

**BALTIMORE COUNTY COUNCIL
NOTES TO THE AGENDA
LEGISLATIVE SESSION 2015**

*Issued: July 23, 2015
Work Session: July 28, 2015
Legislative Day No. 13 : August 3, 2015*

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



OFFICE OF THE COUNTY AUDITOR

BALTIMORE COUNTY COUNCIL

August 3, 2015

NOTES TO THE AGENDA

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**BALTIMORE COUNTY COUNCIL AGENDA
LEGISLATIVE SESSION 2015, LEGISLATIVE DAY NO. 13
AUGUST 3, 2015 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

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DR. GREGORY BRANCH, HEALTH AND HUMAN SERVICES
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8 2. Contract - Med3000, Inc. - Billing - Emergency Medical Transport - Fire

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6. Res. 59-15 - Mr. Crandell - Property Tax Exemption - DAV - Joseph W. Riston, jr.
7. Res. 60-15 - Mr. Crandell - Property Tax Exemption- DAV - Henry C. Schmincke, III
8. Reappointments - (2) - Baltimore County Animal Hearing Board - Barbara Leigh/Bernard J. Smith

Bill 51-15**Council District(s) 6 & 7**

Mrs. Bevins (By Req.)

Department of Environmental Protection & Sustainability

Chesapeake Bay Critical Area Maps

Bill 51-15 repeals the 1988 Official Chesapeake Bay Critical Area Map and adopts the Official County Chesapeake Bay Critical Area Map Geodatabase.

According to the Administration, in order to implement the State-mandated Chesapeake Bay Critical Area law, it is necessary for Baltimore County to maintain local maps showing the boundaries of the Critical Area and land use classifications, and mapped modified buffer areas. The original 1,000-foot Critical Area boundary, as delineated by the State, was derived from 1972 shoreline and tidal wetland information shown on State wetland maps. The County transferred this boundary to 1988 tax maps, and also expanded the Critical Area boundary to protect sensitive environmental areas. Land use classification boundaries were also drawn on the tax maps or, in the case of Resource Conservation Areas, on County zoning maps. Collectively, these maps became the Official Chesapeake Bay Critical Area Map for Baltimore County.

A Modified Buffer Area Plan was added to Baltimore County's Critical Area program in 1996, in order to facilitate redevelopment in waterfront areas where existing development patterns prevented buffers from performing water quality and habitat functions. At that time, County staff delineated onto 1986 aerial photographs all waterfront areas that would be subject to the Plan. These photographs were collectively referred to as Chesapeake Bay Critical Area Modified Buffer Area Maps.

In 2008, the Maryland General Assembly adopted legislation which mandated that local jurisdictions amend their Chesapeake Bay Critical Area boundaries for consistency with current State-established boundaries. Baltimore County proceeded to participate in a Critical Area mapping update project with the State Critical Area Commission for the Chesapeake and Atlantic Coastal Bays, and several other State agencies. As part of the mapping update process, public

informational meetings were held in Essex and Dundalk in May and June of 2012 to solicit citizen input into the mapping process. Field visits were conducted by County staff to address citizen inquiries and to verify correctness of tidal limits from which the Critical Area boundary was mapped.

The mapping update effort yielded a Chesapeake Bay Critical Area Geodatabase for Baltimore County, which will replace the existing Official Chesapeake Bay Critical Area Map and the Chesapeake Bay Critical Area Modified Buffer Area Maps. It is intended that the data will be integrated into the County's Geographic Information System and be available for both County and general public use, including via the My Neighborhood application on the Baltimore County web page.

With the affirmative vote of five members of the County Council and signature by the County Executive, Bill 51-15 shall take effect on August 16, 2015.

Bill 52-15

Council District(s) All

Mrs. Bevins (By Req.)

Department of Health and Human Services

Distribution of Tobacco Products to Minors - Revisions

Bill 52-15 proposes to strengthen the County's tobacco enforcement law.

County law prohibits the sale or distribution of tobacco products to minors (Article 13, Title 12-Bill 79-07) and provides penalties for violations. In 2009, the Council adopted legislation requiring sellers of tobacco products to check the age of a buyer (Bill 92-09). Earlier this year, the Council increased the civil penalty for a violation of the distribution to minors provision or the product placement provision in any calendar year to: \$500 for a first violation, \$1,000 for a second violation, and \$1,500 or suspension of all tobacco sales for 1 month or both for a third or subsequent violation. The Council also decreased the civil penalties for a violation of the identification check provision of a person aged 26 or younger in a calendar year to: a written warning for a first violation, \$100 for a second violation, and \$250 for a third or subsequent violation (Bill 13-15).

Bill 52-15 proposes to:

1. Repeal the calendar year enforcement limitation;
2. Authorize the issuance of a correction notice for a first violation of the product placement provisions of the statute and thereafter a civil penalty of:
 - i. \$500 for a second violation;
 - ii. \$1,000 for a third violation; and
 - iii. \$1,500 for a fourth or subsequent violation;
3. Require the Health Officer to issue a correction notice to an owner for a violation of the identification requirement or the product placement requirement. If the owner has previously been issued a citation, the Health Officer is not required to issue a correction notice before issuing a citation; and

4. Require the Health Officer to issue a citation to an owner for a violation of the distribution to minors prohibition, or for a failure to correct a product placement violation within the time required by a correction notice.

Bill 52-15 is presented as an emergency measure. With the affirmative vote of five members of the County Council, Bill 52-15 will take effect on the date it is signed by the County Executive.

Bill 53-15

Council District(s) 1 & 6

Mrs. Bevins and Mr. Quirk

Zoning Regulations – Regional Outlet Shopping Center

Bill 53-15 proposes to define a regional outlet shopping center and permit such a center in the County's B.L. (Business, Local) and M.L. (Manufacturing, Light) Zones by right.

The Zoning Regulations currently define a shopping center and a planned shopping center, each of which is permitted in the B Zones, but make no specific mention of a regional outlet shopping center. A regional outlet shopping center is typically located on a large parcel of land and attracts many shoppers from the surrounding region, travelers passing through the region, as well as residents from local neighborhoods and communities. Its location in close proximity to an interstate highway system provides the most convenient vehicular access to customers.

Bill 53-15 defines a regional outlet shopping center as a shopping center which predominately contains manufacturers' and retailers' outlet stores selling brand-name merchandise at a discount; is situated on a site of at least 45 acres in net area; and is located adjacent to Interstate 95.

