

**BALTIMORE COUNTY COUNCIL
NOTES TO THE AGENDA
LEGISLATIVE SESSION 2023**

*Issued: March 23, 2023
Reissued: March 28, 2023
Work Session: March 28, 2023
Legislative Day No. 8: April 3, 2023*

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



OFFICE OF THE COUNTY AUDITOR

BALTIMORE COUNTY COUNCIL

April 3, 2023

NOTES TO THE AGENDA

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**AGENDA
BALTIMORE COUNTY COUNCIL
LEGISLATIVE SESSION 2023, LEGISLATIVE DAY NO. 8
APRIL 3, 2023 6:00 P.M.**

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

Page

CALL OF BILLS FOR FINAL READING AND VOTE

COUNCIL

1 Bill 11-23 – Mr. Marks – Zoning Regulations – Honeygo Overlay District

LAWRENCE RICHARDSON, DEPUTY DIRECTOR, F&A, DEPARTMENT HEALTH & HUMAN SERVICES

2 Bill 12-23 – Mr. Jones (By Req.) – CEB – Retail Flexible Funding Model Grant

APPROVAL OF FISCAL MATTERS/CONTRACTS

DEBRA SHINDLE, CHIEF, PROPERTY MANAGEMENT

5 1. Contracts – (2) – Mowing services – PM

STEVE LAFFERTY, DIRECTOR, DEPARTMENT OF PLANNING

18 2. Amendment to Purchase Order – The Nelson Ideation Group, LLC – Consulting services – Establishment of non-profit community development organization – Randallstown-Incorporate Liberty Road corridor-DP

D’ANDREA WALKER, DIRECTOR, DEPARTMENT OF PUBLIC WORKS & TRANSPORTATION

22 3. Contract–A. Morton Thomas and Associates, Inc.–Tier 2 on-call engineering transportation structural Design services-DPWT

JAMES BENJAMIN, COUNTY ATTORNEY, OFFICE OF LAW

27 4. Amendment to Contract – Baker, Donelson, Bearman, Caldwell & Berkowitz, P.C. – Legal services – LAW

LAWRENCE RICHARDSON, DEPUTY DIRECTOR, F&A, DEPARTMENT HEALTH & HUMAN SERVICES

* 5. Amendment to Contract – (12) – Prevention, early detection, diagnosis & treatment – Cancer Services-HHS

MISCELLANEOUS BUSINESS

COUNCIL

33 1. Correspondence - (a) (3) - Non-Competitive Awards (March 8, 2023)

31 2. Res. 4-23 – Councilmembers – Patoka & Ertel – Adoption of the Ruxton-Riderwood-Lake Roland Area Plan

3. Appointment – Mr. Ertel – Baltimore County Board of Appeals – Michael J. Stelmack, Esq.

4. Reappointment – Mr. Jones – Baltimore County Board of Appeals – Sharonne R. Bonardi, Esq.

Withdrawn 5. ~~Grant – Mr. Jones (By Req.) – Towson Chamber of Commerce, Inc. – Enhanced Security Grant~~

* Addendum

Bill 11-23

Council District(s) 5

Mr. Marks

Zoning Regulations – Honeygo Overlay District

Bill 11-23 amends two aspects of the district regulations for the Honeygo Overlay District. First, the bill amends the open space standard regarding the payment of a fee in lieu. Specifically, the bill would require a residential development in the Honeygo area within subdivisions located west of I-95 to provide open space that is internalized to their project and prohibit such developments from paying a fee in lieu of providing open space. Second, the bill prohibits panhandle lots in the entire Honeygo Overlay District. Under current law, panhandle lots are only permitted in the certain defined areas of the Honeygo district.

At the request of the bill's sponsor, the Council voted at its March 20, 2023 legislative session to extend the vote for Bill 11-23 to the April 3, 2023 legislative session.

With the affirmative vote of five members of the County Council, Bill 11-23 will take effect 14 days from the date of its enactment.

Bill 12-23 (Supplemental Appropriation)

Council District(s) All

Mr. Jones (By Req.)

Department of Health and Human Services

Retail Flexible Funding Model Grant

The Administration is requesting a supplemental appropriation of federal funds totaling \$26,500 to the Retail Flexible Funding Model Grant Gifts and Grants Fund program. The Department advised that the funds will be used primarily toward the salaries and benefits of three existing positions and for staff development in its Environmental Health Services Division’s Food Inspection Program in order to provide training and update regulations to ensure alignment with food service industry best practices. See Exhibit A.

Fiscal Summary

Funding Source	Supplemental Appropriation	Current Appropriation	Total Appropriation
County	--	--	--
State	--	--	--
Federal ⁽¹⁾	\$ 26,500	--	\$ 26,500
Other	--	--	--
Total	<u>\$ 26,500</u>	<u>--</u>	<u>\$ 26,500</u>

⁽¹⁾ National Environmental Health Association (NEHA) and U.S. Food and Drug Administration (FDA) funds. No County matching funds are required.

Analysis

The Department advised that its Environmental Health Services Division’s Food Inspection Program regulates and annually permits food service facilities and temporary events that operate within the County, and investigates food recalls and food-related complaints that may result in

foodborne illness(es) and/or foodborne outbreak(s). The Department further advised that the proposed grant funding will enable its Food Inspection Program to be aligned with voluntary standards created and endorsed by the National Environmental Health Association (NEHA) and the U.S. Food and Drug Administration (FDA) to assist food regulatory programs in enhancing the services they provide to the public. The Department noted that the NEHA, the FDA, and the Maryland Department of Health (MDH) play key roles in ensuring that the Division's Environmental Health Specialists have the required knowledge to regulate and inspect food service facilities. The Department further noted that it currently follows, and will continue to follow, the Baltimore County Code of Regulations and State regulations for its food inspections.

The Department plans to use the proposed \$26,500 supplemental appropriation toward funding the salaries and fringe benefits of three existing positions (one part-time (34 hrs./week) Environmental Health Technician and two full-time (35 hrs./week) Environmental Health Specialists) (\$11,800), staff development/training (i.e., travel costs to a mentor jurisdiction in New Jersey, attendance at year-end National Mentorship meeting, and online training courses) (\$14,000), and office supplies (\$700). The Department noted that because staff salaries and benefits were originally budgeted in the General Fund, there will be an associated General Fund savings.

The grant period is January 1, 2023 through December 31, 2023. No County matching funds are required.

With the affirmative vote of five members of the County Council, Bill 12-23 will take effect April 16, 2023.

Executive Summary

2023 Track 1 Development Base Grant in the **NEHA-FDA Retail Flexible Funding Model Grant Program**

The Baltimore County Department of Health is seeking an appropriation in the amount of \$26,500. This is a new grant funding stream that has not been awarded in prior fiscal years.

BACKGROUND

The Food Inspection Program within the Baltimore County Department of Health's (BCDH)/Environmental Health Services (EHS) regulates and annually permits food service facilities and temporary events that operate within Baltimore County. The food program investigates food recalls and food-related complaints which may result in foodborne illness(es) and/or foodborne outbreak(s). NEHA (National Environmental Health Association), FDA (U.S. Food and Drug Administration), and Maryland Department of Health (MDH) play a key role in ensuring Environmental Health Specialists have the required knowledge to regulate and inspect these food service facilities. Every retail food regulatory program needs to establish operational retail program plans that address the risk factors most commonly associated with foodborne illness in food establishments. With this in mind, nine standards were written that provide a framework designed to accommodate both traditional and emerging approaches to food safety.

