

**BALTIMORE COUNTY COUNCIL
NOTES TO THE AGENDA
LEGISLATIVE SESSION 2024**

*Issued: January 25, 2024
Reissued: January 30, 2024
Work Session: January 30, 2024
Legislative Day No. 3 : February 5, 2024*

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



OFFICE OF THE COUNTY AUDITOR

BALTIMORE COUNTY COUNCIL

February 5, 2024

NOTES TO THE AGENDA

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APPENDIX

None

* Fiscal Note included in reissued package

**AGENDA
BALTIMORE COUNTY COUNCIL
LEGISLATIVE SESSION 2024, LEGISLATIVE DAY NO. 3
FEBRUARY 5, 2024 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

- 1 **COUNCIL**
Bill 1-24 – Mr. Kach – Zoning Regs. – Uses Permitted in the Business, Major (B.M.) and Manufacturing, Light (M.L.) Zones – Residential Uses in Hunt Valley

APPROVAL OF FISCAL MATTERS/CONTRACTS

- 3 **MAJOR GLEN WIEDECK, POLICE DEPARTMENT**
1. Contract – Airbus Helicopters – Pilot training services - PD

- 7 **CRAIG BIDINGER, BUREAU CHIEF, FIRE DEPARTMENT**
2. Amendment to Contract – Witmer Public Safety Group, Inc. – Testing/maintenance/repairs – Self-Contained Breathing Apparatus (SCBA) – FD

- 11 **LAWRENCE RICHARDSON, DEPUTY DIRECTOR, DEPARTMENT OF HEALTH & HUMAN SERVICES**
3. Contract – Key Point Health Services – Residential Rehabilitation Program bed expansion – HHS

- 14 **DEBRA SHINDLE, PROPERTY MANAGEMENT**
4. Contracts – (2) – On-call structural engineering design services - PM

MISCELLANEOUS BUSINESS

- 17 **COUNCIL**
1. Res. 4-24 – All Councilmembers – Adoption of Master Plan 2030

- 20 **D’ANDREA WALKER, DIRECTOR, DEPARTMENT OF PUBLIC WORKS & TRANSPORTATION**
2. Res. 5-24 – Mr. Patoka(By Req.) - Extension of sanitary sewer system of Baltimore County in the Middle River Area

- COUNCIL**
3. Appointment – Mr. Crandell – Fair Election Fund Commission – Clarence Staigerwald, Jr.

Bill 1-24

Council District(s) 3

Mr. Kach

Zoning Regs. – Uses Permitted in the Business, Major (B.M.) and Manufacturing, Light (M.L.) Zones – Residential Uses in Hunt Valley

Bill 1-24 permits certain residential uses under certain circumstances in the Business, Major (B.M.) and Manufacturing, Light (M.L.) zones.

A development tract, which may include one or more lots under common ownership, in the B.M. or M.L. zones is permitted to have certain residential uses if the development tract is:

- at least 15 and no greater than 18 net acres in size;
- within the Hunt Valley/Timonium Master Plan Focus Area; and
- located west of York Road, south of Shawan Road and, at its closest point, within 1,500 feet of the B.M.-Commercial, Town Center Core (C.T.) District of Hunt Valley.

The specific residential uses permitted are multi-family units in the form of stacked townhomes and/or single-family attached units. However, the gross residential density of this use on a particular development tract may not exceed the lesser of 16 dwelling units per acre or 290 dwelling units.

Residential uses permitted under Bill 1-24 may not be subject to any other bulk, height, area, or special regulations applicable to the underlying zoning classification or those contained in the Comprehensive Manual of Development Policies.

Bill 1-24 includes setback and property barrier requirements for the residential uses. Specifically, the residential uses must maintain front, side, and rear building setbacks to external property lines of 10 feet and a maximum building height of 60 feet. However, there is an exception to require a 50-foot building setback to edge of paving of Shawan Road and the ramp from Interstate 83. Also, fencing must be provided along Shawan Road and the ramp from Interstate 83. Last, architectural acoustic features may be required to provide sound attenuation for the project from adjacent roadways.

In lieu of providing the total amount of open space required by § 32-6-108 of the County Code, a development that includes residential uses as permitted under Bill 1-24 may request an open space waiver as long as a minimum of 75,000 square feet of open space is provided, at least 30,000 square feet of which must be in the form of a centrally located community green, with the remainder being divided into at least three smaller open space areas within the site. The open space waiver fee shall be the fee applicable to the Commercial, Community Core (C.C.C.) District.