The bill permits a regional outlet shopping center in the B.L. and M.L. Zones as a matter of right. However, if located in an M.L. Zone, the use must also be in an I.M. (Industrial, Major) District. The I.M. District is an area containing 100 acres or more of land zoned for industrial or semi-industrial use (M.H. (Manufacturing, Heavy), M.L., M.L.R. (Manufacturing, Light, Restricted), M.R. (Manufacturing, Restricted), B.R. (Business, Roadside) or B.M. (Business, Major)).

With the affirmative vote of five members of the County Council and signature by the County Executive, Bill 53-15 will take effect on August 17, 2015.

Bill 54-15**Council District(s) All**

Mr. Jones

Planned Unit Development

Bill 54-15 proposes to expand the type of community benefits that may be provided by an applicant in a Planned Unit Development (PUD).

The modern PUD in Baltimore County dates from 2005. A PUD application is required to be submitted to the Council member in whose district the PUD is proposed to be located. The Council must adopt a resolution approving the proposed site for continued review. In that resolution, the Council may increase or otherwise amend or modify the proposed densities or uses ordinarily permitted in the zone(s) where the PUD is to be located. In return for this increased density, the law requires the applicant to provide a “community benefit” for the use or benefit of the PUD property, and the Council must state the community benefit in its approving resolution.

The current community benefit requirement, which dates from 2010 (Bill 5-10, with minor changes thereafter) is contained in Section 32-4-242 (b) of the County Code:

“(b) Contents. The application for a Planned Unit Development shall include:

(6) A statement of how the Planned Unit Development will provide a community benefit that shall include one or more of the following:

(i) An environmental benefit by proposing to achieve at least a silver rating according to the U.S. Green Building Council’s LEED Green Building Rating System or proposing residential structures that achieve at least a silver rating according to the ANSI (American National Standards Institute) NGBS (National Green Building Standard);

(ii) A land use benefit, including proposing a higher quality architectural design or use of higher quality building materials that enhance the development for its residents;

(iii) A capital improvement benefit to an onsite or nearby county-owned or state-owned facility, or to property owned by NeighborSpace of Baltimore County, Inc., for use by community residents, or to a volunteer fire company that serves the planned unit development; or

(iv) A public policy benefit promoting economic development opportunities by locating the Planned Unit Development in a Commercial Revitalization District, or providing workforce housing.”

Bill 54-15 proposes to expand this provision by adding a fifth benefit in the form of a monetary contribution:

“A monetary contribution to a non-profit entity, County agency, or State agency, identified in the Council resolution, in support of civic, educational, vocational, or recreational programs in the district where the planned unit development is proposed to be located.”

Bill 54-15 shall take effect 45 days after its enactment.

FM-2 (Contract)

Council District(s) All

Fire Department

Billing – Emergency Medical Transport

The Administration is requesting approval of a contract with MED3000, Inc., a wholly owned subsidiary of McKesson Company, to provide billing and collection services for emergency medical transports to be provided by the County’s Fire Department and volunteer fire stations. The contract commenced July 1, 2015 and may not exceed \$25,000 unless approved by the Council. If approved, the contract will continue through June 30, 2017 and will automatically renew for three additional 1-year periods. The contract does not specify a maximum compensation for the initial 2-year term. Maximum compensation may not exceed \$7.8 million for the entire 5-year term, including the renewal periods. See Exhibit A.

Fiscal Summary

Funding Source	Maximum Compensation	Notes
County ⁽¹⁾	\$ 7,800,000	⁽¹⁾ General Fund Operating Budget. ⁽²⁾ Maximum compensation for the entire 5-year term, including the renewal periods. The contract does not specify a maximum compensation for the initial 2-year term.
State	--	
Federal	--	
Other	--	
Total	\$ 7,800,000 ⁽²⁾	

Analysis

The contractor will provide billing and collection services for emergency medical transports to be provided by the County’s Fire Department and volunteer fire stations. Specifically, the contractor will provide administrative functions and will handle all correspondence related to billing for emergency medical services (EMS) transport fees through private health insurance companies, Medicaid, and Medicare. The contractor will also be responsible for start-up and implementation

of the program, including assigning an account manager to act as a liaison for the County, reviewing procedures of the County to recommend changes for improvements of collections, and ensuring the County is in compliance with government and third-party regulations and guidelines. The Administration advised that County residents who are uninsured or whose private insurance company does not cover the entire cost of an ambulatory trip will not be responsible for payment; non-County residents will be billed for the portion of the fees not covered by their insurance.

The County will bill ambulatory transports at \$700 per trip for Basic Life Support (BLS) and Advanced Life Support (ALS) 1, and \$750 per trip for ALS 2. The contractor will determine the billing level based on the information the County or the respective hospital provides. In addition, the County will bill the private insurance company, Medicare, or Medicaid \$10 per mile of transport. The contractor will receive a minimum of 4% of the amount collected per transport for the first 12 months of the contract. At the end of the first 12 months, the amount collected per transport will be averaged over the previous 6 months' collections; if the average exceeds the 4% threshold, the additional amount will be paid to the contractor. The rate then returns to 4%, and the process repeated. The contract stipulates that amounts due that have not been collected after 120 days will be considered uncollectible and written off unless otherwise instructed by the County.

The contractor will receive the following fee based on that amount collected:

<u>Amount Collected per Average Transport</u>	<u>Fee</u>
Below \$360	4%
\$360 to \$373.99	4.5%
\$374 and above	4.75%

The Department advised that it anticipates collecting annual net revenues totaling approximately \$25.2 million based on approximately 85,000 EMS transports per year. The Department also advised that EMS responders will not seek patient insurance information at the time care is provided; all patients will be transported regardless of insurance or ability to pay. The Department further advised that it intends to develop a revenue sharing program with the Baltimore County Volunteer Firemen's Association with the objective of covering 100% of the volunteer companies' annual EMS operating costs.

The contract commenced July 1, 2015 and may not exceed \$25,000 unless approved by the Council. If approved, the contract will continue through June 30, 2017 and will automatically renew for three additional 1-year periods 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 2-year term. Compensation may not exceed \$7.8 million for the entire 5-year term, including the renewal periods. The County may terminate the agreement by providing 30 days prior written notice.