These program standards, created and endorsed by NEHA/FDA, are known as the Voluntary National Retail Food Regulatory Program Standards. The Retail Program Standards are designed to help food regulatory programs enhance the services they provide to the public. The Program Standards should:

- Identify program areas where an agency can have the greatest impact on retail food safety
- Promote wider application of effective risk-factor intervention strategies
- Assist in identifying program areas most in need of additional attention
- Provide information needed to justify maintenance or increase in program budgets
- Lead to innovations in program implementation and administration
- Improve industry and consumer confidence in food protection programs by enhancing uniformity within and between regulatory agencies.

PURPOSE

The funding from this developmental base grant will allow our program to be in compliance with the Voluntary National Retail Food Regulatory Program Standards. Baltimore County Department of Health currently follows Baltimore County Code of Regulations and State Regulations for our Food Inspections. This Retail Program Standard sets a higher level to serve as a guide to regulatory retail food program managers in the design and management of a retail food regulatory program.

Funding will allow for equipment, supplies, personnel (no new positions), training, and mentee support from local health departments that have accomplished this Program Standard.

FISCAL

Funding \$26,500

NEHA-FDA to Baltimore County Department of Health

Prepared by: Department of Health and Human Services

FM-1 (2 Contracts)

Council District(s) All

Property Management

Mowing Services

The Administration is requesting approval of two contracts, with Classic Lawn and Landscape, Inc. and Lorenz Lawn and Landscape, Inc. dba Lorenz, Inc., to provide mowing services for various parkland, local open space, and County-owned facilities in the East-Central (Double Rock), West (Inwood), Eastern (Sparrows Point), and Central (Texas) regions of the County. Each contract commences upon Council approval, continues for 1 year, and will renew automatically for four additional 1-year periods with the option to extend the initial term or any renewal term an additional 120 days. The contracts do not specify a maximum compensation for the initial 1-year term. Compensation for both contractors combined may not exceed \$1,512,000 for the entire 5-year and 4-month term, including the renewal and extension periods. See Exhibit A.

Fiscal Summary

Funding Source	Combined Maximum Compensation	Notes
County ⁽¹⁾	\$ 1,512,000	⁽¹⁾ General Fund Operating Budget. ⁽²⁾ Maximum compensation for both contractors combined for the entire 5-year and 4-month term, including the renewal and extension periods. The contracts do not specify a maximum compensation for the initial 1-year term.
State	--	
Federal	--	
Other	--	
Total	<u>\$ 1,512,000</u> ⁽²⁾	

Analysis

The contractors will provide mowing services for various parkland, local open space, and County-owned facilities in the East-Central (Double Rock), West (Inwood), Eastern (Sparrows Point), and Central (Texas) regions (formerly referred to as “clusters”) of the County. Property Management advised that services are divided into regions based on geographic location. (See Exhibit B for

the sites to be serviced in each region.) The contractors will provide services such as trimming, edging, raking, litter removal, and sidewalk clearing. The contractors will furnish all labor, materials, tools, equipment, and supervision to perform the work.

Property Management advised that the contractors will employ a 14-day mowing cycle, which is anticipated to begin on or about April 15 and end by November 30, for a total of 13 to 17 mowing cycles during the mowing season. Property Management further advised that Classic Lawn and Landscape, Inc. will be responsible for the Inwood, Sparrows Point, and Texas regions at unit rates of \$4,284, \$1,858, and \$2,586, respectively, and Lorenz, Inc. will be responsible for the Double Rock region at a unit rate of \$6,275.

The contract provides that Property Management may alter the number of days between mowing cycles and schedule depending on weather or budgetary conditions. If additional mowing sites are added during the contract term, the contractor will be asked to provide a quote, which the County may accept or reject. The County may also remove mowing sites from the contract or reduce the mowing area of a contracted site.

Each contract commences upon Council approval, continues for 1 year, and will renew automatically for four additional 1-year periods with the option to extend the initial term or any renewal term an additional 120 days on the same terms and conditions, unless the County provides notice of non-renewal. The contracts do not specify a maximum compensation for the initial 1-year term. Compensation for both contractors combined may not exceed \$1,512,000 for the entire 5-year and 4-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 County awarded the contracts through a competitive procurement process based on low bid from 6 bids received; Property Management advised that one bid was deemed non-responsive. According to the bid documents, there was a 30% M/WBE participation requirement.

On March 5, 2018, the Council approved a 5-year and 3-month contract with Lorenz, Inc. (which commenced March 1, 2018) not to exceed \$1,740,574 for similar services. According to the County's financial system, as of March 13, 2023, expenditures/encumbrances under the contract totaled \$1,382,039. The County currently has 6 other contracts with Lorenz, Inc. and 6 other contracts with Classic Lawn and Landscape, Inc.

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

Property Management is requesting the approval of contracts for Classic Lawn and Landscape and Lorenz, Inc. to provide mowing services every fourteen (14) days for various locations throughout the County.

In no event shall the combined total compensation paid to all Contractors exceed the sum of One Million, Five Hundred and Twelve Thousand Dollars and Zero Cents (\$1,512,000.00) during the entire term of this Agreement, including renewals thereof. This Agreement shall be effective when it has been executed by the County and shall continue through one year (the "Initial Term"). The County reserves the right to automatically renew this Agreement for four (4) additional one (1) year renewal options on the same terms and conditions. The County shall have the option of extending this Agreement at the end of the Initial Term or any renewal term for an additional 120 days on the same terms and conditions.

This Agreement has a MBE/WBE goal of 30%.

Prior to the commencement of subsequent renewal terms, the County may entertain a request for an escalation in accordance with the current 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.

Prepared by: Property Management

Texas Cluster

<i>Address</i>	<i>Acreage</i>	<i>MaintStar ID</i>
Belfast Park perimeter - 611 Belfast Road	1.70	BELFASTPRK-MOW
18 1/2 Bon Oak Road	1.5	BONITGLYGA-MOW
Glyanita Circle & Bonfire Drive	1.6	BONITGLYNL-MOW
Rockland Hills Drive and Phaesant Cross Drive	0.34	BROOKFALLS TERRACE
Gwynnwest Road	2.29	CHARTEGWYN-MOW
Sacred Heart Lane	0.63	CHARTNSACR-MOW
SE corner of Greenspring Ave. & Ridge Road	3.10	CHESTNUTRI-MOW
Thorden Road	1.00	CRANDONLOS-MOW
Deanwood Road W. of Hillendale Road	0.07	DEANWOOD-MOW
Old Bosley Road	1.90	DULSPROLD8-MOW
Silver Fox Court	4.5	DULSPRSUGR-MOW
11120 GILROY ROAD	1.30	GILROY-MOW
Queens Ferry Road & Glendale Road	0.90	GLENDLQUEE-MOW
37 Railroad Avenue	0.80	GLYNDONPK-MOW
101 Chargeur Road & Chatsworth Avenue	0.10	GWYNFFPCHA-MOW
East Side Roaches Lane	0.90	HAMMERSHPK-MOW
11729 Terrytown Drive	3.00	HATHAWTERR-MOW
Mt. Carmel Road	3.10	SR-HEREFRD-MOW
Alley off Dalton Road	0.40	HILLEDDAL-MOW
8014 Hillendale Road	0.40	HILLPKHILL-MOW
#1223 BROOK HOLLOW ROAD,	2.5	HUNTCFBRHO-MOW
REAR 1302-1306 BROOK MEADOW DR	1.5	HUNTCFBRMD-MOW
BUCKLEY COURT, BTWN#'S 5-6	1	HUNTCFBUCK-MOW
Falkirk Road	1.10	IDLEWOODPK-MOW
12101 Dulaney Valley Road	1.00	LOCHRAVFIS-MOW
802 Overbrook	0.10	OVERBROOK-MOW
3101 Paper Mill Road	2.20	PAPERMLCTR-MOW
Morrislea Court	1.10	PELHMWDTOT-MOW
Linkside Road & rear of Pelham Wood	0.30	PELWDOSLIN-MOW
223 Wickersham Way	0.60	RAMSGTWICK-MOW
North East of 9500 Dolfield Road	0.30	REDRNGWPRK-MOW
N SIDE CEDARMERE CIRCLE,	0.40	REISWDNCMS-MOW
11 Jensen Lane	1.90	RICHARDBG-MOW
Robin Hood Circle at Ridervale Road	0.10	RIDERVLPK-MOW
N SIDE SEMINARY AVENUE	0.50	ROLRNGWSEM-MOW
7501 and 7905 Springway Road	1.10	ROLRNGWSRN-MOW
Marburg Manor	2.25	SEMOVERTHO-MOW
322 Worthington Road	2.10	SIXBTRWORT-MOW
Towsontowne Blvd. & Old Bosley Avenue	1.00	SOUTHLNDHL-MOW
274 1/2 Padonia road & Tyburn Court	0.20	SPRINGFDOS-MOW
Alley on W/S Winsford Road	0.31	STONERIDOS-MOW
Hammershire Road	0.90	SUBURBOSEM-MOW
Embleton Road	1.09	SUBURBOSGR-MOW

