHER ORDAINED, That:

(a) (i) Within 30 days of the enactment of this Ordinance, the Mayor and the City Council President shall appoint the members of the Board for which they are responsible under § 19-2. The Mayor and City Council expresses its desire that the appointments to be made by the State Senator and the House Speaker also be completed within that 30-day period.

(ii) The members first appointed to the Board shall serve initial terms, commencing as of the date of the enactment of this Ordinance, as follows:

(A) Of the 4 members appointed by the House Speaker under § 19-2(d)(1)(i):

1. 2 shall be appointed for a term of 1 year; and
2. 2 shall be appointed for a term of 2 years.

(B) Of the 2 members appointed by the Senator under § 19-2(d)(1)(ii):

1. 1 shall be appointed for a term of 1 year; and
2. 1 shall be appointed for a term of 2 years.

(C) Of the 2 members appointed by the Council President under § 19-2(d)(2):

1. 1 shall be appointed for a term of 1 year; and
2. 1 shall be appointed for a terms of 2 years.

(D) The 1 member appointed by the Mayor under § 19-2(d)(3) shall be appointed for a term of 2 years.

(b) Within 60 days of the enactment of this Ordinance, the Board shall, at a minimum:

- (1) retain a fiscal agent, if one is determined to be necessary or appropriate;
- (2) resolve any procedural issues that might delay the transfer of local impact grants or other funds from the City of Baltimore to the Authority; and
- (3) begin drafting a Baseline Services Agreement between the City and the Authority;

(c) Within 90 days of the enactment of this Ordinance, the Board shall:

- (1) draft and, subject to the approval of the Board of Estimates, adopt Bylaws for the Authority; and
- (2) draft a first budget for Board of Estimates approval, which may be for less than a full fiscal year; and

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1 (3) on approval of the budget, promptly commence expending funds in the manner
2 contemplated by the budget.

3 (d) By June 1, 2017, the Board shall adopt its first 5-year strategic plan.

4 (e) At any point, the Board may hire a paid Administrator. Until a paid Administrator is
5 secured, the Chair shall serve as the interim Administrator, unless another person is
6 selected by the Board. Any Board member serving as interim Administrator or in any
7 other staff role shall do so as an unpaid volunteer.

8 **SECTION 3. AND BE IT FURTHER ORDAINED,** That all provisions of this Ordinance are
9 severable. If a court determines that a word, phrase, clause, sentence, paragraph, subsection,
10 section, or other provision is invalid or that the application of any part of a provision to any
11 person or circumstances is invalid, the remaining provisions and the application of those
12 provisions to other persons or circumstances are not affected by that decision.

13 **SECTION 4. AND BE IT FURTHER ORDAINED,** That the catchlines contained in
14 this Ordinance are not law and may not be considered to have been enacted as a part of this
15 or any prior Ordinance.

16 **SECTION 5. AND BE IT FURTHER ORDAINED,** That this Ordinance takes effect when enacted.

Exhibit 2

Draft Memorandum of Understanding

(Including Exhibits A, B, C, D)

**SOUTH BALTIMORE GATEWAY COMMUNITY IMPACT DISTRICT
BASELINE SERVICES MEMORANDUM OF UNDERSTANDING**

THIS BASELINE SERVICES MEMORANDUM OF UNDERSTANDING (“Agreement”), dated as of _____, 2016, is by and between MAYOR AND CITY COUNCIL OF BALTIMORE, a body politic and corporate of the State of Maryland (the “City”) and the SOUTH BALTIMORE GATEWAY COMMUNITY IMPACT DISTRICT MANAGEMENT AUTHORITY, a body politic and corporate of the State of Maryland and the City of Baltimore (the “Authority”).

RECITALS

WHEREAS, the City recognizes that the neighborhoods in the South Baltimore Gateway Community Impact District (the “District”) are the neighborhoods most affected by the presence of the nearby casino (the “Casino” or the “Video Lottery Facility”) and that these neighborhoods (the “Casino Impact Area” or “CIA”) are also communities capable and desirous of improvement and economic development, and

WHEREAS, the City recognizes that the State of Maryland has designated certain funds (the “Local Impact Grants” or “LIG”) to be used to mitigate the effect of the Casino on the CIA and to improve the social and economic conditions within the CIA, instituting a Local Development Council (“LDC”) to oversee and make recommendations regarding the use of those funds, and expects the funds to be distributed in a manner that is strategic, transparent, and responsive to the needs of the citizens of the District, and

WHEREAS, the City Charter Article II, Section (69) provides the power and authority for the Mayor and City Council of Baltimore to establish, by ordinance, a community impact district management authority within the City to provide the following services to the business interests and residents of the proposed district: to promote and market the District; provide supplemental security and maintenance services; provide amenities in public areas; provide park and recreational programs and functions; and, after the Authority is established, other services and functions as requested by the Authority and approved through an Ordinance by the Mayor and City Council, and

WHEREAS, by Ordinance No. _____ (Bill No. _____) approved by the Mayor and City Council of Baltimore on _____ (which, as amended, is referred to herein as the “Ordinance”), the City created the South Baltimore Gateway Community Impact District (the “District”), and the South Baltimore Gateway Community Improvement District Management Authority as the body to provide services within the District (i.e., a designated area proximate to the Casino as specified in the Ordinance), and

WHEREAS, the City is funding the Authority at the amount approved in the Ordinance of Estimates for Fiscal Year 2017 and, beginning in Fiscal Year 2018, the Mayor and City Council shall fund the Authority with not less than 50% of the LIG from video lottery proceeds distributed to Baltimore City under §17-1A-31(A)(1)(I) of the State Government Article of the

Annotated Code of Maryland, in addition to any other funding sources and amounts deemed appropriate, and

WHEREAS, by Section 17-10. of the Ordinance, the City and the Authority must enter into a Memorandum of Understanding regarding the level of services to be maintained by the City as the City's obligation to the Authority, and

WHEREAS, by Section 17-3. of the Ordinance, the purpose of the Authority is to (1) provide supplemental security, maintenance, sanitation, and other public services above and beyond those already provided by city government (the "enhanced services"); (2) disperse grants to local community and nonprofit organizations within the District (the "community grants"); (3) undertake transformational community development and economic development projects, designed to improve the quality of life and economic conditions within the District (the "transformational projects"); (4) provide other functions determined by the Board of the Authority to be in the interests of the District; and

NOW, THEREFORE, THIS AGREEMENT WITNESSETH THAT in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

1.01 Definitions. Certain terms are defined in the heading and the recitals hereto. In addition to those definitions, as used in this Agreement, the following definitions shall apply:

"Authority Funding" means the LIG directed to the Authority at the amount approved in the Ordinance of Estimates for Fiscal Year 2017 and, beginning in Fiscal Year 2018, not less than 50% of the LIG from video lottery proceeds distributed to Baltimore City under §17-1A-31(A)(1)(I) of the State Government Article of the Annotated Code of Maryland.

"Authority Services" means the enhanced services to be provided by the Authority within the District as described in Article IV and Exhibit C. These enhanced services may include services which otherwise would have been performed by the City in the District, such as mowing, trash removal and minor repairs.

"Baltimore" shall mean the area within the geographic boundaries of the City of Baltimore.

"City Baseline Services" means the services to be provided by the City within the District as described in Article II and Exhibit A.

"Direct Local Impact Grant Services" means the enhanced services to be provided by the City within the District using the LIG funds not transferred directly to the Authority, as advised by the LDC and as described in Article III and Exhibit B.

“Fiscal Year” means the period beginning on July 1 of a calendar year and ending on June 30 of the subsequent calendar year.

1.02. Exhibits.

The Exhibits to this Agreement are as follows:

- Exhibit A - Department Reports of Baseline Services
- Exhibit B - LIG Supplemental Services
- Exhibit C - Authority Services
- Exhibit D - Conflict of Interest Policy

1.03. Control of Ordinance.

If there is a conflict between the terms of the Ordinance and the terms of this Agreement, the terms of the Ordinance shall control.

ARTICLE II

CITY BASELINE SERVICES

2.01 Baseline Services.

(a) The City has provided copies to the Authority of the reports provided by various Departments of the City (the “Department Reports”), copies of which are attached as **Exhibit A.** The Department Reports set forth the current standards, guidelines, parameters of service levels for Baseline Services within the District.

(b) The City shall, in the absence of the circumstances described elsewhere in this Article II, at all times during the periods described in Section 2.02, provide Baseline Services of the kind and in the quantities described in the Department Reports.

(c) In order to monitor the Baseline Services, the City agrees to collect and provide to the Authority reports from the applicable Departments of the City in form and content comparable to the Department Reports, for each fiscal year during the term of this Agreement. Proposed Department Reports, based on anticipated budget levels, shall be prepared and delivered at least two months prior to the start of each fiscal year. Final Department Reports shall be submitted within two weeks after the approval of a final budget by the City Council and shall become the current Department Reports at **Exhibit A.**

(d) Each Department Report provided to the Authority shall be signed by the agency head.

(e) If the City does not provide the Authority with Department Reports for any fiscal year during the Agreement, the current Department Reports shall control for the provision of

Baseline Services.

2.02 Compliance with Baseline Services.

(a) In the absence of the extenuating circumstances and subject to the factors described elsewhere in this Article II, the City agrees to provide Baseline Services throughout the initial period of authorization for the District, as set forth in the Ordinance.

(b) Should the District be renewed as provided for in the Ordinance, this Agreement shall be extended for the succeeding period of operation.

(c) The Baseline Services assumes an average level of demand and activity, and the parties recognize that Baseline Services provided on any particular day or period may vary based on special events, such as festivals, sports events, parades or conventions, or weather conditions, such as snow storms or electrical storms, or unanticipated short-term demands outside the District. However, the expectation is that on the substantial majority of days in any year, the City will perform the Baseline Services as described in the Department Report.

(d) The Baseline Services may be adjusted to reflect new methodologies and policies, such as the institution of greater foot patrols and other forms of community-based police enforcement, and with each renewal of the District, to consider changed circumstances, provided that the basic thrust and intent of the Ordinance is maintained in any adjustment.

2.03. Modifications.

(a) As provided in the Ordinance, the following principles shall apply with regard to the provision, suspension, diminishment or increase of Baseline Services to the District:

(i) No decrease in Baseline Services shall occur within the District unless there is an overall decrease in services necessitated by changes in funding, policy or resources, and then only in proportion to the decreased implemented elsewhere in Baltimore.

(ii) Any increase in Baseline Services generally throughout Baltimore shall be matched with increases in such services within the District, in proportion to the increased implemented elsewhere in Baltimore.

(b) The City's obligations under clause (a) above are not intended to override or diminish the City's obligations generally to the people of the City of Baltimore.

2.04 Extenuating Circumstances.

(a) Consistent with the Ordinance, the City shall be obligated to maintain Baseline Services at the levels required in Section 2.01, except as such levels of service are affected by the circumstances described in Sections 2.02 and 2.03. In addition, the City's agreements herein

shall not be deemed to override any constitutional obligations of the City, or rights and obligations established by federal or state law, City Charter, or under order of courts of law.

(b) In the event of extreme emergency, as declared by the Mayor of the City or the Governor of the State of Maryland, Baseline Services may be temporarily discontinued or reduced in all or part of the District, notwithstanding the continuation of such services elsewhere in Baltimore. The parties acknowledge that such circumstances are likely to be highly unusual and temporary in nature.

3.01. Collection/Distribution of LIG. As described in the Ordinance, the City agrees to provide services to the District consisting of the collection from the State and disbursement to the Authority of the Local Impact Grant (defined in the Ordinance) funds.

ARTICLE III

DIRECT LOCAL IMPACT GRANT SERVICES

3.01. Direct Local Impact Grant Services. The City agrees to provide services as described on **Exhibit B** (the “Direct Local Impact Grant Services”), provided, however, that the priorities, timing and pace for such services shall be subject to advice from the LDC.

3.02. Annual Budget. Subject to the annual amount of LIG funding and the annual appropriation by the Board of Estimates for Baltimore City, the City agrees to provide Direct Local Impact Grant Services to the District.

ARTICLE IV

AUTHORITY SERVICES

4.01 Annual Support. Subject to the annual appropriation by the Board of Estimates for Baltimore City, the City agrees to provide Authority Funding (defined hereunder) for Supplemental Services provided by the Authority to the District.

4.02. Supplemental Services of the Authority.

(a) The Authority will provide Supplemental Services to the District, as permitted by the applicable laws, rules and regulations binding upon the Authority.

(b) The Authority shall provide the Supplemental Services within the South Baltimore Gateway Community Impact District of the kind and in the quantities described in **Exhibit C**. Unless otherwise specified in the text or the exhibits to this Agreement, the Authority is solely responsible for the costs incurred by the provision of the Supplemental Services.

4.03. Authority Funding. The City agrees to support the Supplemental Services through Authority Funding as set forth below, subject to annual appropriation by the Board of Estimates for Baltimore City:

(a) For Fiscal Year 2017, at the amount approved in the Ordinance of Estimates .

(b) For each subsequent Fiscal Year during the term of this Agreement and beginning in Fiscal Year 2018, not less than 50% of the LIG from video lottery proceeds distributed to Baltimore City under §17-1A-31(A)(1)(I) of the State Government Article of the Annotated Code of Maryland.

(c) Any payments due under this section will be made by the City to the Authority promptly.

(d) In the event that the City provides less than all of the amounts required by this section, the Authority will have the right to reduce, as necessary, the level and/or scope of Supplemental Services.

4.04. Budget. At least two months before the effective date of a budget, the Authority shall provide the Director of Finance of the City with the Authority's financial plan for the use of Authority Funding.

4.05. Fiscal Year End Reports. Sixty (60) days after the end of each Fiscal Year, the Authority shall give the Director of Finance of the City a report showing in detail the applications of Authority Funding that occurred during that Fiscal Year. Also at that time, the Authority shall provide financial reports (sources and uses of funds and a balance sheet) to the Director of Finance of the City summarizing its financial activities during the Fiscal Year. At such times and in such forms as the City may require of the Authority, there shall be furnished to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement.

