

**BALTIMORE COUNTY COUNCIL AGENDA  
LEGISLATIVE SESSION 2026, LEGISLATIVE DAY NO. 6  
MARCH 2, 2026 6:00 P.M.**

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

**A. MOMENT OF SILENT MEDITATION  
PLEDGE OF ALLEGIANCE TO THE FLAG**

**B. APPROVAL OF JOURNAL** – Meeting of February 17, 2026

**C. ENROLLMENT OF BILLS** – Bills 5-26 & 6-26

**D. INTRODUCTION OF BILLS**

Bill 22-26 – Mr. Ertel(By Req.) – CEB – Special Supplemental Nutrition Program – WIC

Bill 23-26 – Mr. Kach – Zoning Regs. – Uses Permitted in the M.L.R. and M.L. Zones – Housing for the Elderly

Bill 24-26 – Councilmembers Kach & Marks – Baltimore County Final Landmarks List

Bill 25-26 – Mr. Marks – Zoning Regs. – Residential Performance Standards – Panhandle Lots

Bill 26-26 – Mr. Jones – County Charter – County Council Compensation and Redistricting

**E. CALL OF BILLS FOR FINAL READING AND VOTE**

Bill 8-26 – Mr. Marks – Zoning Regulations – Eco Park District – Transportation Infrastructure Prerequisite

Bill 10-26 – Mr. Ertel(By Req.) – CEB – Continuum of Care - 38 Slot

Bill 11-26 – Mr. Ertel(By Req.) – CEB – Smart Policing Initiative

Bill 12-26 – Mr. Marks – Zoning Regs. – Uses Permitted in the R.C.5 zone – Riding Stable

Bill 13-26 – Mr. Marks – Zoning Regulations – Signs – Placemaking Signs

**F. APPROVAL OF FISCAL MATTERS/CONTRACTS**

1. Contract – National Medical Services, Inc. – Testing services – Marijuana samples

2. Contract – WGL Energy Services, Inc. – Electricity supplier services

3. Contracts – (3) – Audio visual hardware and services

4. Purchase Order – Baltimore Regional Housing Partnership – Training/technical support – Office of Housing Mobility Program

5. Contract – Image Asphalt Maintenance – Parking lot striping services

6. Contract – Arcadis U.S., Inc. – Asset management services – Water and sanitary sewer assets

7. Contracts – (2) – Legal counsel services

**G. MISCELLANEOUS BUSINESS**

1. Res. 7-26 – Mr. Ertel(By Req.) – Accept donation of services – Oregon Ridge Woodland Garden project

2. Res. 8-26 – Mr. Ertel(By Req.) – Baltimore County Water Supply and Sewerage Plan – Cycle 43

3. Appointment – Mr. Patoka - Baltimore County Advisory Committee on Public School Capacity – Sheila Thomas

4. Appointment – Mr. Ertel(By Req.) – Baltimore County Property Tax Assessment Appeals Board – Barri Uhlfelder-Klein

5. Appointment – Mr. Ertel(By Req.) – Baltimore County Property Tax Assessment Appeals Board – Henry B. Peterson

6. Appointment – Mr. Ertel(By Req.) – Baltimore County Property Tax Assessment Appeals Board – Albert Zawicki

**BALTIMORE COUNTY COUNCIL  
NOTES TO THE AGENDA  
LEGISLATIVE SESSION 2026**

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*Issued: February 19, 2026  
Reissued: February 24, 2026  
Work Session: February 24, 2026  
Legislative Day No. 6 : March 2, 2026*

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*The accompanying notes provide analysis of unaudited information obtained from the Administration and other sources; most notes for Administration-submitted agenda items are prepared primarily by the Office of the County Auditor, while most notes for Council-initiated agenda items are prepared primarily by the Office of the Legislative Counsel to the County Council.*



OFFICE OF THE COUNTY AUDITOR

BALTIMORE COUNTY COUNCIL

March 2, 2026

NOTES TO THE AGENDA

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**APPENDIX**

None

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**AGENDA  
BALTIMORE COUNTY COUNCIL  
LEGISLATIVE SESSION 2026, LEGISLATIVE DAY NO. 6  
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**CALL OF BILLS FOR FINAL READING AND VOTE**

- 1            **COUNCIL**  
Bill 8-26 – Mr. Marks – Zoning Regulations – Eco Park District – Transportation Infrastructure Prerequisite
- 2            **LAWRENCE RICHARDSON, DEPUTY DIRECTOR, DEPARTMENT OF HEALTH & HUMAN SERVICES**  
Bill 10-26 – Mr. Ertel(By Req.) – CEB – Continuum of Care - 38 Slot
- 5            **COLONEL MATTHEW GORMAN, POLICE DEPARTMENT**  
Bill 11-26 – Mr. Ertel(By Req.) – CEB – Smart Policing Initiative
- 8            **COUNCIL**  
Bill 12-26 – Mr. Marks – Zoning Regs. – Uses Permitted in the R.C.5 zone – Riding Stable
- 9            Bill 13-26 – Mr. Marks – Zoning Regulations – Signs – Placemaking Signs

**BILLS FOR FIRST CONSIDERATION**

- 10           **STEVE LAFFERTY, DIRECTOR, DEPARTMENT OF PLANNING**  
Bill 15-26 – Mr. Ertel(By Req.) – CEB – Smart Growth America Community Connectors Grant
- 13           **TERRY HICKEY, DIRECTOR, DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**  
Bill 16-26 – Mr. Ertel(By Req.) – CEB – Statewide Voucher Program
- 16           **COUNCIL**  
Bill 17-26 – Mr. Jones – Zoning Regs. – Permitted Uses in the M.L. Zone in Owings Mills Growth Area
- 18           Bill 18-26 – Mr. Patoka – Conduct of Law Enforcement Officers – Masks Prohibited and Identification Required
- 23           Bill 19-26 – Mr. Patoka – Employees Retirement System – County Council Members – Repeal of Bill 40-24
- 24           Bill 20-26 – Mr. Marks – Development Impact Fee
- 26           Bill 21-26 – Mr. Marks – Zoning Regs. – Uses Permitted in the Business, Local (B.L.) Zone – Catering Hall

**APPROVAL OF FISCAL MATTERS/CONTRACTS**

- 27           **COLONEL DENNIS DELP, POLICE DEPARTMENT**  
1. Contract – National Medical Services, Inc. – Testing services – Marijuana samples
- 30           **SETH BLUMEN, ENERGY & SUSTAINABILITY PROGRAM COORDINATOR - DEPS**  
2. Contract – WGL Energy Services, Inc. – Electricity supplier services
- 35           **CHRIS MARTIN, DIRECTOR, OFFICE OF INFORMATION TECHNOLOGY**  
3. Contracts – (3) – Audio visual hardware and services
- 39           **TERRY HICKEY, DIRECTOR, DEPARTMENT OF HOUSING & COMMUNITY DEVELOPMENT**  
4. Purchase Order – Baltimore Regional Housing Partnership – Training/technical support – Office of Housing Mobility Program

**APPROVAL OF FISCAL MATTERS/CONTRACTS (cont.)**

42 **TONY RUSSELL, DEPUTY DIRECTOR, DEPARTMENT OF PUBLIC WORKS & TRANSPORTATION**  
5. Contract – Image Asphalt Maintenance – Parking lot striping services

46 **LISA EICHOLTZ, DEPUTY DIRECTOR, DEPARTMENT OF PUBLIC WORKS & TRANSPORTATION**  
6. Contract – Arcadis U.S., Inc. – Asset management services – Water and sanitary sewer assets

50 **JAMES BENJAMIN, COUNTY ATTORNEY, OFFICE OF LAW**  
7. Contracts – (2) – Legal counsel services

**MISCELLANEOUS BUSINESS**

54 **BRYAN SHEPPARD, ACTING DIRECTOR, DEPARTMENT OF RECREATION AND PARKS**  
1. Res. 7-26 – Mr. Ertel(By Req.) – Accept donation of services – Oregon Ridge Woodland Garden project

56 **LISA EICHOLTZ, DEPUTY DIRECTOR, DEPARTMENT OF PUBLIC WORKS & TRANSPORTATION**  
2. Res. 8-26 – Mr. Ertel(By Req.) – Baltimore County Water Supply and Sewerage Plan – Cycle 43

**COUNCIL**

3. Appointment – Mr. Patoka - Baltimore County Advisory Committee on Public School Capacity – Sheila Thomas

Bill 8-26

Council District(s) 5

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**Mr. Marks**

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**Zoning Regulations – Eco Park District –  
Transportation Infrastructure Prerequisite**

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Bill 8-26 establishes a transportation infrastructure prerequisite for the issuance of certain permits related to a structure or project in the Eco Park Overlay District.

Bill 8-26 prohibits the County from issuing a permit for the grading, building, or use and occupancy of any structure or project in the Eco Park Overlay District until two specific transportation improvements have been completed or accepted for public maintenance by the County:

1. A new public road that directly connects Bengies Road from its intersection with Earls Road to White Marsh Boulevard and does not directly connect with Crossroads Circle or any other local residential street; and
2. The widening of the section of Bengies Road located north of Eastern Avenue, west of Earls Road, south of Crossroads Circle, and east of White Marsh Boulevard.

At the Council's legislative session on February 17, 2026, the Council voted to defer the final reading and vote on Bill 8-26 until the legislative session on March 2, 2026.

With the affirmative vote of five members of the County Council, Bill 8-26 will take effect 14 days after its enactment.

Bill 10-26 (Supplemental Appropriation)

Council District(s) All

Mr. Ertel (By Req.)

Department of Health and Human Services

Continuum of Care – 38 Slot

The Administration is requesting a supplemental appropriation of federal funds totaling \$129,501 to the Continuum of Care – 38 Slot Gifts and Grants Fund program to increase the amount appropriated to the actual amount of the grant award. The Department advised that it will utilize the funds, together with previously appropriated funds, for rental assistance payments and associated services through its Homeless Outreach Services/Continuum of Care program. See Exhibit A.

