

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

---

*Issued: March 21, 2024  
Reissued: March 26, 2024  
Work Session: March 26, 2024  
Legislative Day No. 7: April 1, 2024*

---

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



OFFICE OF THE COUNTY AUDITOR

**BALTIMORE COUNTY COUNCIL**

**April 1, 2024**

**NOTES TO THE AGENDA**

**TABLE OF CONTENTS**

	<b>PAGE</b>
<b>LEGISLATIVE SESSION</b>	
Witnesses .....	ii
<b><u>BILLS – FINAL READING</u></b>	
Bill 9-24 .....	1
Bill 10-24 .....	6
Bill 11-24 .....	7
Bill 12-24 .....	8*
Bill 13-24 .....	9
<b><u>FISCAL MATTERS</u></b>	
FM-1 .....	10
FM-2 .....	13
FM-3 .....	17
FM-4 .....	21*
FM-5 .....	**
FM-6 .....	24*
FM-7 .....	28
FM-8 .....	32*
<b><u>MISCELLANEOUS BUSINESS</u></b>	
MB-3 (Res. 10-24) .....	35
MB-6 (Res. 11-24) .....	37
MB-7 (Res. 12-24) .....	40*
MB-8 (Res. 13-24) .....	40*
MB-9 (Res. 14-24) .....	40*

**APPENDIX**

None

\* Note included in reissued package

\*\* Addendum

**AGENDA  
BALTIMORE COUNTY COUNCIL  
LEGISLATIVE SESSION 2024, LEGISLATIVE DAY NO. 7  
April 1, 2024 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 9-24 – Councilmembers Patoka & Ertel – Mixed-Use Overlay District
- 6 Bill 10-24 – Mr. Marks – Zoning Regs. – Application of the R.C.7 Zone to R.C.2 Zoned Property
- 7 Bill 11-24 – Mr. Marks – Zoning Regs. – Neighborhood Commons (N.C.) District – Floodplains
- 8 Bill 12-24 – Mr. Marks – Property Tax Credits – Disabled Law Enforcement Officers
- 9 Bill 13-24 – Mr. Marks – Zoning Regs. – Swim School and Learning Center

**APPROVAL OF FISCAL MATTERS/CONTRACTS**

**TIM CHANCE, REAL ESTATE COMPLIANCE**

- 10 1. Contract of Sale – JMD Campbell, LLC – Sale of County-owned property – Campbell Blvd. and MD43-REC

**WALT PESTERFIELD, DIRECTOR, DEPARTMENT OF CORRECTIONS**

- 13 2. Contract – Sentinel Offender Services, LLC – Home detention and monitoring services and equipment - DOC

**DEBRA SHINDLE, CHIEF, PROPERTY MANAGEMENT**

- 17 3. Contracts – (3) – Purchase/installation of floor coverings – PM

**COLONEL JOSEPH CONGER, POLICE DEPARTMENT**

- 21 4. Purchase Order–Ali & Edwards Consulting – Data analysis–Impact of BCPD policies, practices & training protocols-traffic stops-PD

**D'ANDREA WALKER, DIRECTOR, DEPARTMENT OF PUBLIC WORKS & TRANSPORTATION**

- \* 5. Agreement–BFI Waste Services, LLC d/b/a Republic Services of Baltimore–Commercial transportation & disposal services-DPWT

**LAWRENCE RICHARDSON, DEPUTY DIRECTOR, DEPARTMENT OF HEALTH & HUMAN SERVICES**

- 24 6. Contract – The Family Recovery Program, Inc. – Recovery housing & support services - HHS
- 28 7. Contracts – (5) – Cancer screening, diagnosis and treatment services – HHS

**JAMES BENJAMIN, COUNTY ATTORNEY, OFFICE OF LAW**

- 32 8. Amendment to Agreement - - McGuire Woods, LLP – Legal counsel services - OOL

**MISCELLANEOUS BUSINESS**

**COUNCIL**

- 35 1. Approval – Mr. Patoka(By Req.) – (5) – Qualified Individuals – Supervisor of Assessments
- 2. Appointment – Mr. Patoka(By Req.) – Baltimore County Ethics Commission – Sasha Rousseau
- 3. Res. 10-24 – All Councilmembers – Adopt the Baltimore County Pedestrian and Bicycle Master Plan
- 4. Appointment – Mr. Patoka(By Req.) – Director – Office of Human Resources – Renee Coleman
- 5. Appointment – Mr. Patoka(By Req.) – Acting Director – Office of Information Technology – Christopher Martin

\* Addendum

**MISCELLANEOUS BUSINESS (continued)**

**SAMEER SIDH, ACTING DIRECTOR, DEPARTMENT OF ECONOMIC & WORKFORCE DEVELOPMENT**

- 37 6. Res. 11-24 – Mr. Patoka(By Req.) – Support of repayable loan – MD Dept. of Commerce – MD Economic Assistance Fund – Rocket Lab, USA, Inc.

**TERRY HICKEY, DIRECTOR, DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

- 40 7. Res. 12-24 – Mr. Patoka(By Req.)–Payment in lieu of property taxes (PILOT) – MCB BLVD, LLC-7935 Belridge Rd., 21236  
40 8. Res. 13-24 – Mr. Patoka(By Req.)–Payment in lieu of property taxes (PILOT) – MCB Springs, LLC-53 Bayberry Rd., 21234  
40 9. Res. 14-24 – Mr. Patoka(By Req.)–Payment in lieu of property taxes (PILOT) – MCB Beacon, LLC-2810 Nathaniel Way., 21219

**COUNCIL**

10. Appointment – Mr. Patoka(By Req.) – Baltimore County Animal Hearing Board – René Varela  
11. Appointment – Mr. Patoka(By Req.) – Baltimore County Property Tax Assessment Appeals Board – Elizabeth Moseley  
12. Reappointment – Mr. Patoka(By Req.) - Baltimore County Property Tax Assessment Appeals Board – Paige Davey

Bill 9-24

Council District(s) All

---

**Councilmembers Patoka & Ertel**

---

**Mixed-Use Overlay District**

---

Bill 9-24 establishes a Mixed-Use (M.U.) Overlay District. Properties would be eligible to be re-zoned with the M.U. District, subject to the approval of the County Council, during the Comprehensive Zoning Map Process (CZMP). The M.U. District may only be applied to a tract of land that is: zoned Business Local (B.L.), Business Major (B.M.), Business Roadside (B.R.), or Manufacturing Light (M.L.); within the Urban Rural Demarcation Line (URDL); and in a node, as established in Master Plan 2030. Once a property has been assigned the M.U. District, mixed-use development is permitted.

Definitions

Bill 9-24 incorporates several definitions from Master Plan 2030 into the Zoning Regulations. Specifically, the bill defines a mixed-use development as a development that incorporates two or more uses into the same building or project, and in the same development site plan. A mixed-use development combines residential functions with commercial uses, but can also encompass cultural and institutional uses as well as public amenities and is typically characterized as walkable and pedestrian-friendly, offering residents opportunities to live, work, and shop in a single neighborhood and reduce their dependence on vehicular travel.

The bill also defines a node as a place type considered most strategic for retrofitting. A node is a geographic area which may be characterized by various criteria including but not limited to demographic status, employment opportunity, funding resources, land use and ownership, neighborhood asset, neighborhood deficiency, and transportation access. As set forth in Master Plan 2030, nodes are predominantly located along aging neighborhood centers, major arterials, within a quarter-mile of a transit corridor, or large greyfield sites. A node may consist of a walkable redevelopment with mid-to-high-residential density and a mix of uses.

### Permitted and Prohibited Uses

In addition to the uses permitted by the underlying zoning, a development in the M.U. District may include several uses by right, including multi-family and single-family attached housing, community centers, offices, banks without drive-thrus, public gardens and gathering spaces, day cares, indoor live entertainment venues, educational institutions and services, Class 7 breweries and Class 1 wineries, outdoor dining, and urban farms. Also, conference centers, hotels, outdoor live entertainment venues, parking garages (as a principal use), banks with a drive-thru, and drive-thru restaurants are permitted by special exception. Several uses are prohibited, including fuel service stations, car washes, warehouses (including self-storage units), heavy manufacturing, motels, rooming and boarding houses, hookah lounges, liquor stores, and cannabis dispensaries.