This contract is a piggyback of a competitively bid County of Fairfax, Virginia contract that was awarded in March 2010 from eight bids received.

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....”

Pursuant to Section 3-1-202 of the Baltimore County Code, the County Administrative Officer has submitted the proposed EMS transport fees to the County Council. The fees will take effect September 1, 2015, unless the Council objects to the proposal.

Executive Summary

MED3000

This is an agreement between Baltimore County and MED3000, Inc., a wholly owned subsidiary of McKesson Company and is a piggyback to a Fairfax, Virginia Request for Proposal RFP. The Agreement allows MED3000 to undertake the billing and collection services for emergency medical transports. Montgomery County also has a contract with MED3000 through a piggyback of the Fairfax RFP.

Background

Ambulance transport fees enable fire departments to recover a portion of their costs. In Maryland, 21 of the 24 local jurisdictions charge ambulance transport fees, either by the county directly or through their volunteer fire service. (Baltimore, Calvert, and Howard Counties do not have fees, albeit Howard County levies a county-wide Fire Tax). Due to the prevalence of ambulance transport fees, Medicare, Medicaid, and most private insurance companies in Maryland already cover the cost of ambulance transports under current plans and premiums. Typically, charges vary based on the level of service provided in the ambulance and range from a flat \$300 to \$850 fee with mileage charged on top of that. The typical emergency service levels for billing are:

Basic Life Support – When medically necessary, the provision of BLS services by an EMT, in the context of an emergency response. The determination to respond emergently with a BLS ambulance must be in accord with the local 911 or equivalent service dispatch protocol.

Advanced Life Support – Level 1 – ALS1 is the transportation by ground ambulance vehicle and the provision of medically necessary supplies and services including the provision of an ALS assessment or at least one ALS intervention in the context of an emergency response. The determination to respond emergently with an ALS ambulance

must be in accord with the local 911 or equivalent service dispatch protocol. This Advanced Life Support intervention must be performed by a Paramedic

Advanced Life Support – Level 2 – ALS2 is the transportation by ground ambulance vehicle and the provision of medically necessary supplies and services including (1) at least three separate administrations of one or more medications by intravenous push/bolus or by continuous infusing (excluding crystalloid fluids) or (2) at least one of these ALS@ procedures: Manual defibrillation/ cardioversion; Endotracheal intubation; Central venous line; cardiac pacing; Chest decompression; Surgical airway; or Intraosseous line.

Most jurisdictions utilize a third party billing contract to manage the program. The contractor provides all administrative functions and handles all correspondence related to billing for patients and insurance companies. Additional work required by the fire department is minimal and typically only involves oversight of the contract and obtaining minimal personal information about the patient.

Proposal

MED3000 will receive a minimum of 4% percent of the amount collected per transport with the rate revisited each year. If the average of the amount actually collected per transport (excludes the amount not reimbursed by Medicare, Insurance Company, etc.) exceeds the 4% threshold, the additional percentage will be invoiced as a “bonus”. The rate then returns to 4% for the next year, and the process repeats. The thresholds are:

Average Transport Cost	Fee %
\$359.99 or below	4.00%
\$360.00 to \$373.99	4.50%
\$374.00 and above	4.75%

For example, Montgomery County with somewhat comparable fees recently experienced average transport costs of only \$270. The initial term of the agreement shall be for two (2) years, beginning on July 1, 2015 and concluding on June 30, 2017. Baltimore County will have the right to renew the Agreement for up to three (3) additional one-year terms under the same conditions.

Baltimore County citizens will not be personally responsible for payment under this Agreement; only the citizen’s private health insurance company, Medicare, or Medicaid will be invoiced. Non County residents will be billed for the portion of the fees not covered by the insurance company, etc.

Transports that are deemed BLS (Basic Life Support) will be billed at a \$700 per transport, transports that are deemed ALS 1 (Advanced Life Support) will be billed at \$700 per transport, and transports that are deemed ALS 2 (Advanced Life Support) will be billed at \$750 per transport. MED3000 will determine the billing level based upon the information Baltimore County or the respective hospital provides to them. In addition, the citizen’s private health insurance company, Medicare, or Medicaid will be billed \$10/per mile of transport. There will be no charge to Baltimore County for any services provided with respect to start-up and implementation of the program. It is estimated that the fee, with approximately 85,000 medical transports per year in Baltimore County, could generate \$26 million per year.

Frequently Asked Questions

What are the charges for EMS (Emergency Medical Services) transport?	<i>For County citizens, taxes paid will be considered as payment for any portion of the fee that is not covered by insurance. Those residing outside the County will be billed for balances due.</i>
What information will EMS responders need to obtain?	<i>EMS responders will obtain authorization to bill the patient’s insurance and permission to transport. Provisions are made for an unconscious patient or one who needs an authorized representative.</i>
How will insurance information be obtained?	<i>EMS responders will not seek patient insurance information at the time care is provided. After transport, MED3000 will work with the receiving hospital to obtain the necessary information. If there is any missing or invalid data, MED3000 may contact the transported patient but this is not a bill or request for payment!</i>

Will I have to pay for the service at the time it is provided / rendered?	<i>No payment will be expected at the time of transport and all persons will be transported regardless of insurance coverage or their ability to pay.</i>
I am a County resident and I do not have insurance of any kind. Will I receive a bill?	<i>You will not receive a bill. No person will ever be denied EMS transport regardless of their ability to pay. If there is no insurance coverage, taxes paid will be considered as payment of the charges to the County resident. The County will not collect any further sums from County residents. Non-County residents will receive invoices, and the County will attempt to collect the sums due.</i>
I am a County resident, but my insurance company will not pay for EMS transport. Will I be responsible for the bill?	<i>No. The payment of various taxes by County residents is considered their contribution toward the medical transport fee.</i>
Who will I call if I have a billing or insurance problem?	<i>MED3000 has customer service representatives to address billing and insurance questions through a toll-free number and the internet.</i>
What happens if I call 911 and do not need to be transported? Will I be billed?	<i>No. A fee will only be imposed if you are transported to a hospital. You will, however, be required to sign a refusal of care form releasing the medical providers and the County from any liability arising from your refusal to accept transport to the hospital.</i>
If I call 911 for someone else, am I responsible for any bill resulting from an EMS transport, even if I am not the person transported?	<i>No. The fee relates to the person who is transported by ambulance.</i>
How does this program help volunteer fire companies in the County?	<i>New funding made available through EMS transport billing will be placed in the General Fund. Monies from the General Fund are used to support volunteers by maintaining existing facilities, providing personal protective equipment and uniforms, fuel for apparatus and training. The County also contributes to the Length of Service Awards Program (LOSAP) providing volunteers with a small monthly stipend after 25 years of service. The Baltimore County Volunteer Firefighters Association and the Fire Department will work together to develop a revenue sharing program with the objective of eventually covering 100% of the volunteer companies' annual operating costs.</i>

