

*BALTIMORE COUNTY COUNCIL
NOTES TO THE AGENDA
LEGISLATIVE SESSION 2014*

*Issued: August 21, 2014
Work Session: August 26, 2014
Legislative Day No. 14 : September 2, 2014*

*The accompanying notes are
compiled from unaudited
information provided by
the Administration and
other sources.*



OFFICE OF THE COUNTY AUDITOR

BALTIMORE COUNTY COUNCIL

September 2, 2014

NOTES TO THE AGENDA

TABLE OF CONTENTS

	PAGE
LEGISLATIVE SESSION	
Witnesses	ii
<u>BILLS – FINAL READING</u>	
Bill 46-14	1
Bill 47-14	3
Bill 48-14	6
Bill 49-14	9
<u>FISCAL MATTERS</u>	
FM-1	12
FM-2	15
FM-3	17
FM-4	20
FM-5	23
<u>MISCELLANEOUS BUSINESS</u>	
MB-2 (Res. # 67-14)	26
MB-3 (Res. # 68-14)	28
MB-4 (Res. # 69-14)	31
MB-11	33
APPENDIX	
Correspondence (1) (a)	38

**BALTIMORE COUNTY COUNCIL AGENDA
LEGISLATIVE SESSION 2014, LEGISLATIVE DAY NO. 14
SEPTEMBER 2, 2014 6:00 P.M.**

**CEB = CURRENT EXPENSE BUDGET
BY REQ. = AT REQUEST OF COUNTY EXECUTIVE**

Page

CALL OF BILLS FOR FINAL READING AND VOTE

KEITH DORSEY, DIRECTOR, OFFICE OF BUDGET AND FINANCE
1 Bill 46-14 - Mrs. Bevins(By Req.) - Employees' Retirement System - Former Employees of the BCPL

JOANNE WILLIAMS, DIRECTOR, DEPARTMENT OF AGING
3 Bill 47-14 - Mrs. Bevins(By Req.) - CEB - Margaret Leister Donation

VINCE GARDINA, DIRECTOR, DEPARTMENT OF ENVIRONMENTAL PROTECTION & SUSTAINABILITY
6 Bill 48-14 - Mrs. Bevins(By Req.) - 2014-2015 Capital Budget - 247-221-P402 Stormwater Sustainability
9 Bill 49-14 - Mrs. Bevins(By Req.) - 2014-2015 Capital Budget - 247-221-P200 Environmental Management

APPROVAL OF FISCAL MATTERS/CONTRACTS

JAMES JOHNSON, CHIEF, POLICE DEPARTMENT
12 1. Contract - Hunt Valley Partners, LLC - accommodations, facility rental, food/beverage - Hostage Negotiation Team Seminar - BCPD

KEITH DORSEY, DIRECTOR, OFFICE OF BUDGET AND FINANCE
15 2. Contract - Solomon's Exterminating, Inc. - On-call pest control services - OBF

VINCE GARDINA, DIRECTOR, DEPARTMENT OF ENVIRONMENTAL PROTECTION & SUSTAINABILITY
17 3. Contracts - (3) - Support - Chesapeake Bay Phase II Watershed Implementation Plan - DEPS

ED ADAMS, DIRECTOR, DEPARTMENT OF PUBLIC WORKS
20 4. Contract - Louis Berger Water Services, Inc. - On-call services - Sewer Consent Decree - Public Works
23 5. Contracts - (2) - Repairs and Rehabilitation - Sanitary Sewer System components - Public Works

MISCELLANEOUS BUSINESS

COUNCIL
38 1. Correspondence - (a)(1) - Non Competitive Awards (July 17, 2014)
26 2. Res. 67-14 - Mr. Olszewski - Review of PUD - Brewery Station - 7101 Sollers Point Road

ANDREA VAN ARSDALE, DIRECTOR, DEPARTMENT OF PLANNING
28 3. Res. 68-14 - Mrs. Bevins(By Req.) - Endorsement of Application - MD Community Investment Tax Credit Program - Abilities Network, Inc.

AMY GROSSI, REAL ESTATE COMPLIANCE
31 4. Res. 69-14 - Mrs. Bevins(By Req.) - Accept a donation - (4) parcels of land - Maryland Environmental Trust

COUNCIL
5. Res. 70-14 - Mr. Oliver - Property Tax Exemption - DAV - Willie L. Cobb, Jr.
6. Res. 71-14 - Mr. Huff - Property Tax Exemption - DAV - William C. Neutze
7. Res. 72-14 - Mr. Huff - Property Tax Exemption - BLIND - Bruce J. Wong
8. Res. 73-14 - Mr. Oliver - Property Tax Exemption - Surviving Spouse - DAV - Barbara A. Brown
9. Res. 74-14 - Mr. Quirk - Property Tax Exemption - DAV - Acie C. Lyons, Sr.
10. Res. 75-14 - Mr. Marks - Property Tax Exemption - Surviving Spouse - DAV - Eileen Privett

MIKE FIELD, COUNTY ATTORNEY, OFFICE OF LAW
33 11. Reimbursement for Defense - Mrs. Bevins (By Req.) - Office of Law

Bill 46-14

Council District All

Mrs. Bevins (By Req.)

Office of Budget and Finance

**Employees' Retirement System –
Former Employees of the Baltimore County Public Library**

Bill 46-14 allows certain former employees of the Baltimore County Public Library (BCPL) to join the Baltimore County Employees' Retirement System. The bill affects former BCPL employees who were members of the state retirement system and accepted offers of employment with the County as a result of actions implemented by the adoption of the FY 2015 Operating Budget (Bill 23-14).

The FY 2015 Operating Budget included the transfer of \$1.6 million to the Office of Information Technology (OIT). The transfer to OIT was the result of a business process analysis performed over BCPL's information technology function, which identified several areas in which BCPL and OIT were duplicating efforts, resources, and contracts. Consolidation of IT personnel was intended to provide additional capacity so OIT could reduce a backlog of BCPL IT projects and allow BCPL to deliver improved services at lower costs.

Bill 46-14 affects approximately five people. Within 180 days after September 15, 2014, these employees may transfer all of their service credit to the County system.

An employee who joins the County system is deemed to have joined the system on the date the employee joined the state retirement system. All five employees will contribute as members who joined the retirement system before July 1, 2007.

The employees will be eligible to retire with 30 years of service or at age 65 with 5 years of service at 1/55th of the member's average final compensation for each year of creditable service, will be eligible for retiree COLAs with 20 years of creditable service, and will be eligible for the DROP program.

The Administration estimates the fiscal impact of Bill 46-14 to be approximately \$30,000 annually.

With the affirmative vote of five members of the County Council and signature by the County Executive, Bill 46-14 will take effect on September 15, 2014.