4.06. Financial Records. The Authority agrees (a) to maintain proper books and records adequate to enable independent certified public accountants to certify the use of all funds from all sources, (b) to retain such books and records and copies of the reports and statements for a period of three (3) years from termination or expiration of this Agreement, and (c) to make such books and records available for inspection by City and its auditors, agents and representatives at all reasonable times.

ARTICLE V

ADMINISTRATOR FOR THE AUTHORITY

The Authority may contract with an Administrator to provide day-to-day operations of the Authority as described in the Ordinance. The Authority shall require the provisions of this

Agreement (including Articles VII, X, and XI), to be enforced by the Administrator or contractor utilized by the Authority to perform all or a material portion of its obligations under the Ordinance and this Agreement.

ARTICLE VI

TERM

The term of this Agreement shall coincide with the initial period of authorization of the District and any extension periods of the District.

ARTICLE VII

INDEMNIFICATION AND INSURANCE

7.01. Indemnification. To the extent allowable under the Local Government Tort Claims Act, the Authority shall indemnify, defend and hold harmless the City, its elected/appointed officials, employees, agents, and volunteers from any and all claims, demands, suits, and actions, including attorney's fees and court costs, connected therewith, brought against the City, its elected/appointed officials, employees, agents, and volunteers, arising out of any direct or indirect, willful or negligent, act or omission of the Authority, its employees, agents, volunteers, or subcontractors under this Agreement.

To the extent allowable under the Local Government Tort Claims Act, the City shall indemnify, defend and hold harmless the Authority, its elected/appointed officials, employees, agents, and volunteers from any and all claims, demands, suits, and actions, including attorney's fees and court costs, connected therewith, brought against the Authority, its elected/appointed officials, employees,

7.02 Insurance. The Authority shall not commence work under this Agreement until it has obtained all the insurance required under this section. Further, such insurance shall remain in force during the life of this Agreement. The Authority shall name the Mayor and City Council of Baltimore as additional insured on all policies. The Authority, at its sole expense, shall procure and maintain during the life of this Agreement the following required insurance coverage:

(a) Commercial General Liability Insurance at limits of not less than Two Million Dollars (\$2,000,000) per occurrence for claims arising out of bodily injuries or death, and property damages. With those policies with aggregate limits, a minimum limit of Four Million Dollars (\$4,000,000) is required. Such insurance shall include contractual liability insurance.

(b) Business Automobile Liability at limits of not less than One Million Dollars (\$1,000,000) per occurrence for all claims arising out of bodily injuries or death and

property damages. The insurance shall apply to any owned, non-owned, leased, or hired automobiles used in the performance this Agreement. As an alternative, Authority may add employers non-ownership liability coverage to the policy required under clause (a) above.

The Authority's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

To the extent of the Authority's negligence, the Authority's insurance coverage shall be primary insurance with respects to the City, its elected/appointed officials, employees, agencies and agents. Any insurance and/or self-insurance maintained by the City, its elected/appointed officials, employees, agencies or agents shall not contribute with the Authority's insurance or benefit the Authority in any way.

Coverage shall not be suspended, voided, canceled, reduced, in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days prior written notice has been given to the City. There will be an exception for non-payment of premium, which is ten (10) days notice of cancellation.

Insurance is to be placed with insurers with a Best's rating of no less than A:VII, or, if not rated with Best's with minimum surpluses the equivalent of Bests' surplus size VII and must be licensed/approved to do business in the State of Maryland.

The Authority shall furnish the City with a "Certificate of Insurance" and a copy of the additional insured endorsement as verification that coverage is in force. The City reserves the right to require complete copies of insurance policies at any tune.

(c) The City, its elected/appointed officials, employees, agencies, and agents shall be covered, by endorsement, as additional insured as respects to: liability arising out of activities performed by or on behalf of the Authority in connection with this Agreement. Failure to obtain insurance coverage as required or failure to furnish Certificate(s) of Insurance as required may render this Agreement null and void at the sole discretion of the City; provided, however, that no act or omission of the City shall in any way limit, modify or affect the obligations of the Authority under any provision of this Agreement.

In the event that the Authority uses contractors or hires employees, it shall, (a) in the first instance, require both contractors and subcontractors to maintain commercially reasonable insurance either as required by the City, or if no requirements are specified, as is customary for the scope of the work required, and (b) in the second, maintain such worker's compensation coverage as is required by applicable law.

ARTICLE VIII

COLLECTION AND DISBURSEMENT

8.01 Collection and Disbursement. As provided in the Ordinance, the City, through the Department of Finance, will collect the LIG and promptly disburse the Authority Funding

amount to the Authority. by a check to an account maintained at a local branch of a FDIC-insured national bank.

ARTICLE IX

MONITORING OF SERVICES

9.01. Monitoring of Services. The City will designate or identify and advise the Authority from time to time of Departments of the City responsible for the following activities:

- (a) monitoring the adequate performance of the Services;
- (b) making any recommendations to the parties regarding the need for improvement or modification of any Services;
- (c) providing written notice to the Authority and LDC of material changes in Services; and
- (d) reviewing any written notice provided by the parties.

9.02. Authority Monitoring of Supplemental Services. The Authority will designate or identify the Authority's Administrator who is responsible for the following activities:

- (a) monitoring the adequate performance of the Direct Local Impact Grant Services;
- (b) making any recommendations to the parties regarding the need for improvement or modification of any Direct Local Impact Grant Services;
- (c) providing written notice to the affected Department(s) and LDC of material changes in the Direct Local Impact Grant Services; and
- (d) reviewing any written notice provided by the parties.

ARTICLE X

MINORITY AND WOMEN'S BUSINESS OPPORTUNITY REQUIREMENTS

The Authority shall be subject to the City's policy on encouraging and achieving goals for participation of minority and women's business enterprises in contracting activities as outlined in the Baltimore City Code 2000, Article 5, Subtitle 28 (pertaining to Minority and Women's Business Enterprise), as amended, which is incorporated into this Agreement by reference.

ARTICLE XI

MISCELLANEOUS PROVISIONS

11.01. Retention of Records. Except as otherwise stated in the Ordinance, the Authority and its contractors shall maintain and retain all records and other documents related to this

Agreement for a period of three (3) years from termination or expiration of this Agreement, or pursuant to any applicable statute of limitations, whichever is longer, except in cases where unresolved audit questions require retention for a longer period as determined by the City. The Authority shall make such records and documents available for inspection and audit at any time to authorized representatives of the City, and if applicable to state and/or federal government authorized representatives. If the Authority should cease to exist, custody of all records related to this Agreement will be transferred to the City.

11.02. Audits. At any time during regular business hours and as often as the City may deem necessary, there shall be made available to the City for examination, the Authority's records with respect to matters covered by this Agreement. The Authority shall permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, records of personnel, conditions of employment, and other data relating to matters covered by this Agreement.

The Authority shall be responsible for repayment of any and all applicable audit exceptions, which may be identified by City, state or federal auditors or their designated representatives and are material and adverse in nature to the City as to create an audit disallowance. The Authority will be billed by the City for the amount of said audit disallowance and shall promptly repay such audit disallowance; in the event of such an audit disallowance, the City may offset the City Funding to the Authority for the current Fiscal Year or subsequent Fiscal Year(s) by the amount of such audit disallowance.

11.03. Conflicts of Interest.

(a) No member, official, representative, or employee of the City or Authority shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, representative or employee participate in any decision relating to this Agreement which affects a personal association in which he is, directly or indirectly, interested. No member, official, representative or employee of the City shall be personally liable to the Authority or any successor in interest in the event of any default or breach by the City.

(b) Any director, principal, officer, or employee of the Administrator shall execute the "Conflict of Interest Policy" attached as **Exhibit D**. Upon request, the Authority shall provide the City with copies of the executed Conflict of Interest Policies from the Administrator.

(c) Notwithstanding the above, the parties acknowledge and agree that the participation of directors of the Authority, appointed, selected or designated by the City, in any decisions relating hereto, will not constitute a conflict of interest.

11.04. Invalidity of Particular Provisions. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

11.05. Third Party Beneficiary. Nothing contained in this Agreement shall be construed to confer upon any other party the rights of a third party beneficiary, except as may be otherwise specifically provided for herein. The terms of this Agreement are not intended to and shall not supersede the terms of any agreement between the City and any third party. Further, this Agreement does not create any obligations of the City to any third party related to its private property, nor provide a third party with any rights related to City property.

11.06. Multiple Copies. This Agreement may be executed in any number of copies and each such copy shall be deemed an original.

11.07. Force Majeure. The provisions of this Agreement are subject to the following limitations: If by reason of acts of God, labor dispute or any cause or event not reasonably within the control of a party hereto, that makes it impossible for a party to perform in whole or in part its obligations referred to in this Agreement, the affected party shall not be deemed in default during the continuance of such inability to perform. The affected party shall use reasonable efforts to remedy the cause or causes preventing it from carrying out its obligations under the Agreement; provided, that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the affected party, and the affected party shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is, in the judgment of the affected party, unfavorable to the affected party.

11.08. Disclaimer of Partnership Status. Nothing in the provisions of this Agreement shall be deemed in any way to create between the Authority and the City, any relationship of partnership, joint venture, or association and the parties to this Agreement hereby disclaim the existence of any such relationship.

11.09. Notice. Except as otherwise provided herein, all notices required to be given or authorized to be given pursuant to this Agreement shall be in writing and shall be delivered or sent by registered or certified mail, postage prepaid, or by commercial messenger to:

in the case of the City:

Mayor and City Council of Baltimore
100 North Holliday Street, 4th Floor
Baltimore, Maryland 21202
Attention: Director of Finance

with a copy to:

City Solicitor
City Hall, Room 101
100 North Holliday Street
Baltimore, Maryland 21202

and in the case of the Authority:

with a copy to:

11.10. Amendment of Agreement. Any and all modifications to the terms of this Agreement must be by a written amendment, signed by the parties and approved by the Board of Estimates of Baltimore City.

11.11. Assignment. A party shall not assign this Agreement, except with the prior written approval of the parties and the Board of Estimates of Baltimore City, which approval shall be subject to such conditions and provisions as the City may deem necessary. This Agreement shall be incorporated by reference into any assignment and any assignee shall comply with all of the provisions of this Agreement.

11.12. Governance. This Agreement shall be construed by and governed under the laws of the State of Maryland and subject to the jurisdiction of its courts. Any litigation between the parties relating to this Agreement shall be filed in a court of competent jurisdiction in Baltimore City.

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

11.14. Interpretation. In the event of any question regarding the meaning of any of the provisions of this Agreement, the interpretation placed thereon by the City shall be final and binding on the parties hereto, provided that any such interpretation shall not be unreasonable.

11.15. Headings. Any heading of the paragraphs in this Agreement is inserted for convenience and reference only, and shall be disregarded in construing and/or interpreting this Agreement.

11.16. Recitals. The recitals are hereby incorporated as part of this Agreement.

11.17. No Waiver. The waiver of any term of this Agreement, or the failure of the City to insist on strict compliance or prompt performance of any terms of this Agreement, followed by the acceptance of such performance thereafter, shall not constitute or be construed as a waiver or relinquishment of any right by the City to enforce all terms strictly in the event of a continuous or subsequent default.

11.18. Nondiscrimination. The Authority shall operate under this Agreement so that no person otherwise qualified is denied employment or other benefits on the grounds of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, disability or other unlawful forms of discrimination except where a particular occupation or position reasonably requires consideration of these attributes as an essential qualification for the position. The Authority shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

11.19. Compliance with Laws. The Authority shall comply with all federal, state and local laws, ordinances, rules and regulations as well as applicable codes of ethics, pertaining to or regulating the provision of the services, including those now in effect and hereafter adopted.

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

EXHIBIT A

**DEPARTMENT REPORTS
OF BASELINE SERVICES**

TRANSPORTATION

The following statement describes the services which the Department of Transportation will provide in the District unless budget reductions or other unforeseen circumstances force City wide program reductions.

_____, Director, Department of Transportation DATE

Function	Description	No.	Position
Department of Transportation			
Streets	<ul style="list-style-type: none"> Public streets will be salted and plowed according to standard city snow removal practices. 		
Parking Meter Maintenance	<ul style="list-style-type: none"> Personnel are assigned to parking meter installation, maintenance and repair on an as needed basis. 		
Parking Enforcement	<ul style="list-style-type: none"> There are parking control posts for the District. (These do not include point control personnel who are engaged in parking and moving control for a portion of their workdays.) The size of the on-duty workforce varies from day to day because of court duty, vacation use and similar factors; and during the course of the day because of a complex shift schedule and special events which can alter normal schedules. Because of the variability, average shift strength is difficult to estimate. There are agents and supervisors. 		
	<ul style="list-style-type: none"> Maintain lighting and safety cameras 		
Towing	<ul style="list-style-type: none"> Removal of Illegally Parked Cars. Assign towing personnel to District and tow where signs are posted for no parking during rush hour, street cleaning, festivals, parades and other events. Abandoned vehicles are also towed. 		
Landscaping	<ul style="list-style-type: none"> Transportation Maintenance personnel are assigned to maintain the medians and right-of-way on a daily basis. 		

PUBLIC WORKS

The following statement describes the services which the Department of Public Works will provide in the District unless budget reductions or other unforeseen circumstances force City wide program reductions.