Fiscal Summary

Funding Source	Supplemental Appropriation	Current Appropriation	Total Appropriation
County	--	--	--
State	--	--	--
Federal <sup>(1)</sup>	\$ 129,501	\$ 850,000	\$ 979,501
Other	--	--	--
<b>Total</b>	<b>\$ 129,501</b>	<b>\$ 850,000</b>	<b>\$ 979,501</b>

<sup>(1)</sup> U.S. Department of Housing and Urban Development (HUD) funds passed through the Maryland Department of Health, Behavioral Health Administration. No County matching funds are required.

Analysis

The Department advised that it will use the proposed \$129,501 supplemental appropriation, together with previously appropriated funds, for rental assistance payments and associated services through its Homeless Outreach Services/Continuum of Care program via the County's

contract with Prologue, Inc. The Department advised that the Continuum of Care program currently provides 38 individuals/families who have a mental health diagnosis or are homeless with the rental assistance payments, and Prologue, Inc. ensures that the individuals/families meet federal income eligibility requirements; identifies landlords or housing resources; facilitates resolution of landlord and tenant issues; and processes the rental payments to the landlords. The Department advised that the additional funds were made available to the County due to an increase in the U.S. Department of Housing and Urban Development fair market rates for Baltimore County.

The FY 2026 Adopted Operating Budget included an \$850,000 appropriation to the Continuum of Care – 38 Slot Program based on the estimated amount of the grant award at the time the Department submitted its budget request to the Office of Budget and Finance. Accordingly, this bill appropriates the additional \$129,501 to the program, increasing the total appropriation to the actual \$979,501 grant award. The grant period is July 1, 2025 to June 30, 2026. The Department advised that no County matching funds are required; however, a 25% match is required of the County's provider.

With the affirmative vote of five members of the County Council, Bill 10-26 will take effect March 15, 2026.

## **Executive Summary**

### **Federal Continuum of Care 38 Slot**

The Baltimore County Department of Health is seeking a supplemental appropriation in the amount of \$129,501.

#### **PURPOSE**

This funding will be used to support the Federal Continuum of Care 38 Slot program. Baltimore County has a contract with Prologue, Inc. for the implementation of the Baltimore County Homeless Outreach Services Program. Maryland Department of Health, Behavioral Health Administration is awarding additional funds to Baltimore County for implementation of the Continuum of Care program.

#### **BACKGROUND**

The Continuum of Care grant funds will provide a minimum of 38 individuals/families with rental assistance payments. The rental assistance is specific for individuals who have a mental health diagnosis and are homeless. The rental assistance provided falls within U. S. Housing and Urban Development Department (HUD) fair market rental values. The provider will ensure that individuals meet the federal income eligibility requirements, identify landlords or housing resources, facilitate resolution of landlord and tenant issues, and process rental payments to landlords. Supportive services, linkage and referral are offered through the program to assist in maintaining housing and stability in the community.

#### **FISCAL**

Funding \$129,501

Maryland Department of Health, Behavioral Health Administration, Federal grant to Baltimore County Department of Health and Human Services.

Prepared by: Department of Health and Human Services

Bill 11-26 (Supplemental Appropriation)

Council District(s) All

Mr. Ertel (By Req.)

Police Department

Smart Policing Initiative

The Administration is requesting a supplemental appropriation of State funds totaling \$48,328 to the Smart Policing Initiative Gifts and Grants Fund program to increase the amount appropriated to the actual amount of the grant award. The Department advised that it will utilize the funds, together with previously appropriated funds, to train new and current officers. See Exhibit A.

Fiscal Summary

<b>Funding Source</b>	<b>Supplemental Appropriation</b>	<b>Current Appropriation</b>	<b>Total Appropriation</b>
<b>County</b>	--	--	--
<b>State <sup>(1)</sup></b>	\$ 48,328	\$ 100,000	\$ 148,328
<b>Federal</b>	--	--	--
<b>Other</b>	--	--	--
<b>Total</b>	<u>\$ 48,328</u>	<u>\$ 100,000</u>	<u>\$ 148,328</u>

<sup>(1)</sup> Governor's Office of Crime Prevention and Policy. No County matching funds are required.

Analysis

The Department advised that it will use the proposed \$48,328 supplemental appropriation, together with previously appropriated funds, for costs, including travel and literature, associated with providing training for 77 new and current officers in the Internal Affairs Division and Training and Community & Behavioral Health Support sections; specifically, the training programs will cover best practices for conducting investigations as well as strengthening mental health in order to prevent misconduct. The Department further advised that 5 trainings have occurred and anticipates that 13 additional trainings will occur during the grant period.

The FY 2026 Adopted Operating Budget included a \$100,000 appropriation to the Smart Policing Initiative Program based on the estimated amount of the grant award at the time the Department submitted its budget request to the Office of Budget and Finance. Accordingly, this bill appropriates the additional \$48,328 to the program, increasing the total appropriation to the actual \$148,328 grant award. The grant period is July 1, 2025 to June 30, 2026. The Department advised that no County matching funds are required.

With the affirmative vote of five members of the County Council, Bill 11-26 will take effect March 15, 2026.

## **Executive Summary**

A grant award of \$148,328 has been received by the Baltimore County Police Department from the Governor's Office of Crime Prevention and Policy, exceeding the approved Fiscal 2026 appropriation of \$100,000 by \$48,328. This request is for Council's approval to accept and appropriate the additional \$48,328 in funding.

The Baltimore County Police Department's Police, Accountability, Community, and Transparency grant program through the Governor's Office of Crime Prevention and Policy helps educate the officers in the Internal Affairs Division & Training, and Community & Behavioral Health Support sections of the BCoPD. The program will train new and current officers in these sections on best practices for conducting investigations, ensuring that Police Accountability Boards and Administrative Charging Committees receive high-quality information to support clear and well-informed disciplinary decisions in cases of alleged misconduct. Additionally, the program will provide trainings to support mental health as a means to prevent misconduct. Program funds support training, travel costs, and literature for officers and their families.

Prepared by: Police Department

**Bill 12-26**

**Council District(s) All**

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**Mr. Marks**

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**Zoning Regs. – Uses Permitted in the R.C.5 Zone – Riding Stable**

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Bill 12-26 clarifies the application of certain locational and timing requirements for a riding stable in the Resource Conservation – Rural Residential (R.C.5) Zone.

With the enactment of Bill 76-16, the Council permitted riding stables in the R.C.5 Zone under specific circumstances. First, the stable must be located more than 200 feet from a residential property line. Second, the stable must have been in existence for at least 15 years prior to the effective date of Bill 76-16, which was January 13, 2017. While the Council intended to permit riding stables that met either one of the requirements, Bill 76-16 recently was interpreted as requiring stables to meet both.

Bill 12-26 clarifies this issue by replacing “and” between these two requirements with “or,” indicating that a riding stable is permitted if it meets either requirement. Also, to avoid confusion regarding eligibility, Bill 12-26 clarifies the 15-year requirement for a stable by replacing the reference to “the effective date of this Act” with January 1, 2017.

With the affirmative vote of five members of the County Council, Bill 12-26 will take effect 14 days after its enactment and shall apply retroactively to January 1, 2017.

**Mr. Marks**

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**Zoning Regulations – Signs – Placemaking Signs**

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Bill 13-26 establishes a new category of signs to allow a placemaking sign, sets requirements for a placemaking sign, and permits a placemaking sign in a commercial and entertainment center under certain circumstances.

A placemaking sign is defined as a sign advertising onsite and offsite places, businesses, products, services, or activities. Generally, a placemaking sign is a freestanding structural sign that may be located in the Business Major (B.M.) and Manufacturing Light (M.L.) Zones, subject to a use permit and the special regulations specified below. A placemaking sign may have a maximum area or face of 350 square feet and a height of 50 feet. Notwithstanding any other provision of the Zoning Regulations to the contrary, a placemaking sign is not an outdoor advertising sign.

Placemaking signs are not subject to the existing regulations regarding freestanding signs and are instead subject to a new set of special requirements. Under these requirements, placemaking signs may only be located in a qualifying commercial and entertainment center. To qualify, a center must be approved for 300,000 square feet or more of gross leasable floor area and located within the area bounded by I-95, I-695, Perry Hall Boulevard, and Maryland Route 43. A qualifying center is permitted to have one placemaking sign. The sign must either replace an existing sign of equal or greater height or be created by retrofitting an existing sign.

A placemaking sign may include an electronic changeable copy component. Such component shall have a maximum frequency of one instantaneous message change per 15-second cycle and may not display video, flashing, blinking, animation, strobing, or scrolling. If the sign includes a changeable copy component, the maximum area/face shall be measured to include only that component.

With the affirmative vote of five members of the County Council, Bill 13-26 will take effect 14 days after its enactment.

**Bill 15-26 (Supplemental Appropriation)**

**Council District(s) 6**

**Mr. Ertel (By Req.)**

**Department of Planning**

**Smart Growth America Community Connectors Grant**

The Administration is requesting a supplemental appropriation of private funds totaling \$20,000 to the Smart Growth America Community Connectors Grant Gifts and Grants Fund program. The Department advised that it will utilize the funds to plan and install temporary transportation improvements in Historic East Towson. See Exhibit A.

**Fiscal Summary**

<b>Funding Source</b>	<b>Supplemental Appropriation</b>	<b>Current Appropriation</b>	<b>Total Appropriation</b>
<b>County</b>	--	--	--
<b>State</b>	--	--	--
<b>Federal</b>	--	--	--
<b>Other<sup>(1)</sup></b>	\$ 20,000	--	\$ 20,000
<b>Total</b>	<u>\$ 20,000</u>	<u>--</u>	<u>\$ 20,000</u>

<sup>(1)</sup> Private funds from Smart Growth America, a nonprofit organization. No County matching funds are required.

**Analysis**

The Department advised that it will use the proposed grant funding to plan and install temporary transportation improvements in Historic East Towson. Specifically, the funds will support the implementation of a quick-build Complete Streets demonstration project focused on the intersection of East Towsontown Boulevard, Fairmount Avenue, Hillen Road, Aigburth Avenue, and the adjacent blocks to test safety improvements (e.g., traffic calming measures, enhanced crossings, and pedestrian-friendly design elements) to reduce speeding. The Department further

advised that the improvements will improve safety, connectivity, and cohesion for residents and pedestrians in Historic East Towson.