### Density and Floor Area Ratio

Residential density of a development in the M.U. District shall be determined by the floor area ratio. The maximum floor area ratio shall be consistent with the underlying zone, unless the development incorporates inclusionary housing. The floor area ratio may be increased by 150% in a development in the M.U. District that incorporates inclusionary housing but shall not exceed a floor area ratio of 5.0. Last, at least 25% of the gross floor area must be devoted to nonresidential use, which may include amenities in an apartment building.

A development in the M.U. District that qualifies for an increase in residential density under State law may not exceed a maximum density of either the maximum permitted under State law or the maximum permitted under the inclusionary housing bonus. However, if a development in the M.U. District reduces the square footage of pre-existing impervious surface on the development site at least by 10%, the floor area ratio may be increased by 110%, but shall not exceed a floor area ratio of 5.0.

### Height and Setback Regulations

The maximum height of any point on a building in the M.U. District shall be no greater than 150% of the maximum height that is permitted by the underlying zone. The minimum building height shall be 2 stories. Except for the front yard, setbacks shall be governed by the underlying zone. Front yards shall relate to the setbacks of adjacent buildings to establish a consistent street front.

### Parking Requirements

Generally, parking for a development in the M.U. District should be provided in parking structures and located to the rear of properties. A parking structure should be integrated into the design of other buildings on site, rather than completely freestanding. Surface parking may be provided in

small lots located to the rear of a property and on-street as parallel or angled parking spaces. Up to 5% of the required parking may be provided in the front of a development in the M.U. District, subject to development review.

The required number of off-street parking spaces required under the Zoning Regulations for a development in the M.U. District may be reduced under certain conditions. For example, the parking requirements may be reduced by up to 10% if the development is within one-half mile of a fixed rail transit corridor. Also, the bill permits a development in the M.U. District to share a portion of its off-street parking spaces with adjacent developments. However, in no event shall the parking requirements be reduced by more than 20%.

### Open Space

The minimum open space ratio for a development in the M.U. District shall be 0.2. Unless otherwise modified, no more than 50% of the minimum required open space is permitted above the street level. The open space must be landscaped and designed to give relief and interest to the streetscape.

Open space, plazas, and parks should be not less than one-quarter mile apart. Continuous pedestrian walkways should link public open spaces together from one site to another. Site-specific open space should: contribute to a larger plan for community and regional open space; respond to the need to protect or restore sensitive environmental features; manage stormwater; and mitigate the effects of climate change.

### Site Development Plans and Architectural Design

A mixed-use development plan is subject to a site development plan in accordance with § 32-4-221 of the County Code. Also, a development in the M.U. District is not eligible for a limited exemption pursuant to § 32-4-106 of the County Code. If there is a conflict between the M.U. District regulations and other zoning regulations, the M.U. District regulations prevail. Where the M.U. District provisions are silent, the regulations governing the underlying zone shall apply.

A mixed-use development must be reviewed by the Design Review Panel. The recommendations of the Design Review Panel must be incorporated into the mixed-use development plan and are binding on the Hearing Officer.

Unless subject to specific design guidelines, a mixed-use development must provide a higher quality of design and conform to the Comprehensive Manual of Development Policies and the

Landscape Development Manual. Site and architectural design of a mixed-use development must retain and reinforce local historical, architectural, and cultural character.

A mixed-use development should be designed to achieve green building standards equivalent to the silver standard of either the leadership in energy and environmental design (LEED) or the national green building standard (NGBS). When applicable, preliminary design parameters regarding LEED or NGBS silver certification must be submitted with the mixed-use development plan.

### Signage

Signage shall be regulated according to the underlying zone and should be uniform within the context of a development in the M.U. District. An integrated signage program including lettering, colors, and size, should be provided. Signage should relate to the architectural design through the use of color, form, and material. Signage should be designed for visual communications to pedestrians and slow-moving vehicular traffic. Last, signage projecting from the building wall toward the sidewalk should be on the first two floors of the building.

### Circulation and Transportation

All internal roadways in pedestrian areas in a development in the M.U. District must be in conformance with the Complete Street Design Guidelines, with the exception that sidewalks should be a minimum of 10 feet in width, including a continuous streetscape zone of no less than 5 feet. The streetscape zone may include: street trees; street furniture, such as benches, bike racks, trash receptacles, and transit shelters; public art; wayfinding signage; lighting; and landscaping. Bicycle and pedestrian facilities within the site and connecting to adjacent sites shall be provided in accordance with the Bicycle and Pedestrian Master Plan and applicable adopted plans.

### Inclusionary Housing

A development in the M.U. District is eligible for a greater floor area ratio if it includes a set-aside (encumbered by a recorded deed restriction and subject to an agreement with the County) of a percentage of the total number of residential units in the development for households with an income at or below 60% of the area median income for Baltimore County, Maryland. The percentage of set-aside residential units shall be based on the total number of residential units in the mixed-use development as follows: 20-49 total units – 10% set-aside; 50 or more total units – 15% set-aside.



Set-aside units may include: units encumbered by a recorded deed restriction for persons of eligible income; units with specific features intended to serve households that include persons with disabilities; units reserved for the purpose of providing temporary supportive housing.

In the event the number of set-aside units to be included would render the development economically unfeasible, the developer and property owner may enter into a written agreement with the County (encumbered by a recorded deed restriction) in lieu of meeting the set-aside unit percentages that sets aside units in a manner that supports the goal of providing all residents access to decent, safe, and sanitary dwellings (as determined by the County). Specifically, such a written agreement may allow a modified percentage, but no less than 10%, of set-aside units or an alternative blended eligible income threshold mix.

A development in the M.U. District that receives County financial support shall enter into an agreement with the County to set aside units for persons of eligible income that supports, as determined by the County, the goal of providing residents access to decent, safe, and sanitary dwellings without overcrowding. County financial support may include public-private partnerships, tax increment financing, payment in lieu of taxes, grants, loans, guarantees, bonds, and tax credits.

Bill 9-24 will take effect 45 days after its enactment.

**Bill 10-24**

**Council District(s) All**

---

**Mr. Marks**

---

**Zoning Regs. – Application of the R.C.7 Zone to R.C.2 Zoned Property**

---

Bill 10-24 repeals a prohibition on applying the Resource Conservation (R.C.) 7 Zone. Specifically, the prohibition states that “The R.C.7 Zone may not be applied to lands currently zoned R.C.2.”

The R.C.7 Zone was created in response to a recommendation in Master Plan 2010 to protect resources in resource preservation areas and the reduction of permitted residential densities in these areas to one dwelling per 25-50 acres of land. The R.C.7 Zone allows limited development, compatible with the rural community, and at the same time protects rural resources. Notably, one of the legislative goals of the R.C.7 Zone is to protect remaining prime and productive soils in areas not currently protected by the R.C.2 Zone. Conversely, the R.C.2 zoning classification was established in order to foster conditions favorable to a continued agricultural use of the productive agricultural areas of Baltimore County by preventing incompatible forms and degrees of urban uses.

With the affirmative vote of five members of the County Council, Bill 10-24 will take effect 14 days after its enactment.

Bill 11-24

Council District(s) All

---

**Mr. Marks**

---

---

**Zoning Regs. – Neighborhood Commons (N.C.) District - Floodplains**

---

Bill 11-24 expands the types of land where the Neighborhood Commons (N.C.) Overlay District may be applied to include property located in a floodplain. The purpose of the N.C. District is to promote more livable communities through the preservation of land for the purpose of community parks, gardens, and natural areas.

It is intended that the N.C. District be applied only to areas located inside the Urban Rural Demarcation Line (URDL) that are local to established neighborhoods, and that residential, commercial, or industrial development not be permitted on tracts with the N.C. District designation. The N.C. District is not intended to remove, replace, or limit any open space requirements in these regulations, the Baltimore County Code, or the Baltimore County Open Space Manual.

Currently, the N.C. District may be applied only to a property, or portion thereof, that is located inside the URDL and is:

1. Owned by a nongovernmental, nonprofit entity and held for the purpose of community parks, gardens, or natural open space areas;
2. Owned as common areas by a community homeowners' association or condominium association organized and operated in accordance with the laws of this state;
3. Owned by a state or local government and is undeveloped, environmentally sensitive, or constitutes a passive recreational area; or
4. Specifically designated as community open space on an approved development plan.

