

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

*Issued: September 4, 2014
Work Session: September 9, 2014
Legislative Day No. 15: September 15, 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 15, 2014

NOTES TO THE AGENDA

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* See Addendum

**BALTIMORE COUNTY COUNCIL AGENDA
LEGISLATIVE SESSION 2014, LEGISLATIVE DAY NO. 15
SEPTEMBER 15, 2014 6:00 P.M.**

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

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CALL OF BILLS FOR FINAL READING AND VOTE

NO BILLS

APPROVAL OF FISCAL MATTERS/CONTRACTS

STEPHANIE HOUSE, DEPARTMENT OF HEALTH AND HUMAN SERVICES

1 1. Contract - Homeland Security and Management Solutions d/b/a Dantli Corp. - On-site interpretation services - HHS

DEBORAH RICHARDSON, DEPARTMENT OF CORRECTIONS

5 2. Contract - PAC Industries, Inc. - On-call repair and preventative maintenance - Laundry equipment - Corrections

KEITH DORSEY, DIRECTOR, OFFICE OF BUDGET AND FINANCE

7 3. Contracts - (3) - Architectural and engineering services - various projects - County-owned buildings - OBF

LIONEL VAN DOMMELEN, DEPARTMENT OF PERMITS, APPROVALS AND INSPECTIONS

10 4. Contracts - (2) - Clean-up services of derelict buildings and lots - PAI

ED ADAMS, DIRECTOR, DEPARTMENT OF PUBLIC WORKS

13 5. Addendum#4 to Contract - RJN Group, Inc. - Continued maintenance of rain gauges - Public Works

AMY GROSSI, REAL ESTATE COMPLIANCE

* 6. Contract of Sale - Yong and Soon Hee Park - 7500 Windsor Mill Road, 21244 - Real Estate Compliance

MISCELLANEOUS BUSINESS

COUNCIL

25 1. Correspondence - (a)(2) - Non Competitive Awards (August 11, 2014)
27 (b)(1) - Non Competitive Awards (August 18, 2014)
18 2. Res. 67-14 - Mr. Olszewski - Review of PUD - Brewery Station - 7101 Sollers Point Road

LIZ GLENN/ANDREA VAN ARSDALE, DEPARTMENT OF PLANNING

20 3. Res. 76-14 - Mrs. Bevins(By Req.) - Grant - Dundalk Renaissance Corporation

ED ADAMS, DIRECTOR, DEPARTMENT OF PUBLIC WORKS

22 4. Res. 78-14 - Mrs. Bevins(By Req.) - Sanitary Sewer Extension - Cockeysville Area - Third Councilmanic District

COUNCIL

5. Res. 79-14 - Mr. Marks - Property Tax Exemption - BLIND - Kathryn M. Hildebrand
6. Res. 80-14 - Mr. Oliver - Property Tax Exemption - DAV - Charles C. Oler, Jr.
7. Res. 81-14 - Mr. Oliver - Property Tax Exemption - DAV - James C. Smith, Jr.
8. Res. 82-14 - Mr. Oliver - Property Tax Exemption - DAV - Ollie B. King
9. Res. 83-14 - Mr. Olszewski - Property Tax Exemption - DAV - William T. Blevins
10. Res. 84-14 - Mr. Olszewski - Property Tax Exemption - DAV - William G. Brunner, Jr.
11. Res. 85-14 - Mr. Olszewski - Property Tax Exemption - DAV - Melvin V. Iwanowski

* See Addendum

FM-1 (Contract)

Council District(s) All

Department of Health and Human Services

On-Site Interpretation Services

The Administration is requesting approval of a contract with Homeland Security and Management Solutions, Inc. d/b/a Dantli Corp. to provide on-site, foreign language interpretation and American Sign Language services to assist foreign speaking and deaf individuals during medical appointments as-needed. The contract commenced July 25, 2014, continues until September 15, 2014, and may not exceed \$25,000 unless approved by the Council. If approved, the contract will continue through July 24, 2015, and will automatically renew for four additional 1-year periods with an option to further extend the initial term or any renewal term an additional 90 days. The contract does not specify a maximum compensation for the initial 1-year term. Estimated compensation totals \$40,000 for the initial 1-year term. Compensation may not exceed \$200,000 for the entire 5-year and 3-month term, including the renewal and extension periods. See Exhibit A.