The grant period commences upon execution of the grant agreement and continues through June 30, 2026. The Department advised that no County matching funds are required; however, Department staff will provide project support.

With the affirmative vote of five members of the County Council, Bill 15-26 will take effect March 29, 2026.

## **Executive Summary**

The Community Connectors Grant Agreement for FY26 allows Baltimore County to receive \$20,000 in funding from Smart Growth America. These funds will be used to plan and install temporary transportation improvements near the intersection of East Towsontown Boulevard and Fairmount Avenue. This intersection serves as a critical connector, but also presents safety and connectivity challenges for residents and pedestrians in Historic East Towson, a historically Black community founded in 1829 by formerly enslaved people and one of the oldest Black communities in the County. The project will test safety improvements—such as traffic calming measures, enhanced crossings, and pedestrian-friendly design elements—that reduce speeding, improve connectivity, and restore a sense of cohesion for Historic East Towson. The Conditions of Award and Terms and Conditions of this supplement are defined in a Grant Agreement that must be executed by June 30, 2026.

Prepared by: Department of Planning

**Bill 16-26 (Supplemental Appropriation)**

**Council District(s) All**

**Mr. Ertel (By Req.)**

**Department of Housing and Community Development**

**Statewide Voucher Program**

The Administration is requesting a supplemental appropriation of State funds totaling \$1,816,944 to the Statewide Voucher Program Grant Gifts and Grants Fund program. The Department advised that the funds will be used to provide temporary rental assistance to families awaiting a federal Housing Choice Voucher (HCV). See Exhibit A.

**Fiscal Summary**

<b>Funding Source</b>	<b>Supplemental Appropriation</b>	<b>Current Appropriation</b>	<b>Total Appropriation</b>
<b>County</b>	--	--	--
<b>State <sup>(1)</sup></b>	\$ 1,816,944	--	\$ 1,816,944
<b>Federal</b>	--	--	--
<b>Other</b>	--	--	--
<b>Total</b>	<u>\$ 1,816,944</u>	<u>--</u>	<u>\$ 1,816,944</u>

<sup>(1)</sup> Maryland Department of Housing and Community Development funds. No County matching funds are required.

**Analysis**

The Department advised that the Statewide Rental Assistance Voucher Program (SVP) was established in 2023, modified in 2025, and recently began awarding grants to political subdivisions to be disbursed as SVP rental assistance payments. The Department further advised that the proposed funds will be used to provide temporary rental assistance to Maryland residents on the

County's HCV waitlist who meet low-income eligibility limits under the HCV Program or income requirements as determined by the Baltimore County Office of Housing and who would otherwise not be called off the waitlist (\$1,544,402). Families may receive SVP payments for up to 5 years, or until receiving a federal HCV, whichever occurs first. The Department advised that in accordance with Program guidelines, it will prioritize families that include a child under age 18; a foster child who is at least 18 years old but less than 24 years old; a military veteran; an individual experiencing homelessness; a disabled individual; or an elderly individual at least 62 years old. Additionally, funds will be used to support administrative costs, including the salary and benefits of two existing full-time Housing Specialist positions (\$163,525) and federally-required unit inspections (\$109,017). The Department estimates that the program will serve 305 County families during FY 2026, including 44 families who currently receive rental assistance through an expiring COVID-era emergency program.

The grant period is July 1, 2025 through June 30, 2026. The Department advised that no County matching funds are required.

With the affirmative vote of five members of the County Council, Bill 16-26 will take effect March 29, 2026.

## **Executive Summary**

The Baltimore County Department of Housing and Community Development (DHCD) – Office of Housing (BCOH), seeks County Council approval of a supplemental appropriation allowing the County to accept funding made available from the Maryland Department of Housing and Community Development’s (MD-DHCD) Statewide Rental Assistance Voucher Program (SVP).

The SVP was established during the 2023 General Assembly session and modified during the 2025 session. MD-DHCD is authorized to make grants to political subdivisions to be disbursed as SVP payments. BCOH, serving as the Public Housing Authority (PHA) operating in Baltimore County, is eligible to receive funds for the administration of the SVP.

In State Fiscal Year 2026, Baltimore County is eligible to receive a total of \$1,816,944 with the possibility of additional funds later in the state fiscal year, which closes on June 30, 2026, for the purpose of providing temporary rental assistance to families while awaiting a federal Housing Choice Voucher (HCV), in accordance with guidelines under the federal HCV Program. BCOH estimates this funding will be able to assist 305 families.

Families must meet the following criteria to be eligible to participate in the SVP: (1) currently reside in Maryland; (2) be on the PHA’s federal HCV Waiting List; and (3) meet the low-income eligibility limits under the HCV Program or income requirements as determined by the PHA. Families can remain on the SVP for up to 5 years, or until a federal HCV becomes available, whichever occurs first.

PHAs must equally prioritize SVP vouchers for families that include the following:

- A child under the age of 18;
- A foster child who is at least 18 years old, but less than age of 24;
- A military veteran;
- An individual experiencing homelessness;
- A disabled individual; or
- An elderly individual that is at least 62 years old.

Prepared by: Department of Housing and Community Development

Mr. Jones

**Zoning Regs. – Permitted Uses in the M.L. Zone in Owings Mills Growth Area**

Bill 17-26 authorizes certain residential uses and senior housing facilities under specific circumstances in the Manufacturing Light (M.L.) Zone if located in the Owings Mills Growth Area, as identified in Master Plan 2020.

Currently, certain areas that are zoned M.L. in the Owings Mills Growth Area consist of under-utilized or vacant office or industrial space. Demand for this class of space has seen a steady decline since the COVID-19 pandemic. The current M.L. regulations provide little flexibility to address such demand fluctuations. To make better use of these areas, Bill 17-26 seeks to broaden the permitted uses for certain M.L. zoned properties in Owings Mills. This vacant or underutilized M.L. zoned land presents an opportunity to help address the County’s housing shortage in addition to providing an opportunity to develop senior housing facilities and other uses.

Bill 17-26 permits residential uses, including multi-family units (apartments, stacked townhomes, or townhouse apartments) or single-family attached units and senior housing facilities by right in the M.L. Zone located south of I-795/Northwest Expressway in the Owings Mills Growth Area as identified in the Master Plan 2020. The senior housing facilities permitted may include continuing-care facilities, housing for the elderly, assisted living facilities, nursing homes, or age-restricted independent living units in the form of multi-family units (apartments, stacked townhomes, or townhouse apartments) or single-family attached.

The maximum permitted floor area ratio is the same as the ratio permitted in the Business Major (B.M.) Zone. Accordingly, the specific number of density or dwelling units is not limited. The residential uses or senior housing facilities must maintain front, side, and rear building setbacks to external property lines of 20 feet and a maximum building height of 65 feet. No other bulk, height, area, or special regulations, including those contained in the comprehensive manual of development policies, shall apply. Last, any use allowed by Section 233.1 of the Zoning Regulations is permitted by right and shall be subject to the bulk and area regulations applicable to the underlying zoning classification.

With the affirmative vote of five members of the County Council, Bill 17-26 will take effect 14 days after its enactment.

Mr. Patoka

**Conduct of Law Enforcement Officers – Masks Prohibited  
and Identification Required**

Bill 18-26 prohibits any law enforcement officer performing their duties in Baltimore County from wearing masks, except under specific circumstances, and requires such officers to wear and display appropriate identification in a visible manner while interacting with the public, except under specific circumstances. The bill also states that, to the extent that any provision in the bill conflicts with State or federal law, regulation, or policy, the provisions of the bill will not control, but must be interpreted as complementary to the intent of open and transparent policing.

Masks Prohibited

Bill 18-26 prohibits a law enforcement officer from wearing a mask, personal disguise, or face covering while interacting with the public in the performance of their duties in Baltimore County, with certain exceptions. The bill defines a “law enforcement officer” as a sworn member of a governmental police force, Sheriff's office, or security force or law enforcement organization of the United States, the State of Maryland, a county, or a municipal corporation that by statute, ordinance, or common law is authorized to enforce the general criminal laws of or within the United States or the State of Maryland. The bill also defines a “personal disguise” as any alteration of an individual’s appearance with the intent to conceal the individual’s identity or mislead others. Also, “face covering” includes a neck gaiter that is worn in a way that conceals an individual’s identity.

Bill 18-26 lists several exceptions to the prohibition as follows:

- A translucent face shield or clear mask that does not conceal the wearer’s facial identity;
- A medical or surgical grade mask, N95 respirator, or other breathing apparatus worn to prevent the transmission of airborne diseases;
- A mask or breathing apparatus worn to protect against exposure to smoke during a fire involved situation;
- A mask or helmet necessary to perform duties during a water involved situation;

- A mask worn to protect against exposure to biological or chemical agents during an incident where such agents may be present;
- A mask or face covering worn to protect against exposure during a weather event that may cause injury to the officer while in the performance of their duties;
- A mask that provides physical protection to the face while the officer is engaged in high-risk situations, including a shootout, standoff, hostage-taking situation, or terrorist situation;
- A motorcycle helmet worn while the officer is utilizing a motorcycle or other vehicle that requires a helmet for safe operations while in the performance of their duties; and
- Eyewear necessary to protect from the use of retinal weapons, including lasers.

In addition to the exceptions, the bill authorizes SWAT team (defined as a Special Weapons and Tactics team, which includes any other tactical team that has similar duties) officers to utilize gear necessary to protect their faces from physical harm while in the performance of their SWAT team duties.

#### Identification Required

Bill 18-26 requires a law enforcement officer to wear and display appropriate identification in a manner that is readily visible while interacting with the public in the performance of their duties in Baltimore County. “Appropriate identification” is defined as an item or items that display the officer’s name or badge number and the full name or initials of the officer’s employing agency.