Bill 11-24 would add to this list property that is located in a floodplain.

With the affirmative vote of five members of the County Council, Bill 11-24 will take effect 14 days after its enactment.

**Bill 12-24**

**Council District(s) All**

---

**Mr. Marks**

---

**Property Tax Credits – Disabled Law Enforcement Officers**

---

Bill 12-24 expands a local property tax credit for disabled Baltimore County law enforcement officers to a law enforcement officer that was disabled through employment in the State.

Currently, the Baltimore County property tax credit for disabled law enforcement officers or rescue worker defines a “disabled worker” as a “Baltimore County law enforcement officer or rescue worker who has been found to be permanently and totally disabled by an administrative body or court of competent jurisdiction authorized to make such a determination; and became disabled as a result of or in the course of employment as a Baltimore County law enforcement officer or while in the active service of a Baltimore County fire, rescue, or emergency medical service.”

Bill 12-24 expands the eligibility of the property tax credit to any law enforcement officer who became disabled as a result of or in the course of such employment in Maryland.

The fiscal impact of the proposed legislation depends upon the owner-occupied status and value of eligible individuals’ residences; this information is not readily available as of March 25, 2024.

With the affirmative vote of five members of the County Council, Bill 12-24 will take effect 14 days after its enactment.

**Bill 13-24**

**Council District(s) 5**

---

**Mr. Marks**

---

**Zoning Regs. – Swim School and Learning Center**

---

Bill 13-24 permits as of right a swim school and learning center in the Business Local Restricted (B.L.R.) Zone. However, the swim school and learning center must be located within the Perry Hall Commercial Revitalization District. The primary purpose of the B.L.R. Zone is to provide for a range of retail and service uses, some of which may be of a larger scale, such as supermarkets. The B.L.R. Zone also requires performance standards which protect adjacent communities from excessive vehicular congestion, use intensity, and noise.

With the affirmative vote of five members of the County Council, Bill 13-24 will take effect 14 days after its enactment.

FM-1 (Contract)

Council District(s) 5

**Office of Law – Real Estate Compliance Division**

**Sale of County-Owned Property – Campbell Blvd. and MD-43**

The Administration is requesting approval of a contract to convey a surplus County-owned drainage and utility easement spanning approximately 0.178 acre to JMD Campbell, LLC for \$64,809. JMD Campbell, LLC currently owns the underlying property, which is located on the southeast corner of Campbell Boulevard and MD Route 43. The property is zoned BL-AS (Business Local Automotive Service District) and DR-3.5 (Density Residential – 3.5 dwelling units per acre). The Office advised that a second surplus County-owned revertible slope easement spanning approximately 0.302 acre (valued at \$72,232) will revert automatically to JMD Campbell, LLC.<sup>1</sup> The Office advised that the easements are no longer needed for public use. See Exhibit A.

**Fiscal Summary**

Sale Price	Notes
\$64,809	Revenue from sale of drainage and utility easement to JMD Campbell, LLC.
	<sup>1</sup> An appraisal from Associated Appraisers, LLC valued the revertible slope easement at \$72,232.

**Analysis**

The approximate 0.178-acre drainage and utility easement to be conveyed and approximate 0.302-acre revertible slope easement to be reverted are part of a larger 6.92-acre unimproved property located on the southeast corner of Campbell Boulevard and MD Route 43. The Office advised that the State originally acquired the easements from JMD Campbell, LLC on November 18, 2004 to construct a bridge known and designated as “Maryland 43 Extended from U.S. 40 to MD 150”; the State sold the parcels with the easements to the County on July 18, 2007 to construct and operate the future Campbell Boulevard. The Office further advised that because

this portion of Campbell Boulevard is now complete, the easements are no longer needed for public use. The Office also advised that per the property's recorded deed, the revertible slope easement will revert automatically to JMD Campbell, LLC.

The County's appraisal consultants, Everett Benfield Advisors and Associated Appraisers LLC, completed appraisals of the drainage and utility easement effective September 9, 2023 and September 23, 2023, respectively. Everett Benfield Advisors recommended a value of \$44,500, and Associated Appraisers, LLC recommended a value of \$85,118. After review and analysis, the County's review appraiser concurred with the appraisals, recommending an average of the two amounts as just compensation. The Office advised that JMD Campbell, LLC agreed to the County's asking price.

The contract provides that the conveyance of the drainage and utility easement must be advertised once a week for three weeks in a newspaper of general circulation; the Office advised that the advertisement will take place after Council approval of the contract.

Pursuant to Baltimore County Code, Section 3-9-107(a), "The County may convey a county-owned easement that is no longer needed for public use to the person identified by the land records of the county as the owner of the servient property."

Executive Summary

PROGRAM TITLE: JMD Campbell, LLC Property

PROJECT NO.: N/A

FISCAL MATTER: Contract of Sale

PROPERTY OWNERS: JMD Campbell, LLC

LOCATION: Campbell Blvd. & Maryland Route 43

CONSIDERATION: \$64,809.00

PURPOSE OF PROJECT: To release and sell Baltimore County owned easements, no longer needed for public use, to the property owner.

LIMITS OF PROJECT: Campbell Blvd. & Maryland Route 43

Prepared by: Office of Law – Real Estate Compliance Division



FM-2 (Contract)

Council District(s) All

Department of Corrections

Home Detention and Monitoring Services and Equipment

The Administration is requesting approval of a contract with Sentinel Offender Services, LLC to provide electronic monitoring devices and related services (maintenance and staff training) for inmates in the Department’s Home Detention Program. The contract commences upon Council approval, continues through June 30, 2024, and will renew automatically for four additional 1-year periods with the option to extend the initial term or any renewal term an additional 180 days. The contract is a cooperative procurement of an existing competitively-bid Cecil County agreement. The contract provides that the County will further extend the contract term with additional renewal periods if the Cecil County agreement, which expires June 30, 2028, is amended to add additional renewal periods. The contract provides that compensation may not exceed \$1,550,000 for the entire 4-year and 9-month-plus term, including the renewal and extension periods. See Exhibit A.

Fiscal Summary

Funding Source	Maximum Compensation	Notes
County <sup>(1)</sup>	\$ 1,550,000	<sup>(1)</sup> Commissary Account. <sup>(2)</sup> For the entire 4-year and 9-month-plus term.
State	--	
Federal	--	
Other	--	
<b>Total</b>	<u>\$ 1,550,000</u> <sup>(2)</sup>	

Analysis

The contractor will lease electronic monitoring devices to the County and provide related services (maintenance and training) for the supervision of court-ordered pre-trial detainees and eligible inmates in the Department’s Home Detention Program. The Department advised that leasing the

devices, rather than owning them, ensures access to the most up-to-date equipment. The leased equipment, which will include GPS and non-GPS enabled devices, can be accessed remotely via the Internet, enabling the Department's staff to monitor offenders and resolve alerts, which are triggered when an inmate moves outside of their approved area or tampers with the device, without returning to the Detention Center. The devices do not require a dedicated phone line, enabling the Department to enroll offenders in the program who do not have access to landlines (devices can be accessed through cable lines, cell phones, etc.). The Department advised that the Home Detention Program averaged approximately 194 participants per month in 2023 with a cap set at 225 participants per month. The Department further advised that the County will pay the contractor \$3.30 per participant per day.

The contract commences upon Council approval, continues through June 30, 2024, and will renew automatically 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 a notice of non-renewal. The contract provides that the County will further extend the contract with additional renewal periods if the Cecil County agreement, which expires June 30, 2028, is amended to add additional renewal periods. The contract provides that compensation may not exceed \$1,550,000 for the entire 4-year and 9-month term, including the renewal and extension periods. The Department advised that the maximum compensation amount includes a 20% contingency to manage a potential increase in Home Detention participants above 225 per month, should the cap increase. The Department advised that judicial requirements mandating inmates' home release have increased the need for the equipment and monitoring services in recent years. The County may terminate the agreement by providing 30 days prior written notice.

The County awarded the contract as a cooperative procurement of an existing competitively-bid 5-year Cecil County agreement that was awarded July 1, 2023. The agreement allows for price adjustments with supporting documentation of the increase prior to the commencement of each renewal period at the discretion of Cecil County. According to the bid documents, there is not an M/WBE participation requirement.