Fiscal Summary

Funding Source	Initial Term	Maximum Compensation
County ⁽¹⁾	\$ 31,000	\$ 155,000
State ⁽²⁾	6,500	32,500
Federal ⁽³⁾	2,500	12,500
Other	--	--
Total	<u>\$ 40,000</u> ⁽⁴⁾	<u>\$ 200,000</u> ⁽⁵⁾

⁽¹⁾ General Fund Operating Budget.

⁽²⁾ Maryland Department of Alcohol and Drug Abuse Administration, Medical Care Policy Administration/Medical Assistance Programs.

⁽³⁾ U.S. Department of Agriculture funds passed through the Maryland Women, Infants and Children (WIC) Program.

⁽⁴⁾ Estimated compensation for the initial 1-year term.

⁽⁵⁾ Maximum compensation for the entire 5-year and 3-month term, including the renewal and extension periods.

Analysis

The contractor will provide on-site, foreign language interpretation and American Sign Language services on an on-call basis to enable the Department of Health and Human Services to communicate medical, dental, and other information to clients. The majority of services will be in a medical setting. The contractor must be available to provide services 24 hours-per-day, 365 days-per-year, including County holidays. The contract also allows these services to be extended to all County agencies that may require interpretation services. The Department advised that it expects to serve 440 individuals annually.

Hourly rates for on-site interpretation services range from \$45 to \$54 Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding County holidays, and from \$45 to \$61 outside of those hours (i.e., 5:00 p.m. through 8:00 a.m. Monday through Friday, weekends, and on County holidays), depending on the language and level of notice (routine – greater than 48 hours notice; expedited – 6 to 48 hours notice; or critical – less than 6 hours notice).

The contract commenced July 25, 2014, continues until September 15, 2014, and may not exceed \$25,000 unless approved by the Council. If approved, the contract will continue through July 24, 2015, and will automatically renew for four additional 1-year periods with an option to further extend the initial term or any renewal term an additional 90 days on the same terms and conditions, unless the County provides notice of non-renewal. The contract does not specify a maximum compensation for the initial 1-year term. Estimated compensation totals \$40,000 for the initial 1-year term. Compensation may not exceed \$200,000 for the entire 5-year and 3-month term, including the renewal and extension periods. The Department advised that as of July 31, 2014, expenditures under this contract totaled \$180.

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 from four bids received, of which two bids were considered non-responsive and one bid was rejected.

Most recently, these services have been provided by Ad Astra, Inc. under a 2-year contract that began March 1, 2013 and that may not exceed \$25,000 per year. The Office of Budget and Finance, Purchasing Division advised that expenditures as of August 26, 2014 totaled \$19,680 for the first year and \$23,372 for the second year.

On July 7, 2014, the Council approved a 5-year and 3-month contract not to exceed \$128,570 with Dantli Corp. to provide 24 hours/day, 7 days/week court-certified interpretation services for the Police Department.

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....”

Executive Summary

The Baltimore County Department of Health and Human Services provides services to a varied clientele. As such it is necessary to obtain on-site language interpretation, including American Sign Language to accurately relay medical and other information to non-English speaking clients.

The Homeland Security and Management Solutions doing business as Dantli Corporation will provide on-site interpretation services as needed Monday through Friday from 8:00 a.m. to 5:00 p.m. and outside of Monday through Friday 8:00 a.m. to 5:00 p.m. to include weekends and holidays. Interpreters will be provided as follows: within 48 hours of notice (routine), within 6 hours of notice (expedited), and less than a 6 hour notice (critical). Fees are based on times of request, level of notice and any core/non-core language

Core languages include Amharic, Arabic, Bengali, Burmese, Chin Hahka, Cantonese, Dari, Farsi/Persian, French, Gujarati, Haitian, Creole, Hindi, Korean, Mandarin, Nepali, Portuguese, Romanian, Russian, Somali, Spanish, Swahili, Tagalog, Tigrinya, Turkish, and Urdu.