Bill 18-26 lists several exceptions under which a law enforcement officer is not required to wear identification as follows:

- An operation during which an officer must conceal their identity or purpose to investigate or gather evidence of criminal activity while in the performance of their duties;
- Exigent circumstances that involve imminent danger to persons or property or the escape of a perpetrator or the destruction of evidence, including if the officer is responding to those circumstances while off-duty;
- An officer wearing personal protective equipment that prevents display of identification;
- A SWAT team officer while in the performance of their SWAT team duties; or
- An officer engaged in protective operations involving elected officials, judicial officers, or other designated dignitaries where the display of identification would compromise the safety, anonymity, or tactical effectiveness of the protection detail.

### Similar Legislation in Other Jurisdictions

Several states (including Maryland) and local governments (including other Maryland counties) have introduced, considered, or enacted law enforcement mask bans similar to Bill 18-26. According to a research [paper](#) published by the University of Wisconsin Law School's State Democracy Research Initiative, as of January 29, 2026, lawmakers in at least 17 states have proposed legislation to prohibit law enforcement from masking. Additionally, hundreds of cities and local governments around the country, including places like Chicago, Seattle, and St. Paul, are considering law enforcement mask bans.

### California

In September 2025, California became the first (and so far, only) state to enact a mask ban (Senate Bill 627). That law makes it a crime for law enforcement to "wear a facial covering that conceals or obscures their facial identity in the performance of their duties." There are certain delineated exceptions to this rule. The exceptions found in Bill 18-26 and SB 1 are largely modeled after those found in California's Senate Bill 627. Notably, the law applies to law enforcement officers at both the local and federal level, but exempts state officials.

On November 17, 2025, the United States filed a lawsuit in the California federal district courts challenging the constitutionality of Senate Bill 627 and shortly thereafter filed a motion for a preliminary injunction that would block California from enforcing the law upon its effective date of January 1, 2026. Generally, the federal government argued that the Supremacy Clause of the U.S. Constitution preempted California from interfering with operations that are the exclusive purview of the federal government (i.e., immigration enforcement). Conversely, California argued that a law enforcement mask ban is within the State's police powers, which is one power reserved for States under the 10<sup>th</sup> Amendment of the U.S. Constitution. The federal government countered that police powers are preempted if the law itself obstructs the federal government's operations (as they argued Senate Bill 627 does). Generally, caselaw has resolved this by requiring a fact-specific analysis to determine when a state law may be obstructive.

On February 9, 2026, a district court judge issued a preliminary injunction enjoining California from enforcing Senate Bill 627. The Court blocked Senate Bill 627 because the Court found the law likely violates the intergovernmental immunity doctrine because it applies to federal law enforcement officers but not to California State law enforcement officers. In other words, the Court accepted the federal government's argument that there is no justification for Senate Bill 627 to treat California State officers better than federal officers who perform comparable duties, including investigations, stops, searches, and arrests.

“Even though the United States has failed to demonstrate that the facial covering prohibition [of Senate Bill 627] unduly interferes with federal functions, the Court acknowledges that it is nonetheless an incidental regulation on law enforcement officers. The intergovernmental immunity doctrine prohibits imposing such a regulatory burden, albeit minimal and incidental to operations, in a discriminatory manner against the federal government. The inquiry for a discriminatory burden under the intergovernmental immunity doctrine is distinct from the inquiry into whether a state law directly regulates the federal government.” And, unlike under the latter analysis, “there is no *de minimus* exception to a discriminatory burden.”

Presently, it is unclear whether either California or the United States will appeal the District Court ruling to the U.S. Court of Appeals for the Ninth Circuit.

#### The Maryland General Assembly

Currently, the Maryland General Assembly is considering SB 1/HB 155. On February 3, 2026, the Maryland Senate passed SB 1 with amendments. SB 1 is currently before the Judiciary committee in the House of Delegates for consideration. As introduced, SB 1/HB 155 would do the following:

- (1) Prohibit a law enforcement officer from wearing a face covering while performing their duties in the State of Maryland, except under specific circumstances. SB 1 defines law enforcement officers and face coverings similarly to Bill 18-26, and the exceptions are nearly identical;
- (2) Require the Maryland Police Training and Standards Commission (MPTSC) to develop a model policy prohibiting the use of a face covering by a law enforcement officer in the course of duty; and
- (3) Require a law enforcement agency with officers operating in the State to adopt a policy consistent with the model policy.

On January 21, 2026, the Office of the Attorney General of Maryland (OAG) issued a letter responding to a State Delegate on the constitutionality of SB 1, as introduced. The OAG produced two main conclusions. First, SB 1 “is not clearly unconstitutional, since criminalizing conduct to protect public safety and the regulation of State and local law enforcement are within the State’s police powers.” Second, “it would be difficult and likely unconstitutional for the State to enforce a masking prohibition against federal agents like Immigration and Customs Enforcement (ICE) agents, or to require them to adopt certain anti-masking policies.”

### Montgomery County

On January 20, 2026, CB 5-26 was introduced before the Montgomery County Council. That bill would prohibit law enforcement agencies from wearing masks or facial coverings while on duty in Montgomery County. While the Montgomery County bill defines a law enforcement agency similarly to SB 1 and Bill 18-26, it contains fewer exceptions under which an officer may wear a mask. CB 5-26 is currently before the Montgomery County Council's Public Safety Committee for consideration.

### Prince George's County

On February 17, 2026, the Prince George's County Council introduced a package of three bills and two resolutions regarding immigration protections and County actions regarding immigration enforcement. The bills in this package are construed as emergency measures, so the legislative process is not clear at this time. One bill in this package, CB 8-26, would prohibit law enforcement officers from wearing face coverings while performing their duties in Prince George's County, with some exceptions. While the relevant definitions and specific exceptions differ some in wording from the legislation discussed above, CB 8-26 generally works in the same way.

### Other Large Counties in Maryland

Currently, no similar legislation regarding law enforcement mask prohibitions have been proposed in Howard or Anne Arundel Counties or Baltimore City.

With the affirmative vote of five members of the County Council, Bill 18-26 will take effect 14 days after its enactment.

Bill 19-26

Council District(s) All

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**Mr. Patoka**

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**Employees Retirement System – County Council Members – Repeal of Bill 40-24**

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Bill 19-26 repeals Bill 40-24, which amended the pension calculation process for retired members of the County Council.

Enacted in June 2024, Bill 40-24 modified this calculation to establish two pension calculations for retired councilmembers based on their retirement date. For councilmembers who retired before January 1, 2025, the rules established prior to Bill 40-24 would apply. For members retiring on or after January 1, 2025, Bill 40-24 established a new calculation that required a recalculation of their retirement allowance if the compensation paid to current members of the County Council is changed in accordance with § 2-1-102 of the Baltimore County Code. In addition, any retired councilmember whose retirement allowance is recalculated is not eligible for regular retiree cost-of-living adjustments.

Bill 19-26 would repeal all changes enacted under Bill 40-24. This means that the retirement allowance for all retired councilmembers, regardless of when they retire, would be calculated under the rules in place prior to Bill 40-24. All retired councilmembers would be eligible for regular retiree cost-of-living adjustments.

The long-term cost impact of Bill 40-24, and therefore the fiscal implications of repeal, is dependent on future salary growth and tenure patterns that may not be anchored in established compensation or service history and would require consideration of scenario-based actuarial projections.

Bill 19-26 will take effect 45 days after its enactment.

**Bill 20-26**

**Council District(s) All**

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**Mr. Marks**

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**Development Impact Fee**

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Bill 20-26 amends several aspects that factor into the calculation of development impact fees. In general, development impact fees in Baltimore County apply to residential development, while development impact surcharges apply to non-residential development. Both the fee and the surcharge were first enacted in 2019.

Currently, development impact fees are assessed on new residential development. “Residential” is defined as a building that contains one or more dwelling units, including a boarding house, and encompasses all areas contained within the residential building, including any attached garage or areas used for home occupations.

Bill 20-26 would amend this definition in two ways. First, only “occupiable” areas contained within a residential building would count as residential. Generally, “occupiable” is defined as space that is designed for human occupancy in which individuals may live, work, or congregate for amusement and equipped with means of egress, light, and ventilation. However, Bill 20-26 adds a third requirement that the space must be “enclosed and suitable for year-round use, embodying walls, floors, and ceilings that are similar to the rest of the dwelling unit, climate controlled, and with ceilings at least 7 feet in height except under beams, ducts or similar obstructions or under stairs” in order to be “occupiable.”

The second way Bill 20-26 amends the definition of “residential” development is by modifying the list of exempted areas. Generally, “residential” development does not include: transient accommodations (such as a hotel, country inn, or bed and breakfast inn); nonresidential uses within a mixed-use structure; or accessory buildings that do not contain living quarters, such as detached garages, sheds, or other accessory structures. Bill 20-26 amends this exemption to clarify that certain attached spaces are also excluded from the definition of residential development, including garages that are not occupiable, screened-in rooms, decks, and exterior porches and patios.

Beyond amending definitions, Bill 20-26 amends the provisions governing the development impact fee to specify that the fee is calculated on a per-square-foot basis using occupiable space.

Last, an uncodified section of Bill 20-26 provides for limited refunds of development impact fees previously paid. Specifically, if an impact fee paid after the effective date of Bill 45-24 exceeds the amount that would have been calculated under the method established in Bill 20-26, the excess amount must be refunded to the payor within 90 days.

The fiscal impact of Bill 20-26 will depend on the extent to which the revised definition affects both future development impact fee collections and any refunds of previously paid fees.

With the affirmative vote of five members of the County Council, Bill 20-26 will take effect 14 days after its enactment.

**Bill 21-26**

**Council District(s) All**

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**Mr. Patoka**

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**Zoning Regs. – Uses Permitted in the Business, Local (B.L.) Zone – Catering Hall**

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Bill 21-26 permits a catering hall in the Business, Local (B.L.) Zone under certain circumstances. The Zoning Regulations define a catering hall as a facility or part of a facility used regularly for serving beverages and food to groups which reserve the facility for banquets or gatherings before the day of the event. A catering hall is not a standard restaurant.

Currently, only a community building or other land use devoted to civic, social, recreational, and educational activities may be used as a catering hall in the B.L. Zone by special exception. Bill 21-26 permits a catering hall in the B.L. Zone by right and without being attached to a community building or other land use. However, the catering hall must be located within an existing shopping center.