On July 7, 2014, the Council approved a similar 9-year and 7-month contract (which commenced May 20, 2014) not to exceed \$735,500 with Sentinel Offender Services, LLC. (The contract also was awarded as a cooperative procurement.) On September 18, 2023, the Council approved an amendment to the contract, which extended the term until the earlier of March 31, 2024 or the date the County executed a new agreement and increased the maximum compensation of the contract by \$384,500 to \$1,120,000 for the entire 9-year and 10-month term, including the renewal

and extension periods. The County's financial system indicates that as of March 11, 2024, the County expended/encumbered \$1,057,090 under the contract. The Department advised that it has been contracting with Sentinel Offender Services, LLC for these services for approximately 14 years.

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

## EXECUTIVE SUMMARY

This Supplier Contract establishes a term contract w/Sentinel Offender Services for home detention and monitoring equipment and services for Baltimore County Department of Corrections.

In no event shall the total compensation paid to the contractor under this agreement exceed the sum of \$1,550,000 during the entire term of this agreement, including renewals.

Judicial requirements mandating inmates home release has increased the need for this equipment and monitoring services in recent years.

The County has created a cooperative agreement utilizing Cecil County's publicly solicited Request for Proposal which was awarded in 2023.

The Initial Term of this agreement ends 06/30/2024 and has the option to renew four (4) additional one-year renewals under the same terms and conditions.

Prepared by: Department of Corrections

**FM-3 (3 Contracts)**

**Council District(s) All**

**Property Management**

**Purchase/Installation of Floor Coverings**

The Administration is requesting approval of three contracts, with Corridor Flooring Associates, LLC, L&R Enterprises, Inc. t/a L&R Floors, and Total Contracting, Inc., to install floor coverings in various County-owned and/or operated facilities. 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 provide that compensation may not exceed the amount appropriated for these services for the entire contract term. Property Management advised that estimated compensation for all contractors combined totals \$3,277,675 for the entire 5-year and 4-month term, including the renewal and extension periods. See Exhibit A.

**Fiscal Summary**

<b>Funding Source</b>	<b>Combined Total Compensation</b>	<b>Notes</b>
<b>County</b> <sup>(1)</sup>	\$ 3,277,675	(1) General Fund Operating Budget and/or Capital Projects Fund. (2) Estimate for the entire 5-year and 4-month term.
<b>State</b>	--	
<b>Federal</b>	--	
<b>Other</b>	--	
<b>Total</b>	<u>\$ 3,277,675</u> <sup>(2)</sup>	

**Analysis**

The contractors will provide all labor, materials, and equipment to install and repair floor coverings in various County-owned and/or operated facilities. The County will be billed per linear or square foot/yard of service, except for certain tasks which are billed at hourly labor rates ranging from \$50 to \$85, depending on the contractor, type of service (installation or repair), and time status

(regular or overtime). Property Management advised that in non-urgent situations, it will obtain proposals for each task and assign the work to the contractor with the lowest proposal.

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 provide that compensation may not exceed the amount appropriated for these services for the entire contract term. Property Management advised that estimated compensation for all contractors combined totals \$3,277,675 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; Property Management advised that no other bids were received. According to the bid documents, there is a 25% M/WBE participation requirement.

The Office of Budget and Finance, Purchasing Division advised that the County entered into two similar contracts, with Corridor Flooring Associates, LLC (effective October 1, 2019) and L&R Enterprises, Inc. t/a L&R Floors (effective October 1, 2021), which expire September 30, 2024. (Property Management advised that these contracts provide additional floor coverings not included in the proposed contracts.) The Purchasing Division further advised that the contracts were not presented for Council approval because they were considered commodity contracts. (Property Management advised that the contracts also included a service component.) The County's financial system indicates that as of March 11, 2024, the County expended/encumbered \$556,564 under the contracts: \$354,941 to Corridor Flooring Associates, LLC and \$201,623 to L&R Enterprises, Inc.

The County's financial system indicates that as of March 11, 2024, the County has two other contracts with Total Contracting, Inc. and no other contracts with Corridor Flooring Associates, LLC and L&R Enterprises, Inc.

On March 4, 2024, the Council approved three approximate 4-year and 6-month contracts, with MasterCare Flooring, Inc., Young's Floor Service and Remodeling Company, Inc., and Miller Flooring Company d/b/a Miller Sports Construction, to provide routine repairs, replacement, refinishing, and re-lining of wood floors in County-owned and/or operated facilities. Hourly labor rates ranged from \$52.50 to \$140, depending on the contractor, staff/skill level (i.e., lead or apprentice technician) and time status (regular, off-hours, or emergency). Unit rates range from \$1.20 to \$90 per sq. ft., depending on the type of service (e.g., refinishing, replacing, or re-lining of wood floors), the size of the project (greater than or less than 100 sq. ft.), and the type of wood flooring to be serviced.

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...." As previously mentioned, the County entered into two prior contracts which included a service component without obtaining Council approval; accordingly, this situation constitutes a violation of the aforementioned section of the County Charter.

## **Executive Summary**

Property Management is requesting the approval of contracts with Corridor Flooring Associates, LLC, L&R Enterprises Inc., t/a L&R Floors and Total Contracting, Inc. to provide all repairs, labor, materials and equipment to install floor coverings in various County buildings.

In no event shall the total compensation paid to the Contractors exceed the sum of the County Council approved appropriated amount during the entire term of the Agreements including renewals thereof. The Agreements shall be effective when they have been properly signed by all parties and when executed by the County (the "Initial Term"). The County reserves the right to renew the Agreements for four (4) additional one (1) year renewal options on the same terms and conditions. The County shall have the option of extending the Agreements at the end of the Initial Term or any renewal term for an additional 120 days on the same terms and conditions.

The Agreements have a MBE/WBE goal of 25%.

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



**FM-4 (Contract)**

**Council District(s) All**

**Police Department**

**Data Analysis – Impact of BCPD Policies, Practices & Training Protocols – Traffic Stops**

The Administration is requesting approval of a contract with Ali & Edwards Consulting to provide additional data analysis, work group facilitation, and policy analysis/consultation to assess the impact of Police Department policies, practices, and training protocols on traffic stop outcomes. The contract commences upon Council approval and continues through December 31, 2024. The contract provides that compensation may not exceed \$95,880 for the entire term. See Exhibit A.

**Fiscal Summary**

<b>Funding Source</b>	<b>Maximum Compensation</b>	<b>Notes</b>
<b>County</b> <sup>(1)</sup>	\$ 95,880	<sup>(1)</sup> General Fund Operating Budget. <sup>(2)</sup> For the entire term.
<b>State</b>	--	
<b>Federal</b>	--	
<b>Other</b>	--	
<b>Total</b>	\$ 95,880 <sup>(2)</sup>	

**Analysis**

The County entered into a \$24,306 competitively-procured contract with Lauren Edwards, Ph.D., who is a partner in Ali & Edwards Consulting, from October 17, 2022 through September 16, 2023 (for an approximate 13-week duration/15 hours per week), to assess the impact of the Department’s policies, practices, and training protocols on traffic stop outcomes and to provide baseline recommendations. The Department advised that the proposed contract (for an approximate 43-week duration/15 hours per week) will provide more detailed information and additional policy recommendations based on more current data, building on the previous report issued in December 2023.

According to the contractor's proposal, services will be in the following three areas:

- **Data Analysis:** The contractor will expand on its previous work, including adding 2023 data to existing analyses conducting micro-level analysis of traffic stops, and researching deployment patterns.
- **Facilitation:** The contractor will organize and lead meetings with the Equitable Policing Advisory Group's three task groups - Community Policing, Traffic Stops, and Department Matters.
- **Policy Consultation:** The contractor will provide expertise in crafting policy proposals, researching best practices in policing, and analyzing the 'why' behind policing outcomes.

The County will pay the contractor an hourly labor rate of \$72 and an estimated \$3,000 for incidentals and printing.

The contract commences upon Council approval and continues through December 31, 2024. The contract provides that compensation may not exceed \$95,880 for the entire term. The County may terminate the agreement by providing written notice.

The Department requested that the proposed contract be designated as a noncompetitive 902(f) award because Lauren Edwards, Ph.D. completed the initial analysis/assessment. The Department advised that there is not an M/WBE participation requirement.