Bill 47-14 (Supplemental Appropriation)

Council District All

Mrs. Bevins (By Req.)

Department of Aging

Margaret Leister Donation

The Administration is requesting a supplemental appropriation of private funds totaling \$163,866 from the Estate of Margaret Leister to the Seniors in Need Gifts and Grants Fund program. The funds will be used to assist County seniors and residents with disabilities so that they can maintain their independence and remain in the community. See Exhibit A.

Fiscal Summary

<u>Funding Source</u>	<u>Supplemental Appropriation</u>	<u>Current Appropriation</u>	<u>Total Appropriation</u>
County	--	--	--
State	--	--	--
Federal	--	--	--
Other	\$ 163,866 ⁽¹⁾	\$ 300,000	\$ 463,866
Total	<u>\$ 163,866</u>	<u>\$ 300,000</u>	<u>\$ 463,866</u>

⁽¹⁾ Cash donation from the Estate of Margaret Leister.

Analysis

The Seniors in Need program provides eligible seniors with assistance to allow them to maintain their independence and remain in the community. Program funds are used for eviction prevention, gas and electric assistance, medications, transportation assistance, minor home repairs, food, and other critical services. According to her attorney, the late Margaret Leister requested that a portion of her estate be used to benefit people with disabilities.

The Department advised that the majority of the proposed supplemental appropriation (\$100,000) will be used for the Seniors in Need program to provide grants to low-income individuals for the purchase of medical supplies, equipment, and home modifications (e.g., grab bars, railings, and ramps). The funds will also be used to upgrade the CountyRide computer system, to provide for various marketing and consumer education materials, and to produce an updated version of the *Resource Guide for Individuals with Disabilities*. See Exhibit A.

With the affirmative vote of five members of the County Council, Bill 47-14 will take effect September 15, 2014.

Executive Summary

Supplemental Appropriation Margaret Leister Donation

Baltimore County Department of Aging client, Margaret Leister, passed away and designated the Baltimore County Department of Aging as beneficiary on two of her accounts at SunTrust Bank. Ms. Leister expressed a desire to see a portion of her estate go to benefit persons with transportation needs and persons with disabilities. The accounts total \$163,865.79.

In honor of Ms. Leister, we plan to use a portion of the funds for:

Digest Article/Plaque – *An article about Ms. Leister will be featured in our Senior Digest along with a plaque in her honor*

Seniors In Need – *This program provides emergency funds to Baltimore County residents 60 years of age and older who meet eligibility criteria (income and assets). Case managers assess the needs of clients and apply for funds eviction prevention and assistance, gas and electric disconnection, transportation, minor home repairs, food necessities and other critical services which will assist in keeping the individual in the community.*

Commission on Disabilities – *Funds will be donated to print an annual Resource Directory*

CountyRide Computer System Upgrade – *The Department of Aging is currently working with the Office of Information and Technology to research the purchase of an improved computerized system that will handle multiple CountyRide functions such as routing, scheduling, automated fare collection, trip auditing and reporting.*

The following is a breakdown of how the funds will be allocated:

Digest Article/Plaque – \$100.00

Seniors In Need – \$100,000.00

Commission on Disabilities – \$12,500.00

CountyRide Computer System Upgrade - \$25,000

Miscellaneous Marketing and Consumer Educational Materials – \$26,265.79

Prepared by: Department of Aging

Bill 48-14 (Supplemental Appropriation)

Council District(s) 7

Mrs. Bevins (By Req.)

Department of Environmental Protection and Sustainability

Stormwater Sustainability

The Administration is requesting a supplemental appropriation of federal funds totaling \$15,000 to the Stormwater-Sustainability Capital Project. The funds will be used for a tree-planting project along Delvale Avenue in Dundalk, in front of Norwood Elementary and Holabird Middle schools. See Exhibit A.

Fiscal Summary

Funding Source	Supplemental Appropriation	Current Appropriation	Total Appropriation
County ⁽¹⁾	--	\$ 666,700	\$ 666,700
State	--	--	--
Federal ⁽²⁾	\$ 15,000	--	15,000
Other	--	--	--
Total	<u>\$ 15,000</u>	<u>\$ 666,700</u>	<u>\$ 681,700</u>

⁽¹⁾ Capital Projects Fund (Stormwater Remediation Fees).

⁽²⁾ U.S. Environmental Protection Agency (EPA) – Chesapeake Bay Program funds passed through the Maryland Department of Natural Resources (DNR) and through the Chesapeake Bay Trust. No County matching funds are required; however, the County will provide in-kind services valued at \$882 for project management.

Analysis

The proposed grant funds will be used for a tree-planting project along a 1,150-foot stretch of Delvale Avenue in Dundalk, in front of Norwood Elementary and Holabird Middle schools. The Department will partner with the Dundalk Renaissance Corporation (DRC) to complete this

project. Specifically, grant funds will be used for the planting of 26 two-inch-caliper landscape-grade trees, supplies, and one year of maintenance. In addition, the funds will be used for an informational/educational sign about the project, as well as DRC's costs for the design and installation of the sign.

The Department advised that the original grant request was \$31,083, plus an additional \$7,080 County in-kind match, for a total of \$38,163 for the planting and maintenance of 67 trees along a 2,300-foot stretch of Delvale Avenue. Since the County did not receive the full grant amount requested, the Department advised that in order to complete the project, the County will provide \$21,281 in stormwater remediation fees to fund the planting and maintenance of the other 41 trees, as well as for a second year of maintenance for all 67 trees planted. The project is anticipated to begin and be completed this fall.

The Department advised that the 67 trees will be credited towards the County's Chesapeake Bay Watershed Implementation Program requirement of planting 150 acres of trees per year until 2025. In addition, the proposed project will help the County reach its tree canopy goal of achieving and maintaining a level of 40% tree coverage in urban areas. Dundalk currently has a tree canopy of 21%.

The grant period is FY 2015. There is no matching requirement for the grant funds; however, the County will provide in-kind services valued at \$882 for project management.

With the affirmative vote of five members of the County Council, Bill 48-14 will take effect September 15, 2014.

Executive Summary

The Department of Environmental Protection and Sustainability (EPS) proposes a tree planting project in the amount of \$15,000 in order to plant 26 2" caliper landscape-grade trees along a 1,150 foot stretch of Delvale Ave. in Dundalk, in front of Norwood Elementary and Holabird Middle Schools. EPS will partner with the Dundalk Renaissance Corporation (DRC) to complete this project. EPS will use the \$15,000 from the Chesapeake Bay Trust's Green Streets-Green Jobs-Green Towns Grant funds to cover tree planting and supplies and 1 year of maintenance. These grant funds will also be used to pay for 1 informational sign and DRC time spent on designing and installing the sign. The project will be credited exclusively towards the County's Chesapeake Bay Watershed Implementation Plan. EPS has already worked with BCPS and DPW to ensure the proposed trees do not interfere with existing use of the sites.