With the affirmative vote of five members of the County Council, Bill 1-24 will take effect 14 days after its enactment.

FM-1 (Contract)

Council District(s) All

Police Department

Pilot Training Services

The Administration is requesting approval of a contract with Airbus Helicopters, Inc. to provide annual pilot transition and refresher training for the Police Department’s Aviation Unit. The contract commences upon Council approval, continues through December 31, 2024, and will renew automatically for four additional 1-year periods. The contract provides that compensation may not exceed the amount appropriated for these services for the entire contract term. The Department advised that estimated compensation totals \$182,000 for the entire approximate 4-year and 11-month term, including the renewal periods. See Exhibit A.

Fiscal Summary

Funding Source	Total Compensation	Notes
County ⁽¹⁾	\$ 182,000	⁽¹⁾ General Fund Operating Budget. ⁽²⁾ Estimate for the entire approximate 4-year and 11-month term.
State	--	
Federal	--	
Other	--	
Total	\$ 182,000 ⁽²⁾	

Analysis

The contractor will provide on-site annual helicopter pilot transition and refresher training to pilots in the Police Department’s Aviation Unit. The trainings will consist of five days of instruction, including refresher training for in-flight emergency procedures and ground school maintenance updates. The Department advised that it currently has 8 helicopter pilots, and that new pilots are required to receive their initial training from the contractor. The Department advised that the contract is for 8 pilots to be trained on an annual basis.

The County will pay the contractor in accordance with the following fee schedule, which reflects an annual 2.5% price increase:

<u>Calendar Year</u>	<u>Daily Rates</u>
2024	\$4,500
2025	\$4,612
2026	\$4,727
2027	\$4,845
2028	\$4,966

The County will pay instructor travel expenses (e.g., airfare, hotel, ground transportation), which will vary by training session; the Office of Budget and Finance, Purchasing Division advised that an estimate of these costs is not available. Each additional day of training beyond five days will be billed at the daily rate in effect each year.

The contract commences upon Council approval, continues through December 31, 2024, and will renew automatically for four additional 1-year periods on the same terms and conditions, unless the County provides notice of non-renewal. The contract provides that compensation may not exceed the amount appropriated for these services for the entire contract term. The Department advised that estimated compensation totals \$182,000 for the entire approximate 4-year and 11-month term, including the renewal periods. The County may terminate the agreement by providing 30 days prior written notice.

The Department requested that the proposed contract be designated as a noncompetitive 902(f) award, since Airbus is the manufacturer that designed and built the Department’s helicopters, and Airbus’s factory instructor pilots have the most expertise in the area of in-flight emergency training for the specific model of helicopter it flies. The Department also advised that the training program is proprietary to Airbus equipment and may not be distributed or reproduced; the County’s insurance carrier requires each pilot to successfully complete the manufacturer’s approved ground and flight training school.

On August 5, 2019, the Council approved a similar 4-year and 10-month contract (effective March 1, 2019) with Airbus Helicopters, Inc. The County’s financial system indicates that as of January 16, 2024, \$115,320 was expended/encumbered under the contract. The Purchasing Division advised that no services have been provided since the contract’s expiration.

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

The vendor will provide certified pilot training to current pilots and new pilots as per manufacturer recommendations for Airbus helicopter equipment. The training program is proprietary to Airbus equipment and is not allowed to be distributed or reproduced. Training is required to remain compliant with all FAA regulations and requirements.

Prepared By: Police Department

FM-2 (Contract Amendment)

Council District(s) All

Fire Department

Testing/Maintenance/Repairs – Self-Contained Breathing Apparatus (SCBA)

The Administration is requesting approval of an amendment to an existing contract with Witmer Public Safety Group, Inc. for Self-Contained Breathing Apparatus (SCBA) equipment and parts used by the County’s career and volunteer firefighters (to provide compressed breathing air in hazardous environments). The proposed amendment, which commences retroactively on October 27, 2023, adds a service component for annual flow testing, preventative maintenance, and repairs to what was previously a commodities-only contract. Compensation is limited to the amount appropriated for the entire contract term. The Department advised that the proposed amendment increases the estimated compensation of the contract by \$150,000, from \$7,100,000 to \$7,250,000 for the entire 10-year term, including the renewal periods. The original contract commenced June 1, 2015. See Exhibit A.