The initial term of the contract is for one year commencing 7/25/2014. There are four, one-year renewals. The total amount of the life of the contract is \$200,000. Four-hundred forty individuals were served last fiscal year.

FM-2 (Contract)

Council District(s) All

Department of Corrections

On-Call Repair and Preventative Maintenance – Laundry Equipment

The Administration is requesting approval of a contract with PAC Industries, Inc. to provide on-call repair and maintenance services for laundry equipment for the Detention Center. The contract commenced on August 1, 2014, continues until October 31, 2014, and may not exceed \$25,000 unless approved by the Council. If approved, the contract will continue through July 31, 2015 and will automatically renew for two additional 1-year periods with the option to further extend the initial term or any renewal term an additional 90 days. The contract does not specify a maximum compensation for the initial 1-year term. Compensation may not exceed \$50,000 for the entire 3-year and 3-month term, including the renewal and extension periods.

Fiscal Summary

Funding Source	Maximum Compensation	Notes
County ⁽¹⁾	\$ 50,000	⁽¹⁾ General Fund Operating Budget.
State	--	⁽²⁾ Maximum compensation for the entire 3-year and 3-month term, including the renewal and extension periods. The contract does not specify a maximum compensation for the initial 1-year term.
Federal	--	
Other	--	
Total	\$ 50,000 ⁽²⁾	

Analysis

The contractor will furnish all labor and materials necessary for the maintenance and repair of laundry equipment (38 washers and 40 dryers) located at the Detention Center. The Detention Center has a central laundry operation as well as a washer/dryer combination in each of the inmate housing units. Work will be performed at an hourly rate of \$129 (\$193.50 for overtime), and parts and materials will be billed at a markup of 15%. The contractor will also provide biannual preventative maintenance on 13 commercial UniMac and American brand machines

(\$3,190 per year) while a Detention Center employee will perform preventative maintenance on 65 non-commercial ASKO brand machines.

The contract commenced on August 1, 2014, continues until October 31, 2014, and may not exceed \$25,000 unless approved by the Council. If approved, the contract will continue through July 31, 2015 and will automatically renew for two additional 1-year periods with the option to further extend the initial term or any renewal term an additional 90 days on the same terms and conditions, unless the County provides notice of non-renewal. The contract does not specify a maximum compensation for the initial 1-year term. Compensation may not exceed \$50,000 for the entire 3-year and 3-month term, including the renewal and extension periods. The Department advised that as of August 28, 2014, no expenditures have been incurred under this contract.

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; no other bids were received.

On October 3, 2011, the Council approved a 3-year and 3-month contract not to exceed \$50,000 with PAC Industries, Inc. for the same services. The contract expired July 31, 2014. The Department advised that expenditures under this contract totaled \$42,071.

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

Office of Budget and Finance

Architectural and Engineering Services – Various Projects – County-Owned Buildings

The Administration is requesting approval of three contracts to provide on-call architectural services for various County-owned building projects. The three contractors are Manns Woodward Studios, Inc., Wheeler Goodman Masek & Associates, Inc., and Rubeling & Associates, Inc. The contracts commence upon Council approval, continue for 2 years, and will automatically renew for two additional 1-year periods. The contracts do not specify a maximum compensation for the initial 2-year term. Compensation for each contractor may not exceed \$2 million, for a combined maximum compensation of \$6 million, for the entire 4-year term, including the renewal periods.