Texas Cluster (Continued)

<i>Address</i>	<i>Acreage</i>	<i>MaintStar ID</i>
Seminary Avenue W. of Valleyfield Road	0.40	TALLWOODDU-MOW
Allspice, Carissa & Rozina Courts	1.40	TIMGRVLROZ-MOW
531 1/2 Penny Lane	0.5	WARRNVLLOS-MOW
Morris Avenue @ East Park	1.00	WESTLUTHPK-MOW
18 and 22 Woodley Avenue	3.80	WOODLEY-MOW

60.18

Sparrows Point Cluster

<i>Address</i>	<i>Acreage</i>	<i>MaintStar ID</i>
581 47th street alley	0.10	47THSTALLY-MOW
115 East Avenue	0.10	115EASTAVE-MOW
North Point Road	0.1	ACQRANDMON-MOW
223 Baltimore Avenue	0.1	BMOREAVE
North Point Road	1	BATTACREPK-MOW
Between 4505 & 4509 Sandwood Road	2.6	BCHWOODLOS-MOW
730 Block Villager Circle	0.1	BOSTCTSLOS-MOW
Dundalk Ave., Bullneck Road & Northview Road	0.8	BULLNECK-MOW
Charlesmont Road	1.5	CHARLESMPK-MOW
Cornwall Court	1	CORNWALLCT-MOW
Alley on northside Nicolay Way	0.9	COUNTRYRPK-MOW
Alley off Seawall Road	0.6	DEEPCRVPK-MOW
Alley off Kavanaugh Road	1.6	DELRIOPK-MOW
Circle inside Keyway and Fairway	2.7	DUNDALKTRI-MOW
6600 North Point Road	0.4	EDGEMEREPK-MOW
East of 8708 Wise Avenue	1.4	EDGEPNTOS-MOW
Russ Ct. & Tall Oaks Rd.	0.3	ELSTNVILOS-MOW
Foxwood La. And Sugarwood Circle	1.7	FOXRIDGEPK-MOW
4315 Falls Park Road 21128	1	GUNPESTADD-MOW
1822 Kitty Hawk Road	0.3	KITTYHAWK-MOW
Alley off Lynch and Gray Haven Roads	0.5	LYNCHCVLOS-MOW
Mace Avenue and Wolfe Street	0.5	MACEAVE-MOW
N. Side Essex Ave. Opp. W. End Essex Sq	2	MACELEEOS-MOW
707 Margo Road	1.3	MANGARDMAR-MOW
7800 Dunmanway	0.2	MERRITPTPK-MOW
222 1/2 Antietam Road	0.3	MIDLBOLOS-MOW
Millers Island Road and Baylight	0.5	MILLISLPK-MOW
NW End of 1st Street	0.9	MILLISSHOR-MOW
Montrose Avenue	0.4	MONTFARMOS-MOW
Murray Point Road and Dundalk Avenue	4.4	PEACHORCPK-MOW
Renaissance Square Park 1625 Old Eastern Ave	3	RENSQUARE-MOW
609 Seena Road	0.8	RIVERSDSEE-MOW
7401 Holabird Avenue	1.3	SR-ATEAZE-MOW
600 Dorsey Avenue	0.5	SR-ESSEX-MOW
Alley off Damsel Road	0.3	WALNUTGROV-MOW
7894 Dundalk Avenue	6.4	WATERSEDCC-MOW2
Left of 140 Orville Road	1.6	WATERVIEW-MOW

Double Rock Cluster

<i>Address</i>	<i>Acreage</i>	<i>MaintStar ID</i>
NORTHWEST END OF ANDREA AVENUE AND RIGHT AILE	0.6	AEROACTOT-MOW
NORTHWEST END OF ANDREA AVENUE	0.3	ANDREATOT-MOW
Balder Avenue	0.40	BALDERTOT-MOW
CHESACO AVENUE & I - 695	0.8	BATAVIAPK-MOW
3 Pacels, by Magledt Rd & Brit	0.5	BRITIVLOS-MOW
BETWEEN FIELDCHAT ROAD & FIELD GREEN ROAD, Right of #9019	0.4	BROOKHFIEL-MOW
Satyr Hill Rd. & Carriage Walk Ct.	1.00	CARRWALKOS-MOW
HOLLY HUNT ROAD, RIGHT OF #518	0.1	CARRWMNHOL-MOW
SW SIDE NOLLMEYER RD. & HUNTING FIELDS RD	1.5	CARRWMNNOL-MOW
SOUTHWEST END OF UTRECHT ROAD	0.5	CEDONIAPK-MOW
FOUR MILL ROAD	0.7	CHAPMANFOU-MOW
PERRY HALL BLVD. && ODE COURT	1.25	CHAPMANPER-MOW
S SIDE RADECKE AVE., 400' E OF	0.6	CHESHTSRAD-MOW
Southwest end of Pinecone Court	0.60	CHIPPENPIN-MOW
Island between Teakwood, Pearwood & Ebony Rds. & Bc Alley behind Cynthia Terrace at Radeke, 19 BOYMANS CT (OFF ALLEY)	2.30	CHIPPENTEA-MOW
529 DARKHEAD ROAD		DARKHEADPK-MOW
Island in Center of Dawnvale Road	0.4	DAWNVLDAWN-MOW
5915 Allender Rd, White Marsh 21162	5	DAYSCOVEPK-MOW
W END OF JARWOOD ROAD	0.8	DEERBRNJAR-MOW
LEFT OF 6550 RIDGEBORNE DR.	0.2	DEERBRNRDS-MOW
S SIDE ROSS RIDGE ROAD, Bideford Court, Between 27 & 52	0.8	DEERBRNSRS-MOW
Island in Center of Strabane Court	0.10	DONCVILBID-MOW
3131 1/2 Dubois Avenue	1.00	DONCVILSTR-MOW
Caterham and Brinsmaid Courts	1.00	DUBOISTDUB-MOW
Left of #7910 Vernon Avenue	2.76	EATONSQKEN-MOW
4304 FULLERTON AVENUE	0.60	ESTRLVWLOS-MOW
St. Regis Rd. & Marquette Rd.	0.2	FULLERTNPK-MOW
Gerst Road	1.8	GARDENVPK-MOW
Stanrock Court, Left of #6	5	GERSTRDPK
8700 FONTANA LANE	0.50	GLENPKSTAN-MOW
RUSSET COURT, BTWN#S 1 & 3	5.1	GOLDRINGPK-MOW
Hamiltowne Circle South, LEFT OF #11 HOLLY LEAF CO	0.7	GOLDTRERUS-MOW
FORDCREST ROAD	1.7	GREENBRHOL-MOW
9540 Holiday Manor Road	1.28	GREENVMTOT-MOW
Slater Avenue between 4327 & 4331	0.50	GUNPOWDES-MOW
White Meadow Lane, right of #8502	1.40	HALLMANSLA-MOW
4810 Joppa Road	1.20	HALLMANWHI-MOW
Darlington Dr. opposite Linwood Rd.	4.15	HAMILTWNOS-MOW
High Button Court Between #21 & 22	7.20	HARFORDPK-MOW
WHITEHORN WAY & CORALTHORN RD	0.60	HARMHILHIG-MOW
	6.00	HAWTHORNPK-MOW