EPS will provide \$21,281 under the Chesapeake Bay Watershed Implementation Plan (Stormwater Remediation Fee) to fund planting and maintenance of an additional 41 trees along Delvale Ave as well as a second year of maintenance for all 67 trees planted. EPS will also fund \$882 of in-kind work for project management.

Prepared by: Department of Environmental
Protection and Sustainability

Bill 49-14 (Supplemental Appropriation)

Council District(s) All

Mrs. Bevins (By Req.)

Department of Environmental Protection and Sustainability

Environmental Management

The Administration is requesting a supplemental appropriation of federal funds totaling \$25,000 to the Environmental Management Capital Project. The funds will be used for forest assessment services in support of a watershed-based Benefits District pilot project for the Prettyboy Watershed to promote improvement of the drinking water supply. See Exhibit A.

Fiscal Summary

Funding Source	Supplemental Appropriation	Current Appropriation	Total Appropriation
County	--	\$ 7,940,535	\$ 7,940,535
State	--	680,321	680,321
Federal ⁽¹⁾	\$ 25,000	--	25,000
Other	--	400,000	400,000
Total	<u>\$ 25,000</u>	<u>\$ 9,020,856</u>	<u>\$ 9,045,856</u>

⁽¹⁾ U.S. Department of Agriculture Forest Service – Forest Stewardship Program funds passed through the Maryland Department of Natural Resources (DNR). No County matching funds are required; however, the County will provide in-kind services valued at less than \$1,500 to administer the grant.

Analysis

The grant funds will be used for forest assessment services in support of a proposed watershed-based Benefits District pilot project for the Prettyboy Watershed. The Benefits District is proposed as a mechanism to foster cooperative stewardship among landowners that provides sustained benefits in support of a healthy watershed.

The Department advised that the proposed \$25,000 grant will enable its existing on-call licensed professional forestry contractor, Mar-Len Environmental, Inc., to provide data collection and forest plan preparation for one forest health assessment (a landscape-scale plan) of the Benefits District and seven individual forest stewardship plans for forest landowners within the Prettyboy Watershed. The Department further advised that forest stewardship plans are required in order for landowners to participate in certain State and Federal cost-share programs for forestry practices that sustain healthy forest functions.

Mar-Len Environmental, Inc. will work with County, State, and Federal partners to modify the content and approach from a previous grant-funded project for forestry assistance to landowners in northern Baltimore County (Bill 70-12 approved by the Council on December 3, 2012 for \$25,000), which was based on a multi-owner forest patch and eight individual forest stewardship plans just south of the Prettyboy Watershed, to a larger watershed-scale project for the proposed Prettyboy Benefits District.

The grant period is FY 2015. No County matching funds are required for the grant. The County will provide in-kind services through the administration of the grant. The Department expects the value of the in-kind services to be less than \$1,500.

With the affirmative vote of five members of the County Council, Bill 49-14 will take effect September 15, 2014.

Executive Summary

The Maryland Department of Natural Resources –Forest Service (MD DNR) is awarding the Baltimore County Department of Environmental Protection and Sustainability (EPS) \$25,000 for forest assessment services in support of a watershed-based Benefits District pilot project. This project follows a previous grant of \$25,000 from MD DNR to EPS for other forestry assistance to landowners. The Benefits District is proposed as a mechanism for cooperative stewardship among landowners that provides sustained benefits in support of a healthy watershed. EPS will continue to provide forestry services using its existing on-call contract (Mar-Len Environmental). The contractor will work with the partnership established in the federal grant that funds the project and will provide data collection and forest plan preparation for one landscape-scale plan and seven individual forest stewardship plans. The landscape-scale plan will be a Forest Health Assessment for the proposed pilot watershed-based Benefits District for the Prettyboy as an important water supply watershed.

The contractor will work with project partners to modify the Forest Health Assessment content and approach from the previous grant-funded project, which was based on multi-owner forest patches, to a larger watershed scale for the proposed Prettyboy Benefits District. The contractor will provide technical assistance in developing the watershed-based Benefits District by helping landowners understand their forest conditions and stewardship plans. The seven individual landowner Forest Stewardship Plans within the Prettyboy Watershed will meet MD DNR Forest Service specifications for stewardship plans (MFS Operations Order 2012-307), allowing plans to qualify for American Tree Farm, Natural Resources Conservation Service (NRCS) cost-share, and federal reporting.

Map products and parcel shapefiles will be provided by grant partners including EPS. MD DNR will provide the landscape plan framework, plan-writer report forms, related databases for individual forest stewardship plans, and supplies needed for meetings with landowners.

FM-1 (Contract)

Council District(s) All

Police Department

Hostage Negotiation Team Seminar

The Administration is requesting approval of a contract with Hunt Valley Hotel Partners, LLC d/b/a Hunt Valley Inn to provide meeting space, food and beverages, and lodging for the annual Police Hostage Negotiation Seminar. The contract commences upon Council approval, continues for 1 year, and may be renewed for two additional 1-year periods. The maximum liability to the County is \$109,080 for the initial 1-year term and an estimated \$327,240 for the entire 3-year term, including the renewal periods. The Baltimore County Police Foundation will fund all costs associated with the seminar, including any liquidated damages charged to the County.

Fiscal Summary

Funding Source	Initial Term	Total Compensation	Notes
County	--	--	⁽¹⁾ Police Foundation Grant. ⁽²⁾ Maximum liability for the initial 1-year term. ⁽³⁾ Estimated maximum liability, including the two 1-year renewal periods, assuming the same annual cost in each renewal period.
State	--	--	
Federal	--	--	
Other ⁽¹⁾	\$ 109,080	\$ 327,240	
Total	\$ 109,080 ⁽²⁾	\$ 327,240 ⁽³⁾	

Analysis

The Baltimore County Police Foundation and the Baltimore Office of the Federal Bureau of Investigation have sponsored an annual Hostage Negotiation Seminar for over 25 years. The upcoming seminar is scheduled for February 2015. The County will pay the costs related to the 2-day seminar, and the Foundation, which will collect a \$195 registration fee from each participant, will subsequently reimburse the County for the actual costs incurred. Estimated attendance for the seminar totals 850 participants. The Department advised that it expects approximately 50 employees to attend the seminar. The Department further advised that these

employees will pay the registration fee at their own expense; therefore, there is no cost to the County.