Fiscal Summary

Funding Source	Combined Maximum Compensation	Notes
County ⁽¹⁾	\$ 6,000,000	⁽¹⁾ General Fund Operating Budget and Capital Projects Fund. ⁽²⁾ Maximum compensation for the three contractors combined (\$2.0 million each) for the entire 4-year term, including the renewal periods. The contracts do not specify a maximum compensation for the initial 2-year term.
State	--	
Federal	--	
Other	--	
Total	<u>\$ 6,000,000</u> ⁽²⁾	

Analysis

The contractors will provide on-call architectural and engineering services, including consultant reports, feasibility studies, sketches, renderings, schematic design, design development, contract documents, cost estimates, construction administration, and other assistance for new construction of or renovations to County-owned buildings/facilities.

The contracts commence upon Council approval, continue for 2 years, and will automatically renew for two additional 1-year periods unless the County provides notice of non-renewal. The contracts do not specify a maximum compensation for the initial 2-year term. Compensation for each contractor may not exceed \$2 million, for a combined maximum compensation of \$6 million, for the entire 4-year term, including the renewal periods.

Services will be performed at the architects' 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. Funding for these contracts will not be encumbered at this time. Rather, contract costs will be charged to specific projects as they are assigned. The County may terminate the agreements by providing 30 days prior written notice.

On March 10, 2014, the Professional Services Selection Committee (PSSC) selected the 3 contractors from 30 responsive submittals based on experience and qualifications.

The Office advised that the proposed contracts will be used for newly identified projects and will eventually replace the County's existing contracts for on-call architectural and engineering services. The Office also advised that it will obtain cost proposals for each project from all on-call contractors with the award going to the lowest responsive and responsible bidder.

The Office advised that it currently has three contracts for similar services as follows:

<u>Contractor</u>	<u>Council Approval Date</u>	<u>Contract Total</u>	<u>Expenditures/ Encumbrances as of 8/28/14</u>	<u>Balance</u>	<u>Contract Expiration Date</u>
Sanders Designs	10/3/2006	\$ 2,000,000			
	7/7/2008	<u>2,000,000</u>			
		<u>4,000,000</u>	\$ 3,557,785	\$ 442,215	10/2/2014
Rubeling and Associates, Inc.	10/3/2006	2,000,000			
	3/16/2009	3,000,000			
	9/7/2010	2,000,000			
	2/3/2014	<u>1,000,000</u>			
		<u>8,000,000</u>	7,666,481	333,519	Open-ended
Hord Coplan & Macht, Inc.	01/22/2008	1,999,931			
	11/16/2009	2,000,000			
	2/18/2014	<u>2,000,000</u>			
		<u>5,999,931</u>	<u>4,156,957</u>	<u>1,842,974</u>	1/21/2017
Total		<u>\$17,999,931</u>	<u>\$ 15,381,223</u>	<u>\$2,618,708</u>	

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 (2 Contracts)

Council District(s) All

Department of Permits, Approvals and Inspections

Clean-Up Services of Derelict Buildings and Lots

The Administration is requesting approval of two contracts, one with Benjer, Inc. and the second with The Dirt Express Company, to provide clean-up services for derelict buildings and vacant lots throughout the County. The contracts commence upon Council approval, continue through June 2, 2015, and will automatically renew for three additional 1-year periods with an option to further extend the initial term or any renewal term an additional 120 days. The contracts do not specify a maximum compensation for the initial approximate 9-month term. Compensation for both contractors combined may not exceed \$1,760,512 for the entire approximate 4-year and 1-month term, including the renewal and extension periods.