FM-3 (Contract)

Council District(s) All

Office of Budget and Finance

Window Washing Services

The Administration is requesting approval of a contract with High-Tek Summit Window Cleaning, Inc. (High-Tek) to provide window cleaning services at various County-owned and/or operated facilities. The contract commences upon Council approval, continues for 1 year, and will automatically renew for four additional 1-year periods. Compensation may not exceed the amount appropriated for these services. Estimated compensation totals \$135,800 for the initial 1-year term and \$750,381 for the entire 5-year term, including the renewal periods.

Fiscal Summary

Funding Source	Initial Term	Total Compensation	Notes
County ⁽¹⁾	\$ 135,800	\$ 750,381	⁽¹⁾ General Fund Operating Budget.
State	--	--	⁽²⁾ Estimated compensation for the initial 1-year term. The contract does not specify a maximum compensation for the initial 1-year term. Compensation may not exceed the amount appropriated for these services.
Federal	--	--	
Other	--	--	
Total	<u>\$ 135,800</u> ⁽²⁾	<u>\$ 750,381</u> ⁽³⁾	⁽³⁾ Estimated compensation for the entire 5-year term, including the renewal periods. The contract does not specify a maximum compensation for the entire 5-year term.

Analysis

The contractor will furnish all labor, materials, equipment, supervision, tools, and cleaning supplies to clean all interior and exterior windows, glass doorways, and lights on both the inside and outside of various County-owned and/or operated facilities on both a regular schedule (semi-annually) and on an as-needed basis. The County reserves the right to alter the number of

cleanings and to increase the number of facilities to be cleaned at any time during the contract period.

Unit prices range from \$150 (Arbutus Community Center) to \$5,600 (County Courts Building, Jefferson Building) for semi-annual cleaning services, depending on the building. A total of 41 buildings are expected to be serviced including 17 County libraries.

The contract commences upon Council approval, continues for 1 year, and will automatically renew for four additional 1-year periods 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 or the entire 5-year term, including the renewal periods. Rather, the contract states that "The total compensation paid to the Contractor under this Agreement for each and any fiscal year thereafter shall be equal to the total of the dollar amount of funds appropriated to provide these services for each fiscal year." Estimated compensation totals \$135,800 for the initial 1-year term and \$750,381 for 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 as a negotiated procurement after a competitive procurement process yielded only one responsive bid from two bids received. The responsive bidder withdrew its bid and the Office of Budget and Finance, Purchasing Division negotiated the contract with High-Tek (who was considered non-responsive for failure to properly complete the required Minority Business Enterprise (MBE) documents) once all of High-Tek's MBE documents were properly submitted.

On April 18, 2011, the Council approved a similar 5-year contract with Trident Services not to exceed \$127,034. The Office of Budget and Finance, Property Management Division advised that the contract was terminated on April 17, 2015 at the contractor's request and that no other contractors have provided this service since the termination of the contract. Expenditures under

this contract totaled \$66,150. The Property Management Division also advised that Trident Services previously provided window washing services for the County libraries.

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 Planning

Consulting Services

The Administration is requesting approval of a contract with Sage Policy Group, Inc. to analyze methodologies used to develop Baltimore County Public Schools' 10-year student enrollment projections. The contract commenced May 15, 2015, continues through August 31, 2015, and may not exceed \$25,000 unless approved by the Council. If approved, the contract will continue through June 30, 2016, with the option to further extend the term an additional 90 days. Compensation may not exceed \$57,000 for the entire 1-year and 4½-month term, including the extension period. See Exhibit A.

Fiscal Summary

Funding Source	Maximum Compensation	Notes
County ⁽¹⁾	\$ 57,000	⁽¹⁾ Capital Projects Fund (PAYGO).
State	--	⁽²⁾ Maximum compensation for the entire 1-year and 4½-month term, including the extension period.
Federal	--	
Other	--	
Total	<u>\$ 57,000</u> ⁽²⁾	

Analysis

The Department advised that the contractor will conduct an analysis of the methodology for calculating 10-year enrollment projections for each of the Baltimore County Public Schools (BCPS), including public charter schools. The student enrollment projections, which are developed by region, level, grade, and school, are utilized for capital expenditure planning (e.g., seat capacity and facilities maintenance). The contractor will conduct the analysis in two phases.

The Department advised that during Phase I, the contractor will provide a recommended methodology for the best forecasting techniques to be used in developing future 10-year enrollment projections. In formulating the recommended methodology, the contractor will review the last two methodologies used by BCPS, review methodologies and best practices from educational systems around the country, and review available literature on the subject. The contractor will provide a 25-30 page report no later than August 31, 2015.

During Phase II, the contractor will deliver a report providing 10-year enrollment projections for each BCPS school with an explanation of the methodology used to determine the projections. Phase II will be completed within 10 weeks of the completion of Phase I.

The contract commenced May 15, 2015, continues through August 31, 2015, and may not exceed \$25,000 unless approved by the Council. If approved, the contract will continue through June 30, 2016, with the option to further extend the term an additional 90 days on the same terms and conditions. Compensation may not exceed \$57,000 for the entire 1-year and 4½-month term, including the extension period. Additionally, compensation is limited to \$23,000 for work completed during Phase I, including the completed Phase I report, plus \$2,000 for each appearance required to present the Phase I report and recommendations. Compensation is limited to \$22,000 for work completed during Phase II, including the completed Phase II report and one presentation, plus \$2,000 for each additional appearance required to present the Phase II report. The Department advised that as of June 19, 2015, there have been no expenditures under this contract.

The contract was awarded on a noncompetitive basis. The Department advised that the contractor is familiar with forecasting techniques and has performed other work for Baltimore County, including contributing to the BCPS Northwest Planning Region Economic & Residential Development Forecast Study in July 2012. The Department further advised that the contractor's knowledge of County demographics, local government, and BCPS solely qualify the contractor to perform the analysis in the required time frame.