Fiscal Summary

Funding Source	Contract Amendment	Current Total Compensation	Amended Total Compensation
County ⁽¹⁾	\$ 150,000	*	*
State	--	--	--
Federal ⁽²⁾	--	*	*
Other	--	--	--
Total	\$ 150,000 ⁽³⁾	\$ 7,100,000 ⁽⁴⁾	\$ 7,250,000 ⁽⁵⁾

(1) General Fund Operating Budget.

(2) Grant funds (e.g., Federal Emergency Management Performance Grant).

(3) Estimated additional compensation (for services) for the entire 10-year term.

(4) Estimated compensation (for SCBA equipment) for the entire term.

(5) Estimate for the entire term.

* Breakdown not provided.

Analysis

The proposed amendment expands the scope of the current contract for SCBA equipment and parts to include services for annual flow testing, preventative maintenance, and repairs. The Department advised that prices will be based on the number of units being tested and the nature of the required repairs. All other terms and conditions remain the same.

The Department advised that National Fire Protection Association (NFPA) standards require that all annual flow testing, preventative maintenance, and repairs for SCBA equipment be completed by certified technicians; equipment cannot be used if preventative maintenance lapses or if annual testing is not completed. The Department further advised that the proposed amendment is necessary due to the unanticipated vacancies of the Department's two SCBA technician positions responsible for servicing the equipment. The Department also advised that the County procured the contractor's services on an emergency basis in order to keep the equipment in service. The Department advised that it selected the contractor because it had an existing contract with the County (for SCBA equipment) and has technicians certified to perform the services. The contractor had provided complimentary training to the Department's SCBA technicians with the original delivery of the purchased equipment. (The Office of Budget and Finance, Purchasing Division advised that it did not expect the value of services to exceed \$25,000 and therefore did not notify the Council via Correspondence.)

The Department advised that it has hired one SCBA technician who is scheduled to be trained and certified in April. The Department further advised that it plans to work with the Office of Budget and Finance, Purchasing Division to revise the specifications for the County's next solicitation (in conjunction with the expiration of the existing contract on May 31, 2025) to include these services in the event the Department is unable to provide the services in-house.

On June 1, 2015, the County Administrative Officer approved the original 10-year contract (which did not require Council approval because it was a commodities-only contract (for equipment and parts)). The County awarded the contract through a competitive procurement process based on low bid from two bids received. The Department advised that there was not an M/WBE participation requirement. The bid solicitation stated that after December 31, 2015, the contractor may request an annual price increase for SCBA equipment and parts by furnishing bona-fide manufacturer's documents or a price list reflecting the changes; price increases will be limited to the actual cost increase to the contractor. The County may terminate the agreement by providing prior written notice.

The County's financial system indicates that as of January 24, 2024, expenditures under the contract totaled \$5,993,647. The Department estimates that the County will incur in excess of \$25,000 in service costs prior to Council approval.

The County's financial system indicates that as of January 22, 2024, the County has six other contracts with Witmer Public Safety Group, 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...." Because the County incurred service costs in excess of \$25,000 prior to Council approval without securing proper emergency approval and notification (via Correspondence), this situation constitutes a violation of the County Charter.

EXECUTIVE SUMMARY

The Baltimore County Fire Department is requesting Council's approval to add preventative maintenance, repairs and annual testing for Self-Contained Breathing Apparatus (SCBA) to the existing supplier contract with Witmer Public Safety Group, Inc. In the past, the department only procured commodities from the vendor however with the additional need for testing, service and repairs which may exceed \$25,000 a year, Council approval is required.

An emergency justification was submitted for the procurement of services by Witmer Public Safety Group, Inc. due to the unanticipated vacancies of two fire department SCBA technicians who were responsible for servicing the department's fleet of MSA G1 SCBA. The MSA G1 SCBA is a specialized piece of equipment used by fire service members when entering hazardous environments and provides the firefighter with compressed breathing air. National Fire Protection Association (NFPA) standards require all SCBA repairs, preventative maintenance, and annual testing be completed by certified technicians. The equipment cannot be used if preventative maintenance lapses or if annual testing is not completed.