With the affirmative vote of five members of the County Council, Bill 21-26 will take effect 14 days after its enactment.

**FM-1 (Contract)**

**Council District(s) All**

**Police Department**

**Testing Services – Marijuana Samples**

The Administration is requesting approval of a contract with National Medical Services, Inc. to provide marijuana testing services. The 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 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 \$55,961 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>Total Compensation</b>	<b>Notes</b>
<b>County</b> <sup>(1)</sup>	\$ 55,961	<sup>(1)</sup> General Fund Operating Budget. <sup>(2)</sup> Estimate for the entire 5-year and 4-month term.
<b>State</b>	--	
<b>Federal</b>	--	
<b>Other</b>	--	
<b>Total</b>	<u>\$ 55,961</u> <sup>(2)</sup>	

**Analysis**

The contractor will provide laboratory testing services for the identification and differentiation of hemp and marijuana for the Police Department, as well as court testimony when requested by the Baltimore County State’s Attorney’s Office or the court. The Department previously advised that it utilizes these services when certain specialized tests cannot be performed in-house due to limitations in available facilities and technology. The Department further advised that outsourcing reflects operational considerations, including the infrequent need for certain tests, staff training

requirements, and staffing constraints, and may result in faster turnaround times for certain cases. The Department advised that the County reserves the right to conduct on-site visits as needed.

The County will be billed at unit prices of \$270 and \$523, depending on the type of test required. The contract provides a four-week turnaround time; a penalty may apply if the turnaround time is not met. The County also will be billed for expert court testimony and associated travel, which is required to be at fair market cost.

The 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 contract provides that compensation may not exceed the amount appropriated for these services for the entire contract term. The Department advised that the estimated compensation totals \$55,961 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 agreement by providing 30 days prior written notice.

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

On February 16, 2021, the Council approved a similar 5-year and 3-month contract (which commenced July 21, 2020) with National Medical Services, Inc. On October 20, 2025, the Council approved an amendment to extend the contract by approximately six months, through the earlier of April 20, 2026 or the date upon which a new agreement has been executed. According to the County's financial system, as of February 10, 2026, expenditures/encumbrances under the contract totaled \$18,655.

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**

National Medical Services, Inc.  
3701 Welsh Road  
P.O. Box 433a  
Willow Grove, PA 19090

### **The Project:**

National Medical Services, Inc. currently has a contract (SCON-10000612) for testing of marijuana evidence samples, which expires on 4/20/2026. The goal of this Council Action Request is to create a one (1) year contract with four (4) annual renewals without exceeding the County Council approved appropriation. These tests permit evidentiary marijuana samples to be analyzed for purity. This analysis is required for prosecution in certain cases as requested by the State's Attorney's Office. The department does not have the equipment or certified personnel to complete this testing. Each test costs between \$270 - \$523. Since all of these requests originate with the State's Attorney's Office, we can only advise that approximately 20 cases for plant matter (Marijuana) testing have been outsourced per year to the contractor.

Prepared by: Police Department

**FM-2 (Contract)**

**Council District(s) All**

**Department of Environmental Protection and Sustainability**

**Electricity Supplier Services**

The Administration is requesting approval of a contract with WGL Energy Services, Inc. to act as the County’s agent for the purchase of electricity. The contract commences August 1, 2026, continues for 1 year, and will renew automatically for nine additional 1-year periods with the option to extend the initial term or any renewal term an additional 180 days. 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 \$31,779 for the initial 1-year term and \$317,788 for the entire 10-year and 6-month term, including the renewal and extension periods. See Exhibit A.

**Fiscal Summary**

<b>Funding Source</b>	<b>Initial Term</b>	<b>Total Compensation</b>
<b>County</b> <sup>(1)</sup>	\$ 31,779	\$ 317,788
<b>State</b>	--	--
<b>Federal</b>	--	--
<b>Other</b>	--	--
<b>Total</b>	\$ 31,779 <sup>(2)</sup>	\$ 317,788 <sup>(3)</sup>

<sup>(1)</sup> General Fund Operating Budget.

<sup>(2)</sup> Estimate for the initial 1-year term.

<sup>(3)</sup> Estimate for the entire 10-year and 6-month term.

**Analysis**

The contractor will act as the County’s agent for purchasing electricity. Compensation for transactional services (i.e., the transactional fee) will be at the rate of \$0.48 per megawatt hour

(MWh). The County will be billed under fixed-rate budget billing with the budget billing rates adjusted periodically to “true up” actual versus billed costs.

The Baltimore Regional Cooperative Purchasing Committee (BRCPC) is a purchasing consortium consisting of City, County, and local government jurisdictions, Boards of Education and other governmental agencies located in the Central Maryland region. When the purchase of electricity was deregulated in 1999, the County, as part of the BRCPC, began soliciting bids from electricity suppliers to purchase electricity on a retail basis. The goal of this procurement strategy was to identify and contract with companies that offered rates lower than those offered by BGE and Conectiv, which were considered providers of last resort. In response to rate fluctuations within the electricity futures market that occurred faster than procurement methods could process and added “risk premiums” from suppliers to rates offered to BRCPC, BRCPC evaluated its purchasing strategy and determined that municipal government procurement rules and regulations were not the most cost-effective procurement and risk-management vehicle for procuring energy commodity. Accordingly, the members of BRCPC executed a memorandum of understanding to govern the electricity procurement program; the BRCPC now employs a strategy of purchasing electricity from a licensed agent which buys electricity on an hourly and fixed block purchasing structure at the direction of an independent energy advisory consultant (Enel-X).

The contract commences August 1, 2026, continues for 1 year, and will renew automatically for nine 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 provides that compensation may not exceed the amount appropriated for these services for the entire contract term. The Department advised that estimated compensation totals \$31,779 for the initial 1-year term and \$317,788 for the entire 10-year and 6-month term, including the renewal and extension periods, assuming annual County usage of 66,205 MWh. The County may terminate the agreement by providing 30 days prior written notice.

The Department advised that during FY 2024 and FY 2025, the County expended \$10,793,716 and \$8,201,170, respectively, for electricity usage.

The contract was awarded through a competitive procurement process based on qualifications, value, and experience. The Department advised that WGL Energy Services, Inc. submitted the only proposal. This solicitation was a BRCPC cooperative effort with other participating entities in the Baltimore region, with Howard County, Maryland serving as the lead government agency;

each entity will enter into a separate agreement with the contractor. The Department advised that there is not an M/WBE participation requirement.

On August 1, 2016, the Council approved a similar 10-year contract with WGL Energy Services, Inc. The contract expires July 31, 2026. The Department advised that total actual transactional service fees are not identified in the County's financial system; however, estimated expenditures on transactional services have totaled between \$331,025 (based on 66,205 MWh consumption in FY 2025 at a rate of \$0.50 per MWh) and \$451,100 (the estimate provided at the time the contract was approved in 2016) over the 10-year period. The Department advised that the County consumed 66,205 MWh at \$0.50 per MWh in FY 2025, resulting in an annual service fee of \$33,103.

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

### Electricity Supply Services Contract

Baltimore County is a member entity of the cooperative purchasing committee of the Baltimore Metropolitan Council, Inc., the Baltimore Regional Cooperative Purchasing Committee (“BRPC”).

The members have executed a memorandum of understanding (MOU) to govern an electricity procurement program. This includes the establishment of an energy board that meets every two months to oversee the program.

Howard County, Maryland, a local government entity, acted as the lead entity on behalf of all BRPC entities in a process to select and award an electric supplier contract, with participation of multiple entities in the selection and award process. WGL Energy Services Inc. has been selected for award based on technical qualifications, competitive price/technical proposal, experience, and evaluation committee consensus through formalized weighted scoring.

The current contract for electricity utility service expires with Baltimore Gas and Electric’s September 2026 meter read dates. Physical delivery of the power under the new contract will commence with the September 2026 meter read dates.

The Contractor shall provide the following services to the County and BRPC: perform purchasing transactions for electricity on the PJM hourly pricing and wholesale fixed-rate block markets. The Contractor shall execute the BRPC (Baltimore Regional Cooperative Purchasing Committee) electricity procurement strategy that has been designed to efficiently and cost effectively access the electric wholesale markets and minimize transaction costs.

**The annual service fee shall be \$31,778.76 based on the WGL fee of 48 cents per MWh (as listed in the price proposal), based on metered usage for 2025, for the general government.**

The agreement shall be effective when executed by the County and the Contractor, and shall continue through one (1) year thereafter (hereinafter defined as the “Initial Term”) at which time the County may exercise its option to renew, unless the Agreement is terminated. The County shall have the option of extending this Agreement at the end of the Initial Term or any renewal term for an additional 180 days, on the same terms and conditions, by providing written notice of its intent to extend to the Contractor.

The County reserves the sole right to renew this Agreement for nine (9) years, in one year increments, (each a “Renewal Term”) on the same terms and conditions set forth herein. The County will automatically renew this Agreement at the end of the Initial Term and each Renewal Term (except for the last) unless it provides sixty (60) days written notice of non-renewal to the Contractor prior to the end of the then current term.

All portfolio costs will be billed to the County based on Fixed Rate budget Billing (\$ per kilowatt hour). Billing rates will be based on the estimated costs of the portfolio and adjusted periodically to true-up actual vs. billed costs. Contractor will bill the three rate classes at a fixed \$ rate per kWh based on BRPC approved billing rates provided by County or its representative and subject to agreement by the Contractor which will not be unreasonably withheld. Billing rates can be changed up to three times per year, however

it is BRCPC's intent to not change the billing rates once they have been determined for the current fiscal year unless necessary to manage towards the excess working capital balance target. Contractor will send invoices electronically to County's accounts on a monthly basis based on the utility monthly metered usage for each account.