The Office of Budget and Finance, Purchasing Division advised that the County entered into a noncompetitive \$3,406 contract with Lauren Edwards, Ph.D., from January 22, 2024 to June 30, 2024, to facilitate a workshop with members of the Equitable Policing Advisory Group to plan next steps related to mitigating racial disparities and promoting equitable and inclusionary practices.

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

Lauren Hamilton Edward PhD

### The Project

The scope of services under the agreement for Lauren Hamilton Edwards, PhD to provide more detailed information of racial disparities in traffic stops by continuing the research and seeking additional policy recommendations using more current available data, building on the report issued from PO 16599.

The total compensation may not exceed \$95,880.00 for the entire term of the agreement.

Prepared by: Police Department

**FM-6 (Contract)**

**Council District(s) All**

**Department of Health and Human Services**

**Recovery Housing & Support Services**

The Administration is requesting approval of a contract with The Family Recovery Program, Inc. to provide recovery housing and support services for County residents with a substance use disorder (SUD), who have minor children that have been, or are at risk of, out of home placement. The contract commences upon Council approval, continues through June 30, 2024, 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 contract provides that compensation may not exceed the amount appropriated for these services for the entire contract term. The Department advised that compensation may not exceed \$149,600 for FY 2024 and estimated compensation totals \$748,000 for the entire 4-year and 7-month term, including the renewal and extension periods. See Exhibit A.

**Fiscal Summary**

<b>Funding Source</b>	<b>FY 2024</b>	<b>Total Compensation</b>
<b>County</b>	--	--
<b>State <sup>(1)</sup></b>	\$ 149,600	\$ 748,000
<b>Federal</b>	--	--
<b>Other</b>	--	--
<b>Total</b>	<u>\$ 149,600 <sup>(2)</sup></u>	<u>\$ 748,000 <sup>(3)</sup></u>

<sup>(1)</sup> Maryland Department of Health, Behavioral Health Administration.

<sup>(2)</sup> Maximum compensation for FY 2024.

<sup>(3)</sup> Estimated compensation for the entire 4-year and 7-month term, assuming the same level of appropriation each year.

## Analysis

The contractor will provide recovery housing and support services for County residents with a substance use disorder (SUD), who have minor children that have been, or are at risk of, out of home placements. The Department advised that the target population is individuals or couples with minor children that have been, or are at risk of, out of home placement as a result of a Child in Need of Assistance (CINA) case or other Baltimore County Department of Social Services (DSS) involvement, or are in need of reunification with their children after incarceration from sentences resulting from their drug use. The Department further advised that services are intended to address the limited resources available to parents seeking services for a SUD and/or co-occurring disorders to avoid removal or support reunification in cases where a child has been or is at risk of being removed from the parent's care; the housing and services will ensure a safe and healthy environment that will support families recovering together, when possible.

The contractor will provide the following services:

- Work with the County's Family Peer Support Team to facilitate participant communication with the County's Local Addictions Authority (LAA) peer support staff, develop individualized wellness plans, provide information and referrals to rental assistance programs and income-based housing programs, assist participants with obtaining employment or enrolling in school or job training, and ensure that participants are enrolled in State Care Coordination;
- Document processes that allow children to remain with their families, continue visitation, or meet any requirements for family reunification;
- Ensure that all recovery residences are free from alcohol and illicit substance abuse and properly certified (e.g., Maryland Certification of Recovery Residences); and
- Document housing outcomes for program participants upon discharge and up to three months thereafter.

The Department estimates that the contractor will serve two families (up to 4 adults and up to 6 children under the age of 13) in the final quarter of FY 2024 and up to eight families (up to 16 adults and up to 24 children under the age of 13) during each subsequent fiscal year. The Department advised that the contractor expects that families will remain in recovery housing for 12 to 18 months. The Department further advised that the County's

The contract commences upon Council approval, continues through June 30, 2024, 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 contract provides that compensation may not exceed the amount appropriated for these services for the entire contract term. The Department advised that compensation may not exceed \$149,600 in FY 2024 and estimated compensation totals \$748,000 for the entire 4-year and 7-month term, including the renewal and extension periods. The County may terminate the agreement by providing 30 days prior written notice.

The County awarded the contract through a competitive procurement process; the Department advised that no other proposals were received. According to the procurement documents, there is not an M/WBE participation requirement.

The Department advised that the County's current recovery housing contracts only serve adults.

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

### **Recovery Housing for Pregnant Women and Families with Children**

The Baltimore County Department of Health, Bureau of Behavioral Health is requesting Council approval of a contract with The Family Recovery Program, Inc., to provide recovery housing and recovery support services for Baltimore County residents with a Substance Use Disorder (SUD) who have minor children that have been, or are at risk for, out of home placements. The initial term of the agreement is date of execution through June 30, 2024 with four one-year renewals not to exceed \$149,600.00 annually. It is anticipated that approximately 16 individuals will be served during each fiscal year. The selected vendor will provide specialized recovery services to families to help prevent out of home placements, or support families to reunify the children that have been removed from their care. Funding for these services is provided through the Substance Abuse Treatment Outcome Partnership (S.T.O.P.) grant.

#### **BACKGROUND**

State funds are provided to the Bureau of Behavioral Health by the Maryland Department of Health, Behavioral Health Administration, for the purpose of funding services and supports not otherwise reimbursable through Maryland's Public Behavioral Health System that promote recovery, resiliency, health and wellness for all individuals regardless of race, ethnicity, gender, sexual orientation, or geographical location who have, or are at risk for, emotional, substance-related, addictive, and/or psychiatric disorders.

The target population is individuals or couples with minor children that have been, or are at risk of, out of home placement as a result of a Child in Need of Assistance (CINA) case, other Baltimore County Department of Social Services (DSS) involvement, or are in need of reunification with their children after incarceration from sentences resulting from their drug use.

#### **PURPOSE**

An identified gap in services for Baltimore County residents seeking services for SUD and/or co-occurring disorders is the lack of services for parents with children. In cases where a child has been or is at risk for being removed from the parent's care, there are very limited resources to help avoid removal or to support reunification after an out-of-home placement has occurred. Funds will be awarded to one or more vendors that can adequately provide these services.

#### **FISCAL**

The total amount of funds currently available for all recovery-housing vendors is \$149,600.00, to be awarded to contracted vendors for recovery housing services on a fee for service basis, based on the number of Baltimore County residents accepted into the recovery housing program.

Prepared by: Department of Health and Human Services

**FM-7 (5 Contracts)**

**Council District(s) All**

**Department of Health and Human Services**

**Cancer Screening, Diagnosis and Treatment Services**

The Administration is requesting approval of five contracts to provide cancer prevention, early detection, and diagnosis and treatment services for low-income County residents. The five contractors are: Baltimore Medical System, Inc.; The Endoscopy Center of North Baltimore, LLC; St. Joseph Pathology Associates, P.A.; Greater Baltimore Medical Center (GBMC), Inc.; and GBMC Hospital Based Services, LLC. Each contract commences upon Council approval, continues through April 1, 2025, and may be extended for an additional three years. The contract with GBMC, Inc. also provides that the contractor shall have the right to be reimbursed for services provided retroactively to April 1, 2022, which allowed for the continuity of services until the proposed contract was in place. The Department advised that compensation for all five contractors is limited to the amount appropriated for these services. The Department further advised that estimated compensation for all five contractors combined totals \$624,995 for the entire 4-year term. See Exhibit A.

**Fiscal Summary**

<b>Funding Source</b>	<b>Combined Total Compensation</b>	<b>Notes</b>
<b>County</b>	--	(1) Maryland Department of Health (MDH).
<b>State</b> <sup>(1)</sup>	*	(2) U.S. Department of Health and Human Services, Centers for Disease Control and Prevention funds passed through MDH.
<b>Federal</b> <sup>(2)</sup>	*	(3) Estimate for the entire 4-year term.
<b>Other</b>	--	
<b>Total</b>	<u>\$ 624,995</u>	(3) *The Department advised that the split between State and federal funds is unavailable.

**Analysis**

The five contractors will provide cancer prevention, early detection, and diagnosis and treatment services for low-income County residents. Services include screening, diagnosis, and treatment



for breast, cervical, colorectal, and lung cancer. The Department estimates that 793 clients will be served annually.