Fiscal Summary

Funding Source	Combined Maximum Compensation	Notes
County ⁽¹⁾	\$ 1,760,512	⁽¹⁾ General Fund Operating Budget.
State	--	⁽²⁾ Maximum compensation for both contractors combined for the entire approximate 4-year and 1-month term, including the renewal and extension periods. The contracts do not specify a maximum compensation for the initial approximate 9-month term.
Federal	--	
Other	--	
Total	<u>\$ 1,760,512</u> ⁽²⁾	

Analysis

The contractors will provide all labor, tools, equipment, vehicles, fuel, and related items required to perform clean-up services at derelict buildings and vacant lots throughout the County. The clean-up services include removing and disposing of junk, trash, vehicles and other debris; mowing and trimming grass; trimming bushes; retrieving and salvaging recyclables; and draining

pool water. The Department advised that clean-up services are complaint-driven and that the number of service calls varies year-to-year. Rates for services range from \$.05 per gallon for removing pool water to \$375 per vehicle removal. Included within this range is grass cutting, trimming, and raking at rates from \$160 to \$360 per acre, depending on the specific service required per lot. The cost of materials includes a markup of 25% or 30%, depending on the contractor.

The Department advised that upon the County's payment to the contractor, the contractors' costs will be assessed against the property owner. If the property owner does not pay the costs within 30 days of billing, then the County will place a lien on the property.

The contracts commence upon Council approval, continue through June 2, 2015, and will automatically renew for three additional 1-year periods unless the County provides notice of non-renewal. The County may further extend the contracts at the end of the initial term or any renewal term for an additional 120 days on the same terms and conditions. The contracts do not specify a maximum compensation for the initial approximate 9-month term. Compensation for both contractors combined may not exceed \$1,760,512 for the entire approximate 4-year and 1-month term, including the renewal and extension periods. In addition, the contracts further limit compensation to \$659,786 for Benjer, Inc. and \$1,100,726 for The Dirt Express Company, based on their respective bid amounts, for the entire approximate 4-year and 1-month term, including the renewal and extension 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 agreements by providing 30 days prior written notice.

The contracts were awarded through a competitive procurement process based on the lowest bids from six responsive bids received. The contracts provide that it is the County's intention to issue work equally to the contractors; however, the assignment of work will be at the County's sole discretion.

The Department's contracts for similar clean-up services are as follows:

Council Approval Date ⁽¹⁾	Contractors	Combined Contract Total	Expenditures as of August 27, 2014
6/06/11	Benjer, Inc.	\$2,829,777	\$ 301,454
	Evergreen Landscape & Design Corp.		187,138
	Lorenz Lawn & Landscape ⁽²⁾		54,460
6/03/13	A2Z Environmental Group	\$2,072,708	27,530
	Evergreen Landscape & Design Corp.		0
	Goel Services ⁽²⁾		44,802
	Total		<u>\$ 615,384</u>

⁽¹⁾ All contracts have a 5-year and 4-month term, including the renewal and extension periods.

⁽²⁾ Contract has been terminated.

The Department further advised that the proposed contracts are needed to address the anticipated volume of work over the next several years.

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 (Contract Addendum)

Council District(s) All

Department of Public Works

Continued Maintenance of Rain Gauges

The Administration is requesting a fourth addendum to a contract with RJN Group, Inc. for the continued maintenance, monitoring, and data analysis of the County’s rain gauge program. The addendum increases the maximum compensation of the contract by \$491,721, from \$2,002,767 to \$2,494,488. The original contract, which commenced August 9, 2006, does not define a specific term; the proposed addendum is expected to allow services to continue through October 31, 2016. See Exhibit A.

Fiscal Summary

Funding Source	Contract Addendum	Current Maximum Compensation	Amended Maximum Compensation
County ⁽¹⁾	\$ 491,721	\$ 2,002,767	\$ 2,494,488
State	--	--	--
Federal	--	--	--
Other	--	--	--
Total	<u>\$ 491,721</u> ⁽²⁾	<u>\$ 2,002,767</u>	<u>\$ 2,494,488</u> ⁽³⁾

⁽¹⁾ Capital Projects Fund (Metropolitan District).

⁽²⁾ Additional compensation, which is expected to cover service costs through October 2016.

⁽³⁾ Maximum compensation since contract inception in August 2006.

Analysis

The contractor installed, and continues to maintain and monitor, a network of 45 rain gauges in County sewersheds to correlate rainfall with sewer overflows and sewer capacity. With this information, the Department is able to determine which parts of the sanitary sewer collection system are in need of rehabilitation and/or supplementation, thereby preventing excess water

from entering the system. The rain gauges are supplied with Doppler radar to provide data for the County's computer models.