_____, Director, Department of Public Works

DATE

Function	Description	No.	Position
Department of Public Works			
Mixed Refuse/Recycling Collection	<ul style="list-style-type: none"> Mixed refuse shall be collected as stated in Article 23. Subtitle 2 of the Baltimore City Code. 		
	<ul style="list-style-type: none"> Single stream recycling services will be provided weekly 		
	<ul style="list-style-type: none"> Business Districts (Federal Hill, Pigtown, Cherry Hill) will receive daily collection of corner cans and smart baskets 		
Cushman Operations	<ul style="list-style-type: none"> Crews are responsible for collecting full trash liners and removing them from designated areas. 		
Waterway Cleaning – Middle Branch	<ul style="list-style-type: none"> The Middle Branch waterways are to be cleaned on a regular schedule 		
Park Cleaning	<ul style="list-style-type: none"> All parks will be cleaned of loose trash and installed trash cans emptied twice each week 		
Bulk Removal Services	<ul style="list-style-type: none"> Bulk removal services will be provided one day per month 		
	<ul style="list-style-type: none"> 		

Function	Description	No.	Position
Load Packer Services	<ul style="list-style-type: none"> A crew collects and disposes trash and debris collected from corner baskets in the Casino area 		
Street Sweeping Services	<ul style="list-style-type: none"> Mechanical Street Sweepers clean the District streets on a regular schedule. 		
Illegal Dumping	<ul style="list-style-type: none"> Remove illegally dumped material 		
Lot Cleaning and Mowing	<ul style="list-style-type: none"> Remove debris and mow lots for which DPW is responsible on as-needed basis 		
Special Events	<ul style="list-style-type: none"> Clean streets and areas impacted by permitted special events at expense of event organizers within 12 hours after event 		
Graffiti Removal	<ul style="list-style-type: none"> Graffiti is removed on a request basis. A waiver is required to remove graffiti from private property, and materials for removal such as paint are the responsibility of the property owner. 		
Rat Rubout Program	<ul style="list-style-type: none"> The Rat Rubout Program uses diverse methods to eradicate and control rat infestation in City neighborhoods by utilizing a variety of strategies that include rat abatement and community education. Any abatement (trapping, poisoning etc.) must be accompanied by ongoing prevention. 		

HOUSING AND COMMUNITY DEVELOPMENT

The following statement describes the services which the Department of Housing and Community Development will provide in the District unless budget reductions or other unforeseen circumstances force City wide program reductions.

_____, Director, Department of Housing and Community Development DATE

Function	Description	No.	Position
Department of Housing and Community Development			
Housing Code	<ul style="list-style-type: none"> HCD will inspect dwellings inside and out and enforce the Housing Code in regard to maintenance and sanitation. 		
Illegal Dumping	<ul style="list-style-type: none"> Investigate illegal dumping activities, issue citations, report to DPW for removal of illegally dumped material 		
Building Permits	<ul style="list-style-type: none"> Permits are required for alterations additions, new construction, repairs and demolition. Building inspectors will inspect all work for conformance to the City's building and zoning codes. 		
Zoning	<ul style="list-style-type: none"> The Zoning Code of Baltimore City will be enforced. 		
Sale of City-owned Properties	<ul style="list-style-type: none"> Subject to approval of the Board of Estimates, HCD will sell City-owned properties that are in HCD's management jurisdiction and that are no longer needed for public use. Sales will be consistent with all applicable zoning and other regulations. 		
Homeownership Counseling	<ul style="list-style-type: none"> These services will be made available to individuals and families in the district seeking assistance in the purchase of a home in Baltimore City; homeownership counseling is provided by twenty non-profit housing counseling agencies funded, in part, by HCD. 		

POLICE DEPARTMENT

The following statement describes the services which the Baltimore Police Department will provide in the District unless budget reductions or other unforeseen circumstances force city wide program reductions.

_____, Commissioner, Baltimore Police Department

DATE

Function	Description	No.	Position
Baltimore Police Department			
	<ul style="list-style-type: none"> The unit’s mission is to work in partnership with the citizens of the District to prevent criminal activity, handle calls for service, and understand and serve the needs of the community. 		
	<ul style="list-style-type: none"> Assignment includes personnel drawn from various divisions, districts, sections, and units of the Police Department and is based on specific staffing plans for special events (e.g. parades, dignitary protection, etc.). It has always been the policy of the Police Department to utilize District Operations Units for special events throughout the district and City. This policy will continue when manpower allocation to such events is necessitated which will periodically reduce normal police coverage within the District. Events requiring police coverage within the District can best be addressed by timely notification to the Police Department of any such events. 		
	<ul style="list-style-type: none"> Due to the nature of police work, services to the community vary widely depending upon the current nature of services required at any given time. The Police Department has to meet the ever-changing requirements of the community and has to maintain the flexibility to reassign personnel at any given moment for either emergency reasons or unplanned events. Personnel assignments enumerated above reflect manpower during any given day and barring unforeseen events. 		

RECREATION AND PARKS

The following statement describes the services which the Department of Parks and Recreation will provide in the District unless budget reductions or other unforeseen circumstances force City wide program reductions.

_____, Director, Department of Parks and Recreation

DATE

Function	Description	No.	Position
Department of Recreation and Parks			
	<ul style="list-style-type: none"> Maintain existing parks including: Carroll Park, Gateway Park, Solo Gibbs Park, Gwynns Falls Trail, Riverside Park, Heath Street Park, Swann Park, Maisel Street Park, Atlantic Avenue Park, Florence Cummings Park, Lakeland Park, Indiana Avenue Park, Reedbird Park, Middle Branch Park 		
	<ul style="list-style-type: none"> Grass mowing every two weeks from April 1 to October 31 in parks 		
	<ul style="list-style-type: none"> Review and revise the Park Rules as deemed necessary. 		
	<ul style="list-style-type: none"> Maintain trail network 		
	<ul style="list-style-type: none"> Maintain urban tree canopy 		
	<ul style="list-style-type: none"> Maintain Bureau of Recreation programs at recreation centers in District including Cherry Hill, Lakeland, Solo Gibbs, Ella Bailey The goals of the Recreation Program are to: <ul style="list-style-type: none"> Provide safe havens for youth 5-17 years old Provide structured recreational and educational activities for all populations 5 – seniors Provide positive role models and mentoring Encourage teamwork, good sportsmanship, responsibility and nutrition Programming includes: soccer, basketball, and street hockey clinics and leagues; homework assistance, anti-violence workshops, cultural activities, active older adult programs, fitness programs, nutrition classes; after school programs, summer camps 		
	<ul style="list-style-type: none"> Maintain Bureau of Recreation programs at pools in District including Cherry Hill, Solo Gibbs, Riverside Park 		
	<ul style="list-style-type: none"> Review, process and approve/disapprove applications for event permits (both public and private). 		

EXHIBIT B

SERVICES PROVIDED BY INDIRECT LOCAL IMPACT GRANTS

The City agrees to provide the following additional services (above baseline services described in Exhibit A) which are services provided by Local Impact Grant funds that are not transferred directly to the Authority under §19-3(c)(2) of the Ordinance. Services will include:

- Increased Police Staffing (BPD) in the Casino Sub-District (CSD) including rental of space for the CSD.
- Additional Traffic Enforcement (DOT) staffing proximate to the Casino.
- Increased Medic Services in the District (BCFD)
- Station House Repairs for PEAK medic unit and elsewhere in District (BCFD)
- Build and Maintain a Surveillance Camera Network (MOCJ)
- Additional build-out of the CitiWatch surveillance camera network (MOCJ)
- Employment Connection Center (MOED)
- Additional Bureau of Solid Waste Staffing (DPW) for two crews charged with twice-daily servicing of “corner cans” along gateway corridors and responding to 311 calls for street and alley cleaning.
- Additional cleaning of debris from the Middle Branch on a regular basis.
- Other such services and investments, as advised by the LDC

EXHIBIT C

AUTHORITY SERVICES

The Authority or its subcontractors shall: (1) provide supplemental security, maintenance, sanitation, and other public services above and beyond those already provided by city government (the “enhanced services”); (2) disperse grants to local community and nonprofit organizations within the District (the “community grants”); (3) undertake transformational community development and economic development projects, designed to improve the quality of life and economic conditions within the District (the “transformational projects”); (4) provide other functions determined by the Board of the Authority to be in the interests of the District.

EXHIBIT D

CONFLICT OF INTEREST POLICY

Administrator of the
South Baltimore Gateway Community Impact District Management Authority

Article I **Purpose**

The purpose of the conflict of interest policy is to protect this tax-exempt organization's (the "Organization") interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

Article II **Definitions**

1. Interested Person

Any director, principal officer or a member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

2. Financial Interest

A person has a financial interest if the person has, directly or indirectly, through business, investment or family:

a. An ownership or investment interest in any entity with which the Organization has a transaction or arrangement,

b. A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement, or

c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person

who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

Article III **Procedures**

1. Duty to Disclose

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest to the Organization's governing board, any committee on which the interested person serves, or the Chairperson of the Organization, and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

2. Determining Whether a Conflict of Interest Exists

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

3. Procedures for Addressing the Conflict of Interest

a. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

c. After exercising due diligence, the governing board or committee shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

4. Violations of the Conflicts of Interest Policy

a. If the governing board or committee has reasonable causes to believe a member has failed to disclose actual or possible conflicts of interest, the Chairperson or Vice Chairperson on the Organization's behalf shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Article IV **Records of Proceedings**

The minutes of the governing board and all committees with board delegated powers shall contain:

a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.

b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Article V **Compensation**

a. A voting member of the governing board who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.

b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.

c. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

Article VI

Annual Statements

Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

- a. Has received a copy of the conflicts of interest policy,
- b. Has read and understands the policy,
- c. Has agreed to comply with the policy, and
- d. Understands the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Article VII
Periodic Reviews

To ensure the Organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted by members of the governing board as appointed by the Chairperson of the Organization. The periodic reviews shall, at a minimum, include the following subjects:

- a. Whether the compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
- b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Organization's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

Article VIII
Use of Outside Experts

When conducting the periodic reviews as provided for in Article VII, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

I hereby acknowledge receipt of this Conflict of Interest Policy for the Organization and agree to abide by the provisions contained therein.

Name: _____

Date: _____

Exhibit 3 - Sector Meetings Summary

SOUTH BALTIMORE GATEWAY COMMUNITY IMPACT DISTRICT SECTOR MEETINGS SUMMARY

JUNE 30, 2016



INTRODUCTION

Starting in January 2016 at the request of the City of Baltimore and the Baltimore Local Development Council (LDC), a consultant team comprised of Valbridge Property Advisors, Living Design Lab and others conducted a strategic planning and community engagement effort to formulate priorities and policies for creation of a “community benefits district,” or other similar entity that could allocate, manage and distribute a portion of casino Local Impact Grant (LIG) funds in neighborhoods of South Baltimore’s Casino Impact Area (CIA), also known as the South Baltimore Gateway. During this process, the Maryland General Assembly passed a law providing for creation of the South Baltimore Gateway Community Impact District (the “District” or “CID”) and of a Management Authority intended for this purpose.

The establishment of a community benefits district and management authority to focus on improved neighborhood services and strategic initiatives was a key recommendation of the South Baltimore Gateway Master Plan (the Master Plan). As a community-driven organization, the authority would administer programs and implement priorities identified by residents and businesses within the District. While the Master Plan is a comprehensive document that captures the needs and aspirations of the CIA neighborhoods, it was not created for the specific purpose of guiding the formation of the CID. It was therefore necessary to conduct a more detailed needs assessment to help refine the CID’s mission and to prioritize activities of the new organization that will oversee its funds.

According to the City of Baltimore’s Spending Plan for Fiscal Year 2015 LIG funds, “The Casino Area Benefits District will be a citizen-run neighborhood advocacy and improvement initiative authorized by law to provide enhanced security and sanitation services along with promotional activities for the neighborhoods immediately surrounding the Baltimore casino site on Russell Street.” The focus on security and sanitation services is typical of other benefits districts. However, the consultant team was tasked to conduct a needs assessment with an eye towards the breadth of issues captured in the

nine-goal framework of the Master Plan. The plan’s goals, strategies and recommendations capture an array of community needs identified through a two-year planning process.

This summary provides a record and analysis of the effort from spring 2016 to obtain input from community residents on the elements of the Master Plan and other priorities that hold greatest importance for them individually and in which they view the CID playing a major role.

The South Baltimore Gateway Master Plan

October 29, 2015

The South Baltimore Gateway Master Plan was developed under the leadership of the Local Development Council in consideration of existing needs of the Casino Impact Area that would benefit from Local Impact Funds generated by the Horseshoe Casino. The plan examines the challenges and potential of a large and diverse section of southern Baltimore City that includes extensive waterfront, three industrial areas, and more than a dozen distinct neighborhoods including Cherry Hill. It outlines strategies for fostering a community that is economically strong and offers all residents the chance to live healthy lives and build vibrant futures. The plan provides guidance on a wide array of issues – from increasing homeownership and improving transportation to achieving cleaner streets and garnering more resources for arts and culture.

The conclusions of the master plan were summarized in a nine goal framework under which are strategies and then specific recommendations. The Needs Assessment study of for the Community Impact District utilized this framework of nine goals.