The contract commences upon Council approval, continues for 1 year, and may be renewed for two additional 1-year periods. Pricing for future event dates will be negotiated in each renewal term. The \$195 registration fee includes two lunches and two continental breakfasts. Lodging is not included in the registration fee and must be arranged by the attendee directly with the hotel. The County will receive a credit of one complimentary room night (e.g., for use by seminar speakers) for every 50 room nights utilized for the seminar.

The contract provides that liquidated damages and other costs will be incurred if certain stipulated commitments are not met as follows:

Guest Room Commitment

The hotel will provide guest rooms for attendees at the rate of \$120 per night. The County has guaranteed that 605 room nights will be utilized by attendees during the seminar. In the event that at least 80% of the room nights (i.e., 484 room nights) are not utilized, the County will be responsible for the balance (i.e., the difference between 484 room nights and actual room nights utilized) at the \$120 per night rate, or \$58,080, as liquidated damages.

Food and Beverage Commitment

The hotel will provide food and/or beverages at certain seminar functions (e.g., lunches, breaks, evening reception). The contract guarantees that food and beverage revenue will total at least \$50,000. In addition, the contract states that the County will guarantee the number of attendees at each function at least 72 business hours before the function. The County will pay the full price per guest for the total guaranteed number at each function even if the actual number is lower than the guarantee. In addition, if the food and beverage revenue for the seminar does not total at least \$50,000, the County will pay 100% of any shortfall. All food and beverage is also subject to a 21% service charge.

In connection with the guest room and food and beverage commitments, the hotel will provide the meeting space at an annual discounted rate of \$1,000, a savings of \$24,000.

The maximum amount of liquidated damages for which the County would be liable totals \$109,080 as follows:

605 Room Nights x 80% = 484 Room Nights x \$120 per night =	\$ 58,080
Food and Beverage Revenue	50,000
Meeting Space Fee	1,000
Maximum Liability to the County	<u>\$109,080</u>

The Department advised that it has always met the guest room and food and beverage commitments for past seminars and does not expect to have any difficulty meeting the commitments in 2015.

In the event that the County cancels the seminar for a reason other than a circumstance beyond the control of either party, the County must provide written notice to the hotel accompanied by payment as follows:

Up to 90 days prior to the seminar: 60% of the Maximum Liability

Less than 90 days prior to the seminar: 80% of the Maximum Liability

On June 1, 2009, the Council approved a 5-year contract with an estimated maximum liability of \$641,980 with Hunt Valley Inn for the same services. Expenditures under this contract totaled \$355,989.

The contract was awarded on a sole-source basis. The Department advised that the Hunt Valley Inn is the only hotel in Baltimore County that is able to accommodate the 850 expected participants.

County Charter, Section 902(f), states that when competitive "bidding is not appropriate, a contract shall be awarded only by competitive negotiations, unless such negotiations are not feasible. When neither competitive bidding nor competitive negotiations are feasible, contracts may be awarded by noncompetitive negotiations."

County Charter, Section 715, requires that "any contract must be approved by the County Council before it is executed if the contract is...for services for a term in excess of two years or involving the expenditure of more than \$25,000 per year...."

FM-2 (Contract)

Council District(s) All

Office of Budget and Finance

On-Call Pest Control Services

The Administration is requesting approval of a contract with Solomon's Exterminating, Inc. to provide pest control services at County owned and/or operated buildings. The contract commences upon Council approval, continues for 1 year, and will automatically renew for four additional 1-year periods. Compensation may not exceed \$28,980 for the initial 1-year term and may not exceed \$160,133 for the entire 5-year term, including the renewal periods.

Fiscal Summary

Funding Source	Initial Term	Maximum Compensation	Notes
County ⁽¹⁾	\$ 28,980	\$ 160,133	⁽¹⁾ General Fund Operating Budget.
State	--	--	⁽²⁾ Maximum compensation for the initial 1-year term.
Federal	--	--	⁽³⁾ Maximum compensation for the entire 5-year term, including the renewal periods.
Other	--	--	
Total	<u>\$ 28,980</u> ⁽²⁾	<u>\$ 160,133</u> ⁽³⁾	

Analysis

The contractor will provide integrated pest management services for the control of insects, rodents, and other pests on a regularly scheduled basis for specified County owned and/or operated buildings and on an on-call basis for those buildings not routinely serviced. The contractor will furnish all labor, materials, supervision, equipment, tools, supplies, services, and all incidentals necessary to perform the work in the buildings and exterior perimeters. Regularly scheduled services for 45 building sites will be billed at monthly rates ranging from \$20 to \$200, depending on the facility and the number of monthly services (once or twice per month). Hourly rates will be billed at \$30 or \$45 for a pest control technician, depending on time status (regular or overtime), and \$120 for a certified entomologist, if needed. Materials costs include a 10%

markup. The County may add or delete buildings included in the routine service schedule and shall receive quotes from the contractor for any new buildings to be serviced.

The contract commences upon Council approval, continues for 1 year, and will automatically renew for four additional 1-year periods unless the County provides notice of non-renewal. Compensation may not exceed \$28,980 during the initial 1-year term and may not exceed \$160,133 over the entire 5-year term, including the renewal periods.

Prior to the commencement of each renewal period, the County may entertain a request for an escalation in unit prices in accordance with the Consumer Price Index – All Urban Consumers – United States Average – All Items (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics at the time of the request, or up to a maximum 5% increase on the current pricing, whichever is lower. The County may terminate the agreement by providing 30 days prior written notice.

The contract was awarded through a competitive procurement process based on the lowest responsive bid from four bids received.

On March 4, 2013, the Council approved a similar 5-year and 4-month contract not to exceed \$187,595 with Reed's Termite & Pest Control. The Office advised that, upon Reed's request, the County will terminate Reed's contract for convenience upon Council approval of the proposed contract. The Office advised that as of August 13, 2014, the County has expended/encumbered \$31,407 under the current contract.

County Charter, Section 715, requires that "any contract must be approved by the County Council before it is executed if the contract is...for services for a term in excess of two years or involving the expenditure of more than \$25,000 per year...."

FM-3 (3 Contracts)

Council District(s) All

Department of Environmental Protection and Sustainability

Chesapeake Bay Phase II Watershed Implementation Plan

The Administration is requesting approval of three contracts to provide site preparation, tree planting, monitoring, and maintenance for rural reforestation projects in support of the County’s Chesapeake Bay Phase II Watershed Implementation Plan. The three contractors are Environmental Quality Resources, LLC; Patriot Land & Wildlife Management Services, Inc.; and Wright Environmental & Land Services, LLC. The contracts commence upon Council approval, continue for three years, and will automatically renew for two additional 1-year periods and then for one additional 3-year period for maintenance only, if required. The County may extend the agreements at the end of the initial term or any renewal term for an additional 90 days. The contracts do not specify a maximum compensation for the initial 3-year term. Compensation for all contractors combined may not exceed \$1,250,000 over the entire 8-year and 3-month term, including the renewal and extension periods.