Initiation of a rain gauge program was required under the September 20, 2005 consent decree for the elimination of sanitary sewer overflows, signed by the County, the U.S. Department of Justice, the U.S. Environmental Protection Agency, and the Maryland Department of the Environment. The Department advised that the County's rain gauge program has met and continues to meet all consent decree requirements.

The proposed addendum represents the fourth addendum to this contract. On August 7, 2006, the Council approved the original contract not to exceed \$527,567. The contract does not define a specific term; rather, the contract provides that it will remain in full force and effect until the required services are completed. On October 20, 2008, the Council approved the first addendum to increase the maximum compensation of the contract by \$480,588, to \$1,008,155. On September 7, 2010, the Council approved a second addendum to increase the maximum compensation of the contract by \$502,163, to \$1,510,318. On September 4, 2012, the Council approved a third addendum to increase the maximum compensation of the contract by \$492,449, to \$2,002,767.

This proposed fourth addendum increases the maximum compensation by \$491,721 to \$2,494,488, which the Department advised should allow services to continue through October 31, 2016. The addendum also incorporates the contractor's supplemental proposal for the additional work, revised insurance certificate, and MBE/WBE forms. All other terms and conditions remain unchanged. The Department advised that expenditures/encumbrances to date under the current contract total \$2,002,518. The County may terminate the agreement by providing 30 days prior written notice.

Services are being 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 are within established County limits. The additional funding for this contract will not be encumbered at this time. Rather, contract costs will be charged to specific tasks as they are assigned.

This contract is a piggyback on a competitively-bid Baltimore City contract that was awarded in May 2005. Baltimore City selected the contractor from seven firms based on qualifications. The Department advised that it expects to solicit bids for a new contract to take effect by November 1, 2016.

The County also contracts with RJN Group, Inc. under three other contracts for consent decree projects. On January 3, 2011, the Council approved a \$2 million contract that was later increased to \$4.75 million on July 2, 2012 to provide on-call inspections of sanitary force mains, gravity sewers, and related appurtenances throughout the County. The Council approved a second contract on March 18, 2013 for \$6 million to provide on-call sewershed repair, replacement, and rehabilitation plan services for a number of sewersheds throughout the County. The Council approved the third contract on April 7, 2014 for \$11,472,592 to provide on-call sanitary sewer flow and groundwater monitoring services throughout the County.

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....”

EXECUTIVE SUMMARY

RAIN GAUGE/RADAR RAINFALL SERVICES

The Project

The scope of services will involve the continued maintenance of the existing-in-place network of 45 rain gauges throughout Baltimore County and the delivery of rain gauge and processed radar-rainfall data to fulfill the requirements of the Consent Decree. Baltimore County entered into an enforceable agreement with the US Department of Justice, the US Environmental Protection Agency (EPA), and the Maryland Department of the Environment (MDE). The Consent Decree became effective on September 20, 2005 and involves approximately 14.5 years of work on Baltimore County's part.

Under Paragraph 9 of the Consent Decree, Baltimore County is required to collect rainfall data and perform flow monitoring and to utilize that data to perform evaluations of its collection system. The data will determine inflow/infiltration into the collection system, the collection system's capacity to collect and convey peak flows without causing sanitary sewer overflows and the effectiveness of measures implemented by Baltimore County to reduce inflow/infiltration and to increase system capacity.

Baltimore County is required to monitor the contribution from rainfall to each sewershed by using a network of 45 rain gauges in concert with Doppler radar. The rain gauge network was initially installed by the RJN Group in September 2006. RJN is responsible for operating, calibrating and maintaining the rain gauge network.