Prepared by: Department of Environmental Protection and Sustainability

**FM-3 (3 Contracts)**

**Council District(s) All**

**Office of Information Technology**

**Audio Visual Hardware and Services**

The Administration is requesting approval of three contracts, with Daly Computers, Inc., Design & Integration, Inc., and Hitt Holding Corporation DBA Vision Technologies, LLC, to provide audiovisual (AV) hardware and related services. 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. The Office advised that estimated compensation for all contractors combined totals \$2,326,016 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>	\$ 2,326,016	<sup>(1)</sup> Capital Projects Fund (Enhanced Productivity Thru Technology) and Equipment Financing Program. <sup>(2)</sup> Estimate for all contractors combined for the entire 5-year and 4-month term.
<b>State</b>	--	
<b>Federal</b>	--	
<b>Other</b>	--	
<b>Total</b>	<u>\$ 2,326,016</u> <sup>(2)</sup>	

**Analysis**

The County will enter into three contracts, with Daly Computers, Inc., Design & Integration, Inc., and Hitt Holding Corporation DBA Vision Technologies, LLC, to provide audiovisual (AV) hardware and related services necessary to install, configure, and maintain the hardware for optimal use. The contractors will provide all labor, technical expertise, supervision, materials,

freight charges, transportation, equipment, and parts required to perform consultation, troubleshooting, maintenance, repairs, and/or installation services.

The Office advised that the primary purpose for procuring AV specific contractors is to provide improved support for the following highly critical County operations: the 911 Centers; the Emergency Operations Center; Police Command and Control; and the County Health Department Emergency Operations Center. The Office also advised that AV technology and its capabilities have continued to grow, with AV needs being required among all of the County's departments.

The contracts provide discount pricing off the manufacturer's suggested retail price (ranging from 0.50% to 42.50%), depending on the manufacturer and product. Hourly labor rates range from \$82.50 to \$150, depending on the contractor and service category (e.g., non-technical labor, programming).

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. The Office advised that estimated compensation for all contractors combined totals \$2,326,016 for the entire 5-year and 4-month term, including the renewal and extension periods. The County may terminate the agreements by providing 30 days prior written notice.

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 awarded the contracts through a competitive procurement process based on qualifications from 11 proposals received. The Office advised that there is not an M/WBE participation requirement.

On March 16, 2020, the Council approved two similar 5-year and 4-month contracts (which commenced December 1, 2019) with Daly Computers, Inc., and Strategic Communications, LLC. The contracts expired February 28, 2025. According to the County's financial system, as of

February 6, 2026, expenditures/encumbrances under the contract totaled \$1,722,917: \$915,614 to Daly Computers, Inc., and \$807,303 to Strategic Communications, LLC. The Office advised that since the contracts' expiration, the County has contracted for needed equipment and installation services via individual Purchase Orders (including a \$38,126 purchase order with Daly Computers, Inc. approved by the Council on November 3, 2025). Specifically, the Office advised that, as of February 12, 2026, the County has incurred expenses totaling \$245,334 with Daly Computers, Inc. since expiration of the prior contract. The Office further advised that any services provided in connection with those expenditures were integral or incidental to the purchase of audio-visual equipment, and therefore classified as part of the commodities purchases.

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

**Summary** – This fiscal matter is new contracts with Daly Computers; Design & Integration; and Vision Technology for audio visual (AV) hardware, and services necessary to install, and configure the hardware for optimal use. The County reserves the right to add and remove equipment as may be required.

Daly Computers; Design & Integration; and Vision Technology will provide all labor, technical expertise, supervision, materials, freight charges, transportation, equipment and parts required to perform consultation, troubleshooting, maintenance, repairs and/or installation services requested by the County.

**History** – The primary purpose for procuring Audio Visual specific on-call contractors was to provide improved support for three highly critical County operations, such as the 911 Centers, the Emergency Operations Center, the Police Command and Control Center and the County Health Department Emergency Operations Center. The technology and capabilities of these areas has continued to grow, with audio visual needs being required among all the County's departments.

**Fiscal Impact** – This fiscal matter is to establish 3 new contracts with Daly Computers; Design & Integration; and Vision Technology LLC for audio visual (AV) hardware, and services as needed. The awards are a result of a Request for Proposal. If approved by Council, the initial term for all contracts will be for one-year with four (4) one year renewal options and the total compensation will not exceed the County Council approved appropriations during the life of the contract.

Prepared by: Office of Information Technology

**FM-4 (Contract)**

**Council District(s) All**

**Department of Housing and Community Development**

**Training/Technical Support – Office of Housing Mobility Program**

The Administration is requesting approval of a contract with Baltimore Regional Housing Partnership, Inc. (BRHP) to provide training and technical support for the County’s Mobility Program. The contract commences upon Council approval and continues through March 1, 2028. The contract provides that compensation may not exceed \$68,320. See Exhibit A.

**Fiscal Summary**

<b>Funding Source</b>	<b>Maximum Compensation</b>	<b>Notes</b>
<b>County</b>	--	<sup>(1)</sup> U.S. Department of Housing and Urban Development funds. <sup>(2)</sup> For the entire 2-year term.
<b>State</b>	--	
<b>Federal <sup>(1)</sup></b>	\$ 68,320	
<b>Other</b>	--	
<b>Total</b>	<u>\$ 68,320 <sup>(2)</sup></u>	

**Analysis**

The Department advised that through the Voluntary Compliance Agreement (VCA)-required Mobility Program, the County assists low-income families with identifying and moving to better-resourced parts of the County to improve their long-term health, education, and economic outcomes. Under the proposed contract, BRHP will provide training and technical support to support the County’s ability to continue to meet its obligations under the VCA. The contractor will provide services including staff training, outreach material production, operating procedure formalization, Learning Management System (LMS) integration for client workshops, and program automation. The Department advised that it anticipates such training and resources will reduce turnover on the Mobility Program team.

The contract commences upon Council approval and continues through March 1, 2028. The contract provides that compensation may not exceed \$68,320. The Department advised that the scope of work reflects an anticipated 48-week implementation period and that it does not anticipate utilizing the contractor's services beyond 2026. Hourly rates for services performed outside the contract's scope of work range from \$100 to \$175 depending on the position (i.e., director, supervisor, support staff). The County may terminate the agreement by providing prior written notice.

The Department advised that the County awarded the contract through an approved non-competitive procurement process after conducting outreach to Mobility Programs and determining that BRHP was the only organization with demonstrated experience administering this specific type of Mobility Program. The Department further advised that other technical service providers lacked comparable program-specific experience. The contract does not include an M/WBE participation requirement.

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 Administration, through its Department of Housing and Community Development (“DHCD”) – Office of Housing (“BCOH”) is seeking County Council approval of a contract with Baltimore Regional Housing Partnership (“BRHP”) for training and technical support designed to increase the efficacy of the BCOH Mobility Program, and to formalize the processes and training needed to allow the Program to operate successfully and efficiently. This is particularly critical since Baltimore County is required to operate a Mobility Program and to meet certain outcomes under the terms of the Voluntary Compliance Agreement (“VCA”).

BRHP is well positioned to provide these supports through its long history of administering its nationally-recognized Housing Mobility Program. BRHP has administered this program for over a decade and is recognized by HUD as an expert in the field. Additionally, through its Mobility Works initiative, BRHP has provided similar services to over a dozen housing mobility providers nationwide who continue to administer successful programs, long after their engagement with BRHP. DHCD initially surveyed Mobility Programs throughout the Country and each advised the only reputable organization providing these services was BRHP. DHCD was unable to identify any other organizations nationally to assist with this effort. The Mobility Program helps low-income families identify and move to better resourced parts of the County with data that reflects high-performing schools, lower rates of poverty, and better accesses to quality jobs, to improve their long-term health, education, and economic outcomes.

BRHP will provide services tailored specifically to the BCOH’s unique needs and will work collaboratively with BCOH throughout this process. Key services will include the development of training materials for staff, additional resources for clients, and the establishment of standard operating procedures to enable smooth implementation, increased outcomes and VCA compliance. This process will commence with planning sessions followed by in-person trainings with BCOH to help provide staff with a history and understanding of mobility programs, drawing on HUD-issued guidance on mobility resources while incorporating BRHP’s best practices and tailoring to the County.

BRHP has a proprietary online Learning Management System (LMS) platform to offer interactive workshops that facilitate interactive learning without creating barriers for clients to participate in the program due to scheduling availability. BRHP will help BCOH integrate a LMS for workshops, including a client Program Orientation, Credit Building and Repair, and a Housing Search workshop, among others.

BRHP also has a large team of data analysts who have worked with other emerging and established mobility programs to build and integrate tools for understanding and addressing needs. This team will help automate many program features, including dashboards for tracking client counseling progress and resources for easier landlord engagement, including integrated forms that may be tracked, assigned and processed smoothly.

BRHP is providing services at rates that are below market in the general housing technical assistance space. Additionally, BCOH is capitalizing on the years of experience, depth of offerings, and intellectual property that BRHP has developed over the years. There are other technical assistance providers, but none who have experience in administering this specific version of a Mobility Program, a library of existing materials to share and experience advising local governments and housing organizations throughout the nation as well as HUD recognition.

Prepared by: Department of Housing and Community Development

**FM-5 (Contract)**

**Council District(s) All**

**Department of Public Works and Transportation**

**Parking Lot Striping Services**

The Administration is requesting approval of a contract with Image Asphalt Maintenance, Inc., to provide parking lot striping at various County-owned parking lots. The contract commences upon Council approval, continues through October 19, 2026, 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 Office of Budget and Finance, Purchasing Division advised that this contract represents the second award made under the solicitation for these services; the first award, to GMC Contractors, Inc., was approved by the Council on October 20, 2025. The Department advised that estimated compensation for both contractors providing services pursuant to the solicitation totals \$414,422 for the entire approximate 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>	\$ 414,422	<sup>(1)</sup> General Fund Operating Budget. <sup>(2)</sup> Estimated compensation for both contractors providing services pursuant to the solicitation for the entire approximate 5-year and 4-month term.
<b>State</b>	--	
<b>Federal</b>	--	
<b>Other</b>	--	
<b>Total</b>	\$ 414,422 <sup>(2)</sup>	

**Analysis**

On October 20, 2025, the Council approved a 5-year and 4-month contract pursuant to the same solicitation with GMC Contractors, Inc. Prior to Council approval, but subsequent to awarding the

contract to GMC Contractors, Inc., the Department requested the contractor to provide more specific rates for line striping; the Department also requested rates for additional services. After receiving the more specific and additional quoted prices from the contractor, and to ensure consistent pricing across the solicitation, the Purchasing Division requested similar price quotes from the other respondents to the County's solicitation. The Purchasing Division advised that the County would award work from the original scope of services to GMC Contractors, Inc. based on its originally-submitted rates, and it would award a second contract to another respondent for the more specific and additional services (the currently proposed contract with Image Asphalt Maintenance, Inc.). According to the County's financial system, as of February 10, 2026, no funds have been expended/encumbered under the GMC Contractors, Inc. contract.