Fiscal Summary

Funding Source	Combined Maximum Compensation	Notes
County ⁽¹⁾	\$ 1,250,000	⁽¹⁾ Capital Projects Fund (Stormwater Remediation Fees). ⁽²⁾ Maximum compensation for all contractors combined for the entire 8-year and 3-month term, including the renewal and extension periods. The contracts do not specify a maximum compensation for the initial 3-year term.
State	--	
Federal	--	
Other	--	
Total	\$ 1,250,000 ⁽²⁾	

Analysis

The contractors will provide on-call rural reforestation services associated with the County's Chesapeake Bay Phase II Watershed Implementation Plan. Services include site preparation (including weed and vegetation management), tree planting (furnishing and installing trees and tree protection barriers), and site and tree maintenance (guarantee of 90% survival rate after three growing seasons). The contractors will serve as primary contractors, with the assignment of work at the County's sole discretion. Hourly rates range from \$28 to \$56, depending on the contractor and skill level (i.e., supervisor, skilled or unskilled (non-chemical), and certified (chemical)) for the site preparation, planting, or maintenance required. Markup costs for plants, trees, planting materials (e.g., stakes, deer protective coverings), and herbicides range from 10% to 55%, depending on the contractor. Equipment costs range from \$40 to \$190 per hour and from \$350 to \$800 per day, depending on the contractor and the type of equipment (e.g., tractor, water truck, mower, etc.)

The contracts commence upon Council approval, continue for three years, and will automatically renew for two additional 1-year periods and then for one additional 3-year period for maintenance only, if required, unless the County provides notice of non-renewal. The County may extend the agreements at the end of the initial term or any renewal term for an additional 90 days on the same terms and conditions. The contracts do not specify a maximum compensation for the initial 3-year term. Compensation for all contractors combined may not exceed \$1,250,000 over the entire 8-year and 3-month term, including the renewal and extension periods.

Prior to the commencement of the subsequent renewal terms, the County may entertain a request for an escalation in unit prices in accordance with the Consumer Price Index – All Urban Consumers – United States Average – All Items (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics at the time of the request, or up to a maximum 5% increase on the current pricing, whichever is lower. The County may terminate the agreements by providing 30 days prior written notice.

The contracts were awarded through a competitive procurement process. The Department advised that its intention was to award multiple contracts for these services, and that the selected contractors were the only 3 responsive bidders.

On April 21, 2014, the Council approved a 5-year and 3-month contract not to exceed \$750,000 with Mar-Len Environmental, Inc. to provide on-call forest management services, including reforestation plantings. The Department advised that the contractor has provided services for

three reforestation planting projects with total expenditures and encumbrances of \$136,900 as of July 18, 2014. The Department also advised that it plans to continue to utilize Mar-Len Environmental, Inc., along with the 3 proposed contractors, for reforestation planting services.

County Charter, Section 715, requires that “any contract must be approved by the County Council before it is executed if the contract is...for services for a term in excess of two years or involving the expenditure of more than \$25,000 per year....”

FM-4 (Contract)

Council District(s) All

Department of Public Works

On-Call Services – Sewer Consent Decree

The Administration is requesting approval of a contract with Louis Berger Water Services, Inc. (formerly EA Engineering, Science, and Technology, Inc.) to provide on-call program management services for the County’s sanitary sewer consent decree compliance process. The contract commences upon Council approval, continues for 2 years, and will automatically renew for four additional 1-year periods. The contract does not specify a maximum compensation for the initial 2-year term. Compensation may not exceed \$15 million over the entire 6-year term, including the renewal periods.

Fiscal Summary

Funding Source	Maximum Compensation	Notes
County ⁽¹⁾	\$ 15,000,000	⁽¹⁾ Capital Projects Fund (Metropolitan District). ⁽²⁾ Maximum compensation for the entire 6-year term, including the renewal periods. The contract does not specify a maximum compensation for the initial 2-year term.
State	--	
Federal	--	
Other	--	
Total	\$ 15,000,000 ⁽²⁾	

Analysis

On September 20, 2005, the County entered into a consent decree with the U.S. Department of Justice, the U.S. Environmental Protection Agency (EPA), and the Maryland Department of the Environment (MDE) to address the problem of sanitary sewer overflows and the improvements needed in the County’s wastewater collection system. Compliance with the consent decree was to involve approximately 14.5 years of work by the County, with most of the studies and planning documents to be completed within the first 8 years and the remaining years to be focused on completing and monitoring sewer-related construction projects.

The contractor will be responsible for managing the County’s process of complying with certain consent decree requirements. Services to be provided include: maintaining the program master schedule; providing program oversight; conducting monthly status meetings with the Bureau of Utilities and the Bureau of Engineering and Construction; conducting coordination meetings with Baltimore City; compiling information and preparing reports and correspondence for the EPA and MDE; and assisting with various tasks such as information management and GIS, public information dissemination through presentations, and overall scheduling and budgeting for design and construction projects.

The contract commences upon Council approval, continues for 2 years, and will automatically renew for four additional 1-year periods unless the County provides notice of non-renewal. The contract does not specify a maximum compensation for the initial 2-year term. Compensation may not exceed \$15 million over the entire 6-year term, including the renewal periods. The County may terminate the agreement by providing 30 days prior written notice.

Services will be performed at the engineer’s cost plus profit. Profit is limited to 10% of the combined total of direct labor costs plus overhead and payroll burden. Hourly rates and percentages for overhead, payroll burden, and profit must be within established County limits.

The contract stipulates that the contractor understands and agrees that time is of the essence with regard to the EPA consent decree work and that the contractor is liable for actual damages, as well as any and all other damages, costs, and expenses that the County incurs in the event the contractor fails to meet reporting deadlines. The contractor’s liability would be assessed according to the following schedule:

<u>Days Late</u>	<u>Cost Per Day</u>
1-30	\$1,000
31-60	\$2,500
61+	\$6,000

On December 12, 2013, the Professional Services Selection Committee (PSSC) selected the contractor based on qualifications from two submittals received.

On April 7, 2008, the Council approved an 8-year contract with EA Engineering, Science, and Technology, Inc. (now known as Louis Berger Water Services, Inc.) not to exceed \$2,063,415 for similar services. Subsequently, the Council approved three addendums to the contract on May 27, 2010, July 5, 2011, and July 2, 2012, increasing the maximum compensation of the contract by \$2,363,180, \$2,405,685, and \$6,492,292, respectively, to \$13,324,572 over the 8-

year term. The Department advised that as of August 11, 2014, expenditures/encumbrances under this contract totaled \$13,324,571. The Department advised that the contractor has not incurred any penalties for failure to meet any reporting deadlines.