Double Rock Cluster (Continued)

<i>Address</i>	<i>Acreage</i>	<i>MaintStar ID</i>
HAZELWOOD AVENUE & RADECKE AVE	3.00	HAZELWDPK-MOW
SILVER KNOLL DR. && SILVER SPRING	1.37	HILLTPASSR-MOW
6128 Radecke Ave.	3.9	HOLLHILLPK-MOW
End of Utrecht Road	1.1	HOLLHLWRAL-MOW
Alley behind Whitby Road, NE END WHITBY ROAD	0.5	HOLLHLWRN-MOW
2701 Joppa Road	0.10	JOPPAMEM-MOW
behind 26 Talister Court	0.10	KINGBRYKIN-MOW
Eastside Alley behind 8413-8435 Harris	0.30	KINGRVHARR-MOW
KINGSTON PARK LANE AND	3	KINGSTONPK-MOW
9217 Old Harford Road	1.70	KRAUSEPK-MOW
11530 Philadelphia Rd.	3.1	LORELEYCTR-MOW
7130 Marshy Point Road Bluebird Trail	1	MARSHYPT-MOW3
N & S SIDE E. BIDDLE ST.,	0.9	MDMANOROS-MOW
4001 BAY DRIVE	4.00	MIAMIBEAPK-MOW
Erie Avenue, right of #2703	1.00	MISJANOS-MOW
Northwest corner of Appleton Ave & Oxbridge Ct.	0.30	MISSINGPIN-MOW
7501 Oakleigh Road	1.90	NERRC-MOW
Rear of #'s 5 & 7 Fieldsway Court	1.20	NWINDFMFIE-MOW
Beloak Court, Right of #30	0.73	OAKHURBELO-MOW
left of 9830 Hickory Hurst Drive	5.60	OAKHURHHDE-MOW
Between #'S 4 AND 6 Hurst Oak	0.60	OAKHURHOAK-MOW
Right of 9813 Hickory Hurst Drive	0.80	OAKHURHURS-MOW
3506 Parkfalls Drive	0.60	OAKHURPKFA-MOW
3706 Parkhurst Way	2.30	OAKHURPKHU-MOW
Southeast end of Stone Park Place	2.20	OAKHURSTNP-MOW
South end of Stoneway Place	4.80	OAKHURSTNW-MOW
Overmont Road, Left of #8204	0.40	OVERMTOVER-MOW
Aiken Avenue	0.20	PARKHTSAIK-MOW
FIELDGREEN ROAD	0.4	PARKPADDFI-MOW
WYNN ROAD	0.8	PARKPLAWYN-MOW
8601 Harford Road	1.50	PARKVILCTR-MOW
2800 Taylor Avenue	0.80	PARKVLLMEM-MOW
3930 Perry Hall Rd.	3.80	PERRYHLMAN-MOW
SANDRA PARK ROAD	0.93	PERRYHVSAN-MOW
6900 BLK BELAIR ROAD	0.40	PRK-WILLOW-MOW
Southeast corner Quails Nest Ct & Ferguson Ave	0.50	QUAILRNFER-MOW
Northside Ridgely Avenue	0.70	RIDGELYPG-MOW
Robin Ridge Court, right of #19	0.20	ROBRIDROB-MOW
Rosedale Avenue, SE of Riverdale Road	0.15	ROSETERROS-MOW
9070 Waltham Woods Road	0.80	SATYRWLOS-MOW
717 Carrollwood Rd. to N SIDE CLARKS POINT RD., E & W	0.70	SENHARBCLA-MOW

Double Rock Cluster (Continued)

<i>Address</i>	<i>Acreage</i>	<i>MaintStar ID</i>
W END OF CUTTER COVE CT.	1.3	SENHARBCUT-MOW
3 1/2 FAREWELL COURT	0.42	SILVGATEFA-MOW
Garland Avenue, right of #4226	0.51	SILVGSAGAW-MOW
Silver Spring Road, right of #4225	0.62	SILVGSASIL-MOW
N END OF KIM COURT	0.4	SILVGVADDN-MOW
Kilkenny Circle	0.50	SILVGVKILK-MOW
Breen Place & Dundawan Road	0.50	SILVGVNBRE-MOW
4803 1/2 TORPOINT ROAD	0.5	SILVGVTORP-MOW
Southside Dundawan Roads	3.00	SILVPARKOS-MOW
EAST END OF SILVER HILL COURT	0.3	SILVWOODSI-MOW
9401 Snyder Lane	0.3	SNYDERLNPK-MOW2
Alley Between Kings Ridge and Pitney Roads	0.60	SOAKLEITOT-MOW
Northwest end of Mispillion Road	0.10	SOMMHTSLOS-MOW
403 COMPASS ROAD	0.7	SR-VICTRY-MOW
W CORNER OF FONTANA LANE AND	0.60	STEMRGWFON-MOW
Dale Rd. & Willowdale Ave.	3.6	STPATFIELD-MOW
2901 TAYLOR AVENUE	1.3	TAYLORPARK-MOW
BISCAYNE BAY BLVD.	2.20	TIDEWATERV-MOW2
Northeast end of Odeon Court	0.07	TOWNCCODEO-MOW
Shady Creek Lane	0.40	UPVILNORBR-MOW
Ridgely Ave. at Upton Road	0.60	UPVILNRIDG-MOW
VAN DYKE ROAD, OPPOSITE #S 57	1.5	VANDYKEMAN-MOW
RIGHT OF 10 ALLOY CIRCLE	0.5	VICVFPALLO-MOW
S SIDE OF E END OF CATAPULT CT	0.3	VICVFCATA-MOW
6-14 RUNWAY COURT	1	VICVFRUNW-MOW
404 COMPASS ROAD	3.7	VICVILLACC-MOW
East & West Sides Bennerton Dr.	1.80	VILHICKHBE-MOW
2 Lark Meadow Ct.	0.10	VILHICKHRO-MOW
North side of Nearbrook Lane, right of #9994	0.70	VILLNEARNO-MOW
South side of Nearbrook Lane, left of #9939	0.62	VILLNEARSO-MOW
TOMMYTRUE CT., BTWN# 32 & 34	0.7	VILLOLDHAR-MOW
W END OF CHATTUCK COURT	1.1	VILPAWNCHA-MOW
CHELMSFORD CT., RIGHT OF #31	2.2	VILPAWNCHE-MOW
SE END OF TOMAHAWK TERRACE	0.8	VILPAWNTOM-MOW
9769 1/2 Deltom Court	2.35	VILWHTOMEL
PERGLEN ROAD, FRONTING #S	0.11	VILWHTOPER-MOW
Right of 5920 Gambrell Circle	0.7	VINCFARMOS-MOW
Right of 5920 Gambrell Circle	0.20	WILKERCTOS-MOW
Cimmaron Circle & Wilker Avenue	1.10	WOODCROFT-MOW