FM-7 on this agenda is an approximate 3-year and 11-month contract not to exceed \$25,600 with Sage Policy Group, Inc. to provide economic analysis, personal income forecasting, and discussion facilitation services for the Council's Spending Affordability and Economic Advisory Committees.

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...."

Executive Summary

Baltimore County Public Schools (BCPS) annually produces enrollment projections for the next 10 years after the September 30th head counts are completed. The enrollment projections are made for each school in the system. Baltimore County Government (BCG) and BCPS use the 10 Year Enrollment Projections to plan for capital expenditures that address seat capacity and maintenance of facilities. BCG spends approximately \$85M each year on capital needs for schools, which the state supplements with approximately \$40M each year. Two different methodologies have been used within the last year for the 10 Year Enrollment Projections. There are wide variations between the two methodologies in specific schools and at different school levels, which creates difficulty in planning for the appropriate capital expenditures. This contract will fund a study to analyze the changed enrollment projection methodology and recommend using or changing the new methodology for future enrollment projections for planning purposes.

FM-5 (4 Contracts)

Council District(s) All

Department of Public Works

On-Call Stormwater Engineering Services

The Administration is requesting approval of four contracts to provide on-call stormwater civil engineering services, including National Pollutant Discharge Elimination System (NPDES) and Total Maximum Daily Load (TMDL) design services, throughout the County. The four contractors are: AKRF, Inc./Whitney Bailey Cox & Magnani, LLC, A Joint Venture; Gannett Fleming, Inc./Wallace Montgomery, LLP, A Joint Venture; Parsons Brinckerhoff, Inc./Century Engineering, Inc., A Joint Venture; and McCormick Taylor, Inc. The contracts commence upon Council approval, continue for 3 years, and will automatically renew for two additional 1-year periods. The contracts do not specify a maximum compensation for the initial 3-year term. Compensation for all four contractors combined may not exceed \$16.0 million (\$4.0 million each) for the entire 5-year term, including the renewal periods. See Exhibit A.

Fiscal Summary

Funding Source	Combined Maximum Compensation	Notes
County ⁽¹⁾	\$ 16,000,000	⁽¹⁾ Capital Projects Fund (Stormwater Remediation Fees). ⁽²⁾ Maximum compensation for all four contractors combined (\$4.0 million each) for the entire 5-year term, including the renewal periods. The contracts do not specify a maximum compensation for the initial 3-year term.
State	--	
Federal	--	
Other	--	
Total	\$ 16,000,000 ⁽²⁾	

Analysis

The contractors will provide stormwater civil engineering services, including NPDES and TMDL related design services, on an on-call basis throughout the County. The contractors will be used

primarily for TMDL-driven design projects, including storm drains and stormwater management design; site design, redevelopment and development, for implementation of TMDL reduction compliant stormwater management; drainage design; environmental permitting; utility design; and structural design. The contractors may also be used for related activities such as preliminary studies, cost estimates, construction phase engineering support services, surveys, and geotechnical work.

The Department advised that these services are needed to continue the implementation of the County's Watershed Implementation Plan (WIP), which governs the County's management and reduction of stormwater runoff pollutant levels, and to help the County meet its permit requirements and other environmental standards, such as those established in 2012 under the State's Stormwater Management Watershed Protection and Restoration Program.

The contracts commence upon Council approval, continue for 3 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 3-year term. Compensation for all four contractors combined may not exceed \$16.0 million (\$4.0 million each) for the entire 5-year term, including the renewal periods.

Services will be performed at the engineers' 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 December 5, 2014, the Professional Services Selection Committee (PSSC) selected the 4 contractors from 28 responsive submittals based on qualifications and experience.

In addition to these contracts, the Department advised that the contractors currently provide various other types of civil engineering services for the County under separate contracts as follows:

<u>Contractor</u>	<u>Number of Additional Contracts</u>
Gannett Fleming, Inc.	5
Wallace Montgomery & Associates, LLP	4
Whitney Bailey Cox & Magnani, LLP	4
Century Engineering, Inc.	3
McCormick Taylor, Inc.	2
Parsons Brinckerhoff, Inc.	2

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....”

NOTE: This Executive Summary applies to all four contractors.

Exhibit A
FM-5
(page 1 of 2)

Executive Summary

The County has identified the need to expand and enhance on its abilities to perform necessary duties on behalf of the citizens of Baltimore County. These goals are relates to technical, environmental and design services supporting the achievement of Watershed Implementation Plan (WIP) goals and other associated environmentally-based objectives.

The County desires to utilize the selected consultants to facilitate the design, review, enhancement and development of technical resources that will allow the County to meet its goals and objectives in an efficient and productive manner. Therefore, professional services are needed for On Call Civil Engineering / NPDES and TMDL related Design Services. The primary use of the Whitney-Bailey-Cox-Magnani + AKRF JV contract will be for TMDL driven design projects, but could be used for related activities. Such related activities may include, but may not be limited to, preliminary studies (reports and recommendations), cost estimates, construction phase engineering support services, surveys, geotechnical work, etc. These On-Call assignments may include:

Storm Drains and Storm Water Management Design

- Storm drains upgrades to include new storm drains structures
- Restoration and environmental enhancement of existing storm drainage networks
- Outfall stabilization and drainage channels retrofits using stream restoration and regenerative conveyance practices
- Incorporation of SWM ESD BMP's in storm drainage networks
- New curb, gutter, sidewalk and resurfacing using classic or alternative surfaces
- Redesign of parking and bicycle lanes to enhance NPDES compliance and reduce TMDL's in receiving tributaries
- Traffic calming devices (bump-out's, pedestrian refuge islands, etc.) and incorporation of such features in integrated runoff treatment solutions
- Demolition and/or conversion of existing impervious surfaces
- Water quality retrofits of existing storm water management practices

Site Design, re-development and development, for implementation of TMDL reduction compliant SWM

- Redesign and/or design of paved surfaces to enhance NPDES compliance and reduce TMDL's in receiving tributaries

- Redesign/design of County owned sites to maximize runoff quality enhancement
- Incorporation of advanced, ESD compliant practices and techniques, in site development/redevelopment, above and beyond minimum management requirements
- Sustainable planting design for urban environments
- Development of compliance documentation for varied permits deriving from TMDL related legislation and regulation
- Resurfacing using classic or alternative surfaces
- Demolition and/or conversion of existing impervious surfaces
- Water quality retrofits of existing storm water management practices

Drainage Design- drainage systems, sediment and erosion control design, storm water management systems, environmental site design, stream restoration

Environmental Permitting – local, state and federal environmental permitting.