Louis Berger Water Services, Inc. also currently performs construction inspection services along with two other contractors under a 5-year contract approved by the Council on May 7, 2012. Compensation for the three contractors combined may not exceed \$3,917,250 in any contract year. The Louis Berger contract further restricts its compensation to \$3,589,750 per year. The Department advised that as of August 13, 2014, expenditures/encumbrances under this contract totaled \$399,999.

County Charter, Section 715, requires that “any contract must be approved by the County Council before it is executed if the contract is...for services for a term in excess of two years or involving the expenditure of more than \$25,000 per year....”

FM-5 (2 Contracts)

Council District(s) All

Department of Public Works

Repairs and Rehabilitation – Sanitary Sewer System Components

The Administration is requesting approval of two contracts, one with Spiniello Companies and the second with Anchor Construction Corporation, to provide sewer repair and rehabilitation services throughout the County. The contracts supplement work being done by County employees and are necessary to ensure the County’s compliance with the 2005 consent decree to eliminate sanitary sewer overflows. The contracts commence upon Council approval, continue for two years, and will automatically renew for three additional 1-year periods with the option to further extend the initial term or any renewal term an additional 120 days. The contracts provide that compensation for both contractors combined may not exceed the amount appropriated for these services during the entire contract term. Estimated compensation for both contractors combined totals \$4.5 million for FY 2015. Estimated compensation for both contractors combined totals \$40 million for the entire 5-year and 4-month term, including the renewal and extension periods.

Fiscal Summary

Funding Source	FY 2015	Combined Total Compensation
County ⁽¹⁾	\$ 4,500,000	\$ 40,000,000
State	--	--
Federal	--	--
Other	--	--
Total	\$ 4,500,000 ⁽²⁾	\$ 40,000,000 ⁽³⁾

⁽¹⁾ Metropolitan District Operating Budget.

⁽²⁾ Estimated compensation for both contractors combined for FY 2015.

⁽³⁾ Estimated compensation for both contractors combined for the entire 5-year and 4-month term, including the renewal and extension periods. The contracts do not specify a maximum compensation for the entire contract term. Compensation may not exceed the amount appropriated for these services.

Analysis

The contractors will furnish all labor, supervision, tools, equipment, fuel, services, incidentals, and other related items necessary to perform repairs to portions of the County's sanitary sewer system, including sanitary sewers, house lateral connections, sanitary manholes, and other miscellaneous sanitary structures, and to construct access roads for sewer system repairs and/or inspections. These services may include: pre- and post-construction closed circuit television (CCTV) video inspection; cleaning of pipes, manholes, and other structures to remove silt, debris, scale, and roots; repair of sewer and/or manhole defects; provision of post-construction inspection data; and warranty site visits. The Department advised that a determination was made to contract with these two contractors to augment the work being done by the Bureau of Utilities at this time due to the volume of work required to ensure the County's compliance with the 2005 consent decree. The Department also advised that it has identified 1,684 sewer pipeline repairs, 400 lateral repairs, and 350 manhole repairs as a result of its inspection efforts, which must be repaired by the contractors by 2019. The Department further advised that as additional inspections proceed, the list of repairs will continue to increase, as will the costs.

Unit prices for labor, services, and materials vary for each contractor and have been established in the bid responses to the County. Each contractor will charge a \$2,000 fee for mobilization of labor, equipment, and material. It is the intent of the County to minimize mobilization of equipment and that each contractor will be assigned by geographic area; however, if needed, the County may assign work on individual manholes and/or pipes. Further, it is the intent of the County that each contractor will be assigned work in a continuous manner; however, the County reserves the right to stop assigning work at its sole discretion.

The contracts commence upon Council approval, continue for two years, and will automatically renew for three additional 1-year periods with the option to further extend the initial term or any renewal term an additional 120 days on the same terms and conditions. The contracts do not specify a maximum compensation amount for the entire 5-year and 4-month term, including the renewal and extension periods. Rather, each contract provides that "In no event shall the total compensation paid to the Contractor under this Agreement exceed the sum approved and appropriated by the County Council during the entire term of this Agreement including renewals thereof." Estimated compensation for both contracts combined totals \$4.5 million for FY 2015 and totals \$40 million for the entire 5-year and 4-month term, including the renewal and extension periods. The County may terminate the agreements by providing 30 days prior written notice.

Each contract stipulates that the contractor understands and agrees that time is of the essence with regard to the EPA consent decree work and that the contractor is liable for actual damages, as well as any and all other damages, costs, and expenses that the County incurs in the event the contractor fails to meet required deadlines. Each contractor's liability would be assessed according to the following schedule:

<u>Days Late</u>	<u>Cost Per Day</u>
1-30	\$1,500
31-60	\$3,000
61+	\$6,000

The contracts were awarded through a competitive procurement process; a third bid received was deemed non-responsive.

County Charter, Section 715, requires that "any contract must be approved by the County Council before it is executed if the contract is...for services for a term in excess of two years or involving the expenditure of more than \$25,000 per year...."

MB-2 (Res. 67-14)

Council District(s) 7

Mr. Olszewski

Review of PUD – Brewery Station – 7101 Sollers Point Road

Resolution 67-14 approves the review of a proposed Planned Unit Development (PUD) in the 7th Councilmanic District.

Bill 5-10 substantially revised the process for the review and approval of a PUD. However, the first step in the process was not changed. As the first step in the review process, an application for a PUD must be submitted to the Council member in whose district the PUD is proposed to be located.

Bill 36-11 further amended the PUD process to require that, after submission of the PUD application to the Council member, the applicant must hold a post-submission community meeting. The applicant must give 3 weeks' notice of the meeting and post the property. Notice must be mailed to adjoining property owners and community associations that represent the area. The applicant must provide information about the plan, allow questions and comments, maintain a record, compile minutes, and forward the minutes to the Council member and to the Department of Permits, Approvals and Inspections (PAI). Community residents and organizations may provide written comment to the Council member. The Council member may require the applicant to hold another post-submission meeting.

The applicant must also send copies of the PUD application to PAI; PAI must then transmit copies to the appropriate review agencies, and these agencies must provide a preliminary written evaluation of the PUD proposal to the Council member.

Once these procedures are completed to the satisfaction of the Council member, and if the Council finds that the proposed site is eligible for review, the Council, by adoption of a resolution, may approve the continued review of the PUD, subject to additional advertising and posting requirements. The adopting resolution is introduced only after all of the steps required by Bill 36-11 have been concluded.

In this case, an application was filed by Sollers Investors, LLC for approval of a 12.1-acre site at 7101 Sollers Point Road in Dundalk to be developed as a general development PUD to be known as Brewery Station.