The consultant, RJN Group, Inc., was selected by Baltimore City on May 25, 2005 to perform the same services under Baltimore City's Consent Decree. Seven (7) firms gave presentations to Baltimore City; and David Bayer, from Baltimore County Sewer Design, was part of the selection committee. Baltimore County chose to piggyback onto the City's selection, but not their agreement. Baltimore County negotiated our own agreement specific to our needs.

The Consultant Agreement

1st Agreement: Approved – August 7, 2006

Scope: Provide rain gauge/radar rainfall services.

Total Fee: \$527,566.52

1st Addendum: Approved – October 20, 2008

Scope: Provide rain gauge/radar rainfall services.

Total Fee: \$480,588.08

2nd Addendum: Approved – September 7, 2010
Scope: Provide rain gauge/radar rainfall services.
Total Fee: \$502,162.68

3rd Addendum: Approved – September 4, 2012
Scope: Provide rain gauge/radar rainfall services.
Total Fee: \$492,449.28

4th Addendum: For Council Approval – September 15, 2014
Scope: Provide rain gauge/radar rainfall services.
Total Fee: \$491,721.07

Total Agreements: \$2,494,487.63

GAK:bjk
7/3/14

Prepared by: Department of Public Works

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. 76-14) Grant

Council District(s) 7

Mrs. Bevins (By Req.)

Department of Planning

Grant – Dundalk Renaissance Corporation

The Administration is requesting the approval of a grant totaling \$50,000 to the Dundalk Renaissance Corporation (DRC). The grant funds will be used to support the salaries and fringe benefit costs of the DRC’s Executive Director and Marketing and Development Coordinator.

Fiscal Summary

Funding Source	Grant Amount	Notes
County ⁽¹⁾	\$ 50,000	⁽¹⁾ Organization Contributions, General Grant Program funds. ⁽²⁾ DRC will provide in-kind volunteer labor valued at \$88,000.
State	--	
Federal	--	
Other ⁽²⁾	--	
Total	<u>\$ 50,000</u>	

Analysis

DRC is a nonprofit, community-based membership organization and community development corporation dedicated to promoting and revitalizing the greater Dundalk community. The organization’s activities include: organizing and participating in community-based building events primarily in the Main Street commercial area; serving as a resource and support to Main Street businesses and the adjoining neighborhoods; promoting a more positive image of the community through improved marketing and continued development of the “My Town Dundalk”

positioning campaign; and providing leadership on planning and development issues as they arise. The grant funds will be used to support the salaries (\$45,950) and fringe benefits (\$4,050) of the DRC's Executive Director and Marketing and Development Coordinator. The DRC will provide in-kind volunteer labor valued at \$88,000.

The grant period is FY 2015. The Department has provided operating support grants of \$50,000 to the DRC in each of the last four fiscal years. The County has also funded numerous other grants to the organization in recent years to support various initiatives.

The proposed grant was originally submitted as part of the 14-day grants review process and has been placed on a legislative agenda in accordance with Baltimore County Code, Section 3-10-103(e).

MB-4 (Res. 78-14)

Council District(s) 3

Mrs. Bevins (By Req.)

Department of Public Works

Sanitary Sewer Extension – Cockeysville Area

Resolution 78-14 approves an extension of the County’s sanitary sewer to Boxwood Lane in the Cockeysville area, Eighth Election District and Third Councilmanic District. The extension will benefit 2 improved properties at 9 Boxwood Lane and 11 Boxwood Lane.

Fiscal Summary

Funding Source	Construction Cost	Notes
County	\$ 91,663	(1) Capital Projects Fund – Metropolitan District; includes \$14,365 County contribution above the self-supporting project cost.
State	--	(2) Property owners’ responsibility to be paid over 40 years through front-foot assessments and construction loan charges.
Federal	--	
Other	22,943	(2)
Total	<u>\$ 114,606</u>	

Analysis

Section 20-1-119 of the Baltimore County Code (2003) authorizes the extension of the water and sewer system to serve existing housing units without meeting the normal requirement of the Metropolitan District Act that the project be self-supporting. This section authorizes an exception if a project is judged necessary due to existing unsanitary conditions. However, the system extension is conditioned upon the holding of a public hearing at which the Department of Public Works must notify the affected property owners of all project costs. The hearing for the proposed extension was held on July 15, 2014. The law also requires the County Council to approve the extension by adoption of a resolution.