146.37

Inwood Cluster

<i>Address</i>	<i>Acreage</i>	<i>MaintStar ID</i>
End of Alderwood Road	1.50	ALDERWDFLP-MOW
East of 7504 Ashton Valley Way	0.5	ASHTONVLOS-MOW
Belle Grove Road (5745 Edmonson Ave)	4.2	BELLEGRPRK-MOW
Edenvale Road	0.4	BONNIEVWOS-MOW
Cromarty Road	0.40	BRAESIDEOS-MOW
Danlou Drive, Right of #4329; Garobe Court, between #5 & 7	0.50	BRKSDMADAN-MOW
3306 Chapman Road	0.50	CARRHILLPK-MOW2
8908 1/2 Lesan Road	0.60	CENT21LESA-MOW
4016 1/2 Sanlee Road	1.00	CENT21SANL-MOW
3918 1/2 Winlee Road	0.50	CENT21WINL-MOW
Church Lane near #8340	0.6	CHURCHLCHU-MOW
300 Church Lane Pikesville (both sides of stream)	3	CHURCHLNPK-MOW
4900 Blk of Old Court Road	0.50	CROWNESOLD-MOW
Right of 8220 Kings Crown Road	0.8	CRTMANRLOS-MOW
Northside of Sunny Court	0.7	DEADRGSUN-MOW
Dogwood Road & Colonial Road	0.60	DEADRUNSVP-MOW
Springmill & Woodgreen Circles	0.10	DEERFADWOO-MOW
7500 Block of Dogwood Road	1.1	DIAMRDGPK-MOW
Northwest Corner of Craigmont Road	3.00	DISCOVACRA-MOW
Johnnycake Road, Between #6310 & 6312	1.70	DISCOVAJOH-MOW
Rasa Court, Between #6 & 7	1.70	DISCOVARAS-MOW
Southside Dogwood Road /Little Creek Drive	0.7	DOGWDRDDOG-MOW
Live Oak Road, Left of #3705	0.30	DREWHOMLIV-MOW
Forest Park Avenue & Harwell Road	7.20	EDMONHTPK-MOW
Winands Road & Nemo Road	0.90	FALCRIDNEM-MOW
Fieldstone Road, left of 3709	0.30	FIELDBRKOS-MOW
6 Garrison Farms Court	0.3	FORTGARHIS-MOW
North end of Northurst Way North	0.30	GARYWDNWN-MOW
1202 North Rolling road	1.60	GILSTONPK-MOW
8800 Greens Lane - Greens Lane and Greens Landing Court	4.80	GREENSLNPK-MOW
Northeast side of Fox Meadow Road	0.60	GWYNFGWFOX-MOW
North & South side Birch Dr.	0.1	GWYNLKBRIC-MOW
North & South side Research Ave.	1.3	HAMMMANFP-MOW
NE CORNER OF HOOPER AVE. &	0.50	HERBRFPRID-MOW
3643 Hilmar Road	0.79	HILMRADHIL-MOW
Kent Avenue Flood Plain (461 Kent Ave)	0.10	KENTAVEFP-MOW
Rear 3405 - 11 Courtleigh Dr.	0.80	KIMWESTCOU-MOW
Lawnwood Circle & Greenapple Court	1.10	LAWNWDLOS-MOW
Lenore Court Properties (1700 Lenore Ct.)	1.40	LENORECT-MOW
North Side #640 Longview Drive	0.30	LONGVIEWDU-MOW
Ripple Road & Liberty Gardens Road	1.10	LYNNEACRIP-MOW
4301 Maidenchoice Lane	3.00	MAIDENCHPK-MOW
Right of #9604 Mendoza Road	0.1	MARDRUNMRE-MOW

Inwood Cluster (Continued)

<i>Address</i>	<i>Acreage</i>	<i>MaintStar ID</i>
3936 Lumo Circle	1.2	MCDONMANOS-MOW
Eastside Amy Lane	0.60	MCDONPKAMY-MOW
Bryony Road Between #3923 - 3925	0.90	MCDONPKBRY-MOW
Right of #3204 Spade Road	0.7	NEVILCTOS-MOW
Newburg Avenue	0.50	NEWBURG-MOW
Nunnery Lane & Frederick Road	0.2	NUNNLANEPK-MOW
Marley Drive, Left of #9002	1.60	OAKWDVMAR-MOW
Panacea Road, Right of #4626	0.30	OLDCTGRPRN-MOW
Right of 4613 Panacea Road	0.50	OLDCTGRPRS-MOW
East end of Aventura Court	1.70	OLDMLEAVEN-MOW
Elwell Ct. Between # 18 & 20	0.60	OLDMLEELW-MOW
Mary Ridge Dr. & Robins Nest Ct.	0.20	OLDMLEMARY-MOW
Mary Ridge Dr. & Spyce Mill Ct.	4.40	OLDMLESPYC-MOW
East side Arkla Court	0.40	ONETWENARK-MOW
Pahls Farm Park (4223 Bedford Rd)	3.80	PAHLSFARM-MOW
Jodale Road	0.60	PIKESWDJOD-MOW
Tulsemere Road NE of Allenswood Road	0.50	PIKESWDTRE-MOW
Next to 126 Grist Stone Way	1.00	RIDERMLGRI-MOW
Ripple Road, Left of #3212	0.20	RIPWOODLOS-MOW
ROCKWELL AVE., RIGHT OF #2409	0.6	ROCKWDLOS-MOW
8717 MEADOW HEIGHTS ROAD	1.10	SCOTTLEVPK-MOW2
6901 Security Square Boulevard	0.25	SEARS-MOW
Sharonwood Court, right of #10	0.70	SHARWDLOS-MOW
Trent Road & Burmont Avenue	0.20	SHERRYROS-MOW
Luceme Road Between #507 & 509	1.00	STONEYNADD-MOW
8706 Meadow Heights Road	1.24	STONEYNMEA-MOW
4016 Rouen Road	1.50	STONEYNROU-MOW
Sunset Ridge Road, Left of #9133; Lesan Road	1.20	SUNSETRSUN-MOW
Rear of 4141 to 4157 Daylily Drive, Owings Mills, MD 21117	4.00	TAMPROPLOS-MOW
Northeast corner of Branchleigh Road	2.40	THEWOODBRA-MOW
Highbury Court, Between #'s 9 & 11	0.10	THEWOODHIG-MOW
Springsleigh Road, Between #'s	0.40	THEWOODSPR-MOW
14 Tomber Court	0.32	TOMBERCROS-MOW
Off of Deer Trail Way, Randallstown, MD 21133	4.00	VILDEERDEE-MOW
Village Oak LOS Winters Lane (Opp of 615 Winters Lane)	0.20	VILOAKWINT-MOW
Westchester Ave., right of #2009	1.30	WESTCOSWES-MOW
2111 Chantilla Road	0.30	WESTERLEEO-MOW
900 Saint Gemma Road	1.40	WESTHILLPK-MOW
1507 1/2 Adamsview Road	0.40	WESTVOSADA-MOW
Weddel Avenue, Right of #1108	0.70	WHITTEMORE-MOW
Hawksbury Road, Left of #4636	0.70	WILGLENHAW-MOW
West of 8272 Streamwood Drive	0.20	WILGLNSTRE-MOW