The property is currently zoned OR-2 (Office Building - Residential), and it is located within the Urban Rural Demarcation Line (URDL). The site is improved with the remains of the Seagram's distillery, which is no longer in operation. The applicant proposes to redevelop the site with a high-quality, attractive, residential community of 194 single-family attached townhome units. The resolution approves a requested modification of density to increase the maximum permitted density to 194 dwelling units on the site.

The community benefit provided is a financial contribution of \$515 per unit ($\$515 \times 194 = \$99,910$) to be used toward the construction of a full-sized synthetic turf multi-purpose field, lights, or related improvements on County-owned property in the same recreation council district, or for other recreational improvements within the recreation council district.

Resolution 67-14 will be forwarded to the Department of Planning and PAI for processing.

MB-3 (Res. 68-14)

Council District(s) All

Mrs. Bevins (By Req.)

Department of Planning

**Endorsement of Application – MD Community Investment Tax Credit Program –
Abilities Network, Inc.**

The Administration is requesting the endorsement of an application for Abilities Network, Inc. to the Maryland Department of Housing and Community Development for the Community Investment Tax Credit Program. Abilities Network, Inc. will use the Program's tax credits as incentives for businesses to donate money, goods, or real property in order to support home visiting services to families in high-priority areas of Baltimore County as part of the organization's Healthy Families Baltimore County project. See Exhibit A.

Fiscal Summary

This resolution has no fiscal impact to the County since the Community Investment Tax Credit Program is a state program.

Analysis

Abilities Network, Inc. is a nonprofit organization whose mission is to challenge the community to acknowledge the value and equality of people of all abilities. The organization will request an allocation of \$30,000 in tax credits over 2 years and will use the tax credits to support its Healthy Families Baltimore County (HFBC) project. This project is accredited by Healthy Families America, a federally validated model for providing home visiting services to assist parents whose children are at risk for poor childhood outcomes. HFBC provides home visits to at-risk families in high-priority areas of the County. Home visitation workers educate parents in areas such as choosing a pediatrician, establishing childcare, finding housing options, improving relationships, managing stress, locating employment, and continuing education. The goal of the project is to ensure that babies are born healthy, children continue to grow up healthy, children enter school ready to learn, and families live in safe and stable homes.

The Maryland Department of Housing and Community Development established the Community Investment Tax Credit Program (CITC) to promote partnerships between businesses and nonprofit organizations by allocating state tax credits for businesses that support projects in priority funding areas; the FY 2015 allocation for the CITC program is \$1.75 million. Eligible nonprofit organizations can be granted allocations of up to \$50,000 in tax credits to be awarded to businesses that make donations to support approved projects. Under the tax credit program, businesses that make contributions to nonprofits for approved projects receive state tax credits equal to 50% of the value of the contributions of cash, real property, or goods. These tax credits may be claimed in addition to the usual state and federal deductions for charitable contributions.

State law requires, as part of the application process, that local governing bodies endorse the applications submitted to the CITC Program.

On August 6, 2012, the Council approved a similar resolution (Res. 59-12) for an allocation of \$50,000 in tax credits for the HFBC project.

This resolution shall take effect from the date of its passage by the County Council.

Abilities Network, Inc.
Executive Summary

The Baltimore County Department of Planning requests approval of a local resolution to support the Abilities Network, Inc. (“Abilities Network”) application to the Maryland Department of Housing and Community Development for an allocation of tax credits under the Department’s Community Investment Tax Credit program. The State of Maryland requires a local government resolution in support of the tax credits prior to final approval of the application. Nonprofit organizations utilize the tax credits as incentives for individuals and businesses to donate money, goods or real property to support operational and programmatic costs associated with specific, approved projects delivering services to communities across Maryland.

Abilities Network is a local non-profit organization located in Towson, Maryland. The organization is requesting tax credits of \$30,000 to support home visiting services to families in high priority areas of Baltimore County under the organization's Healthy Families Baltimore County (“HFBC”) project.

The HFBC project is accredited by Healthy Families America, a federally validated model for providing home visiting services that assists parents whose children are at risk for poor childhood outcomes. Parents who choose to be involved in this program have access to an experienced home visitation worker who promotes positive parenting, healthy child development, and progression towards self-sufficiency. Research shows that parents receiving interventions aimed at reaching these goals are less likely to engage in abusive and neglectful parenting behaviors.

No Baltimore County funds will be used for this project. The County’s role is to support Abilities Network application for the tax credits to benefit HFBC.

Prepared by: Department of Planning

MB-4 (Res. 69-14) Donation

Council District(s) 2

Mrs. Bevins (By Req.)

Department of Permits, Approvals and Inspections

Accept a Donation – (4) Parcels of Land – Maryland Environmental Trust

This resolution authorizes the County to accept a donation of four unimproved parcels of land totaling approximately 18.8 acres with a combined appraised value of \$72,000 from the Maryland Environmental Trust (MET). The wooded property is adjacent to Robert E. Lee Park, located near the intersections of Falls and Indian Head Roads in the Ruxton area. The property is zoned DR-1 (Density Residential-1 dwelling unit/acre). See Exhibit A.

The donation of these parcels will allow the County to provide additional parkland at Robert E. Lee Park. The parcels are subject to a perpetual conservation easement to restrict the use of the land to passive recreation. No ongoing maintenance costs are expected.

Baltimore County Charter, Section 306, vests in the County Council the power to accept gifts and grants.

EXECUTIVE SUMMARY

PROGRAM TITLE: Donation of Property for Robert E. Lee Park

FISCAL MATTER: RESOLUTION

DONOR: Maryland Environmental Trust ("MET")
100 Community Place, First floor
Crownsville, MD 21032
Conservation Easement Donation
dated August 10, 1993

PROPERTY INTEREST TO
BE ACQUIRED: Four parcels of land containing a total of
18.81 acres, more or less, with perpetual
conservation easement to benefit MET to protect
the conservation attributes as defined and restricting
the use of the land for passive recreation.

LOCATION: Falls Road and Indian Head Road

PURCHASE PRICE: Gift valued at \$72,000

IMPROVEMENTS AFFECTED
BY ACQUISITION: N/A

PURPOSE OF PROJECT: Expansion of Robert E. Lee Park

Prepared by: Department of Permits, Approvals &
Inspections

MB-11

Council District(s) All

Mrs. Bevins (By Req.)

Office of Law

Reimbursement for Defense

Article 4, Title 3, Subtitle 2 of the County Code authorizes the reimbursement of a County employee for court costs, reasonable attorney fees, and other related legal expenses incurred by the employee in defending a criminal prosecution. The employee must be found not guilty of all charges.