The contractor, Image Asphalt Maintenance, Inc., will provide all labor, materials, tools, equipment, and supervision to perform specific additional parking lot striping services at County-owned parking lots. The rate for line striping is \$0.32 per linear foot for all colors (i.e., yellow, blue, white), thicknesses (i.e., 4", 5", 6"), and layers (i.e., new or retrace). The rate for removal of existing markings is \$7 per square foot. The rates for application of symbols or other markings and glass beads to markings is \$1 and \$0.30 per square foot, respectively. The mobilization rate is \$1,000 per day. (The Purchasing Division advised that while the Department's intention is for the proposed contractor to provide only these additional, specific services, other services based on the original contract scope may be requested if needed. Rates for those services are \$350 per handicap stencil, \$490 per installed handicap sign, and \$200 per stenciled 4-6" arrow.)

The contract commences upon Council approval, continues through October 19, 2026, 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 estimated compensation for both contractors providing services pursuant to the solicitation totals \$414,422 for the entire approximate 5-year and 4-month term, including the renewal and extension periods. The County may terminate the agreement by providing 30 days prior written notice.

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 awarded the contract through a competitive procurement process based on low bid from four bids received. As previously mentioned, this contract represents the second award made under the solicitation that is being submitted for Council approval. The contract establishes a 10% M/WBE participation requirement.

On November 20, 2023, the Council approved a similar 5-year and 4-month contract with McLamb Services, LLC. The Purchasing Division advised that the Department did not order services under the contract because the vendor subsequently fell out of good standing with the Maryland Department of Assessments and Taxation (SDAT); the contract expired November 19, 2024. The Purchasing Division further advised that County employees provided some parking lot striping services internally during this time, while also utilizing an existing contract (approved January 5, 2021) with an on-call construction contractor (M.T. Laney Company, Inc.) to provide these services in conjunction with paving parking lots. The Purchasing Division advised that through February 2, 2026, expenditures/encumbrances for these services under the M.T. Laney contract totaled \$60,035.

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

### **Parking Lot Striping Services, Term Contract – Image Asphalt Maintenance Inc.**

**Purpose** – The Contractor hereunder shall provide and Baltimore County Government shall purchase parking lot striping services, to apply lines, stripes, and other images on various County properties. Work to be performed will be overseen by the Department of Public Works & Transportation.

**Scope of Contract** – The Contractor shall provide parking lot striping services which the County may require during the Term. The County reserves the right to order such services as may be required during the Term, and it also reserves the right not to order any services, if it is found that such services are not required by the County during the Term.

**Contract Value \$** - The contract does not specify a contract capacity. The capacity is tied to the total County Council appropriation for parking lot construction and maintenance services, including lot striping.

**Term** – One (1) year term from date executed by County Council, with up to four (4) one-year renewals through 2031.

**Vendor Selection method** – Request for Bid No. B-10000316, Parking Lot Striping, Term Contract, closed 12/19/2024. Awarded as low bid for secondary price sheet, submitted 9/26/2025.

**MBE/WBE** – 10%

Prepared by: Department of Public Works and Transportation

**FM-6 (Contract)**

**Council District(s) All**

**Department of Public Works & Transportation**

**Asset Management Services – Water and Sanitary Sewer Assets**

The Administration is requesting approval of a contract with Arcadis U.S., Inc. to provide asset management services for the County’s water and sanitary sewer infrastructure assets. The contract commences upon Council approval, continues for 3 years, and will renew automatically for three additional 1-year periods. The contract provides that the agreement shall remain in effect until the earlier of the date upon which the required services are completed or the County terminates the agreement. The contract provides that compensation may not exceed the amount appropriated for these services for the entire contract term. The Department advised that estimated compensation totals \$2,540,000 for the initial 3-year term and \$4,080,000 for entire 6-plus-year term, including the renewal periods. See Exhibit A.

**Fiscal Summary**

<b>Funding Source</b>	<b>Initial Term</b>	<b>Total Compensation</b>
<b>County</b> <sup>(1)</sup>	\$ 2,540,000	\$ 4,080,000
<b>State</b>	--	--
<b>Federal</b>	--	--
<b>Other</b>	--	--
<b>Total</b>	\$ 2,540,000 <sup>(2)</sup>	\$ 4,080,000 <sup>(3)</sup>

<sup>(1)</sup> Capital Projects Fund – Metropolitan District.

<sup>(2)</sup> Estimate for the initial 3-year term.

<sup>(3)</sup> Estimate for the entire 6-plus-year term.

## Analysis

The contractor will provide asset management services to support the County's ongoing management of its water and sanitary sewer infrastructure assets, including data integration, planning, and decision-support activities. Services include expanding the use of InfoAsset Planner for water and sanitary sewer pipelines and pumping stations, maintaining asset management dashboards, and improving systems integration to support risk-based prioritization, lifecycle planning, and performance measurement. The Department advised that additional support includes project controls for design and construction, such as planning, scheduling, budgeting, and resource management, as well as staff training on asset management processes and software tools. The Department further advised that this work is intended to supplement and expand on internal asset management efforts.

The contract commences upon Council approval, continues for 3 years, and will renew automatically for three additional 1-year periods, unless the County provides notice of non-renewal. The contract provides that the agreement shall remain in effect until the earlier of the date upon which the required services are completed or the County terminates the agreement. The contract provides that compensation may not exceed the amount appropriated for these services for the entire contract term. The Department advised that estimated compensation totals \$2,540,000 for the initial 3-year term and \$4,080,000 for the entire approximate 6-plus-year term, including the renewal periods. The County may terminate the agreement by providing 30 days prior written notice.

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

The contract stipulates that should the contractor perform work under the 2005 consent decree, the contractor shall be liable for payments of penalties charged to the County for failure by the contractor to meet or achieve deadlines or requirements. The damages payable would be dependent upon the type of project and the length of the delay in completing the project. The Department advised that it does not expect to utilize this contractor for consent decree projects.

The Department advised that on August 19, 2025, the Professional Services Selection Committee (PSSC) selected the contractor from 4 submittals based on qualifications. According to the bid documents, there is a 20% M/WBE participation requirement.

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

### 2024-03 On-Call Asset Management Services for Water and Sanitary Sewer Assets

The administration is seeking your approval of a contract agreement with Arcadis to provide asset management services for water and sewer infrastructure assets. The initial term of the contract is 3 years, with three, 1-year renewals resulting in a maximum term of 6 years.

#### **BACKGROUND**

Professional Engineering Services are required to assist Baltimore County with enhancing its water and sanitary sewer asset management program by strengthening modeling, data integration, and decision-making capabilities across both linear and vertical infrastructure. The effort includes expanding the use of InfoAsset Planner for pipelines and pumping stations, maintaining asset management dashboards, and improving systems integration to support risk-based prioritization, lifecycle planning, and performance measurement.

The program incorporates advanced analytics and machine learning to modernize forecasting and capital planning. It also emphasizes robust data collection, QA/QC, and coordination with County bureaus within the Department of Public Works and Transportation (DPW&T) to ensure accurate, comprehensive information for asset evaluation.

Additional support includes project controls for design and construction, such as planning, scheduling, budgeting, and resource assessment, along with extensive staff training on asset management processes and software tools. GIS plays a central role, with work focused on improving data quality through field verification, closing information gaps, and maintaining up to date asset management plans within GIS platforms.

#### **FISCAL**

The Arcadis contract has been reviewed and approved by the Baltimore County Office of Law. If County Council approves this agreement, the contract will be in place for an initial 3-year term period, with three, one-year renewal options. There is an MBE/WBE goal of 20%. There is no upset limit for this contract.

Prepared by: Department of Public Works & Transportation

FM-7 (2 Contracts)

Council District(s) All

**Office of Law**

**Legal Counsel Services**

The Administration is requesting approval of contracts with two firms, Saxena White P.A. and Pomerantz, LLP (the Attorneys), to provide legal counsel services related to the Employees' Retirement System (ERS). The contracts commence upon Council approval, continue for 3 years, and will renew automatically for two additional 3-year periods. For each contract, if litigation has been commenced but not yet been completed, the County will have the option of extending the agreement at the end of the initial term or any renewal term until completion of the litigation, which may result in the agreement remaining in effect beyond the stated term. The Attorneys will advance all necessary fees, costs, and expenses; costs and expenses will be paid only out of a recovery. Legal fees for Saxena White P.A. and Pomerantz, LLP are limited to 18% and 15.5% of gross recovery, respectively, if a matter is resolved prior to formal initiation of trial proceedings and 20% and 18.5% of gross recovery, respectively, if resolved after trial proceedings have commenced. See Exhibit A.

**Fiscal Summary**

The Attorneys will advance all necessary fees, costs, and expenses; costs and expenses will be paid only out of a recovery. Legal fees for Saxena White P.A. and Pomerantz, LLP are limited to 18% and 15.5% of gross recovery, respectively, if a matter is resolved prior to formal initiation of trial proceedings, and 20% and 18.5% of gross recovery, respectively, if resolved after trial proceedings have commenced. The Office advised that neither the County nor the ERS will be required to pay any Attorneys' fees or expenses if a recovery is not obtained, nor will the County have to pay any Attorneys' fees or expenses in excess of the aforementioned fee formula applied to the actual recovery. If the court awards Attorneys' fees, the fees and costs are excluded from the gross recovery calculation. The Office also advised that the total recovery amount and fees are not estimable at this time.