Inwood Cluster (Continued)

<i>Address</i>	<i>Acreage</i>	<i>MaintStar ID</i>
N. Side Oakside Circle	0.4	WINDMLMNOK-MOW
Windsor Blvd. N. Side Joicy Ct. Right of #2118	0.25	WINDMLMNWB-MOW
btw 7914 and 7908 Chipper Road Windsor Gardens LOS	0.20	WINGARCHIP-MOW
Ripple Road Between #3105 & 3107	0.80	WINGARRIPP-MOW
N & S SIDE BIG STONE CT. AT	0.60	WOODBRBIGS-MOW
Tiverton and Southall Roads, Randallstown, MD 21133	0.30	WOODLANDS-MOW
Courtleigh Drive, Right of #3424	0.73	WOODMTCOU-MOW
Janvale Road, Left of #3400	0.10	WOODMTJAN-MOW
700 Block West Hills Parkway Island	0.60	WSTHLLPRKW-MOW

99.58

FM-2 (Contract Amendment)

Council District(s) 2 & 4

Department of Planning

Consulting Services – Establishment of Non-Profit Community Development Organization – Randallstown – Incorporate Liberty Road Corridor

The Administration is requesting an amendment to a contract with The Nelson Ideation Group, LLC to provide consulting services in order to expand the scope of the current project (primarily focused upon the central node of the Liberty Road Corridor) to include the Liberty Road corridor southeast of Randallstown to the City line at Northern Parkway. The proposed amendment commences upon Council approval and increases the maximum compensation by \$50,000, from \$208,000 to \$258,000. The original contract commenced November 7, 2022 and continues through the earlier of the date upon which the required services are completed or the County terminates the agreement. The Department estimates services will take approximately 17 months to complete. See Exhibit A.

Fiscal Summary

Funding Source	Contract Amendment	Current Maximum Compensation	Amended Maximum Compensation
County	--	--	--
State	--	--	--
Federal ⁽¹⁾	\$ 50,000	\$ 208,000	\$ 258,000
Other	--	--	--
Total	<u>\$ 50,000</u> ⁽²⁾	<u>\$ 208,000</u> ⁽³⁾	<u>\$ 258,000</u> ⁽⁴⁾

⁽¹⁾ U.S. Department of Labor, American Rescue Plan Act of 2021 (ARPA) funds.

⁽²⁾ Additional compensation for the amended services.

⁽³⁾ Maximum compensation for the current services.

⁽⁴⁾ Maximum compensation for the amended services.

Analysis

Under the original contract, the contractor will facilitate and lead the creation of an equity-focused, sustainable Community Development Organization (CDO) primarily focused upon the central node of the Liberty Road Corridor (emanating from the intersection of Old Court Road and Liberty Road) in order to address the community's issues and needs. The CDO will provide a single organization to bring together multiple stakeholders to address common concerns and to work on implementing adopted community plans.

The Department advised that the proposed amendment is necessary in order to expand the scope of the study area to include the Liberty Road Corridor (commercial areas and adjacent residential communities) southeast of Randallstown to the City line at Northern Parkway. The Department further advised that the expanded area includes neighborhoods with many of the same needs and concerns, making it more efficient to work on both areas together, and that there is a need to address the entire, aging commercial corridor. The Department also advised that the proposed increase in funding will provide for additional consultant's time (e.g., focus groups, outreach, meetings) related to the expanded study area, for additional time to coach an Executive Director (once hired) for the CDO, and for the translation of outreach materials and surveys in multiple languages to meet a federal requirement (\$24,975); and the inclusion of contingency funding (\$25,025). Hourly rates range from \$73 (Administrative Assistant) to \$375 (Subject Matter Expert – Board Trainer), with the majority of work hours planned for the Managing Principal (\$225 per hour) and the Nonprofit Consultant subcontractor (\$200 per hour).

On November 7, 2022, the Council approved the original contract with compensation not to exceed \$208,000. The contract continues through the earlier of the date upon which the required services are completed or the County terminates the agreement. The proposed amendment commences upon Council approval and increases the maximum compensation by \$50,000 to \$258,000. All other terms and conditions remain the same. According to the County's financial system, the County has expended/encumbered \$80,315 under this contract as of March 15, 2023.

The County awarded the original contract through a competitive procurement process, with the final price determined through a negotiation process; no other proposals were received. According to the bid documents, there was a 15% M/WBE participation requirement.

The Department advised that the CDO Work Group (including members representing the expanded study area) is currently meeting to prepare a needs assessment survey and to develop

purpose and value statements for the new CDO; after the CDO is named and a Board of Directors is selected, the Board will adopt bylaws, articles of incorporation, and a conflicts of interest policy. The Department estimates this work will be completed by the end of May 2023. The Department advised that the hiring process for an Executive Director is anticipated to begin by July 2023, with hiring occurring by late fall 2023, and that the CDO's needs assessment and Strategic Plan are expected to be finalized by September 2023. The Department estimates that all services will be completed in approximately 17 months, by April 1, 2024 (an increase of 5 months due to the expanded scope of services).

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

EXECUTIVE SUMMARY

This is a change order to PO-10004300 - The Nelson Ideation Group for \$50,000
This change order brings the new total cost of the contract to \$258,000.

The original scope of the project specified a public engagement and data gathering process focused on the Randallstown community to establish a non-profit community development organization (CDO) for a cost not to exceed \$208,000.

The administration seeks to expand the scope of the study area to include the Liberty Road corridor (commercial areas and adjacent residential communities) southeast of Randallstown to the City line at Northern Parkway. The estimated additional costs include specified costs from The Nelson Ideation Group of \$24,975, plus a contingency of \$25,025 not included in the initial contract price voted on by Council.

Anticipated costs include additional consultant time for one-on-one meetings, focus groups, expanded outreach, data gathering and review as part of the needs assessment given the expanded study area. More meetings with the CDO Work Group that has begun meeting are anticipated to forge a consensus on prioritization and phasing of work as part of the Strategic Plan given the broader study area. Additional time is also sought for coaching a new Executive Director once hired to ensure a smooth transition to a staffed organization. Finally, ARPA funds require translation of all outreach materials and surveys and this was not specified in the original RFP by the County, so those additional costs have also been included.

It is far more efficient and less costly to include this additional study area as part of the existing contract with The Nelson Ideation Group than to pursue two separate processes. Creating a strong organizational foundation will help ensure the most effective and impactful use of resources by the new CDO for the Liberty Road corridor from Randallstown to the City line.

Prepared by: Department of Planning

FM-3 (Contract)

Council District(s) All

Department of Public Works and Transportation

Tier 2 On-Call Civil Engineering, Transportation, and Structural Design Services

The Administration is requesting approval of a contract with A. Morton Thomas and Associates, Inc. to provide “Tier 2” on-call civil engineering, transportation, and structural design services throughout the County. (“Tier 2” tasks typically exceed \$25,000.) The contract commences upon Council approval, continues for 5 years, and will renew automatically for two additional 1-year periods. The contract provides that the agreement shall remain in effect until the earlier of the date upon which the required services are completed or the County terminates the agreement. The contract does not specify a maximum compensation for the initial 5-year term. Compensation may not exceed \$4.0 million for the entire 7-year term, including the renewal periods. See Exhibit A.