Utility Design- water, sewer, gas and storm drain relocation design and coordination with outside utility companies

Structural Design- Analysis, design, construction document development of existing and proposed vehicular and pedestrian bridges, culverts, retaining walls and other miscellaneous structures. As related to site work, structural design may also involve development of containment solutions such as (but not limited to) construction materials containment bins / buildings, underground or above ground tanks, etc. Implementation of ESD practices may also require structural work for green roofs, ESD practices behind retaining walls, retaining wall design, end walls, etc.

The consultant will function as a joint venture (JV) between Whitney, Bailey, Cox & Magnani (WBCM) and AKRF Design and was selected via the PSSC process. This JV is one of the four selected consultants, with an upset limit of \$4,000,000.00 over 5 years.

Prepared by: Department of Public Works

FM-6 (Contract)

Council District(s) 5

Department of Permits, Approvals and Inspections

Parking at Drumcastle Center

The Administration is requesting approval of a parking agreement with St. Pius X Roman Catholic Congregation, Inc. and the Roman Catholic Archbishop of Baltimore for the access and use of 47 parking spaces (33 existing and 14 additional spaces to be constructed and paved by the County) at property located at 6428 York Road; the temporary parking spaces will be used by Drumcastle Government Center employees while the County replaces the existing parking garage at that site. The contract commences upon Council approval, continues for 3 years, and may be renewed for two additional 1-year periods. Compensation for the initial 3-year term may not exceed \$90,000 (\$30,000 annually). Estimated compensation totals \$154,236 for the entire 5-year term, including the renewal periods. See Exhibit A.

Fiscal Summary

Funding Source	Initial Term	Total Compensation	Notes
County ⁽¹⁾	\$ 90,000	\$ 154,236	⁽¹⁾ Capital Projects Fund.
State	--	--	⁽²⁾ Maximum compensation for the initial 3-year term.
Federal	--	--	⁽³⁾ Estimated compensation for the entire 5-year term, including the renewal periods, including increases in annual parking fees of 6% and 2% for the first and second renewal periods, respectively.
Other	--	--	
Total	<u>\$ 90,000</u> ⁽²⁾	<u>\$ 154,236</u> ⁽³⁾	

Analysis

St. Pius X Roman Catholic Congregation, Inc. and the Roman Catholic Archbishop of Baltimore will grant the County the right to use a portion of its property located at 6428 York Road;

specifically, 33 existing parking spaces and 14 additional spaces will be constructed and paved by the County. The property will be used as temporary parking by Drumcastle Government Center employees while the County demolishes and replaces the existing parking garage at Drumcastle. The Office of Budget and Finance, Property Management Division advised that construction of the new temporary parking spaces will begin in early August and should be completed in late August. The Division further advised that construction of the new Drumcastle parking structure is anticipated to take a minimum of 3 years.

Any required maintenance, repair, reconstruction, or resurfacing to the property beyond normal wear and tear will be performed by the Church at the County's expense. At the end of the term, St. Pius X may request the County to restore the 14 parking spaces to the condition that existed prior to construction, at the County's expense. In the event of inclement weather while County vehicles are parked on the premises, the Church may request the County to provide snow removal and salting should the Church's snow removal contractor be unable to provide the services.

The contract commences upon Council approval, continues for 3 years, and may be renewed for two additional 1-year periods. Compensation for the initial 3-year term may not exceed \$90,000 (\$30,000 annually). The contract provides that the contractor may adjust the annual parking fees by 6% for the first renewal period and by an additional 2% for the second renewal period. Estimated compensation totals \$154,236 for the entire 5-year term, including the renewal periods. Either party may terminate the agreement by providing 90 days prior written notice.

The Department of Permits, Approvals and Inspections – Real Estate Compliance Division advised that the proposed contract will supersede a temporary parking agreement between St. Pius X and the County that was expected to commence by July 20, 2015 and expire September 30, 2015. The Department advised that the temporary agreement was put in place due to urgency and the timing of Council agenda cycles. The proposed agreement will extend the County's right to use the 33 existing and 14 additional constructed parking spaces for a 5-year term.

County Charter, Section 715, requires Council approval for leases of real or leasehold property in excess of \$25,000 in the aggregate.

EXECUTIVE SUMMARY

PROGRAM TITLE: Parking Agreement (RW 2015-007, Item 6)

PROJECT NO.: 210-0036-1156

FISCAL MATTER: Parking Agreement

PROPERTY OWNERS: St. Pius X Roman Catholic Congregation, Inc. and
Roman Catholic Archbishop of Baltimore

LOCATION: 6428 York Road
Baltimore, Maryland 21212

CONSIDERATION: Baltimore County is to pay \$30,000.00 annually, which shall
be paid in equal monthly installments of \$2,500.00 for the
first 3 years of the Initial Term. The first Renewal Period
shall increase by 6% annually and the second Renewal Period
shall increase by 2% annually.

PURPOSE OF PROJECT: To acquire temporary parking spaces for employees at
Drumcastle Center while the County demolishes the
existing parking structure at the Drumcastle building and
replaces the parking at that site.

LIMITS OF PROJECT: A Three (3) year initial agreement with the option to renew
for two (2) consecutive one (1) year terms for the property
located at 6428 York Road, Baltimore, Maryland 21212.

Prepared by: Department of Permits, Approvals &
Inspections

FM-7 (Contract)

Council District(s) All

Office of the County Auditor

Consulting Services – County Council

FM-7 is a contract with Sage Policy Group, Inc. to provide economic analysis, personal income forecasting, and discussion facilitation services for the Council’s Spending Affordability and Economic Advisory Committees. The contract commences upon Council approval and continues through June 30, 2019. Compensation is limited to \$1,600 per quarter and may not exceed \$25,600 for the entire approximate 3-year and 11-month term.