Witmer Public Safety Group, Inc. served as the technical expert which provided initial training to the fire department SCBA technicians and as such, has technicians on staff who are certified to perform maintenance and repairs of the MSA G1 SCBA to ensure the fire department maintains NFPA compliance. The fire department is currently in the process of hiring technicians to fill its vacancies however, the department needs this service in place until personnel can be hired and trained.

Prepared by: Fire Department

FM-3 (Contract)

Council District(s) All

Department of Health and Human Services

Residential Rehabilitation Program Bed Expansion

The Administration is requesting approval of a contract with Key Point Health Services, Inc. to expand the number of Residential Rehabilitation Program (RRP) beds in the County. The contract commences upon Council approval, continues through June 30, 2024, and may be renewed for four additional 1-year periods with the option to extend the initial term or any renewal term an additional 180 days. The contract does not specify a maximum compensation for the initial approximate 5-month term or for the entire approximate 4-year and 11-month term, including the renewal and extension periods, since the Maryland Public Behavioral Health System's Administrative Services Organization, Optum Maryland, will reimburse the contractor directly for services via Medicaid. See Exhibit A.

Fiscal Summary

There are no costs to the County since the Maryland Public Behavioral Health System's Administrative Services Organization, Optum Maryland, will reimburse the contractor directly for services via Medicaid.

Analysis

The Department advised that the RRP provides beds to individuals with a mental health diagnosis who are transitioning from a State hospital. The contractor will provide 6 additional general-level RRP beds in Baltimore County as part of a Maryland Department of Health initiative to expand the RRP by 40 beds statewide. (The contractor currently provides 23 general beds and 29 intensive beds in the County.) The Department advised that the additional beds will be used primarily for existing RRP clients transitioning from intensive-level RRP beds to general-level beds. The Department further advised that participants will also receive Psychiatric Rehabilitation Program (PRP) services (to assist the individual to live in the community and develop skills with

the goal of moving toward independent living) while enrolled in the RRP. The contractor will provide a minimum of 17 PRP services per month per client with 24 hours per day, 7 days per week on-call availability. Program participants are required to be enrolled in Medicaid and meet specific medical necessity criteria established by the State.

The contract commences upon Council approval, continues through June 30, 2024, and may be renewed for four additional 1-year periods with the option to extend the initial term or any renewal term an additional 180 days on the same terms and conditions, unless the County provides notice of non-renewal. The contract does not specify a maximum compensation for the initial approximate 5-month term or for the entire approximate 4-year and 11-month term, including the renewal and extension periods. The County will not incur any costs since the Maryland Public Behavioral Health System's Administrative Services Organization, Optum Maryland, will reimburse the contractor directly for services via Medicaid. The County may terminate the agreement by providing 30 days prior written notice.

The Department advised that the Maryland Department of Health, Behavioral Health Administration (BHA) selected Key Point Health Services, Inc. through the State's procurement process. The Department requested that the proposed contract be designated as a noncompetitive 902(f) award since the BHA requested that the County establish and monitor the contract with this provider; the Department advised that as the Local Behavioral Health Authority (LBHA), it is responsible for quality assurance oversight for RRP programs located in Baltimore County.

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

Residential Rehabilitation Program Bed Expansion – Key Point Health Services, Inc.

BACKGROUND

The Baltimore County Department of Health is requesting County Council approval for a new contract with the Key Point Health Services, Inc. for the Residential Rehabilitation Program (RRP) bed expansion. As per COMAR 10.63.04, the Department of Health, Bureau of Behavioral Health, as the Local Behavioral Health Authority (LBHA), is responsible for quality assurance oversight for RRP programs located in Baltimore County.

The Maryland Department of Health, Behavioral Health Administration (BHA) issued a request for expression of interest for existing RRP providers to expand the capacity for RRP beds throughout the State. The RRP service is State funded Medicaid and participants must meet specific medical necessity criteria for admission.

Through the State's procurement process, Key Point Health Services, Inc. was the selected provider for Baltimore County for the RRP capacity expansion. Key Point Health Services, Inc. was awarded six (6) general-level additional beds. These new beds will add to the existing number of RRP beds currently managed by Key Point Health Services, Inc. BHA is requesting the County to establish a contract with the selected provider in order to administer and monitor program performance at the local level. Participants of the program are required to have Medicaid and meet specific medical necessity criteria established by the State. The agreement will include additional requirements for the administration of the program including data collection and weekly updates to the State regarding the program capacity.