Each contract commences upon Council approval, continues through April 1, 2025, and may be extended for an additional three years. The contract with GBMC, Inc. also provides that the contractor shall have the right to be reimbursed for services provided retroactively to April 1, 2022; the Department advised that to date, \$1,250 in costs has been incurred under this contract. The Department further advised that compensation for all five contractors is limited to the amount appropriated for these services. The Department further advised that estimated compensation for all five contractors combined totals \$624,995 for the entire 4-year term. Either party may terminate each agreement by providing 14 days prior written notice.

The County will reimburse the contractors for services performed at the current approved rate, which is based on State Medicare, Medicaid, and Maryland Health Services Cost Review Commission reimbursement rates for screening, diagnosis and treatment, and for hospitals, respectively. The County contracts with any provider that serves Baltimore County residents and meets County, State, and federal requirements (e.g., clinical criteria, acceptance of mandated reimbursement rates) in order to allow eligible patients choices regarding medical providers. Under no circumstances will eligible patients be charged for services provided under these contracts. The Department advised that the County annually places an advertisement in *The Jeffersonian* to recruit providers.

On April 3, 2023, the Council approved amendments to 12 contracts for these services, including those with Baltimore Medical System, Inc. and The Endoscopy Center of North Baltimore, which commenced retroactively on April 1, 2023 and continue through April 1, 2024, in order to allow the County sufficient time to execute new contracts. The Department advised that expenditures/encumbrances under these 12 contracts totaled \$376,927 as of March 19, 2024.

On January 16, 2024, the Council approved seven 4-year and 2½-month contracts for these services. The Department advised that expenditures/encumbrances under these seven contracts totaled \$10,625 as of March 19, 2024. The Department further advised that it plans to seek Council approval of additional contracts for these services in June 2024.

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....” The Department advised that retroactive

language is needed for one contract (as noted above) because it had already assigned clients to the contractor; this contract will require payment for services already provided. Accordingly, this situation constitutes a violation of the aforementioned section of the County Charter.

## Executive Summary

BALTIMORE MEDICAL SYSTEM, INC.  
GBMC HOSPITAL BASED SERVICES, LLC.  
THE ENDOSCOPY CENTER OF NORTH BALTIMORE, LLC.  
ST. JOSEPH PATHOLOGY ASSOCIATES, P.A.  
GREATER BALTIMORE MEDICAL CENTER, INC

Cancer Program grants are funded through the Maryland Department of Health (MDH) and the Centers for Disease Control and Prevention (CDC) to provide cancer screening, diagnosis and treatment services for breast, cervical, and colorectal cancers; as well as, service coordination and payment for diagnosis and treatment services for any type of cancer for qualified Baltimore County residents. The Department of Health and Human Services is seeking approval to renew contracts with Baltimore Medical Systems, Inc., GBMC Hospital Based Services, LLC., The Endoscopy Center of North Baltimore, LLC., St. Joseph Pathology Associates, P.A., and Greater Baltimore Medical Center, Inc to meet the department's criteria for providing services to Baltimore County residents. Multiple contracts allow clients to have choices regarding medical providers for cancer screening, diagnosis and treatment. Each contract is being renewed for one year term valued at \$24,999 with a three-year term extension

Prepared by: Department of Health and Human Services

## FM-8 (Contract Amendment)

Council District(s) All

## Office of Law

## Legal Counsel Services

The Administration is requesting approval of an amendment to a contract with McGuireWoods LLP to continue to provide outside legal counsel for the County with respect to litigation pending before the U.S. District Court for the District of Maryland regarding a redistricting map. The proposed amendment, which commences upon Council approval, increases the maximum compensation by \$125,000, from \$850,000 to \$975,000, for the entire contract term. The contract commenced January 3, 2022. See Exhibit A.

## Fiscal Summary

<b>Funding Source</b>	<b>Contract Amendment</b>	<b>Current Maximum Compensation</b>	<b>Amended Maximum Compensation</b>
<b>County</b> <sup>(1)</sup>	\$ 125,000	\$ 850,000	\$ 975,000
<b>State</b>	--	--	--
<b>Federal</b>	--	--	--
<b>Other</b>	--	--	--
<b>Total</b>	<u>\$ 125,000</u>	<u>\$ 850,000</u>	<u>\$ 975,000</u> <sup>(2)</sup>

<sup>(1)</sup> Self Insurance Fund.

<sup>(2)</sup> For the entire contract term.

## Analysis

The contractor currently serves as counsel for the County with respect to litigation currently pending before the U.S. District Court for the District of Maryland (Northern Division) regarding a redistricting map. The Office advised that due to the complex and time-intensive nature of the litigation, the volume and nature of the services exceeded the reasonable expectations of the parties at the time of entering into the agreement, including a number of factors beyond the parties' control.

On January 3, 2022, the Council approved the original contract not to exceed \$850,000, which continues through the completion of the litigation, including any and all appeals. The proposed amendment, which commences upon Council approval, increases the maximum compensation by \$125,000 to \$975,000 for the entire contract term. All other terms and conditions remain the same. The County may terminate the agreement by providing prior written notice. The Office estimates that as of February 29, 2024, approximately \$840,000 has been expended/incurred for services, and while the cost of any services provided in March has not yet been quantified, they are believed not to exceed \$10,000.

The County awarded the original contract as a noncompetitive 902(f) award secured in the best interest of the County because it does not have available in-house attorneys with the requisite subject matter expertise. The Office further advised that due to the quick turnaround time needed to file a response, there was insufficient time to initiate a competitive procurement process.

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 Administration is requesting approval of an amendment to a contract with McGuire Woods, LLP who is currently serving as counsel for the County with respect to litigation currently pending before the U.S. District Court for the District of Maryland (Northern Division) over a redistricting map. The parties are currently litigating the issue of fees and whether Plaintiffs are entitled to fees.

The contract commenced on January 3, 2022 and continues through the completion of the litigation, including any and all appeals. Compensation currently may not exceed \$850,000 for the entire contract term.

Due to the complex and time-intensive nature of the litigation, the volume and nature of the services exceeded the reasonable expectations of the parties at the time of entering into the agreement, including a number of factors beyond the parties' control.

The Contractor anticipates that legal fees and expenses could increase by up to an additional \$125,000 for purposes of handling the current litigation. As a result, this amendment would increase the not to exceed sum for the contract to \$975,000.

Prepared by: Office of Law

MB-3 (Res. 10-24)

Council District(s) All

---

**All Councilmembers**

---

---

**Adopt the Baltimore County Pedestrian and Bicycle Master Plan**

---

Resolution 10-24 adopts the Baltimore County Pedestrian and Bicycle Master Plan and incorporates it into Master Plan 2030.

Baltimore County first began bicycle and pedestrian planning in 2000, with the adoption of the Baltimore County Master Plan 2010, which called for the creation of a countywide plan focused on improving the County's transportation system for pedestrian and bicycle use. The planning process undertaken by the County in response resulted in the adoption of two plans: the Eastern and Western Pedestrian and Bicycle Access Plans.

The Eastern Baltimore County Pedestrian and Bicycle Access Plan for the Fifth, Sixth, and Seventh Councilmanic Districts was adopted by the Council and incorporated into Master Plan 2010 with the passage of Resolution 87-06 on November 20, 2006. The Western Baltimore County Pedestrian and Bicycle Access Plan for the First, Second, Third, and Fourth Councilmanic Districts was adopted by the Council and incorporated into Master Plan 2020 with the passage of Resolution 83-12 on November 19, 2012.

On November 2, 2023, the Department of Public Works and Transportation presented the Baltimore County Bicycle and Pedestrian Master Plan to the Baltimore County Planning Board. This planning document offers a strategic roadmap for the development of active transportation infrastructure; updates the two previous plans integrating new development patterns and the growing enthusiasm for active transportation witnessed in the County; and provides a prioritized list of bike and pedestrian improvement projects, ensuring that investments are made where they will have the greatest impact.

On November 16, 2023, the Baltimore County Planning Board held a public hearing on the proposed Baltimore County Bicycle and Pedestrian Master Plan and voted on January 4, 2024 to approve the Plan and forward it to the County Council for further review. The County Council will hold a public hearing on the proposed Plan on March 26, 2024.