Nine Goals for Strengthening the South Baltimore Gateway Area

- | | | | |
|---|---|---|-------------------------------|
|  | GOAL I
Transportation Connectivity |  | GOAL V
Economic Growth |
|  | GOAL II
Environmental Sustainability |  | GOAL VI
Education |
|  | GOAL III
Safety |  | GOAL VII
Health & Wellness |
|  | GOAL IV
Community Development & Revitalization |  | GOAL VIII
Quality of Life |
| | |  | GOAL IX
Infrastructure |

PROCESS

In order to solicit feedback from the community residents, businesses, and major stakeholder groups, the consultant team met with City agency representatives, neighborhood groups and business association representatives for the purpose of gathering information on current baseline services and unmet community needs. The consultant team also performed a document review of the Master Plan to summarize and distill its findings and recommendations. With this information, the team conducted a series of community engagement workshops for the purpose of prioritizing recommendations and identifying additional needs not recorded in the Master Plan. Each meeting engaged representatives of the neighborhoods within a specific “sector” of the CIA, to help define the highest priorities unique to that sector. The three sectors meetings were conducted as follows:

- April 11, 2016 East Sector Meeting for Otterbein, Sharp-Leadenhall, Federal Hill, Spring Garden Industrial Area, South Baltimore, and Riverside
- April 18, 2016 West Sector Meeting for Barre Circle, Ridgely’s Delight, Washington Village/ Pigtown, Carroll-Camden Industrial Area, Stadium Area, Carroll Park, and Casino Area
- April 9, 2016 South Sector Meeting for Westport, Mt. Winans, St. Paul Industrial Area, Lakeland, Cherry Hill

The consultant team reviewed the principal expenditures by the City for FY2016 of LIG spending. The City spending has focused on enhanced services to the CIA, as advised by the LDC, on issues such as public safety, trash pick-ups, and employment services. The spending history was presented at the sector meetings. Participants were generally supportive of past actions with no major exceptions taken to how funds have been allocated in prior years. The sector meetings were thereby focused primarily on the priorities for future expenditures by the Community Impact District.

In advance of the sector meetings, the consultant team with representatives of the planning office and mayor’s office pre-selected which of the recommendations can be considered city responsibilities and which can be CID responsibilities. This preliminary classification was made with knowledge of the baseline services currently being performed by the City. However, the intent was to facilitate discussion rather than present any definitive separation between the City’s and CID’s roles. Community members were given the opportunity to comment on which recommendations would fall under the purview of the CID and which would be a City responsibility.

During each sector meeting, community members were briefed on the background of the LIG, and presented a summary of needs identified in the South Baltimore Gateway Master Plan. For context, community members were also briefed on the typical roles and functions of community benefits districts. Utilizing the nine goal format of the Master Plan, community members were asked to comment on each recommendation for edits or additions.

Thereafter, community members were asked to individually vote for preferred recommendation to help inform the prioritization of responsibilities for the CID. The diverse community representation also revealed distinctions between sectors and unique priorities for specific neighborhoods. Information collected from these community workshops were then processed to develop the findings in this report.

Casino Impact Area Sectors



METHODOLOGY

The goal of the sector meetings was to gather feedback from a representative cross-section of the CIA population. While each of the three sector meetings were well attended with between 30 to 40 community members in attendance, it is difficult to assess how balanced was the representation of neighborhoods, groups, or interests. At each sector meeting, discussions were organized in three breakout groups, each with three goals to be examined. Due to the level of detail and due to time constraints, community members were limited to participating in a single breakout group based on a topic of their own choosing. Community members were also asked to self-organize to maximize the equitable distribution of interests and to balance group sizes.

Each breakout group discussed three goals and their respective recommendations from the Master Plan. Through a group discussion, members were able to qualify recommendations either as CID, City or shared responsibilities. Individuals then voted for preferred recommendations through a dot-voting activity.

The dot-voting activity and the discussions provided valuable community input helpful in the evaluation and refinement of the Master Plan recommendations. However, it is important to note that the information gathered is not quantitative data that produces an empirical ranking of priorities. By nature, public meetings have uneven representation of populations, demographics, geographies, and interests. The comments gathered in public meetings are helpful in highlighting commonalities, differences and points of emphases but is not a scientific survey of interests. Oftentimes, public input can help identify specific chronic problems or patterns of deficiencies. However, such information is more qualitative than quantitative. It is not possible to measure factors, incidents, losses or outcomes through community engagement workshops. Rather, public meetings produce content that is generally representative of community interests - qualitative information that can guide the interpretive assessment of issues and outline categories of importance.



The needs assessment is therefore a product of listening, recording and interpreting while also compensating for the heavily-represented versus under-represented interests in attendance at the sector meetings. In order to prioritize recommendations, specific votes for recommendations were tallied. Tally counts were weighted against factors such as attendance, representation and discussion dynamics.

In many cases, the three sectors supported the same strategies, but differed in their support of recommendations within those strategies. For this reason, ranking of priorities is for the most part better suited at the level of strategies rather than at the level of recommendations. Yet, vote counts for recommendations are useful in identifying priorities by sector and in some cases, for specific neighborhoods. Based on a comprehensive examination of input, areas of prioritization were identified as described in this report.

DISTRICT-WIDE PRIORITIZATION

The comments and results of the dot-sticker voting activity highlighted a variety of strategies and recommendations distributed among the nine goals. In some cases, the strategies with the highest number of votes were favored by a particular community or interest group. Many of the high ranking strategies had votes balanced between the three sectors, but had different recommendations favored by different sectors. In several cases, community members added additional recommendations that were not recorded in the Master Plan. In such instances, the group that added these new recommendations chose to vote for them, giving them high ranking. But as these were amendments

not formally added to the list of recommendations, these new recommendations were not seen or voted on in other sector meetings. As such, the number of variables at play pose a challenge to the specific ranking of recommendations at a district-wide level. However, in examining the votes and comments, patterns of priorities emerged to suggest three categories of emphasis: Improving Social Outcomes, Improving Economic Outcomes, and Improving Quality of Life. These are presented in no particular order or ranking.

GOAL VI: Education
Ensure that all people in the SBG Area have education

Strategy A:
Support initiatives that address challenges within communities and families in order to improve student performance

Strategy B:
Ensure all residents have access to needed education and technology resources

CBD

1. Implement and expand proven programs that improve school attendance. (performance)
2. Support planning for Community Schools (6 dots)
3. Strengthen environmental education (prioritize community based Support Youth programs (Supp Kids)) (3 dots)
4. Expand technology-based education opportunities for youth in schools and libraries and through community-based programs (6 dots)

CITY

1. Ensure reading proficiency by third grade

Dot-Voting Activity

Each breakout group discussed three goals and their respective recommendations from the Master Plan. Through a group discussion, members were able to qualify recommendations either as CBD, City or shared responsibilities. Individuals then voted for preferred recommendations through a dot-voting activity.

IMPROVING SOCIAL OUTCOMES

All three sectors prioritized strategies that work to strengthen the social outcome of communities, families and youth. Among these, most favored were initiatives that help communities and families improve youth outcomes (Goal VI, Strategy A). Notably, all three sectors added new recommendations for the support of community youth based programs in education, wellness, and recreation (Goal VII, Strategy B). Such programs may be new programs or existing ones that should be expanded. Summer programs for youth were identified as a need and specific community-based programs like Safe Streets in Cherry Hill were championed by community members. Programs that promote healthy habits and improve quality of school lunch were popular considerations. In the Western Sector, many lamented the loss of the Carroll Park swimming pool and flagged its restoration as an important priority. There was strong support for Community Schools as a means to provide wrap-around services for students and programs beyond education to the community. To aid in the success of schools, parent and teacher support programs were promoted especially in the Southern Sector meeting.

All three sectors also prioritized public safety as an important goal with specific emphasis on crime prevention (Goal III, Strategy A). There was particular support for the expansions of community-police partnerships, such as the Safe Streets program. Community policing strategies with increased bike and foot patrolling were also favored. Improvements in environmental design, lighting and camera installation were recognized as important, but also considered responsibilities that should be shared by the CBD and the City.

Priority Strategies for Improving Social Outcomes

Goal VI, Strategy A

Support initiatives that address challenges within communities and families in order to improve student performance.

Goal VII, Strategy B

Expand and promote youth wellness services

Goal III, Strategy A

Implement Crime Prevention Programs



IMPROVING ECONOMIC OUTCOMES

Community members also identified issues related to employment, economic development and community wealth as high priority items. Of all strategies, the highest ranked was for the support of local entrepreneurs and businesses (Goal V, Strategy C) with a majority of votes coming from Eastern and Western Sector community members. All five of the recommendations in this strategy received votes, highlighting the need for business support through a variety of tools such as incubation, professional services, business training and business development. Community development through stabilization and redevelopment was also prioritized (Goal IV, Strategy B). Specifically, programs that incentivize and support rehabilitation of housing with subsidies were considered key recommendations.

All three sectors considered workforce development as essential to ensure that community members remain the principal beneficiaries of any economic growth yielded by the LIG funds (Goal V, Strategy A). Also, programs that train adults and youth for the workforce and transit improvements that give better access to job centers were recognized as key considerations to improve the economic welfare of communities (Goal I, Strategy C).

Priority Strategies for Improving Economic Outcomes

Goal V, Strategy C

Support local entrepreneurs and businesses with policies to reduce investment costs

Goal IV, Strategy B

Create or expand incentives to stabilize and promote redevelopment in SBG neighborhoods

Goal V, Strategy A

Provide job training and other assistance to local residents



IMPROVING QUALITY OF LIFE

Strategies related to the role of the public realm on quality of life garnered significant support by all sectors. Among the strategies related to transportation and connectivity, those that improved pedestrian, bicycling and transit experience garnered most support (Goal I, Strategy A and C). The results point to a demand for “Complete Streets,” a concept that balance vehicular transportation with other modes of travel, improving access, safety and sense of place.

Open spaces and trails were recognized as essential assets for neighborhoods (Goal II, Strategy A and B). Quality parks that are well maintained, attractive and inviting were considered important along with the increase of tree canopy and conversion of vacant lots to green space. Building on existing trails to improve connectivity to parks and business centers was also a popular recommendation.

Sanitation issues and the control of litter were cited as a key concern (Goal II, Strategy B and C). Recommendations to improve municipal sanitation service with added public trash cans and additional crews were favored. Additionally, the relationship of dumping to crime prevention was highlighted, promoting the use of cameras, sanitation inspectors, and investigators to address problems.

Priority Strategies for Improving Quality of Life

Goal I, Strategy A

Improve the pedestrian and bicycle network

Goal II, Strategy D

Reduce litter accumulation and pollution on land and in water

Goal I, Strategy C

Enhance transit infrastructure to improve access, mobility, and user comfort

Goal II, Strategy B

Expand and enhance the recreational trail network

Goal II, Strategy A

Provide all neighborhoods access to high-quality green space and expand the urban forest quality



CONCLUSION

Due to a multiplicity of variables, it is difficult to characterize the positions taken by each sector. Instead, the results of these sessions are useful in demonstrating areas of similarity and difference among the three sectors. An examination of the sector-specific rankings highlight specific actions that residents would like to see prioritized in their communities. Thus, rather than informing generalizations, the ranking provides the future CID authority with a list of initiatives to choose from as it plans for start-up activities. However, continued engagement with the community on balancing the priorities of the three sectors will be essential.

The diversity of priorities suggests that the structure of the CID should remain broad and flexible enough to address a variety of issues through various methods. Such methods should include partnering with existing organizations to improve or create programs that serve the needs of local communities. Examples include expanding and sustaining the Community Schools programs, or building on early successes of the Employment Development Center to reach more residents and businesses. Additionally, the results of the sector meetings call for enhancing basic services that the City provides, by making targeted investments in areas such as community policing, sanitation services and transit access. Most baseline services currently conducted by the City would remain the City's responsibility. However, the CID is able to play a dual role through both advocacy—by ensuring accountability from City agencies on issues important to the community—and action—in targeting its own funds to improve performance and foster innovation in services and programs that address community needs.

PRIORITY RECOMMENDATIONS BY SECTOR

[SIX OR MORE VOTES]

EASTERN SECTOR

Goal I. Strategy A. Recommendation 2

Complete Streets: Make pedestrian improvements

Goal I. Strategy C. Recommendation 1

Improve existing bus service and study the feasibility of starting or expanding local "circulator" bus service

Goal II. Strategy A. Recommendation 3

Improve and upgrade existing parks

Goal IV. Strategy B. Recommendation 6

Create financing subsidies to encourage neighborhood-scale rehab efforts

Goal V. Strategy C. Recommendation 4

Provide support to start and maintain the viability of worker-owned businesses

Goal V. Strategy A. Recommendation 5

Investigate and advocate for improved public transit service linking workers to jobs

Goal V. Strategy C. Recommendation 1

Provide expanded small business support

Goal V. Strategy C. Recommendation 2

Actively promote and coordinate existing financing, tax benefits, and marketing programs

Goal VI. Strategy A. Recommendation 2

Support planning of community schools

Goal VI. Strategy B. Recommendation 4

Expand technology-based education opportunities for youth in schools and libraries and through community-based programs

Goal IX. Strategy A. Recommendation 2

Expand digital technology to libraries, schools, businesses and households

WESTERN SECTOR

Goal I. Strategy C. Recommendation 1

Improve existing bus service and study the feasibility of starting expanding “circulator” bus service

Goal II. Strategy D. Recommendation 2

Deploy additional sanitation crews to clean up communities and the Middle Branch

Goal III. Strategy A. NEW Recommendation

Expand police bike and foot patrols

Goal IV. Strategy C. Recommendation 7

Develop and implement strategies and incentives to reuse vacant industrial buildings once suitable for industrial use

Goal V. Strategy B. Recommendation 1

Conduct an assessment and marketing plan for Carroll Camden Industrial Area

Goal VI. Strategy A. Recommendation 2

Support planning of community schools

Goal VI. Strategy A. NEW Recommendation

Prioritize community based youth programs

Goal VII. Strategy B. NEW Recommendation

Add swimming pool at Carroll Park

SOUTHERN SECTOR

Goal III. Strategy A. Recommendation 1

Support and expand community-police partnerships

Goal VI. Strategy A. Recommendation 6

Create and expand summer enrichment programs

Goal IV. Strategy B. Recommendation 2

Develop strategies and timeframes for the stabilization of vacant houses

Goal I. Strategy C. Recommendation 1

Improve existing bus service and study the feasibility of starting or expanding local “circulator” bus service