PURPOSE

BHA requires an agreement between Key Point Health Services, Inc., and the County to expand the number of RRP beds operating in Baltimore County as selected through the State's procurement process. The Department received approval of a 902F justification to establish a new contract with the vendor in order to provide the services.

FISCAL

The agreement with Key Point Health Services, Inc. will be a no cost contract as reimbursement for the services are provided through the claims submission process with Maryland's Administrative Services Organization (ASO).

Prepared by: Department of Health and Human Services

FM-4 (2 Contracts)

Council District(s) All

Property Management

On-Call Structural Engineering Design Services

The Administration is requesting approval of two contracts, with Whitney, Bailey, Cox & Magnani, LLC and Brudis & Associates, Inc., to provide on-call structural engineering services for County - owned buildings and facilities. Each contract commences upon Council approval, continues for 2 years, and will renew automatically for two additional 1-year periods. The contracts provide that the agreements shall remain in effect until the earlier of the date upon which the required services are completed or the County terminates the agreements. The contracts do not specify a maximum compensation for the initial 2-year term. Each contract provides that compensation may not exceed \$750,000 (or \$1,500,000 combined) for the entire 4-plus-year term, including the renewal periods. See Exhibit A.

Fiscal Summary

Funding Source	Combined Maximum Compensation	Notes
County ⁽¹⁾	\$ 1,500,000	⁽¹⁾ Capital Projects Fund. ⁽²⁾ For the entire 4-plus-year term (\$750,000 each).
State	--	
Federal	--	
Other	--	
Total	\$ 1,500,000 ⁽²⁾	

Analysis

The contractors will provide on-call structural engineering services, including feasibility studies, investigations and reports, project estimates, designs, and construction documents and construction administration services related to the structural evaluation of County-owned buildings and facilities. Property Management advised that the County’s architectural services contractors

utilize structural engineering subcontractors as needed (e.g., related to the design of a new building), but the proposed contracts will enable the County to contract directly with structural engineers for services primarily related to urgent or emergency projects (e.g., failing retaining wall, vehicle collision with building).

Each contract commences upon Council approval, continues for 2 years, and will renew automatically for two additional 1-year periods, unless the County provides notice of non-renewal. The contracts provide that the agreements shall remain in effect until the earlier of the date upon which the required services are completed or the County terminates the agreements. The contracts do not specify a maximum compensation for the initial 2-year term. Each contract provides that compensation may not exceed \$750,000 (or \$1,500,000 combined) for the entire 4-plus-year term, including the renewal periods. The County may terminate the agreements by providing 30 days prior written notice.

The County will compensate the contractors for services 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. The County will not encumber funding for the contracts at this time but rather will charge contract costs to specific projects as it assigns work tasks.

The contracts stipulate that should the contractors perform work under the 2005 consent decree, they shall be liable for payment of penalties charged to the County for failure by the contractor(s) 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.

Property Management advised that on March 6, 2023, the Professional Services Selection Committee (PSSC) selected the two contractors based on qualifications from seven proposals received. According to the bid documents, there is a 23% M/WBE participation requirement.

Currently, Whitney, Bailey, Cox & Magnani, LLC and Brudis & Associates, Inc. each have three other contracts with the County.

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

Executive Summary

On-Call Structural Engineering Service Agreement

THE PROJECT SCOPE

Brudis & Associates, Inc. and Whitney, Bailey, Cox & Magnani, LLC were selected by the Professional Services Selection Committee on March 6, 2023 to provide feasibility studies, investigations and reports, project estimates, designs, and construction documents and to perform construction administration for all types of Baltimore County Government-owned buildings and facilities. Work to be performed under these contracts is likely to include structural evaluation of county facilities, along with any needed design to address acute or chronic deficiencies. This Agreement shall be effective for an original term of two (2) years from the date of execution, and may be renewed for up to two (2) additional one (1) year periods. The maximum amount payable by the County, under this Agreement, shall not exceed the total price of Seven Hundred Fifty Thousand Dollars and Zero Cents (\$750,000.00) for each selected Consultant.