Resolution 10-24 shall take effect from the date of its passage by the County Council and a copy of the resolution shall be sent to the Department of Planning and the Baltimore County Planning Board.



**MB-6 (Res. 11-24)**

**Council District(s) 5**

---

**Mr. Patoka (By Req.)**

---

**Department of Economic and Workforce Development**

---

**Support of Repayable Loan – MD Economic Development Assistance Fund**

---

The Administration is requesting the endorsement of a project and a corresponding Maryland Department of Commerce, Maryland Economic Development Assistance Authority and Fund (MEDAAF) repayable loan of up to \$1,560,000 to assist Rocket Lab USA, Inc. in the renovation of approximately 113,000 sq. ft. of space at 2323 Eastern Boulevard in Middle River (the former Lockheed Martin site) and the purchase of equipment for rocket manufacturing and related operations. See Exhibit A.

---

**Fiscal Summary**

As a condition for providing assistance to the project, the State requires a local government resolution supporting the project and a minimum 10% matching County repayable loan. In February 2024, the Department submitted a \$156,000 Revolving Financing Fund repayable loan through the 7-day loan notification process as financial assistance for this project.

---

**Analysis**

The Department advised that Rocket Lab USA, Inc. is an end-to-end space company providing launch services, spacecraft design and manufacturing, satellite components, flight software, and other services. The Department further advised that Rocket Lab USA, Inc. intends to renovate the approximately 113,000 square feet of space at the former Lockheed Martin building at 2323 Eastern Boulevard in Middle River and purchase equipment to establish a rocket manufacturing and operations facility at an estimated project cost of \$14 million. The Department also advised that the company estimates that it will create 65 new jobs by December 31, 2025.

This resolution endorses the project and a corresponding MEDAAF repayable loan of up to \$1,560,000 as financial assistance for the project. As a condition for providing assistance to the project, the State requires a local government resolution supporting the project and a minimum 10% matching County repayable loan. In February 2024, the Department submitted a \$156,000 Revolving Financing Fund repayable loan through the 7-day loan notification process as financial assistance for this project. The Department advised that both the State and County repayable loans have 5-year terms with 2% interest rates. The Department further advised that in order to reduce the County's risk, Rocket Lab USA, Inc. will provide a \$156,000 letter of credit as collateral for the loan.

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

## **Executive Summary**

Rocket Lab USA, Inc. is requesting a \$1,560,000 repayable loan from the Maryland Department of Commerce. A Resolution in support of the State's loan is a requirement of the Maryland Economic Development Assistance Authority and Fund (MEDAAF) loan program. The County will provide a matching \$156,000 repayable loan as required under the MEDAAF program.

### **Project Description:**

Rocket Lab USA, Inc. has made the decision to establish its "Composites Centre of Excellence" for rocket manufacturing and related operations at the former Lockheed Martin building located at 2323 Eastern Boulevard, Baltimore MD 21220. The total project cost is estimated at \$14 million. The company anticipates the creation of 65 jobs at the project site.

Rocket Lab USA, Inc is a publicly traded company that is traded on the NASDAQ Exchange. The company provides space launch services, spacecraft design services, spacecraft components and spacecraft manufacturing.

The outline of the transaction is as follows:

### **Employees:**

New: 65 (To be created by 12-31-2025)

Existing Jobs: none (new business to Baltimore County)

**Project Cost:** \$14 million

Prepared by: Department of Economic and Workforce Development

**MB-7 (Res. 12-24) PILOT**  
**MB-8 (Res. 13-24) PILOT**  
**MB-9 (Res. 14-24) PILOT**

**Council District(s) 5, 6 & 7**

---

**Mr. Patoka (By Req.)**

---

**Department of Housing and Community Development**

---

**Payments in Lieu of Property Taxes –  
MCB BLVD, LLC, MCB Springs, LLC, and MCB Beacon, LLC**

---

Resolutions 12-24, 13-24, and 14-24 authorize the County to enter into 20-year agreements, each with an optional 20-year extension period, with three related entities (MCB BLVD, LLC, MCB Springs, LLC, and MCB Beacon, LLC—each of which is a subsidiary of MCB Real Estate, LLC) for stipulated payments-in-lieu of real property taxes (PILOTs) in order to provide financial assistance to renovate and preserve 460 units of attainable housing in communities located at 7935 Belridge Road in Nottingham (214 units), 53 Bayberry Road in Parkville (45 units), and 2810 Nathaniel Way in Sparrows Point (201 units), respectively. The agreements shall be effective July 1, 2024 and are estimated to result in a combined total property tax loss of \$28,163,623 over the 40-year extended term. See Exhibits A through C.

---

**Fiscal Summary**

<b>Funding Source</b>	<b>Total Property Tax Reduction – Initial Term</b>	<b>Total Property Tax Reduction Including 20-Year Extension</b>
<b>County</b>	\$ 16,757,036 <sup>(1)</sup>	\$ 28,163,623 <sup>(2)</sup>
<b>State</b>	--	--
<b>Federal</b>	--	--
<b>Other</b>	--	--
<b>Total</b>	<u>\$ 16,757,036</u>	<u>\$ 28,163,623</u>

<sup>(1)</sup> Estimated net present value of property tax loss under all 3 PILOTs over the 20-year initial term.

<sup>(2)</sup> Estimated net present value of property tax loss under all 3 PILOTs over the extended 40-year term.

**Analysis**

The Department advised that MCB Real Estate, LLC has acquired three multifamily rental properties, consisting of 918 units in total, with the intent of renovating and preserving just over half of the units (460) as attainable housing. The three properties include the following.

- MB-7 - BLVD at White Springs is owned by MCB BLVD, LLC and located at 7935 Belridge Road in Nottingham. This community consists of 459 units, of which 46 will be leased to households earning up to 60% of the area median income (e.g., up to \$46,900 for an individual and \$53,600 for a family of two), and 168 will be leased to households earning up to 80% of the area median income (e.g., up to \$66,300 for an individual and \$75,750 for a family of two).
- MB-8 - The Springs Townhomes is owned by MCB Springs, LLC and located at 53 Bayberry Road in Parkville. This community consists of 258 units, of which 38 will be leased to households earning up to 60% of the area median income, and 7 will be leased to households earning up to 80% of the area median income.
- MB-9 - Beacon Pointe Apartments and Townhomes is owned by MCB Beacon, LLC and located at 2810 Nathaniel Way in Sparrows Point. This community consists of 201 units, of which 26 will be leased to households earning up to 60% of the area median income, and 175 will be leased to households earning up to 80% of the area median income.

The Department advised that renovations will consist of balcony repairs, roof replacements, the addition of washer/dryer units inside the homes, updated kitchens and bathrooms, painting, lighting, flooring, and new appliances. The Department further advised that the renovations are already underway, and will occur as units turn over so as to limit disruptions to existing tenants; subject to tenant turnover, renovations are expected to be completed by the end of 2026.

Resolutions 12-24, 13-24, and 14-24 authorize the County to enter into PILOT agreements with MCB BLVD, LLC; MCB Springs, LLC; and MCB Beacon, LLC, effective July 1, 2024 for 20 years with the owner having the option to request an extension of up to 20 years, with payments-in-lieu of taxes in the amount of 25% of the ordinary Baltimore County real property taxes for each property based on the 2023 assessment in the first year; increasing 3% per year in the second through fifth years; and then increasing 4% per year in the sixth through 20<sup>th</sup> years. If the County consents to extend the agreements, the payments-in-lieu of taxes will be 25% of the ordinary Baltimore County real property taxes for each property based on the 2043 assessment in the first year; increasing 3% per year in the second through fifth years of the extension period; and then increasing 4% per year in the sixth through 20<sup>th</sup> years of the extension period. The PILOT agreements will reduce County real property tax revenue for the earlier of 40 years or as long as the property owner continues to maintain the affordability restrictions. The property owner shall make annual payments at the end of each calendar year, and the tax payment shall be made prior to payment of any debt service on the property.