According to the Administration, a determination has been made that a significant health problem exists in the affected area. The extension of the sanitary sewer system will eliminate the problem by halting discharge of surface sewerage into the public area and the resulting well contamination.

The Administration also advised that construction costs for the project total \$114,606. The County will assume a portion of the cost, and the balance will be paid by the property owners through front-foot assessment and associated construction loan charges over a 40-year period. The County's responsibility is \$91,663 (including a \$14,365 County contribution above the self-supporting project cost); the property owners' responsibility is \$22,943.

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

BALTIMORE COUNTY COUNCIL
NOTES TO THE AGENDA
APPENDIX A

BALTIMORE COUNTY, MARYLAND
INTER-OFFICE CORRESPONDENCE

TO: Fred Homan
Administrative Officer

DATE: *3/11/14*

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

COUNCIL MEETING
DATE: 09/15/14

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 7185 Baltimore Gas & Electric Co dba BGE – Public Works Eng Const
Contracts
Relocation of Distribution Facilities / Towson Square (East Towson
Project)

This purchase order represents the relocation of distribution facilities on Abbie Place Relief Sewer under Capital Improvement Contract 13216-SXO. BGE owns the distribution facilities and is the only source for this relocation work.

Amount: \$68,000.00
Award Date:

c: M. Field
T. Peddicord
L. Smelkinson

BALTIMORE COUNTY, MARYLAND
INTER-OFFICE CORRESPONDENCE

MB-1(a)
(2 of 2)

TO: Fred Homan
Administrative Officer **DATE:** 8/11/14

FROM: Keith Dorsey, Director *KAD* **COUNCIL MEETING**
Office of Budget & Finance **DATE:** 9/15/14

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

MA 2728 Verizon Maryland LLC– 911 ANI-ALI Database Records CBS/CNE 2014-192459

This Master Agreement is for the purchase of ANI-ALI database records for Fiscal Year 2015 for the 911 Center.

According to the memo dated May 16, 2014, prepared by Rich Sterba and approved by Budget and Finance Director Keith Dorsey, these are tariff regulated database record services under the Miscellaneous Service Arrangements Tariff, Universal Emergency Number 911 Service and provided by Verizon Maryland, Inc.

These 911 database records can only be provided by Verizon Maryland.

The expenditure of \$862,300.00 is inclusive of all charges, fees, taxes and tariff surcharges as allowed by law, regulations or tariffs.

Amount: \$862,300.00
Award Date: 08/11/14

c: M. Field
T. Peddicord
L. Smelkinson

**BALTIMORE COUNTY, MARYLAND
INTER-OFFICE CORRESPONDENCE**

TO: Fred Homan
Administrative Officer

DATE: 8/18/14

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

**COUNCIL MEETING
DATE:** 9/15/14

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 7103 Life Technologies Corporation dba Applied Biosystems LLC – AB 3500 Genetic Analyzer
HID, Biology Unit

This order is for Life Technologies Corporation to provide a specific Genetic Analyzer for the Police Department's Forensic Services unit in the Biology section for DNA analysis.

As indicated in Chief James Johnson's memo dated May 29, 2014, the Forensic Services Section requested the purchase of Applied Biosystems, Model AB3500 genetic analyzer. There are specific parameters established by the FBI for acceptable means and methods to enter results into the Combined DNA Index System (CODIS), the nationwide DNA database. The Applied Biosystems Model AB3500 has already been tested and validated to be acceptable to the FBI standards, minimizing training time and facilitating efficient case work. A trade-in was offered in the amount of \$7,000 for the return of the retired analyzer unit.

Amount: \$134,433.70
Award Date: 08/18/14

c: M. Field
T. Peddicord
L. Smelkinson