Fiscal Summary

Funding Source	Maximum Compensation	Notes
County ⁽¹⁾	\$ 4,000,000	(1) Capital Projects Fund.
State	--	(2) Maximum compensation for the entire 7-year term, including the renewal periods. The contract does not specify a maximum compensation for the initial 5-year term.
Federal	--	
Other	--	
Total	\$ 4,000,000 ⁽²⁾	

Analysis

The contractor will provide on-call civil engineering, transportation, and structural design services throughout the County. Services will include roadway/intersection design, transportation planning, traffic engineering, surveying, drainage design, environmental permitting, minor utility relocation design, and structural design. The contractor will provide “Tier 2” services (tasks with costs that typically exceed \$25,000).

The contract commences upon Council approval, continues for 5 years, and will renew automatically for two additional 1-year periods, unless the County provides notice of non-renewal. The contract provides that the agreement shall remain in effect until the earlier of the date upon which the required services are completed or the County terminates the agreement. The contract does not specify a maximum compensation for the initial 5-year term. Compensation may not exceed \$4.0 million for the entire 7-year term, including the renewal periods.

The County will compensate the contractor for services at the engineer's cost plus profit. Profit is limited to 10% of the combined total of direct labor costs plus overhead and payroll burden. Hourly rates and percentages for overhead, payroll burden, and profit must be within established County limits. The County will not encumber funding for the contract at this time but rather will charge contract costs to specific projects as it assigns work tasks. The County may terminate the agreement by providing 30 days prior written notice.

The contract stipulates that should the contractor perform work under the 2005 consent decree, it shall be liable for payment of penalties charged to the County for failure by the contractor to meet or achieve deadlines or requirements. The damages payable are dependent upon the type of project and the length of delay in completing the project.

The Department advised that on September 7, 2022, the Professional Services Selection Committee (PSSC) selected the contractor from 12 submittals to provide "Tier 2" services based on qualifications. The Department advised that it plans to submit five additional contracts, two for "Tier 2" services and three for "Tier 1" services (tasks that will typically cost \$50,000 or less), on upcoming Council agendas and that its goal is to spread the tasks among the contractors. According to the bid documents, there was a 20% M/WBE participation requirement.

On September 6, 2016, the Council approved four similar 5-year contracts with combined maximum compensation totaling \$8.0 million (\$2.0 million each), with Greenman-Pedersen, Inc.; Whitney, Bailey, Cox & Magnani, LLC; Wallace Montgomery & Associates, LLP; and Whitman, Requardt & Associates, LLP. On September 3, 2021, the County Administrative Officer extended the contracts through project completion. The Department advised that as of March 23, 2023, expenditures/encumbrances under the contracts with Greenman-Pedersen, Inc.; Whitney, Bailey, Cox & Magnani, LLC; Wallace Montgomery & Associates, LLP; and Whitman, Requardt & Associates, LLP totaled \$521,904, \$1,261,340, \$854,508, and \$1,571,870, respectively.

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

Contract Executive Summary - Basic Information

On-Call Civil Engineering/Transportation/Structural Design Services Tier 2

Vendor Name – A. Morton Thomas and Associates, Inc.

Scope of Contract – Projects may include:

- Roadway/Intersection design
 - Road upgrade to include new curb, gutter, sidewalk, resurfacing
 - **Redesign to include parking bays, "bumpouts," bicycle lanes, pedestrian refuge islands.**
 - Design to improve pedestrian access and safety and ADA compliance.
 - Parking redesign
 - Traffic calming features
 - Evaluation of existing or proposed conditions to verify conformance with County, State, Federal and AASHTO criteria.
 - Slope and/or road embankment stabilization

- Transportation Planning
 - Transit planning and design for fixed route, on-demand, and micro transit
 - Bicycle and pedestrian planning and design for capital projects and operations
 - Feasibility studies for bicycle, pedestrian and transit operations
 - Complete streets planning and design
 - Multimodal planning and design
 - Transit Oriented Development planning and design
 - Capability to review and overhaul transportation regulatory framework
 - Develop standard operating procedures for project management and planning
 - Develop cost-benefit analysis for transportation projects
 - Prepare federal, state and other grant applications for capital, planning and design funding.
 - Perform fieldwork to assess existing conditions and develop reports
 - GIS maps in accordance with Baltimore County standards
 - Public outreach and engagement support and management.

- Traffic Engineering
 - Minor geometric designs, roundabout designs, traffic signal design, bicycle facility design, traffic impact studies, origin/destination studies, speed studies, data collection (manual and automated), development of maintenance of traffic plans, lighting plans and other traffic engineering tasks.

- Surveys
 - Topographical field surveys
 - Right of way plats
- Drainage Design – drainage systems, storm water management, hydrological and hydraulic calculations, sediment control design, scour evaluations at bridges, wetlands identifications.
- Environmental permitting – local state and federal environmental permitting include NEPA/Section 106 evaluations.
- Minor Utility (water, sewer, storm drain) relocation design and coordination with outside utility companies.
- Structures design
 - Design & construction document preparation for both minor & major bridge replacement & rehabilitation projects
 - Design and structural analysis of retaining walls
 - Design and structural analysis of culverts, headwalls and miscellaneous drainage structures
 - Construction phase design support services (shop drawings, consultation, etc.)
 - Supplemental staffing of County in-house design personnel
 - Field evaluation of existing structural conditions.

Purpose - Professional services are required to perform various types of engineering, transportation and structural design services in Baltimore County. While the majority of the tasks are expected to be various types of design work regarding roadway/intersection and transportation resources in Baltimore County, **the number and type of project assignments to be performed will depend solely on the County's needs.** Projects may require complete services from the start of design through completion of construction. The **services will be assigned on an "as-required" or emergency** basis through the utilization of an On-Call form of agreement. Task orders assigned under tier 2 will typically exceed \$25,000.00.

Contract Value \$ - \$4,000,000.00 (Tier 2 total)

Term – The length of the contract for Tier 1 and Tier 2 will be 5-years with the possibility of two 1-year extensions.

Vendor Selection method - Via PSSC meeting on September 7, 2022

Prepared by: Department of Public Works and Transportation

FM-4 (Contract Amendment #2)

Council District(s) All

Office of Law

Legal Services

The Administration is requesting approval of a second amendment to a contract with Baker, Donelson, Bearman, Caldwell & Berkowitz, PC to continue providing outside legal counsel with respect to litigation filed against the County. The original contract commenced September 3, 2021 and continues through completion of the litigation, including post-trial motions. The proposed amendment commences upon Council approval and increases the maximum compensation by \$100,000, from \$250,000 to \$350,000, for the entire contract term. See Exhibit A.

Fiscal Summary

Funding Source	Contract Amendment	Current Maximum Compensation	Amended Maximum Compensation
County ⁽¹⁾	\$ 100,000	\$ 250,000	\$ 350,000
State	--	--	--
Federal	--	--	--
Other	--	--	--
Total	<u>\$ 100,000</u>	<u>\$ 250,000</u>	<u>\$ 350,000</u> ⁽²⁾

⁽¹⁾ Self Insurance Fund.

⁽²⁾ Maximum compensation for the entire contract term.

Analysis

The Office advised that the contractor serves as legal counsel for the County, the County Attorney, and the County's (former) Director of the Office of Budget and Finance in regard to a Public Information Act (PIA) suit currently pending in the Circuit Court for Baltimore County. The contract provides that representation includes all matters preparatory to and including litigation at the Court

and any and all post-trial motions; the County will work cooperatively with the contractor to provide the necessary information and materials, and the County will make business and technical decisions as it deems appropriate.