THE CONSULTANTS

The Professional Services Selection Committee chose two Consultants: Brudis & Associates, Inc. and Whitney, Bailey, Cox & Magnani, LLC for the On-Call Structural Engineering Services on March 6, 2023.

SCOPE

To provide feasibility studies, investigations and reports, project estimates, designs, and construction documents and to perform construction administration for all types of Baltimore County Government-owned buildings and facilities. Work to be performed under these contracts is likely to include structural evaluation of county facilities, along with any needed design to address acute or chronic deficiencies.

ORIGINAL AGREEMENT

TOTAL: \$750,000.00 upset limit per Consultant

Prepared by: Property Management

MB-1 (Res. 4-24)

Council District(s) All

All Councilmembers

Adoption of Master Plan 2030

Resolution 4-24 adopts Master Plan 2030 as the County's land use and development comprehensive plan.

Section 3-303 of the Land Use Article of the Maryland Code requires that, at least once every 10 years, a local jurisdiction reviews and updates their comprehensive plan. This requirement is also found in Section 522.1(a)(1) of the County Charter, which states "the Department of Planning shall have the responsibility and duty of planning for Baltimore County, including: (1) Preparing, at least every ten years, and revising, a master plan; monitoring the implementation of the master plan; and preparing at least every two years a report to the county executive and county council on the progress achieved toward implementation of the master plan."

Form and Requirements of the Master Plan

As required under Section 523 of the Charter, the Master Plan is a composite of mapped and written proposals setting forth comprehensive objectives, policies, and standards to serve as a guide for the development of the County. Section 32-2-202(a) of the County Code further explains that the Master Plan "shall be made with the general purpose of guiding and accomplishing a coordinated, adjusted, and harmonious development of the County and its environs which will, in accordance with present and future needs, best promote health, safety, morals, order, convenience, prosperity, and general welfare, as well as efficiency and economy in the process of development and maintenance of property values previously established."

Under Subtitle 1 of Title 3, Division 1 of the Land Use Article of the Maryland Code, the County's Master Plan must have specific elements. These include discrete subject matters, such as transportation, water and mineral resources, development regulations, land use, housing, community facilities, and sensitive areas. State law also requires that the Plan contain a goals and objectives element that states the County's principles, policies, and standards to guide the development and economic and social well-being of the County. Under Section 3-202 of the State Land Use Article, the elements of the plan may be expressed in words, graphics, or any other

appropriate form. The elements of the plan shall be interrelated and each element shall describe how it relates to each of the other elements.

In addition to the State requirements, Section 32-2-202 of the County Code requires the Master Plan to include:

- “Land use, circulation, and a report presenting the objectives, assumptions, standards, and principles that are embodied in the interlocking portions of the Master Plan;
- A composite of mapped and written proposals to guide the physical development of the county;
- Adequate provision for traffic and recreation;
- The promotion of safety from fire and other damages;
- Adequate provision for light and air;
- The promotion of good civic design and arrangements;
- The wise and efficient expenditure of public funds; and
- Adequate provision for public utilities and other public requirements.”

The County Code, Section 32-2-203, also sets forth several optional areas the Master Plan may address.

Procedure for Master Plan Adoption

Section 3-202(a) of the State Land Use Article states that the Planning Board (i.e., the County’s recognized Planning Commission) shall make and approve a plan and recommend the plan to the legislative body for adoption. The Planning Board may recommend adoption of the whole plan; successive parts of the plan, which correspond to geographic sections or divisions of the local jurisdiction; and an amendment to the plan.

Under the County Charter and Section 32-2-201 of the Code, the Department of Planning at the direction of the Planning Board prepares a proposed Master Plan. The Planning Board must hold at least one public hearing on the proposal, after which the Board may propose amendments to the proposal and ultimately adopt a Master Plan, either as a whole or severally, and either for the entire County or for any logical unit for planning. During this process, the Planning Board (or the Department of Planning at the direction of the Planning Board) must give due consideration to the probable ability of the County to carry out, in the period covered by the current capital program and in successive periods covered by future capital programs, the various public or quasi-public projects covered in the plan without the imposition of unreasonable financial burdens, and conduct

comprehensive surveys and studies of present conditions and the prospects for future growth of the County.

Upon receipt of the Master Plan from the Department of Planning, the County Council shall accept or modify and then adopt it by resolution.