Goal IV. Strategy B. Recommendation 4

Create a pilot rehabilitation program for middle-income homeowners

Goal IV. Strategy B. Recommendation 6

Create financing subsidies to encourage neighborhood-scale rehab efforts

Goal VIII. Strategy B. Recommendation 5

Provide recreation programs in schools

Goal VI. Strategy A. NEW Recommendation

Develop teacher support programs for education and safety aides



GOAL I												
Transportation Connectivity: Increase and improve multi-modal transportation connections, access, safety and mobility												
Number	Recommendation	East			West			South			TOTAL	RANK
		CBD	CITY	Votes	CBD	CITY	Votes	CBD	CITY	Votes		
Strategy A: Improve the pedestrian and bicycling network											33	4
1	Adopt a "Complete Streets" plan for each neighborhood		.		.	.	.	.	.	2	2	
2	Complete Streets: Make pedestrian improvements	.		21	.		1	.		1	23	
3	Complete Streets: Make improvements for bicycling	.		3	.		2	.			5	
4	Expand the trail system around the Middle Branch; enhance the waterfront promenade	.		2	.		1	.			3	
5	Build pedestrian bridges across railroad tracks at key sites for safe access		.		.			.	.		0	
Strategy B: Improve roadway conditions and connections to improve safety and access to redevelopment sites											6	
1	Complete Streets: Put traffic calming strategies in place	.		2	.			.		2	4	
2	Complete Streets: Implement traffic safety measures		.		.			.			0	
3	Continue to make key roadway improvements		.		.			.	.	2	2	
4	Replace or upgrade the Hanover Street Bridge		.		.			.			0	
Strategy C: Enhance transit infrastructure to improve access, mobility and user comfort											27	6
1	Improve existing bus service and study the feasibility of starting or expanding local "circulator" bus service	.		9	.	.	6	.	.	7	22	
2	Expand water taxi service where appropriate		.		.			.			0	
3	Identify and implement "sense of place" improvements at transit locations	.		4	.		1	.			5	
Strategy D: Improve traffic operations and parking to reduce the impacts of increased traffic in neighborhoods											6	
1	Improve traffic operations and signage, especially near schools.		.		.			.			0	
2	Conduct parking studies and make improvements based on findings	.		2	.			.			2	
3	To appropriately serve all users, clearly delineate parking areas for both residents and visitors		.		.			.			0	
NEW	Plan and expand offsite parking	.		4							4	
Strategy E: Improve freight-related accessibility and safety											15	
1	Study and implement "quiet zones"	.		4	.			.	.	4	8	
2	Evaluate possible roadway improvements for truck routes		.		.			.			0	
NEW	Implement transportation coordinator position to manage truck traffic									5	5	
NEW	Reroute truck routes for increased safety									2	2	
Strategy F: Coordinate transportation infrastructure improvements with the appropriate agencies to reduce redundancy and neighborhood disruption											0	
1	Continue to improve and streamline the use of Envista software		.		.			.			0	

GOAL II											
Environmental Sustainability: Make neighborhoods greener, cleaner and healthier											
Number	Recommendation	East			West			South			RANK
		CBD	CITY	Votes	CBD	CITY	Votes	CBD	CITY	Votes	
Strategy A: Provide all neighborhoods access to high-quality green space and expand the urban forest canopy										22	7
1	Increase the amount of open space and parkland		.			.			.		0
2	Convert City-owned vacant lots to green space	.			.	2		.	2		4
3	Improve and upgrade existing parks	.		7	.	2		.			9
4	Make park gateways more attractive and inviting	.			.	1		.	1		2
5	Incorporate low-impact development and Green Street principles into projects		.			.			.	1	1
6	Increase the urban tree canopy	.		3	.			.	1		4
NEW	Treat MLK as Park Boulevard				.	2					2
Strategy B: Expand and enhance the recreational trail network										20	8
1	Build the proposed additions to the Gwynns Falls Trail	.		1	.	3		.	1		5
2	Expand connections to and within the regional trail network	.		5	.	3		.			8
NEW	Improve connection to downtown				.	7					7
Strategy C: Improve the Middle Branch shoreline and water quality										5	
1	Undertake a comprehensive feasibility and design plan for the Middle Branch shoreline		.			.			.		0
2	Stabilize the Middle Branch shoreline, focusing first on Middle Branch Park	.			.	3		.			3
3	Preserve and expand inland environmental habitat restoration and conservation areas		.			.			.	1	1
4	Conduct an environmental assessment of Cherry Hill/Reedbird Park and upgrade the land for additional recreational uses		.			.			.		0
NEW	Implement Middle Branch trash wheel							.	1		1
Strategy D: Reduce litter accumulation and pollution on land and in waterways										29	5
1	Change behavior through media outreach and volunteer cleanup campaigns	.			.			.	1		1
2	Deploy additional sanitation crews to clean up communities and the Middle Branch	.			.	8		.			8
3	Launch pilot sanitation programs	.			.			.	1		1
4	Hire additional sanitation inspectors to improve enforcement of trash violations	.		2	.	4		.	3		9
5	Add cameras and one investigator to improve enforcement and stop illegal dumping	.			.	4		.			4
6	Add an additional attorney to enhance prosecution of sanitation and dumping violations		.			.			.	2	2
7	Improve maintenance of publicly owned green spaces	.		1	.			.			1
NEW	Add public trash cans with pickup service	.		2					1		3
Strategy E: Continue and expand the programs that implement the City's Sustainability Plan										1	
1	Promote and expand volunteer activities and education programs	.			.			.	1		1
2	Expand the Baltimore Energy Challenge into SBG neighborhoods	.			.			.			0
3	Provide Green Schools coordinators in area schools	.			.			.			0
4	Expand the "Make a Plan, Build a Kit, Help Each Other" project	.			.			.			0
5	Create and expand community engagement and educational programs	.			.			.			0
6	Monitor and improve air quality	.			.			.			0

GOAL III											
Safety: Promote public safety through enhanced crime prevention efforts and improved emergency response											
Number	Recommendation	East			West			South			RANK
		CBD	CITY	Votes	CBD	CITY	Votes	CBD	CITY	Votes	
Strategy A: Implement crime prevention programs										36	3
1	Support and expand community-police partnerships	.		4	.			.		14	18
2	Install and upgrade lighting and public safety cameras	.	.	3	.			.			3
3	Expand the application of Crime Prevention through Environmental Design		.		.		2	.			2
4	Increase police and fire department presence near the casino		.		.			.			0
5	Re-establish the Park Ranger program	.		3	.			.			3
NEW	Expand police bike and foot patrols				.	.	9				9
NEW	Increase safety at playgrounds				.						0
NEW	Support and expand substance abuse programs for safety							.		1	1
Strategy B: Upgrade emergency fire and medical services and improve response times throughout the area										0	
1	Fund fire station upgrades		.		.			.			0
2	Study the need for and feasibility of a joint Police and Fire Department station		.		.			.			0
3	Conduct a water hazards study		.		.			.			0

GOAL IV

Community Development and Revitalization:
Improve the quality of neighborhoods to increase the marketability of
properties and promote investment

Number	Recommendation	East			West			South			RANK	
		CBD	CITY	Votes	CBD	CITY	Votes	CBD	CITY	Votes		
Strategy A: Establish a management entity to focus on neighborhood improvements											0	
1	Create a community benefits district and organization to oversee enhanced services, grants to neighborhood groups and strategic initiatives		.			.			.		0	
Strategy B: Create or expand incentives to stabilize and promote redevelopment in SBG neighborhoods											36	3
1	Expand Live Near Your Work program for casino employees and other large employers		.			.			.		0	
2	Develop strategies and timeframes for the stabilization of vacant houses	.			.			.	7		7	
3	Develop a pilot program to provide subsidies for rehabilitation of vacant houses	.		3	.			.	3		6	
4	Create a pilot rehabilitation program for middle-income homeowners	.		4	.			.	6		10	
5	Expand accessibility retrofit programs	.		1	.			.			1	
6	Create financing subsidies to encourage neighborhood-scale rehab efforts	.		6	.			.	6		12	
Strategy C: Identify and capitalize on changes in land use as redevelopment opportunities											18	
1	Conduct a regional housing market and housing typology study for the SBG area		.			.			.		0	
2	Conduct market analyses for parcels not currently planned for redevelopment		.		.		2		.		2	
3	Create redevelopment strategies for sites that could serve as catalysts for investment	.			.		2	.			2	
4	Conduct corridor improvement studies	.			.		3	.			3	
5	Develop design guidelines for redevelopment of sites		.			.			.		0	
6	Evaluate the feasibility of making public housing improvements		.			.			.		0	
7	Consolidate industrial areas		.			.			.		0	
8	Develop and implement strategies and incentives to reuse vacant industrial buildings once suitable for industrial use	.		3	.		7		.		10	
9	Study the future of all City-owned properties	.		1		.		.			1	

GOAL V

Economic Growth: Improve and expand economic activity throughout the SBG Area with support for businesses, workforce development and job creation.

Number	Recommendation	East			West			South			RANK	
		CBD	CITY	Votes	CBD	CITY	Votes	CBD	CITY	Votes		
Strategy A: Provide job training and other assistance to local residents											29	5
1	Evaluate the success of the Employment Connection Center		.			.			.		0	
2	Expand services to residents of public housing and expand Community Action Agency programs	.		2	.				.		2	
3	Expand youth jobs programs	.			.		2	.		5	7	
4	Investigate the feasibility of expanding or creating a new "green jobs" training center	.			.		5	.		5	10	
5	Investigate and advocate for improved public transit service linking workers to jobs	.		8	.			.			8	
NEW	Strengthen DDA training facility and adult job training									2	2	
Strategy B: Market the area for business expansion and recruitment											11	
1	Conduct an assessment and marketing plan for Carroll Camden Industrial Area	.			.		11	.			11	
Strategy C: Support local entrepreneurs and businesses with policies to reduce investment costs											52	1
1	Provide expanded small business support	.		6	.		4	.	.	2	12	
2	Actively promote and coordinate existing financing, tax benefit, and marketing programs	.		6	.		3	.			9	
3	Foster support for and connect entrepreneurs to business incubators and co-working spaces	.		4	.		1	.		3	8	
4	Provide support to start and maintain the viability of worker-owned businesses	.		9	.		3	.			12	
5	Help small businesses access contracting and vending opportunities with local anchor institutions	.	.	5	.		2	.		4	11	
Strategy D: Support land use and development policies that stimulate job growth											2	
1	Study land uses to identify sites for business expansion	.			.			.		2	2	

GOAL VI

Education: Ensure that all people in the SBG Area have equitable access to a high-quality education

Number	Recommendation	East			West			South			RANK	
		CBD	CITY	Votes	CBD	CITY	Votes	CBD	CITY	Votes		
Strategy A: Support initiatives that address challenges within communities and families in order to improve student performance											46	2
1	Implement and expand proven programs that improve school attendance.	•		1	•			•			1	
2	Support planning for Community Schools	•		6	•		6	•			12	
3	Ensure reading proficiency by third grade		•			•			•		0	
4	Strengthen environmental education	•		3	•			•			3	
NEW	Prioritize community based youth programs	•		4			10				14	
NEW	Create and expand summer enrichment programs							•		9	9	
NEW	Develop teacher support programs for education and safety aides							•		6	6	
NEW	Develop parent support programs							•		1	1	
Strategy B: Ensure all residents have access to needed education and technology resources											15	
1	Expand digital access in homes, schools, libraries, and other community anchors	•		3	•		4	•			7	
2	Provide programs to enhance English proficiency	•			•			•			0	
3	Expand opportunities and supportive services for adult education	•		1	•			•			1	
4	Expand technology-based education opportunities for youth in schools and libraries and through community-based programs	•		6	•		1	•			7	

GOAL VII

Health and Wellness: Ensure that all people in the SBG Area have equitable opportunities to lead healthy lives

Number	Recommendation	East			West			South			RANK	
		CBD	CITY	Votes	CBD	CITY	Votes	CBD	CITY	Votes		
Strategy A: Improve residents' health by ensuring access to needed services and resources											17	
1	Expand access to health education and care services and replicate effective models	.		1	.			.			1	
2	Support an expansion of local grocers, farmers markets and community gardens	.		1	.	3		.	5		9	
3	Implement the food desert retail strategy		.			.			.		0	
4	Establish partnerships with local food and nutrition providers		.			.			.		0	
5	Establish community design standards that promote physical activity with opportunities to bike and walk	.	.	3		.			.		3	
6	Promote initiatives to increase physical activity, such as Medical Mile and Get Fit programs	.		1	.			.			1	
NEW	Develop environmental health screening and education programs							.	3		3	
NEW	Improve health safety inspections of food service businesses							.			0	
Strategy B: Expand and promote youth wellness services											36	3
1	Increase educational outreach to teach healthy diet, exercise and hygiene in schools, community centers, libraries, places of worship and other neighborhood centers	.		2	.	5		.			7	
2	Screen children for vision issues and provide them with appropriate care and services		.			.			.		0	
3	Provide grants to fund evidence-based programs that reduce teen pregnancy and reduce or prevent violence		.			.	1		.		1	
NEW	Expand Food Pantries and Backpack programs	.		2							2	
NEW	Add swimming pool at Carroll Park	.			.	11					11	
NEW	Improve quality and healthiness of school breakfast and lunch					1					1	
NEW	Develop community based health education programs like Safe Streets							.	14		14	
Strategy C: Decrease substance abuse and related challenges											8	
1	Develop a comprehensive strategy to prevent overdose deaths and expand access to behavioral health services		.			.	1		.		1	
2	Provide shelter and homes for the homeless	.			.			.	1		1	
NEW	Study existing programs and expand those that are successful	.									0	
NEW	Perform study to strategically target population					5					5	
NEW	Increase substance abuse screening and support							.	1		1	
NEW	Implement foster youth homelessness prevention programs							.			0	

GOAL VIII

Quality of Life: Support recreational and cultural initiatives that improve the lives of residents, workers and visitors