The contract also provides the following:

- Legal services are billed at hourly rates of \$395 for attorneys and \$225 for paralegals;
- The contractor will not bill the County for any work performed by law clerks and/or summer associates;
- The contractor may bill the County for certain court costs, reproduction costs and costs that may arise from the need to engage in electronic discovery, and delivery costs;
- The County will reimburse the contractor for the actual costs of certain travel expenses incurred, subject to pre-approval by the County;
- The County will reimburse the contractor for fees and eligible expenses related to third-party services (e.g., consulting or testifying experts); and
- The County will not pay for postage, filing, long distance telephone calls, facsimile transmission, overnight courier services, computer research, or photocopying, unless agreed to in advance by the County Attorney.

The original contract commenced September 3, 2021 and continues through completion of the litigation, including post-trial motions. On October 18, 2021, the Council approved the first amendment to the contract, increasing the maximum compensation by \$225,000, from \$25,000 to \$250,000, for the entire contract term. The proposed second amendment commences upon Council approval and increases the maximum compensation by \$100,000 to \$350,000, for the entire contract term. The Office advised that the proposed amendment is necessary due to the complex and time-intensive nature of the litigation. All other terms and conditions remain the same. The Office advised that as of March 1, 2023, the value of services performed is \$202,137 with an additional \$8,000-\$12,000 in services anticipated prior to Council approval of the proposed amendment. The County may terminate the agreement by providing 30 days prior written notice.

The Office requested that the proposed contract be designated as a noncompetitive 902(f) award secured in the best interest of the County due to the contractor's experience in handling PIA litigation, and the firm having previously represented the County in a similar case. The Office advised that the County sought outside legal representation because the County Attorney has been named as a defendant and is a material witness in the case, which may result in a conflict

of interest for the Office of Law. The Office also noted there was insufficient time to seek bids due to the quick need to file a response, prepare motions, and otherwise defend the case.

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 510, states “nothing in this article shall be construed as preventing the county executive, with the approval of the county council, from engaging the services for a temporary period of any attorney or attorneys for legal work of an extraordinary nature when the work to be done is of such character or magnitude as to require legal services in addition to those provided by the regular staff of the Office of Law.”

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 parties entered into an Agreement (the "Original Agreement") dated September 3, 2021, wherein the Contractor agreed to perform certain legal services for a sum not to exceed \$25,000, which Original Agreement was modified on October 18, 2021, to further define the services to be performed, and to increase the compensation to a sum not to \$250,000 during the entire term of the Agreement, including renewals (the "Modification; and collectively with the Original Agreement, the "Agreement")

Due to the complex and time-intensive nature of the litigation, the volume and nature of the services has exceeded the reasonable expectations of the parties at the time of entering into the Agreement, including a number of factors beyond the parties' control, and discovery in this matter has caused the litigation to be far more extensive in scope and cost than originally anticipated, requiring an increase in the amount of the Agreement.

The original Agreement provided that the County would pay the Contractor in accordance with the following fee schedule:

Attorney per hour.....	\$395.00
Paralegal per hour.....	\$225.00

The County shall not be billed for time expended by law clerks or summer associates. Additionally, the County shall reimburse the Contractor for eligible expenses actually incurred by Contractor in performance of the Contractor's responsibilities and obligation under this Agreement, including certain court costs, if any, reproduction costs and costs that may arise from the need to engage in electronic discovery in the case and delivery costs. The County will also reimburse certain travel expenses, if pre-approved by the County, for costs actually incurred. In the event the Contractor deems it necessary to hire third persons to provide services on the County's behalf, including consulting or testifying experts, investigators, providers of computerized litigation support and court reporters, the County shall reimburse the Contractor for fees and eligible expenses actually incurred with respect to such third party services.

This Amendment is requesting an increase in the not to exceed amount from \$250,000 to \$350,000. Funding is available through the County's General Liability Fund 028-010-1035-GL-0301.

Prepared by: Office of Law

MB-2 (Res. 4-23)

Council District(s) 2 & 6

Councilmembers Patoka & Ertel

Adoption of the Ruxton-Riderwood-Lake Roland Area Plan

Resolution 4-23 adopts the Ruxton-Riderwood-Lake Roland Area Plan, as amended, as part of the Baltimore County Master Plan 2020.

The County Council adopted the Ruxton-Riderwood-Lake Roland Area Plan in 2002 (Resolution 76-02) as part of the Baltimore County Master Plan 2010. In 2009, the County Council requested the Department of Planning to review and update the Area Plan with Resolution 51-09.


With Resolution 122-20, the Council again asked the Department of Planning to review and update the Area Plan. The Department cooperated closely with the Ruxton-Riderwood-Lake Roland Area Improvement Association to prepare the updated Area Plan. The Area Plan was subsequently the subject of a public hearing by the Planning Board and was adopted by the Board on January 5, 2023.

Resolution 4-23 would incorporate the updated Area Plan into the Master Plan 2020 to be a guide for the development of the Ruxton-Riderwood-Lake Roland Area, subject to such further modifications as deemed advisable by the County Council.

Resolution 4-23 will 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: Administrative Officer **DATE:** 3/8/23
FROM: Kevin D. Reed, Director  **COUNCIL MEETING**
Office of Budget & Finance **DATE:** 4/3/23
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:

Award Document

SCON 10001488 Maryland Industrial Trucks, Inc.

This Supplier Contract provides DPWT with parts and service for their six (6) CCTV Trucks through Maryland Industrial Truck, Inc. As indicated in D'Andrea Walker's Sole Source Justification memo dated January 12, 2023, Maryland Industrial Truck, Inc. is the sole vendor who can supply Rapid View parts in the Delmarva area. In order to maintain these trucks that were manufactured by this vendor and the specialized equipment a supplier contract must be created. Since Baltimore County's Bureau of Utilities owns and operates pipeline inspections vehicles with Rapid View brand equipment switching equipment would require changing trucks cost \$400,000.00+ which would not be in the best interest of the County. If this contract was not in place the County would run the risk of being liable for fines in the guidelines provided by the Department of Environmental Protection Agency (EPA). For these reasons DPWT is asking for a 5 year agreement with Maryland Industrial Trucks.

Estimated Total Award: \$575,000.00
Award Date: 3/1/23

SCON 10001456 Mission Communications, LLC

This Supplier Contract provides the airtime, data, and connectivity to the Mission Units integrated in every Sewage Pumping Station through Mission Communications, LLC. As indicated in D'Andrea Walker's Sole Source Justification memo dated January 3, 2023, Mission Communications LLC provides the equipment for alarm systems at the sewage pumping stations and other County divisions including Property Management, Engineering & Regulations, and Solid Waste. These provide alarm monitoring and operations data logging imperative to maintain proper station operation and overflow reporting. Without this Supplier Contract an entirely new system would need to be engineered, designed, bid, installed and tested which would be costly to the County. DPWT is requesting a five (5) year term for these products.

Estimated Total Award: \$387,645.00
Award Date: 3/7/23

PO 10006128

Maryland Biochemical Company, Inc.

This Purchase Order is for the purchase of Reliant Water Wet Well Wizard Aeration Units through Maryland Biochemical Company, Inc. As indicated in D'Andrea Walker's 902f Justification memo dated January 17, 2023, the aeration units are required for the Texas Sewage Pumping Station to avoid layer of grease from forming at the top of the well and hardening. The aeration units eliminate the top cap of grease on the sewage well saving between 110-165 man hours per month which lowers cost and allowing crews to function more efficiently.

Award Total: \$ 35,050.00

Award Date: 3/7/23

cc: J. Benjamin Jr.,
T. Bostwick
L. Smelkinson