Resolution 4-24 shall take effect from the date of its passage by the County Council.

MB-2 (Res. 5-24)

Council District(s) 5

Mr. Patoka (By Req.)

Department of Public Works and Transportation

Extension of Sanitary Sewer System of Baltimore County in the Middle River Area

Resolution 5-24 approves an extension of the County’s sanitary sewer system to 25 properties on Bengies Road, Bourque Road, and Gladway Road in the Middle River area. See Exhibit A.

Fiscal Summary

Funding Source	Construction Cost	Notes
County ⁽¹⁾	\$ 462,816	⁽¹⁾ Capital Projects Fund – Metropolitan District. ⁽²⁾ Property owners’ responsibility.
State	--	
Federal	--	
Other ⁽²⁾	1,531,702	
Total	\$ 1,994,518	

Analysis

Section 20-1-119 of the Baltimore County Code authorizes the extension of the water and sewer system to serve existing housing units without meeting the normal requirement of the Metropolitan District Act that the project be self-supporting; however, the extension must be deemed necessary for the protection of public health. Such an extension is conditioned upon the holding of a public hearing at which the Department of Public Works and Transportation (DPW&T) must notify the affected property owner(s) of all project costs, and the subsequent approval by the County Council via a resolution. DPW&T advised that the hearing for the proposed extension was held on December 11, 2023.

According to DPW&T and the Department of Environmental Protection and Sustainability, in 2018, the County determined that a health problem exists in the areas of Bengies Road, Bourque Road, and Gladway Road in the Middle River area; the extension of the sanitary sewer system will alleviate problems related to existing sewage disposal systems. DPW&T advised that the project consists of installing a pressurized sewer main as well as pipes from grinder pumps on each property to the main (approximately 1,566 feet of 1.5-inch low-pressure sewer; 2,055 feet of 2-inch low-pressure sewer; and 310 feet of 3-inch low-pressure sewer) along Bengies Road, Bourque Road, and Gladway Road in order to serve 25 properties; the project will require installation of a grinder pump on each property. DPW&T further advised that an additional 14 properties will front the new sewer extension; however, as they are vacant, they will not be serviced. DPW&T advised that should the vacant properties be developed in the future, they would be required to connect to the public sewer and to cover their respective shares of construction costs; each would be required to follow the County's development plan review process, which includes a capacity evaluation, prior to being approved for connection.

DPW&T advised that construction costs for the project total \$1,994,518. The Metropolitan District will assume \$462,816 of the cost, and the 25 property owners will pay the balance of \$1,531,702 through front-foot assessment and associated construction loan charges.

DPW&T advised that it plans to request that the Council consider up to three additional County sewer health projects on 2024 legislative agendas.

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

Executive Summary

The Bengies Road Sewer Extension is a health project and because of the nature of this project, there are certain requirements and benefits to property owners.

In accordance with Articles 20-2-101, 20-2-102 and 20-2-105 of the Baltimore County Code 2018 and departmental policy, property owners must connect their property to the public sewer system and abandon the septic system. Connection to the sewer system must be within one year of the notice of completion and release of the system. The only exception is if property owners have received a violation notice from Environmental Protection and Sustainability (EPS) that their sewage disposal system is failing, in which case, connection must be made within 30 days.

The Notice of Completion and requirement to connect will be sent to property owners when the system is complete and available for service. The deadline to connect is one year from the date of the notice.

The annual sewer benefit and construction loan charges will be added to the property tax bill issued July 1st following the Notice of Completion. Benefit assessments and construction loan charges are liens on the property; however, the County treats them as assumable liens. The County does not require that these charges be paid off to sell or transfer the property to a new owner, except in certain situations involving property subdivisions and commercial properties.

Owners of residential properties may finance their plumber's bill for 40 years at the interest rate of the most recent Metro Bond or 5% (whichever is lower). Financing the plumber's bill will result in an increase in the construction loan charge on the tax bill. The amount of the increase will be \$58.28 per \$1,000 financed.

Proposed Bengies Road Sewer Extension – Health in the Middle River area in the Fifteenth Election District and the Fifth Council District of Baltimore County serving twenty-five (25) improved properties.

The construction cost is \$1,994,517.60 of which the property owners will pay \$1,531,701.75.

Prepared by: Department of Public Works and Transportation