Number	Recommendation	East			West			South			RANK
		CBD	CITY	Votes	CBD	CITY	Votes	CBD	CITY	Votes	
Strategy A: Expand waterfront recreational opportunities											5
1	Expand boating access and programs	.		1	.		2	.			3
2	Establish designated water routes that can be explored by boat		.		.		1		.		1
3	Address the safety of fishing and swimming		.		.			.			0
4	Increase the number of athletic events and programs	.			.			.		1	1
5	Establish an aquatic advisory committee		.		.			.			0
Strategy B: Expand community recreation programs for all ages											15
1	Increase the number of community events, particularly in Middle Branch Park and Carroll Park	.		2	.			.			2
2	Provide new facilities to serve older youth, such as skateboard parks, bicycle pump tracks and off-road trails, and basketball courts	.			.				.		0
3	Expand the Department of Recreation and Parks' Ride Around program to include Middle Branch Park and the Gwynns Falls and Middle Branch Trails	.			.				.		0
4	Provide additional mobile recreation vehicles with regular and predictable schedules		.		.			.			0
5	Provide recreation programs in schools	.		3	.			.		6	9
6	Expand programs and facilities for senior citizens	.			.			.		4	4
Strategy C: Incorporate public art into the community											4
1	Create a public art master plan		.		.		1	.			1
2	Expand art programs in schools and in the community	.			.			.		3	3
Strategy D: Preserve, enhance and share information about historic resources											9
1	Promote historic districts and sites	.		1	.		5	.		1	7
2	Create exhibits and displays celebrating the historic legacy of SBG area residents	.			.			.			0
3	Increase funding for historic restoration and documentation		.		.		2	.			2
4	Partner with community schools to promote historic assets		.		.			.			0
Strategy E: Coordinate cultural, art and historical activities											1
1	Establish a single organization to coordinate cultural programming	.			.			.		1	1

GOAL IX

Infrastructure: Maintain and expand public infrastructure networks by promoting efficiency, resilience and safety

Number	Recommendation	East			West			South			RANK
		CBD	CITY	Votes	CBD	CITY	Votes	CBD	CITY	Votes	
Strategy A: Modernize and improve the reliability of public works infrastructure											16
1	Implement best storm water management practices, including employing "green infrastructure" techniques wherever possible	.			.		1	.			1
2	Expand digital technology to libraries, schools, businesses and households	.		6	.		5	.		3	14
3	Ensure continued modernization of public works Infrastructure		.	1	.			.			1
4	Continually review and update departmental prioritization lists to improve maintenance of roads and utilities		.		.			.			0
Strategy B: Promote the use of clean, reliable, renewable and more resilient energy sources											8
1	Expand the use of renewable energy	.		1	.			.			1
2	Examine the feasibility of retiring the BRESKO facility		.		.		1	.	.	3	4
3	Develop heat and power plants and cogeneration facilities	.			.			.			0
4	Expand energy education for residents		.		.		2	.		1	3

Exhibit 4 - Draft Bylaws

**SOUTH BALTIMORE GATEWAY COMMUNITY IMPACT DISTRICT
MANAGEMENT AUTHORITY BYLAWS** □

Adopted or modified by the Board of Directors

on _____, 201____, and

approved by the Board of Estimates

on _____, 201_____.

ARTICLE I. Name, Location and Powers

Section 1. Name.

The name of this organization is the South Baltimore Gateway Community Impact District Management Authority (the “Authority”), which was organized pursuant to the Baltimore City Code, Article 14, Subtitle 19 (the “Code”). These bylaws are intended to be consistent with the Code and to the greatest extent reasonably possible shall be so interpreted. □

Section 2. Location of Offices.

The principal office of the Authority shall be at such location as the Board may designate within the South Baltimore Gateway Community Impact District (“the District”), whose boundaries are defined in the Code. □

Section 3. Powers

The Authority shall have the powers enumerated in § 19-4 of the Code, subject to the limitations described therein or in § 19-5 of the Code.

The Authority may contract for and purchase goods and services without being subject to Baltimore City requirements regarding wage scales, competitive bidding or other local procurement laws, but nonetheless shall be subject to applicable ordinances regarding City policy on encouraging and achieving goals for minority and women’s business enterprises participation in the contracting activities of the Authority.

The business and affairs of the Authority shall be managed under the direction of its Board of Directors (the “Board”). All powers of the Authority may be exercised by or under authority of the Board. The Board is a public body under the “Open Meetings Act,” Title 10, Subtitle 5 of the State Government Article of Md. Ann. Code.

The Authority shall not discriminate on any basis prohibited by applicable federal, state, or Baltimore City laws or ordinances.

If an organization or association from which Board members are to be drawn (such as the Local Development Council) ceases to exist, the Board shall petition the City Council to

amend the Code to reflect the change.

ARTICLE II. Mission

The mission of the Authority is to:

- (A) Provide the District with supplemental security, maintenance, sanitation, and other public services above and beyond those already provided by City government (the “Enhanced Services”);
- (B) Disperse grants to local community and nonprofit organizations within the District (the “Community Grants”); □
- (C) Undertake transformational community development and economic development projects, designed to improve the quality of life and economic conditions within the District (the “Transformational Projects”); and □
- (D) Provide other services and functions determined by the Board to be in the best interests of the District. □

The Board of Directors may adopt a formal mission statement of its own choosing, provided that the language is not inconsistent with these goals.

ARTICLE III. Board of Directors

Section 1. Number.

The Board shall consist of 21 members, excluding vacancies.

Section 2. Composition of the Board.

(A) Residents

The majority of the members of the Board shall be residents of the District. That is, their primary residence must be located within the District, irrespective of whether it is leased, owned, or otherwise inhabited.

(B) Businesses

At least 4 members of the Board shall be representatives of businesses located within the District. To qualify under this paragraph, a business must own, occupy, or lease real property in the District on which it operates an office, headquarters, manufacturing facility, retail store, or other ongoing operation.

A nonprofit 501(c)(3) or 502(c)(10) organization that meets this criteria qualifies as a “business”. □

A business representative may, but need not, reside in the District. If a person who resides in the District serves on the Board in the role of a business representative,

then for the purpose of allocating Board positions that person does not also constitute a “resident”. □

Section 3. Community Representation.

To the maximum extent practical, the Board shall reflect the full diversity of the District’s neighborhoods, residents, and businesses.

Of the residents serving on the Board: □

- (A) At least 3 shall reside within the West Sector, as identified in the South Baltimore Gateway Master Plan;
- (B) At least 3 shall reside within the East Sector, as identified in the South Baltimore Gateway Master Plan; and
- (C) At least 3 shall reside within the South Sector, as identified in the South Baltimore Gateway Master Plan.

Of the business representatives serving on the Board:

- (A) At least 1 shall represent a business that has its place of business within the West Sector, as identified in the South Baltimore Gateway Master Plan;
- (B) At least 1 shall represent a business that has its place of business within the East Sector, as identified in the South Baltimore Gateway Master Plan; and □
- (C) At least 1 shall represent a business that has its place of business within the South Sector, as identified in the South Baltimore Gateway Master Plan. □

These requirements exclude temporary vacancies.

Section 4. Appointment

(A) State Appointments

- (i) Subject to subparagraph (iii) of this paragraph, 4 members of the Board shall be designated by the Speaker of the Maryland House of □ Delegates. □
- (ii) Subject to subparagraph (iii) of this paragraph, 2 members of the Board shall be designated by the State Senator who represents the legislative district in which the Video Lottery Facility is located. These individuals shall be residents of the District or representatives of businesses located within the District. □
- (iii) Of the 6 members designated under subparagraphs (i) and (ii) of this paragraph: □

- a. At least 2 shall be residents of the 40th Legislative District; and
- b. At least 2 shall be residents of the 46th Legislative District. □

(B) Council President Appointees. □

2 members of the Board shall be appointed by the City Council President. □

(C) Mayoral Appointee. □

1 member of the Board shall be appointed by the Mayor. □

(D) Additional Members. □

(i) The 12 members of the Local Development Council who are not elected officials shall be ex officio members of the Board until at least December 31, 2018.

(ii) At any time on or after January 1, 2019, the Board may elect to replace some or all of the LDC Board Members. If it does so, the 1st Replacement shall be appointed by the Mayor (as an additional Mayoral Appointee) and the rest shall be nominated by the Nominating Committee and appointed by the Board. The Board may vote or otherwise prepare to take such action prior to December 31, 2018, provided that the replacement and appointment are made effective after that date.

Section 5. Terms.

(A) Starting Date.

Board terms begin on January 1st. Any Additional Members appointed by the Board under Section 4 (D)(ii) above shall have their terms begin on the January 1st closest to the date of their appointment. For term purposes, the initial members of the founding Board shall be treated as if they were appointed on January 1, 2017.

(B) Special Terms for Founding Board Members.

The members first appointed to the Board shall serve initial terms, as follows:

- (i) Of the 4 members appointed by the House Speaker, 2 shall be appointed for a term of 1 year, and 2 shall be appointed for a term of 2 years.
- (ii) Of the 2 members appointed by the Senator, 1 shall be appointed for a term of 1 year, and 1 shall be appointed for a term of 2 years.
- (iii) Of the 2 members appointed by the Council President, 1 shall be appointed for a term of 1 year, and 1 shall be appointed for a term of 2 years.

(iv) The member appointed by the Mayor shall be appointed for a term of 2 years.

(v) Terms Generally.

Other than the special provisions for the founding Board described in Article III, Section 5(B), the term of a Board member is 2 years. At the end of a term, a member continues to serve until a successor is appointed. □

(vi) Reappointment.

Board members shall be eligible for reappointment provided that no individual (other than members serving in an ex officio capacity) shall serve as a Board member for more than six consecutive years.

Section 6. Board Vacancies.

A vacancy is created when a Board member or member-elect withdraws, resigns, dies, is removed, or otherwise leaves the Board before the end of his or her term, or declines to accept, or is found to be disqualified from taking, a seat on the Board to which he or she has been appointed or elected. Vacancies shall be filled by the individual or entity vested with appointment power in Article III, Section 4.

Section 7. Compensation.

Any Board member serving as interim Administrator or in any other staff role shall do so as an unpaid volunteer. Board members may only be contracted to provide professional services to the Authority pursuant to a resolution of the Board, including a finding that the services do not violate the requirements of applicable ethics laws. □

Section 8. Removal of a Board Member.

A Board member may be removed with cause by a vote of 11 of the Board members.

A Board member may be removed without cause by a vote 14 of the Board members. Such Board member, and the individual or entity that appointed the Board member, shall be given no less than ten days' notice of the meeting at which his or her removal is to be considered, and shall have the right to appear and speak on his or her behalf. □

The removal of a Board member shall constitute a vacancy under Article III, Section 6.

ARTICLE IV. Officers

Section 1. Officers

The State Senator who represents the legislative district where the Video Lottery Facility is located shall designate 1 of the members appointed under Article III, Section 4 to serve as the Chair of the Board. □

The Board shall select from among its members individuals to serve as Vice Chair, Treasurer and Secretary of the Authority. □

These four Officers shall have the following responsibilities:

- (A) Chair. The Chair shall sign and execute, in the name of the Authority, all instruments related to the Authority's affairs, except in cases in which the signing and execution thereof shall have been expressly delegated to some other officer or agent of the Authority. The Chair shall perform other duties incident to the office of Chair assigned to him or her by the Board.
- (B) Vice Chair. The Vice Chair shall assist the Chair as requested, shall preside at meetings of the Board when the Chair is absent, and shall perform other duties incident to the office of Vice Chair assigned by the Board. If the office of the Chair becomes vacant, the Vice-Chair shall temporarily assume the responsibilities of the Chairs.
- (C) Treasurer. The Treasurer shall have charge of and be responsible for all funds, securities, receipts and disbursements of the Authority, and shall deposit or cause to be deposited, in the name of the Authority, all moneys or other valuable effects in such banks, trust companies or other depositories selected by the Board; shall render to the Chair and to the Board, whenever requested by the Board, an account of the financial condition of the Authority; and, in general, shall perform all the duties incident to the office of a Treasurer and such other duties as are assigned by the Board.
- (D) Secretary. The Secretary shall keep the minutes of the meetings of the Board, shall see that all notices are duly given in accordance with the provisions of these bylaws or as required by law; shall be custodian of the records of the Authority; may witness any document of behalf of the Authority, the execution of which is duly authorized; and, in general, shall perform all duties incident to the office of a Secretary and such other duties as assigned by the Board.

Any or all of the duties of the Secretary or Treasurer may be delegated by the Board to the Executive Director.

Section 2. Term of Office.

An officer's term shall be for one year, beginning January 1st. If an office other than the Chair becomes vacant, the Board may elect a member to serve the remainder of the term.

Section 3. Execution of Documents.

A person who holds more than one office in the Authority may not act in more than one capacity to execute, acknowledge, or verify an instrument required by law to be executed, acknowledged, or verified by more than one officer. □

Section 4. Executive Director.

The Board shall employ as its Administrator an Executive Director to perform the duties and functions delegated to him or her by the Board. In the absence of an Executive Director, the Chair shall serve as the Administrator. The Executive Director may preside at Board meetings when the Chair and Vice Chair are absent. □

Section 5. Executive Committee.

There shall be an Executive Committee composed of the Chair, Vice Chair, Secretary, and Treasurer, and the Executive Director as a non-voting ex officio member.

The Board may delegate to the Executive Committee from time to time the authority to act on the Board's behalf in the implementation of specific Board decisions or policies. In emergent circumstances where Board action is required but a quorum of the Board cannot be convened in time to meet the emergency, the Executive Committee may act on the Board's behalf and in its stead in the absence of a specific delegation of authority.

ARTICLE V. Meetings

Section 1. Regular Meetings.

The Board shall schedule at least ten meetings each calendar year, including a Spring Public Meeting. The initial meeting of the Board in any calendar year may be chaired by the previous year's Chair or the Executive Director. □

Section 2. Spring Public Meeting.□

The Spring Public Meeting shall be held in the District each year before April 30, and shall include the presentation of the proposed Budget for the coming Fiscal Year, as well as any contemplated or recently-adopted changes to the Strategic Plan.