Fiscal Summary

Funding Source	Maximum Compensation	Notes
County ⁽¹⁾	\$ 25,600	⁽¹⁾ General Fund Operating Budget. ⁽²⁾ Maximum compensation for the entire approximate 3-year and 11-month term. The contract limits quarterly compensation to \$1,600.
State	--	
Federal	--	
Other	--	
Total	\$ 25,600 ⁽²⁾	

Analysis

The contractor will provide quarterly economic reports for use by the Council’s Spending Affordability Committee (SAC), which is responsible for establishing a spending guideline that limits the rate of County spending to a level that does not exceed the rate of growth of the County’s economy. These reports will include estimates and forecasts of U.S., State, and County personal income, employment, and population data as well as recent trends in the County’s real estate market. In addition, the reports will provide an analysis of the national, state, and local economies and other data impacting County tax revenues. Further, the contractor will attend two to four SAC

meetings to present the economic analysis and personal income forecasting contained in the quarterly reports and will be available on an as-needed basis to assist the SAC.

The contractor will also provide economic briefing and discussion facilitation services for the Council's Baltimore County Economic Advisory Committee (BCEAC), which was established to provide practical assistance in advising the SAC on the state of the local economy. The BCEAC meets quarterly to discuss the state of the local economy and consists of nine members, including eight local area business representatives and a chairman who has expertise in the field of economics.

The contract commences upon Council approval and continues through June 30, 2019. Compensation is limited to \$1,600 per quarter (\$1,300 for the preparation and presentation of the quarterly report and \$300 for the BCEAC meeting facilitation). Compensation may not exceed \$25,600 for the entire approximate 3-year and 11-month term. The County may terminate the agreement by providing 60 days prior written notice.

The contractor has provided economic analysis and personal income forecasting services for the SAC since 2010, and Mr. Anirban Basu, Chairman and CEO of Sage Policy Group, Inc., has served as chairman of the BCEAC since 2002. The contract was awarded on a noncompetitive basis due to Mr. Basu's knowledge of Baltimore County, experience performing County-level economic analysis and personal income forecasting services, and history of serving as BCEAC chairman.

On December 19, 2011, the Council approved a 3-year and 6-month contract commencing January 1, 2012 with Sage Policy Group, Inc. to provide economic analysis and personal income forecasting services for the SAC. On April 2, 2012, the Council approved an amendment to the contract, increasing quarterly compensation by \$275 (from \$1,250 to \$1,525) and total maximum compensation by \$3,575 (from \$17,500 to \$21,075) in order to incorporate professional services rendered by the contractor on behalf of the BCEAC; \$20,525 was expended under this contract.

FM-4 on this agenda is a 1-year and 4½-month contract not to exceed \$57,000 with Sage Policy Group, Inc. to analyze methodologies used to develop Baltimore County Public Schools' 10-year student enrollment projections.

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...."

MB-2 (Res. 55-15)

Council District(s) 5

Mrs. Bevins (By Req.)

Department of Economic and Workforce Development

Refunding Revenue Bonds – Loyola High School

This resolution authorizes the issuance of Baltimore County revenue bonds in an amount not to exceed \$14.5 million on behalf of The Loyola High School of Baltimore, Inc., located at 500 Chestnut Avenue in Towson. The bonds will be used to refinance existing Baltimore County Series 2010 revenue bonds and finance issuance costs related to the transaction. See Exhibit A.

Fiscal Summary

The County will earn an annual fee of 1/8 of 1% on the outstanding balance of the bonds. The Loyola High School of Baltimore, Inc. will pay all debt service related to the bonds. The County does not incur any liability nor pledge its full faith and credit for the bonds.

Analysis

The Loyola High School of Baltimore, Inc. is a private Catholic college preparatory school for boys in grades 6 through 12. The school occupies an area of approximately 33.1 acres. Loyola expects enrollment to decline from 962 students to 961 students and employment to remain constant at 165 personnel. The current annual payroll totals approximately \$9.8 million.

Proceeds of the bond sale will be used to refinance approximately \$14.1 million in outstanding Baltimore County revenue bonds that were issued on behalf of Loyola by the County in January 2010. Proceeds of the bond sale will also be used to pay expenses related to the sale and issuance of the bonds.

The County does not incur any liability by approving this resolution nor does it pledge its full faith and credit. Loyola will repay the principal and interest on the bonds. All costs incurred by, or on behalf of, the County in connection with the issuance, sale, delivery, and administration of the bonds, and the making of a loan, including the bond counsel fees, are the responsibility of Loyola. (Revenue bonds result in lower interest rates to the borrower since they are generally tax-exempt.)

The Department advised that the bonds, once issued, will be purchased by First National Bank. The bonds will be entirely tax-exempt. The bonds will have a term of 15 years with a projected fixed cost of borrowing to the school of 3.11%. The County will earn an annual fee of 1/8 of 1% on the outstanding balance of the bonds. Settlement is expected to take place on August 31, 2015. Bond counsel for this transaction is Miles & Stockbridge P.C.

The Maryland Economic Development Revenue Bond Act (Annotated Code of Maryland, Economic Development Article, Title 12, Subtitle 1, Sections 12-101 to 12-118) allows counties to issue economic development revenue bonds for various purposes including encouraging the increase of industry, relieving unemployment, and promoting economic development. The bond proceeds may be used to finance or refinance the costs of acquiring a facility or to refund outstanding bonds. The proceeds may also be used to pay expenses related to the sale and issuance of the bonds, to fund reserves, and to pay interest with respect to the financing. The Act provides that a legislative body of any county may adopt a resolution to authorize the issuance of bonds by the county.

The Department advised that in accordance with U.S. Code Section 147(f)(2)(D), a public hearing is not required for this transaction because the bond issuance is a refunding of a previously authorized transaction for which a public hearing was held, and the County does not intend to extend the average maturity date of the bonds.

On December 20, 1999, the Council approved a resolution authorizing the issuance of up to \$10 million in revenue bonds on behalf of Loyola for the construction of an athletic facility and a student commons building. On July 6, 2010, the Council approved a resolution authorizing the issuance of up to \$17 million in revenue bonds on behalf of Loyola to refinance the outstanding balance of the Baltimore County Series 1999 revenue bonds (\$8.4 million) and finance the renovations of three campus buildings (\$8.6 million).