In this instance, County employee Tiffanie Woutila is requesting reimbursement of \$1,000 in attorney fees paid by her to defend a criminal charge. She was found not guilty. The County Attorney reviewed the case and recommended to the County Executive that reimbursement be made. This request is submitted to the Council for approval pursuant to Section 4-3-204 (d) of the Code.

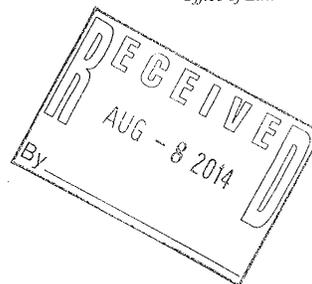
The details of the case are set forth in Mr. Field's letter of August 8, 2014. See Attachment A.



KEVIN KAMENETZ
County Executive

MICHAEL E. FIELD, County Attorney
Office of Law

August 8, 2014



The Honorable Cathy Bevins
Chair
Baltimore County Council
Historic Courthouse
400 Washington Avenue
Towson, Maryland 21204

Re: Reimbursement for Criminal Defense of Employee Tiffany Woutilla

Dear Council Chair Bevins:

I am writing on behalf of the County Executive to ask that you schedule a vote of the County Council to approve the reimbursement of attorney's fees that an employee of the Department of Recreation and Parks paid in defense of criminal charges filed against her as the result of an incident that occurred while she was working for the County. County law provides that an employee may request reimbursement when the employee is found not guilty of all charges. When an employee requests reimbursement, the County Attorney must review the charged legal fees and determine whether they are reasonable. The County Attorney will then make a recommendation to the County Executive. After reviewing the recommendation, the County Executive may either deny payment or submit a request to the County Council to authorize the payment. The County Attorney, County Executive and County Council may also recommend payment of part of the bill. *See* §§ 4-3-202 and 4-3-204 of the Baltimore County Code, 2003 (BCC). Ms. Woutilla is requesting reimbursement of \$1,000.¹

On July 17, 2014, I sent a letter to the County Executive requesting that he recommend that the County Council approve payment of Ms. Woutilla's attorney fees. On July 22, 2014, the County Executive directed the Administrative Officer to submit this request for Council approval. Soon thereafter, on my request, management at the Department of Recreation and Parks explained the next step in the process, securing Council approval in an open vote, and on July 30, 2014, I received an email from the Department stating that Ms. Woutilla would like the County Executive and County Council to proceed with this process to secure repayment of the attorney's fees.

¹ She is also requesting reimbursement for certain medical expenses and back-pay but they are outside the scope of the county law cited above.

The Honorable Cathy Bevins
August 8, 2014
Page 2

Tiffany Woutilla was involved in an altercation with a woman who was trying to enter a school building during a recreation council event through the wrong door. There appear to have been two events going on at the school at the time and the other woman was trying to pick her daughter up after a school event. In a written statement, Ms. Woutilla alleges that a woman² who was attempting to enter the building refused to follow instructions not to enter the building and began banging on a window to the extent it was beginning to cause damage. According to Ms. Woutilla, she asked the woman to stop. While the door was slightly opened, Ms. Woutilla said that the woman then attempted to force her way into the building as Ms. Woutilla attempted to block her. According to Ms. Woutilla, the woman got physically aggressive by pushing, hitting and scratching Ms. Woutilla. Ms. Woutilla said that the woman subsequently grabbed Ms. Woutilla's head and beat it against the wall after the woman's son blocked Ms. Woutilla from escaping. Ms. Woutilla said that she (Woutilla) screamed for help.

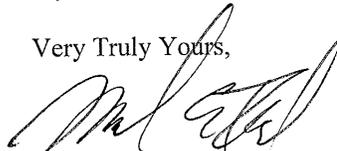
According to records received from the Department of Recreation and Parks, Ms. Woutilla sought medical treatment. We do not know whether the other woman required any medical treatment.

Pursuant to an Application for a Statement of Charges that was filled out by the other woman, Ms. Woutilla was charged with Second Degree Assault. The case went to trial and she was found "Not Guilty." Importantly, according to Keith Williams of the Department of Recreation and Parks, Ms. Woutilla acted reasonably within the scope of her employment and the department recommends reimbursement. We believe that the \$1,000 in legal fees is reasonable and that the bill should be paid in its entirety.

This is my first time requesting such a reimbursement and the Council Secretary also cannot recall dealing with such a matter in all his years serving the Council. We felt that sending this letter and having the Council place the matter on its Miscellaneous Agenda would be the best way to implement the provision in the Code providing that "[t]he County Council may... [d]isallow the request submitted by the County Executive; or... [a]pprove all or a portion of the request submitted by the County Executive to reimburse the employee." BCC § 4-3-204(d).

Please feel free to contact me if you have any questions.

Very Truly Yours,



Michael E. Field
County Attorney

² I am not including name of the other woman since references are also made to her children.

The Honorable Cathy Bevins
August 8, 2014
Page 2

cc: Kevin Kamenetz
County Executive

Fred Homan
County Administrative Officer

Barry Williams, Director
Department of Recreation and Parks

Gregory E. Gaskins
Deputy County Attorney

Attachments

BALTIMORE COUNTY COUNCIL
NOTES TO THE AGENDA
APPENDIX A

BALTIMORE COUNTY, MARYLAND
INTER-OFFICE CORRESPONDENCE

TO: Fred Homan
Administrative Officer

DATE: 7/17/14

FROM: Keith Dorsey, Director
Office of Budget & Finance *KAD*

COUNCIL MEETING
DATE: 9/02/14

SUBJECT: Public Recordation of Announcement
of Non-Competitive Awards Charter Sec. 902(f)

Whenever a contract over \$25,000 is awarded by a process other than a formal competitive bid, a copy of the contract must be given to the County Council, and at the next legislative session-day following the award of the contract, the Secretary to the County Council shall formally announce to the Council the nature of the contract and the parties to the contract. The announcement shall be recorded in the minutes of the County Council, and shall be available for inspection by the public. In compliance with this procedure, information is attached concerning the following awards, which are to be forwarded to the County Council:

Purchase Order

PO 7134 Mah Pan LLC – Manhole inserts

This purchase order is for manhole inserts that help keep rainwater from the sanitary sewer system.

As stated in DPW Director Edward Adams, Jr. justification memo dated May 12, 2014, the "Man Pan" manhole inserts have a patented, convex positive arch center design that reduces the water volume retained in the insert, thereby reducing the effort required to remove it when accessing the manhole. The cover design, along with the patented lifting lug handle design of the insert does not require the worker to bend over and grasp a strap or handle to remove the insert, reducing the potential for back injury.

Man Pan is the sole distributor of this product.

Amount: \$26,400.00
Award Date: 07/15/14

c: M. Field
T. Peddicord
L. Smelkinson