In addition to any other forms of public outreach, notice of the Spring Public Meeting must be published on the Authority website for three consecutive weeks before the hearing.

Members of the general public shall be invited to provide feedback on these items, as well as on the general performance of the Authority. This feedback shall be recorded in the minutes of the meeting.

The Spring Public Meeting must be scheduled to leave enough time for:

- (A) Any Budget modifications deemed appropriate in response to public feedback;
- (B) A Board vote to adopt the proposed Budget; and
- (C) Submission of the proposed Budget to the Board of Estimates by April 30.

Section 3. Special Meetings.

Special meetings of the Board may be called upon reasonable notice by the Chair and shall be called on request of five voting members of the Board. The time and place of such

meetings shall be determined by the Chair, or, in the case of a meeting called by members of the Board, the time and place shall be determined by the Chair and those members calling the meeting. □

Section 4. Quorum and Voting.

A majority of the members of the Board constitute a quorum for the transaction of business. An affirmative vote by majority of a quorum is required for any action by the Board. Each member of the Board shall have one vote. □

Section 5. Notice of Board Meetings.

The Secretary shall ensure that reasonable notice is given to the public and each Board member stating the time and place of each Board meeting.

The Board shall give notice of the Spring Public Meeting by publishing notice of the date, time, and place on the Authority website for three consecutive weeks prior to the date of the public meeting and by any other means of notice that the Board may deem appropriate. The notice for the Spring Public Meeting shall state that the budget for the upcoming fiscal year will be presented.

Section 6. Meetings by Conference Telephone.

Subject to Maryland State law, members of the Board may participate in a meeting by means of a conference telephone or similar communication equipment if all persons participating in the meeting can hear each other at the same time. Participation by a Board member in a meeting by these means shall constitute presence in person at a meeting, except as to voting in elections of quadrant representatives. □

ARTICLE VI. Committees

Section 1. Standing Committees.□

- (A) In addition to the Executive Committee, there shall be at a minimum the following standing committees: Governance, Finance, Nominating, and Program. Membership of each committee shall be determined by the Board, and all committees shall be chaired by a Board member.
- (B) Additional standing and ad hoc Committees may be created at any time.
- (C) Committees may perform the duties and responsibilities delegated to them by the Board. Except as otherwise provided in these bylaws, no Committee may act on behalf of the Board without specific authorization from the Board.
- (D) Committees shall keep minutes of their meetings and make them available to the Board upon request. All committees shall comply with the Open Meetings Act.

Section 2. Governance Committee.

The Governance Committee shall ensure that the Board runs effectively and efficiently by ensuring that all Board members are aware of their respective roles and responsibilities. It shall periodically review and make recommendations with regard to Board operations and policies. □

Section 3. Finance Committee.

The Finance Committee shall recommend and review activities and initiatives related to the financial condition, operations, and status of the Authority to ensure good fiscal health. This committee shall be chaired by the Treasurer. □

Section 4. Nominating Committee

The Nominating Committee shall identify individuals who meet the criteria of Board membership established in these Bylaws and have the potential to contribute meaningfully to the organization.

The Committee shall develop a process for identifying potential Board members that encourages widespread participation by the full diversity of the District's neighborhoods, residents, and businesses. Such a process could include soliciting proposals from community representatives, holding public meetings, offering neighborhoods a chance to vote on their preferred representatives, or other means of community engagement. Irrespective of the form of public outreach, the decision to nominate is ultimately remain the responsibility of the Committee.

The Committee shall nominate proposed Board members to the person or entity responsible for appointing a new member to an available seat. The responsible party will consider the nomination, but need not accept the suggestion.

Section 5. Program Committee.

The Program Committee shall recommend and review the activities of the Authority related to Enhanced Services, Community Grants, Transformational Projects, and any other programs approved by the Board. □ It shall also be responsible for ensuring that the Authority is working within, and achieving the goals of, the Strategic Plan.

ARTICLE VII. Strategic Planning

Section 1. Strategic Plan.

Because the District faces many challenges and has many opportunities, but the Authority has limited resources, the Board shall adopt and operate under a Strategic Plan that will establish strategic priorities for the coming 5-year period.

The first Strategic Plan shall be adopted by June 1, 2017. The Strategic Plan shall then be updated at least once every 5 years, but may be updated more frequently at the Board's discretion. The most current version of the Strategic Plan must be made available to the general public, at no charge, in print and posted electronically on the Authority's website.

Section 2. Strategic Plan Committee.

In order to draft or update the Strategic Plan, the Board shall create an ad hoc Strategic Plan Committee consisting of at least the Chair, the Treasurer, the chair of the Program Committee, and two other Board Members. The Executive Director shall also serve as a non-voting ex officio member of the Strategic Plan Committee. The Strategic Plan Committee reports to the Program Committee.

Section 3. Process.

Based upon input from the Board, the Strategic Plan Committee, and (if desired) public input, the Executive Director shall develop a proposed Strategic Plan. The chair of the Strategic Plan Committee shall then present the proposed Strategic Plan to the full Board for adoption.

The Strategic Plan Committee shall provide the Board with sufficient time to review the Plan prior to the meeting where the Plan will be voted on, and the Board shall have an opportunity to discuss the Plan before taking any vote.

Section 4. Timing.

The first Strategic Plan shall be adopted by June 1, 2017.

Any other new or revised Strategic Plan that will influence spending decisions in the subsequent fiscal year must be adopted prior to December 31st in the current fiscal year. This will provide time for the Plan to be presented at the Spring meeting, and incorporated into the proposed Budget. If for some reason it is impossible to meet the December 31st deadline, the Board may vote to extend the deadline by up to 60 days.

Section 5. Content

At a minimum, the Strategic Plan will lay out: the strategic priorities of the Authority, including:

- (A) Allocation of Funding. The Strategic Plan will specify how Local Impact Grant funds will be divided between the three core program areas of Enhanced Services, Community Grants, and Transformational Projects.
- (B) Enhanced Services. The Strategic Plan will identify the most important Enhanced Services that the Authority should provide in the District, and note any obvious differences of need within the District.
- (C) Community Grants. The Strategic Plan will provide guidance as to any direction that the Community Grants program should take, and whether competitive grants above and beyond minimum dispersals are required.
- (D) Transformational Opportunities. The Strategic Plan will identify the specific topic(s) that the Authority wishes to address, the key opportunities that it wishes to act upon, and the specific projects it intends to accomplish.

ARTICLE VIII. Fiscal Management □

Section 1. Fiscal Year.

The fiscal year of the Authority shall begin on July 1 and shall end on June 30.

Section 2. The Budget.

Each year the Executive Director shall develop a proposed Budget in accordance with § 19-7 of the Code. The Budget shall contain funding for the three core project areas of Enhanced Services, Community Grants, and Transformational Projects.

After the Spring Public Meeting presentation of the draft Budget, and after presenting the draft Budget to the Local Development Committee for comment, and with due consideration for the input received from both, the Board shall finalize and adopt the proposed Budget and submit it to the Board of Estimates for approval prior to April 30.

In the event that the Board of Estimates should reject the proposed Budget, the Board shall promptly submit a revised proposed Budget. Until a final Budget is approved by the Board of Estimates, the Board shall adopt an Interim Budget.

Funds raised by the Authority from sources other than the City (such as grant funds from philanthropic organizations) need not be included in the proposed Budget submitted to the Board of Estimates.

In the first year of the Authority, the proposed Budget may be for less than a full fiscal year, and must be submitted within 90 days of the enactment of the ordinance establishing this Authority, even if that date is after April 30.

Section 3. Annual Audit.

The Board shall, no later than ninety (90) days following the end of the Authority's fiscal year, contract with an independent certified public accountant not affiliated with the Board to prepare an audit of all funds of the Authority. A copy of the audit report shall be furnished to the Board and to the City's Department of Finance and Board of Estimates. It shall also be made available to the general public, and an electronic copy shall be promptly posted on the Authority's website.

Section 4. Baseline City Services Agreement.

The Board shall negotiate and enter into a Memorandum of Understanding or other legal agreement with the City of Baltimore defining the baseline city services that the City will provide within the District.

This agreement must detail the process by which the City will expend that portion of the Local Impact Grant funds that the City collects, but spends on its own rather than transferring to the Authority. Because they are intended to further enhance quality of life in the District, services or improvements provided by the City with those funds shall not be considered baseline services.

Section 5. Fiscal Agent.

The Board shall determine, with the advice of the Executive Director, whether a fiscal agent is required to manage funds on behalf of the Authority. In such an event, the Board shall promptly negotiate and approve a contract with an entity capable and willing to serve in such a role.

ARTICLE IX. Allocation and Distribution of Funds

Section 1. Enhanced Services

Working with the Executive Director, the Program Committee shall determine what package of Enhanced Services the Authority will provide to the District. This package must reflect the priorities of the Strategic Plan and be incorporated into the proposed Budget.

After reviewing the package of Enhanced Services, any neighborhood that wishes to receive an alternative set of services that better fits their local needs may then request a change. The Program Committee may grant that request in whole or in part, provided that the change does not increase the overall cost of providing Enhanced Services.

The Program Committee may delegate some or all of these tasks to staff, with adequate oversight. If no Executive Director has been hired, the Executive Director's work shall be performed by the Administrator.

Section 2. Community Grants

Working with the Executive Director, the Program Committee shall:

- (A) Establish the total amount of Community Grant funding available any given year, for inclusion in the annual Budget.
- (B) Establish a policy to determine how much money is available for distribution to each neighborhood in any given year, recognizing that neighborhoods vary in size, population, and character.
- (C) Identify in any given year whether funds above the minimum distribution amount are available for competitive grants.
- (D) Establish criteria for the appropriate use of funds, designed to allow for a range of community uses while preventing waste, fraud, or abuse.
- (E) Identify organizations or individuals from each neighborhood in the District who are eligible to serve as a potential recipient of grant funds, based upon written criteria that the Director shall establish and make publicly available. Individuals or organizations that feel they have been excluded from this list may petition to be included.
- (F) Create a written application form, and make it available by at a minimum posting it

on the Authority website three months in advance of each due date.

- (G) Establish a grant schedule for each year and publicize this schedule by, at a minimum, posting this information three months in advance of each due date on the Authority website.
- (H) Establish a panel to review applications. This panel may, but need not, be an ad hoc committee of the Board.
- (I) Determine the most fiscally responsible method to make payment to each grantee, given that some applicants may lack bank accounts, may not be incorporated, or may simply lack the systems needed to properly manage funds. These methods could include reimbursement for costs incurred, purchasing of items by the Authority on behalf of the grantee, or direct payment to the grantee itself.
- (J) Develop a process for tracking the use of grant funds, ensuring that funds were spent correctly, removing grantees from the list of eligible applicants for the abuse of funds, and documenting and publicizing the various ways that funds were put to good use.
- (K) Publish a list, at least annually, of grants delivered.

The Program Committee may delegate some or all of these tasks to staff, with adequate oversight. If no Executive Director has been hired, the Executive Director's work shall be performed by the Administrator.

Section 3. Transformational Projects.

Working with the Executive Director, the Program Committee shall develop programs that accomplish the Transformational Projects identified within the current Strategic Plan. The Committee shall establish an annual budget for these programs, and shall incorporate these costs into the proposed Budget, recognizing that projects of this type may require funding over multiple years.

ARTICLE X. Subsidiary and Affiliated Organizations

Section 1. Subsidiary Organizations.

The Board may elect to create and operate subsidiary entities controlled by the Authority, for business purposes such as limiting risk exposure and holding property. Such entities may later be maintained, terminated, or sold in furtherance of the Authority's mission

Section 2. Affiliated Organizations.

The Board may elect to create, or cause to be created, affiliated nonprofit organizations established to further the mission of the Authority. These could include a nonprofit organization designed to apply for grant funds that the Authority itself is ineligible for.

ARTICLE XI. Parliamentary Authority

Meetings of the Board shall, to the extent applicable and not inconsistent with the Bylaws or specific rules of order adopted by the Board, be conducted in accordance with the most recent edition of Robert's Rules of Order Newly Revised. □

ARTICLE XII. Indemnification

Section 1. Board Indemnification.□

The Authority shall fully defend, indemnify, and hold harmless any Board member made a party to any proceeding by reason of some act or omission by him or her in his or her capacity as a Board member unless it is established that an act or omission of the Board member was material to the matter giving rise the proceeding, and

- (A) was committed in bad faith; or
- (B) was the result of active and deliberate dishonesty on the part of the Board member; or
- (C) the Board member actually received an improper personal benefit in money, property, or services; or
- (D) in the case of any criminal proceedings, the Board member had reasonable cause to believe that the act or omission was unlawful.

Section 2. Allowable Recompense.

Indemnification shall be against judgments, penalties, fines, settlements, and reasonable expenses actually incurred by the Board member in connection with the proceeding. Reasonable expenses may be paid or reimbursed by the Authority in advance of the final disposition of the proceeding upon receipt by the Authority of:

- (A) A written affirmation by the Board member of the Board member's good faith belief that the standard of conduct necessary for indemnification by the Authority has been met; and
- (B) A written undertaking by or on behalf of the Board member to repay any amount if it shall ultimately be determined that the standard of conduct has not been met.

ARTICLE XIII. Amendments

These Bylaws may be amended by the Board, provided that all of the following conditions are met:

- (A) Written notice of the exact text of the amendment is sent to all members at least thirty days before the meeting at which the amendment is to be considered;

- (B) The notice contains the date, time and place of the meeting at which the amendment is to be considered;
- (C) The amendment is adopted by a majority plus 1 of the voting Board members present at the meeting; and
- (D) The amendment is approved by the Board of Estimates.