Executive Summary

Loyola High School

Work session- July 28, 2015
Council Session- August 3, 2015

Loyola High School is requesting that Baltimore County issue up to \$14.5 million in Refunding Revenue Bonds on behalf of the high school. Proceeds of the bonds will be used to refinance the existing 2010 Baltimore County Revenue Bond that has an approximate balance of \$14.1 million.

*** Baltimore County does not incur any financial liability as a result of the issuance of the tax-exempt bonds.**

Project Description:

Loyola High School is an all boys school, with grades 6-12. The school is located on 33.1 acres at Charles Street and Chestnut Avenue.

<u>Current Enrollment:</u>	962	<u>Projected:</u>	961
<u>Current Employment:</u>	165	<u>Projected:</u>	165
<u>Projected Interest Rate:</u>	3.11		
<u>Bond Counsel:</u>	Fran Critzman		
<u>Lender:</u>	First National Bank		
<u>Representative from Loyola:</u>	Daniel Cummings- Director of Finance Loyola		

MB-3 (Res. 56-15)

Council District(s) 4

Mr. Jones

Planned Unit Development – Red Run Station

Resolution 56-15 approves the review of a proposed Planned Unit Development (PUD) in the 4th 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 & 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 Owings Mills Investment Properties II, LLC for approval of a 2.825-acre site on Red Run Boulevard to be developed as a general development PUD to be known as Red Run Station. The PUD proposes the development of a residential apartment community with 72 units.

The community benefit provided by the applicant will consist of a capital improvement benefit of \$20,000 in compliance with Section 32-4-242(b)(6)(iii) of the Baltimore County Code for on-site amenities such as a gazebo, picnic area and dog park, and for off-site improvements to the Red Run Stream Valley Trail, which will include bike stations at the head of the trail across the street from the site and at the head of the trail farthest away from the site as well as a crosswalk from the site to the trail.

Resolution 56-15 will be forwarded to the Departments of Planning and PAI.

MB-4 (Res. 57-15)

Council District(s) 4

Mr. Jones

Planned Unit Development – Quarry Place

Resolution 57-15 approves the review of a proposed Planned Unit Development (PUD) in the 4th 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 & 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 Beazer Homes Corporation for approval of an 18-acre site at Franklin Boulevard and Nicodemus Road to be developed as a general development PUD to be known as Quarry Place. The PUD proposes the development of a 70,000 sq. ft. retail/commercial “village center.”

The applicant will provide a capital improvement benefit of \$35,000 for improvements to support recreational activities and site amenities at Kiwanis Park. Kiwanis Park is located within the 118+ acre Quarry Place property and is to be conveyed to Baltimore County Department of Recreation and Parks for use as a public park. The types of improvements being considered include a place name/welcome sign for “Kiwanis Park,” benches, bleachers, soccer goals, sporting equipment, and/or a storage shed.

Resolution 57-15 will be forwarded to the Departments of Planning and PAI.

BALTIMORE COUNTY COUNCIL
NOTES TO THE AGENDA
APPENDIX A

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

TO: Fred Homan
Administrative Officer

DATE: 6/17/15

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

**COUNCIL MEETING
DATE:** 8/3/15

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 8060 Verizon – Ensor Road Bridge, Verizon Facilities Relocation, 13049 BX0

This purchase order represents relocation of distribution facilities on Ensor Road Bridge No. B-0158 Repl. under Capital Improvement Contract 13049-BX0. Verizon owns the distribution facilities and is the only source for this relocation work.

Amount Total: \$32,776.16
Award Date: 06/12/15

PO 8002 Schneider Electric Buildings And Critical Systems Inc. – Portable Observation Devices, Cameras & Photo Cell Switches

This purchase order is for eight (8) Portable Observation Devices (PODS), Cameras and Photo Cell Switches for the Technology and Communications Section of the Baltimore County Police Department. The Purchase Order includes one (1) routine maintenance service and one (1) year warranty on all material and workmanship.

As state in Chief James Johnson's memo dated March 23, 2015, the PODS and photo cell switchers are proprietary to Schneider Electric. No other camera system has the same degree of capability in viewing and transmitting the data for the Police Department. In addition, the Photo Cell Switches on the devices will allow greater flexibility in deployment and will be able to run continuously during both day and night without personnel having

to manually operate at each deployment. The photo cell switches will manage the light source for sunlight changes.

Amount: \$151,315.00
Award Date: 06/12/15

MA 2973 Arrow International – Intraosseous Needles and Stabilizers for Fire Department EMS

This Master Agreement is for Intraosseous needles, stabilizers and accessories for the Baltimore County Fire Department EMS unit.

As stated in Chief John Hohman's justification memo dated May 21, 2015, these specialty needles are used to establish access into the bone marrow channel for critically ill and injured patients.

Arrow International is the sole manufacturer of these intaosseous infusion products and no other product is currently available.

Amount: Estimated amount of this five year MA \$40,000.00
Award Date: 6/12/15

c: M. Field
T. Peddicord
L. Smelkinson

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

TO: Fred Homan
Administrative Officer

DATE: 6/25/15

FROM: Keith Dorsey, Director 
Office of Budget & Finance

**COUNCIL MEETING
DATE:** 8/3/15

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 8150 Popowski Brothers Inc dba PBI Restorations. – Gwynn Oak Park Tenant House

This order is for emergency water damage mitigation and repairs at the Gwynn Oak Park Tenant House. As indicated in George Klunk's memo, approved by OBF Director Keith Dorsey on 6/15/15, PBI Restoration responded to an emergency to mitigate water damage and make repairs in the Tenant House at Gwynn Oak Park, resulting from extreme cold causing pipes to freeze and burst, flooding the structure.

Amount Total: \$30,221.25
Award Date: 06/24/15

PO 8118 Smiths Detection Inc. – X-Ray Scanner, Service Agreement, FY 15

This contract is for a maintenance agreement for two (2) x-ray scanners used by the Sheriff's Department to check purses, bags and packages of visitors entering the Circuit Court Building.

As indicated in Sheriff R. Jay Fisher's approved sole source memo dated June 2, 2015, Smiths Detection, Inc. is the sole provider for replacement parts and is the sole carrier of a Safety Act Certification for servicing Smith Detection equipment. This order is a sole source maintenance agreement that will cover both x-ray scanners for five years.

Amount: \$39,412.00
Award Date: 06/24/15

c: M. Field
T. Peddicord
L. Smelkinson