Payments in the first year will total \$339,471. Estimated PILOT-generated revenue is \$1,018,413 less than the estimated County property tax revenue amount in the first year. PILOT-generated revenue is estimated to be a net present value amount of \$28,163,623 less than the County property tax amount over 40 years (using the 2023 assessed value of all three properties combined (\$123.4 million); assuming the value of all three properties increases by 3% each year; and assuming the present-value discount rate equals 5% per year). Should any of the properties cease to maintain its affordability restrictions within the first 15 years of its PILOT agreement, the owner will be liable for all foregone County property taxes. Should any of the properties cease to maintain its affordability restrictions in year 16 of its PILOT agreement or beyond, the owner will be liable for the full amount of County property taxes going forward, but will not be liable for applicable County property taxes when the affordability restrictions were maintained.

The Department advised that estimated renovation costs total approximately \$20 million for all 918 units, including \$10 million for the 460 attainable units. The Administration previously submitted a 7-day notice to the Council (considered approved October 18, 2023) to authorize the County to provide a \$6,037,618, 20-year deferred loan of ARPA funds from the County's Housing Opportunity Fund to MCB Real Estate, LLC to assist with the renovation costs; the loan will be forgiven at the end of the 20-year term if MCB Real Estate, LLC is in compliance with the loan terms.

The Department advised that the 460 attainable housing units will fulfill a critical need for Baltimore County families, and that 110 of the 460 income-restricted units will count toward the County's obligations under the Voluntary Compliance Agreement (VCA) with HUD.

The Annotated Code of Maryland, Tax-Property Article, Section 7-506.1 exempts certain subsidized rental housing projects from property taxation if the owner and governing body of the County agree to negotiated payments-in-lieu of real property taxes.

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

## MCB BLVD, LLC PILOT

### EXECUTIVE SUMMARY

MCB Real Estate acquired three multifamily rental properties totaling 918 units in Baltimore County with the intention of renovating and preserving half of the portfolio, 460 units, as attainable for Baltimore County households.

One of the properties, BLVD at White Springs, is an existing multi-family community consisting of 459 units, located at 7935 Belridge Road in Nottingham, ("the Property"), in a naturally occurring affordable community in the County's Fifth (5th) Councilmanic district.

MCB BLVD, LLC (a subsidiary of MCB Real Estate) has agreed to preserve 46 of the 459 units at the Property to serve residents whose incomes are at or below 60% of Area Median Income ("AMI") and 168 of the 459 units to serve residents whose incomes are at or below 80% of AMI. The County will provide a low-interest source of financing needed to preserve the attainable family units and to complete the needed renovations.

The purpose of this Resolution is to request the approval of a twenty (20) year Payment in Lieu of Taxes ("PILOT") to MCB BLVD, LLC. The PILOT is slated to take effect July 1, 2024.

The PILOT structure for the Property will be as follows:

- For the first year, the Tax Payment shall be twenty five percent (25%) of the ordinary Baltimore County real property taxes based on the 2023 assessment.
- The Tax Payment shall increase by three percent (3%) annually during years 2 through 5.
- Beginning in year 6 through year 20, the Tax Payment shall increase by four percent (4%) annually.
- If the Property is transferred or sold such that the Property would no longer be subject to the Declaration of Covenants, 1) within the first fifteen (15) years of this Agreement, the difference between the amount of stipulated payments in lieu of taxes remitted to the County under the PILOT Agreement and the County taxes which would have otherwise been paid based on the assessed value of the Property, shall be repaid, or, 2) if in year sixteen (16) or beyond, the difference between the amount of stipulated payments in lieu of taxes remitted to the County under the PILOT Agreement and the amount of County taxes which would have otherwise been paid based on the assessed value of the Property for the remainder of the twenty (20) year, shall be repaid.

The approval of this PILOT will fulfill a critical housing need for Baltimore County families who are cost-burdened and in need of attainable housing. Of the 214 total units at the Property to be preserved, forty-six (46) units will count towards the County's obligations under the Voluntary Compliance Agreement ("VCA").

Prepared by: Department of Housing and Community Development



## **MCB Springs, LLC PILOT**

### **EXECUTIVE SUMMARY**

MCB Real Estate acquired three multifamily rental properties totaling 918 units in Baltimore County with the intention of renovating and preserving half of the portfolio, 460 units, as attainable for Baltimore County households.

One of these three properties, The Springs Townhomes, is an existing multi-family community consisting of 258 units, located at 53 Bayberry Road, Parkville ("the Property"), in a naturally occurring affordable community in the County's Sixth (6th) Councilmanic district.

MCB Springs, LLC (a subsidiary of MCB Real Estate) has agreed to preserve 38 of the 258 units at the Property for residents whose incomes are at or below 60% of Area Median Income ("AMI") and seven units to serve residents whose incomes are at or below 80% of AMI. The County will provide a low-interest source of financing needed to preserve the attainable family units and to complete needed renovations to the Property.

The purpose of this Resolution is to request the approval of a twenty (20) year Payment in Lieu of Taxes ("PILOT") to MCB Springs, LLC. The PILOT is slated to take effect July 1, 2024.

The PILOT structure for the Property will be as follows:

- For the first year, the Tax Payment shall be twenty five percent (25%) of the ordinary Baltimore County real property taxes based on the 2023 assessment.
- The Tax Payment shall increase by three percent (3%) annually during years 2 through 5.
- Beginning in year 6 through year 20, the Tax Payment shall increase by four percent (4%) annually.
- If the Property is transferred or sold such that the Property would no longer be subject to the Declaration of Covenants, 1) within the first fifteen (15) years of this Agreement, the difference between the amount of stipulated payments in lieu of taxes remitted to the County under the PILOT Agreement and the County taxes which would have otherwise been paid based on the assessed value of the Property, shall be repaid, or, 2) if in year sixteen (16) or beyond, the difference between the amount of stipulated payments in lieu of taxes remitted to the County under the PILOT Agreement and the amount of County taxes which would have otherwise been paid based on the assessed value of the Property for the remainder of the twenty (20) year, shall be repaid.

The approval of this PILOT will fulfill a critical housing need for Baltimore County families who are cost-burdened and in need of attainable housing. Of the 45 total units at the Property to be preserved, thirty-eight (38) will count towards the County's obligations under the Voluntary Compliance Agreement ("VCA").

Prepared by: Department of Housing and Community Development

## MCB Beacon, LLC PILOT

### EXECUTIVE SUMMARY

MCB Real Estate acquired three multifamily rental properties totaling 918 units in Baltimore County with the intention of renovating and preserving half of the portfolio, 460 units, as attainable for Baltimore County households.

One of these properties, Beacon Pointe Apartments and Townhomes, is an existing multifamily community consisting of 201 units, located at 2810 Nathaniel Way, Sparrows Point, ("the Property"), in a naturally occurring affordable community in the County's Seventh (7th) Councilmanic district.

MCB Beacon, LLC (a subsidiary of MCB Real Estate) has agreed to preserve 26 of the 201 units at the Property for residents whose incomes are at or below 60% of Area Median Income ("AMI") and 175 of the 201 units to serve residents whose incomes are at or below 80% of AMI. The County will provide a low-interest source of financing needed to preserve the attainable family units and to complete the needed renovations.

The purpose of this Resolution is to request the approval of a twenty (20) year Payment in Lieu of Taxes ("PILOT") to MCB Beacon, LLC. The PILOT is slated to take effect July 1, 2024.

The PILOT structure for the Property will be as follows:

- For the first year, the Tax Payment shall be twenty five percent (25%) of the ordinary Baltimore County real property taxes based on the 2023 assessment.
- The Tax Payment shall increase by three percent (3%) annually during years 2 through 5.
- Beginning in year 6 through year 20, the Tax Payment shall increase by four percent (4%) annually.
- If the Property is transferred or sold such that the Property would no longer be subject to the Declaration of Covenants, 1) within the first fifteen (15) years of this Agreement, the difference between the amount of stipulated payments in lieu of taxes remitted to the County under the PILOT Agreement and the County taxes which would have otherwise been paid based on the assessed value of the Property, shall be repaid, or, 2) if in year sixteen (16) or beyond, the difference between the amount of stipulated payments in lieu of taxes remitted to the County under the PILOT Agreement and the amount of County taxes which would have otherwise been paid based on the assessed value of the Property for the remainder of the twenty (20) year, shall be repaid.

The approval of this PILOT will fulfill a housing need for Baltimore County families who are cost-burdened and in need of attainable housing. Of the 201 total units at the Property to be preserved, twenty-six (26) units will count towards the County's obligations under the Voluntary Compliance Agreement ("VCA").

Prepared by: Department of Housing and Community Development