Exhibit 5 - Draft Budget

South Baltimore Community Impact District
DRAFT Proposed 2017 / 2018 Budget
6/6/2016

	FY 2017 Proposed	FY 2018 Projected	Comments
Revenue			
Cash Revenue			
Local Impact Grants	\$ 875,000	\$ 5,675,000	100% of Revenues for foreseeable future
Individual Donations	\$ -	\$ -	None Expected
Board Contributions	\$ -	\$ -	None Expected
Corporate Donations	\$ -	\$ -	None Expected
Foundation Grants	\$ -	\$ -	None Expected
Additional Public Support	\$ -	\$ -	None Expected
Fundraisers and Events	\$ -	\$ -	None Expected
Withdraws from Savings	\$ -	\$ -	None Expected
Interest income	\$ -	\$ -	None Expected
Miscellaneous	\$ -	\$ -	None Expected
Total Cash Revenue	\$ 875,000	\$ 5,675,000	
In-Kind Donations	\$ -	\$ -	None Expected
Total Revenue	\$ 875,000	\$ 5,675,000	
Expenses			
Overhead			
Staff salary and benefits	\$ 117,000	\$ 422,500	See Assumptions Sheet.
Occupancy (rent and utilities)	\$ 5,400	\$ 30,000	See Assumptions Sheet.
Insurance	\$ 2,500	\$ 25,000	Actual cost will depend on whether staff are doing hard labor.
Legal	\$ -	\$ 500	Not likely to have costs in first year.
Fiscal Agent	\$ 26,250	\$ -	See Assumptions Sheet. Expected Year 1, not Year 2.
Annual Audit	\$ 5,000	\$ 5,000	Required Yearly.
Equipment	\$ 100,000	\$ 50,000	Exact purchasing plans will depend on Enhanced Services plan
Supplies	\$ 30,000	\$ 5,000	Exact purchasing plans will depend on Enhanced Services plan
Printing and copying	\$ 250	\$ 250	Any major printing costs will be program costs.
Telecommunications	\$ 2,050	\$ 13,200	See Assumptions Sheet.
Travel and meetings	\$ 500	\$ 500	There will likely be community meetings.
Marketing and advertising	\$ 10,000	\$ -	District Marketing would fall under Enhanced Services.
Staff training/development	\$ -	\$ 250	
Other Contract services	\$ -	\$ -	
Deposits into Savings	\$ -	\$ 11,350	See Assumptions Sheet.
Other	\$ -	\$ -	
Other	\$ 1,050	\$ -	Miscellaneous
Total Overhead Costs	\$ 300,000	\$ 563,550	Year 1: 34.29% of Revs. Year 2: 9.93% of Revs
Program			
Enhanced Services	\$ -	\$ 3,833,588	See Assumptions Sheet.
Community Grants	\$ 300,000	\$ 255,573	See Assumptions Sheet.
Transformational Projects	\$ 275,000	\$ 1,022,290	See Assumptions Sheet.
Total Program Costs	\$ 575,000	\$ 5,111,450	Year 1: 65.71% of Revs. Year 2: 90.07% of Revs
Total Expenses	\$ 875,000	\$ 5,675,000	
Net Revenues	\$ -	\$ -	Excess funds can be spent in 2017 or rolled over to 2018

Budgeting Assumptions
Assumptions Subject to Change by Board

Projected Revenues						
FY2017 Allocated		FY2017 Total LIG	FY2018 LIG	% to CID	FY2017 Budget	FY2018 Budget
\$ 875,000		\$ 11,350,000	\$ 11,350,000	50%	\$ 875,000	\$ 5,675,000
TOTAL					\$ 875,000	\$ 5,675,000

Comments: FY 2017 has already been allocated \$300,000 of the \$11,350,000 in Local Impact Grants. We assumed the Local Impact Grant total would be unchanged in FY 2018, and that 50% of the LIGs would be allocated to the CID.

Staff Costs								
Title	Base Salary	30%		Total FTE Cost	FY2017		FY2018	
		Benefits						
Executive Director	\$ 90,000	\$ 27,000	\$ 117,000	1	\$ 117,000	1	\$ 117,000	
Admin Assistant	\$ 40,000	\$ 12,000	\$ 52,000	-	\$ -	1	\$ 52,000	
CFO	\$ 75,000	\$ 22,500	\$ 97,500	-	\$ -	-	\$ -	
Bookkeeper	\$ 50,000	\$ 15,000	\$ 65,000	-	\$ -	1	\$ 65,000	
Program Manager	\$ 60,000	\$ 18,000	\$ 78,000	-	\$ -	1	\$ 78,000	
Service Manager	\$ 50,000	\$ 15,000	\$ 65,000	-	\$ -	1	\$ 65,000	
Service Staff	\$ 35,000	\$ 10,500	\$ 45,500	-	\$ -	1	\$ 45,500	
Other		\$ -	\$ -	-	\$ -	-	\$ -	
Other		\$ -	\$ -	-	\$ -	-	\$ -	
TOTAL					1	\$ 117,000	6	\$ 422,500

Comments: We assume the Executive Director will be hired in the first year, followed by additional hiring in the second year. It will be up to the ED to determine what the proper FY2018 staff allocation will be, based upon the Strategic Plan. We have included one such scenario for general estimating purposes.

Occupancy Costs						
	Fy2017 Cost	FY2017 Months	FY2018 Cost	FY2018 Months	FY2017 Budget	FY2018 Budget
Rent	\$ 500	9	\$ 2,000	12	\$ 4,500	\$ 24,000
Utilities	\$ 100	9	\$ 500	12	\$ 900	\$ 6,000
TOTAL					\$ 5,400	\$ 30,000

Comments: The Executive Director and Board will need to determine whether and were to lease an office. We assume that in FY2017, the Director will sublease a small office in an existing business within the district, to reduce overhead costs. In FY2018, if hiring increases as expected, then larger space will be needed, along with space for equipment storage. We suggest that overhead costs be minimized as much as possible, and this scenario shows one such scenario for general estimating purposes.

Fiscal Agent Costs						
Fiscal Agent Fee:		3%				
FY2017 Revs		FY2018 Revs	FA Cost 2017	FA Cost 2018	FY2017 Budget	FY2018 Budget
\$ 875,000		\$ 5,675,000	\$ 26,250	\$ 170,250	1 \$ 26,250	0 \$ -
TOTAL					1 \$ 26,250	0 \$ -

Comments: Given the importance fiduciary responsibility to manage and track these funds, we assume that a Fiscal Agent will be needed in at least the first year. As the funding level increases in the second year, it will likely become cheaper to hire a bookkeeper or a CFO to oversee the funds in-house.

Telecommunications Costs						
	FY 2017	FY 2018		FY2017 Budget	FY2018 Budget	
Cell Co-Pay	\$ 1,800	\$ 10,800		\$ 1,800	\$ 10,800	
Office Telecom	\$ 250	\$ 2,400		\$ 250	\$ 2,400	
TOTAL				\$ 2,050	\$ 13,200	

Comments: To reduce overhead costs in the first year, we assume that the primary phone number for the CID will be the cellphone of the Director, which will be partially reimbursed on a monthly basis. Internet and other office telecom needs will be shared with the primary tenant. In the second year, we assume a larger staff and a more formal office environment.

Deposits to Savings						
FY 2017 Budget		% to Savings	FY 2018 Budget	% to Savings	FY2017 Budget	FY2018 Budget
\$ 875,000		\$ -	\$ 5,675,000	\$ 0.002	\$ -	\$ 11,350
TOTAL					\$ -	\$ 11,350

Comments: It is not yet clear whether Local Impact Grants will remain stable over time, or whether they will fluctuate with volatility. It is therefore prudent to keep a small financial reserve in place so that temporary fluctuations in LIG volume will not damage the organization or force it to cut back needed programs. That said, we have only allocated 0.2% of total funding for this purpose in Year 2, in order to maximize the amount going directly to the neighborhood. The Board may elect to save less (or more) as it sees fit.

Program Costs						
		FY 2017	FY 2018		FY2017 Budget	FY2018 Budget
Enhanced Services		Fixed by budget	75%		\$ -	\$ 3,833,588
Community Grants		Fixed by budget	5%		\$ 300,000	\$ 255,573
Transformational Projects		Fixed by budget	20%		\$ 275,000	\$ 1,022,290
TOTAL					\$ 575,000	\$ 5,111,450

Comments: The first year's budget are determined by the FY2017 LDC budget. In future years, the Strategic Plan and/or the Bylaws will need to specify the precise formula for allocating funds between the three major program areas. Here, we have assumed that once overhead costs are paid, the remaining balance will be divided as shown.

Exhibit 6

Draft Executive Director Job Description

JOB ANNOUNCEMENT

Executive Director

South Baltimore Gateway Community Impact District Management Authority

POSITION SUMMARY:

The newly formed South Baltimore Gateway Community Impact District Management Authority (CID) seeks a qualified professional Executive Director to help build and guide the organization as it establishes itself as an important new resource for the neighborhoods of South and Southwest Baltimore.

The Executive Director will be responsible for leading and managing the services, projects and activities of the CID, which include providing Enhanced Services to the District, dispersing Community Grants to neighborhood and civic organizations, and undertaking Transformational Projects that bring positive change.

The ideal candidate will be entrepreneurial, have strong administrative and organizational skills, and excel at working collaboratively with a wide range of stakeholders with varying interests. The applicant must be able to motivate others to achieve common goals, utilize outstanding communication skills and collaborate with a broad and diverse constituency. It is necessary to demonstrate a passion for the mission of CID and the neighborhoods it represents. Experience working with governmental agencies in Baltimore, as well as with nonprofit boards, is a plus.

About the CID

The CID has been tasked with using 50% of the Local Impact Grants generated by Baltimore's Horseshoe Casino to benefit the surrounding communities. Its purpose is to:

- (A) Provide the District with supplemental security, maintenance, sanitation, and other public services above and beyond those already provided by City government (the "Enhanced Services");
- (B) Disperse grants to local community and nonprofit organizations within the District (the "Community Grants");
- (C) Undertake transformational community development and economic development projects, designed to improve the quality of life and economic conditions within the District (the "Transformational Projects"); and
- (D) Provide other services and functions determined by the Board to be in the best interests of the District.

After several years of thoughtful collaboration by residents, businesses, elected officials, and other stakeholders, the State of Maryland passed a law in 2016 modifying the Baltimore City

Charter to allow for the creation of a new Community Impact District funded by Local Impact Grants from Baltimore's casino. Its boundaries are established by that law, and they are largely identical to those found in the South Baltimore Gateway Master Plan adopted by the City of Baltimore in 2015.

A committed Board of Directors representing the many interests of the District has been established, and Committees have been created to advance programs. Bylaws and other governing documents have also been adopted, giving the organization its legal framework and enabling it to move forward.

The CID has a FY 2017 operating budget of just \$300,000. But starting in FY 2018, the Authority will receive a full 50% of Local Impact Grants from the casino, resulting in annual funding of approximately \$10 million. This amount will vary by year.

The CID will adopt a Strategic Plan by June 1, 2017, which will provide more explicit guidance into the targeted ways that these funds can best serve the needs of neighborhoods in the District

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Operational Management

- Manage the day-to-day activities of the CID including:
 - Enhanced Services (the scope of which must be determined)
 - Community Grants (the scope and procedure for which must be determined)
 - Transformational Projects (the nature of which must be determined)
- Develop and manage annual budget to achieve goals and ensure accountability
- Prepare submissions to the Board of Estimates, and hold outreach meetings with residents and businesses from the District
- Hiring and management of Staff
- Establish an initial office, of which there is none
- Establish benchmarks to help hold Board, staff, and contractors accountable
- Ensure that funding is managed in a responsible and professional manner, securing the assistance of a Fiscal Agent if appropriate
- Seek out and secure sponsorship and grant opportunities to augment funding for the CID
- Ensure that the organization meets all legal, financial, and ethical requirements
- Interact and respond to and with public, stakeholders, City agencies, elected officials and community members
- Collaborate with other Baltimore City CBDs/BIDs, elected officials, City agencies, nonprofits and religious institutions servicing the District, and local stakeholders to create new opportunities and implement best practices
- Support existing community, religious, and nonprofit organizations while establishing the CID as a leader in the ongoing work to forge solutions to neighborhood problems and connect communities to resources
- Act as ambassador of the District at public and social venues in Maryland
- Arrange the association's events, meetings and promotions

Board Management

- Engage, motivate and manage an active and committed Board of Directors
- Work in conjunction with the Board to deliver on the goals outlined in the ordinance, Bylaws, and Strategic Plan
- Help the Board to create and manage a sustainable Board Committee structure
- Support and manage the Board Committees

QUALIFICATIONS:

The ideal candidate should have:

- Passion for the mission of CID and the neighborhoods it represents
- 7-10 years' experience in senior management position in a nonprofit or governmental agency, including budget development and financial management
- A strong public presence and public speaking skills
- A proven track record in creating and sustaining strong collaborative working relations with stakeholders, prospects, community members, City agencies, elected officials, board members, and staff
- Experience managing large grants and contracts
- The ability to deliver on the needs of a diverse, broad-based constituency, including the ability to set realistic expectations and managing competing interests
- A collaborative and inclusive leadership style, exercising diplomacy in all situations
- The ability to engage, motivate and manage a large Board with representatives from neighborhoods, private businesses, nonprofit organizations, and government representatives
- A history of having led organizational growth, facilitating higher levels of mission achievement, including strategic planning and management of complex internal operations and external relations
- Experience in developing, evaluating, and improving both internal systems and external projects
- An exceptional organizational ability, including the ability to manage multiple projects, deadlines and committees
- Excellent writing skills
- Proficient computer skills, including word processing, spreadsheets, and social media (including, if possible, accounting software)

COMPENSATION:

Salary for this position starts at \$75,000 and is dependent on experience and qualifications. Healthcare and benefits package is available.

TO APPLY:

Applicants should email a resume and cover letter, with the subject line "Executive Director Position", to [**EMAIL ADDRESS**]. Resumes and cover letters are due by [**DATE**].