## Analysis

The Attorneys, under the control and supervision of the County Attorney, and in consultation with the Director of the Office of Budget and Finance (OBF), will review ERS investment records and related information to identify potential claims and recovery opportunities. The Office advised that the Attorneys will perform analyses of the County's portfolio for potential domestic anti-trust violations and other potential causes of action, and provide analyses of the County's portfolio for international/foreign class actions and related claims. In the event the ERS incurs a material loss caused by apparent misconduct, the Attorneys will provide legal advice, including recommendations on whether or not to pursue recovery through litigation. The Attorneys will conduct interviews with the investment staff, external managers, and others, as appropriate; gather facts and assess laws applicable to securities fraud litigation; and, if requested by the County Attorney, represent the County at all stages of litigation. Should there be litigation and with a proposed settlement, the Attorneys will also provide a written, confidential report containing a summary of findings, events, and recommendations; the Attorneys will be available as needed to confer with the County Attorney, the Director of OBF, and the Board of the ERS and to provide services as requested relating to other pending securities litigation. The Office of Law advised that it will provide periodic updates to the ERS Board of Trustees regarding matters pursued under these contracts.

The contracts commence upon Council approval, continue for 3 years, and will renew automatically for two additional 3-year periods. For each contract, if litigation has been commenced but not yet been completed, the County will have the option of extending the agreement at the end of the initial term or any renewal term until completion of the litigation, which may result in the agreement remaining in effect beyond the stated term. The Attorneys will advance all necessary fees, costs, and expenses; costs and expenses will be paid only out of a recovery. Legal fees for Saxena White P.A. and Pomerantz, LLP are limited to 18% and 15.5% of gross recovery, respectively, if a matter is resolved prior to formal initiation of trial proceedings and 20% and 18.5% of gross recovery, respectively, if resolved after trial proceedings have commenced. The contracts define gross recovery as: 1) the total of all amounts received on behalf of the County by settlement, arbitration award or judgement, exclusive of any award of counsel's fees; and 2) with no adjustment costs and expenses, other than any separate award of counsel's fees and expenses granted by the court. The Office advised that neither the County nor the ERS will be required to pay any Attorneys' fees or expenses if a recovery is not obtained, nor will the County have to pay any Attorneys' fees or expenses in excess of the aforementioned fee formula applied to the actual recovery. If the court awards Attorneys' fees, the fees and costs

are excluded from the gross recovery calculation. The Office also advised that the total recovery amounts and fees are not estimable at this time. The County may terminate the agreements at any time by providing written notice.

The Office advised that the County awarded the contracts through a competitive procurement process based on qualifications, best value, and experience from 20 proposals received. The Office advised that both firms will have access to the full ERS portfolio and will work independently, with the Office of Law coordinating efforts to avoid duplication. The contracts do not include an M/WBE participation requirement.

The Office of Budget and Finance advised that the ERS Board of Trustees previously approved an agreement effective July 1, 2001 with Mellon Bank, N.A., now known as BNY Mellon National Association, to serve as the County's custodial bank. The Office further advised that ERS records do not extend far enough back in time to document the approval authority for that agreement. The Office of Law advised that, under the agreement, BNY Mellon currently provides limited monitoring of securities portfolios, consisting primarily of submitting information to the County's claims administrator following settlements in domestic securities class action matters. The Office further advised that BNY Mellon does not monitor the County's investment portfolio or external information sources to identify potential losses due to corporate misconduct, does not provide legal advice regarding recovery options, and does not monitor international or foreign class action matters. The Office advised that, for these reasons, the County has determined that a separate contract for legal counsel services is appropriate.

County Charter, Section 510, states that "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 Contractor, under the control and supervision of the County Attorney, and in consultation with the Director of Budget and Finance, will monitor the assets and investment records of the Retirement System and shall:

1. Be permitted to conduct interviews with the investment staff, external managers, and/or others, as appropriate;
2. Diligently gather facts and assess laws applicable to potential securities fraud litigation;
3. Advise the County Attorney of the existence of situations where litigation or arbitration might be indicated, including an assessment of likely outcome, whether there is on-going litigation to which the County on behalf of the Retirement System should be a party, whether the County should act as lead plaintiff in a class action, and other factors, as appropriate, to enable the County to make an informed decision on how to proceed;
4. If requested by the County Attorney, zealously represent the County (and, in any class action where the County is lead plaintiff, the plaintiff class) at all stages of litigation;
5. If a settlement is proposed, provide to the County Attorney a written, confidential report containing (a) a summary of findings and significant events in the litigation/arbitration, and (b) a recommendation as to whether the County should accept the proposed settlement. The report shall include a full explanation of reasons supporting the recommendation;
6. Be responsive to, and available on an "as needed" basis to confer with the County Attorney, the Director of Budget and Finance, and the Board of the Retirement System regarding case status, findings, settlement proposals and recommendations; and
7. Provide services, as requested, relating to other pending securities litigation, including, but not limited to, (a) representation of the County where a determination is made to oppose a settlement of a class action case or to intervene in any other manner in a pending case, and (b) advice regarding general securities litigation matters that may arise from time to time.

Prepared by: Office of Law

**MB-1 (Res. 7-26) Donation**

**Council District(s) 3**

**Mr. Ertel (By Req.)**

**Department of Recreation and Parks**

**Accept Donation of Services – Oregon Ridge Woodland Garden Project**

This resolution authorizes the County to accept a donation valued at \$15,000, comprised of \$5,000 in design services and \$10,000 in goods and materials (i.e., landscape materials and plantings), along with installation and implementation services to be performed by volunteers, from Friends of Oregon Ridge. The Department advised that the donation will be utilized toward the next stage of the Woodland Garden project at Oregon Ridge Park. The Department further advised that the project, which is located in close proximity to the Oregon Ridge Nature Center, is part of the larger Oregon Ridge Park Master Trail Plan, and the Woodland Garden will honor individuals who were instrumental in the preservation of the park. The area will also serve to restore the forest with native vegetation, and programs will be developed to educate park visitors on the County’s historical forest ecosystem. The Department also advised that, to date, County on-call contractors have installed deer exclusion fencing and two gates, funded separately through a State-awarded capital grant. The Department further advised that the design phase of the project is expected to begin in Spring 2026, with the implementation phase expected to take place in Summer 2026 and continue through Fall 2027. See Exhibit A.

The Department advised that while there is no budget cost center specific to the Woodland Garden project, these improvements are budgeted under the larger Oregon Ridge Park Renovations and Enhancements project. The Department further advised that estimated long-term maintenance costs total approximately \$3,000 over a 5-year period, and that no County matching funds are required to receive the donation authorized by this resolution.

County Charter, Section 306, vests in the County Council the power to accept gifts.

This resolution shall take effect from the date of its the date of its enactment.

## Executive Summary

The purpose of this Resolution is to accept \$15,000 worth of goods, materials, and services from the Friends of Oregon Ridge, in the form of a \$5,000 investment by that 501(c)(3) non-profit organization for design of enhancements to the Oregon Ridge Woodland Garden, and \$10,000 in goods and materials, along with installation and implementation services to be performed by the volunteers of the organization. There is no related cash contribution to Baltimore County. These donated goods, materials, and services will support the Oregon Ridge Park Master Trail Plan, an existing capital project, and will accelerate its implementation beyond what would otherwise be possible.

Prepared by: Department of Recreation and Parks

**MB-2 (Res. 8-26)****Council District(s) 2 & 4**

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**Mr. Ertel (By Req.)**

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**Department of Public Works & Transportation**

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**Baltimore County Water Supply and Sewerage Plan – Cycle 43**

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Resolution 8-26 amends the Baltimore County Water Supply and Sewerage Plan as part of the County's annual amendment process (Amendment Cycle 43). Under the governing Executive Orders of April 11, 1990, July 22, 2003, and August 28, 2009, amendments to the Plan may be made on an annual basis, or when warranted, on an emergency basis.

On July 17, 2025, the Planning Board held an advertised public hearing on the requests for amendments to the Plan and reported the results of the hearing to the County Executive. The Departments of Environmental Protection and Sustainability, Public Works and Transportation, and Planning, as well as the Planning Board, reviewed the requests and offered recommendations. Planning Board approval occurred on September 4, 2025. The County Executive reviewed the proposed amendments and submitted them to the Council for approval. Resolution 8-26 adopts the recommendations for these requests.

Upon County Council approval, the amendments to the Plan will be submitted to the Maryland Department of the Environment, which has 90 days to act on the amendments. If approved, the amendments become part of the regulatory Plan.

S = Sewer

W= Water

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>1. S-1 and W-1:</li> <li>2. S-2 and W-2:</li> <li>3. S-3 and W-3:</li> <br/> <li>4. S-4 and W-4:</li> <li>5. S-5 and W-5:</li> <br/> <li>6. S-6 and W-6:</li> <br/> <li>7. S-7 and W-7:</li> </ul> | <p>Existing water and/or sewer area.</p> <p>Not utilized.</p> <p>Capital facilities area – in order to provide service, facilities need to be built and money is in the current year’s Capital Budget or the ensuing 5 years’ estimated budgets. Facilities are subject to budget limitations, petitions made for service, public works agreements, etc.</p> <p>Not utilized.</p> <p>Master Plan area – capital facilities are required to support the Land Use Master Plan. However, these areas are usually not in the Metropolitan District and the owners must petition to be included.</p> <p>Areas of future consideration for Metropolitan District facilities.</p> <p>No planned Metropolitan District facilities.</p> |
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The requested amendments to the Plan are as follows:

Address/Property Name	Current Designation	Proposed Designation
3117 Rices Lane – Parcel 37	W-7; S-7	W-6; S-1
8400 Park Heights Avenue – Parcels 471 and 561	W-7; S-7	W-1; S-3

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

## Executive Summary

Title of Project:

Cycle 43 Amendments to the Water & Sewerage plan

Project Scope:

To amend the water supply and sewerage plan as requested by petitioners under the executive order of April 11, 1990 and as further described in the attached planning board report and resolution.

Petitions were considered for the following areas:

3117 Rices Lane, District 2c4

The 20.04-acre property is located outside the Urban Rural Demarcation Line (URDL) and inside the Metropolitan District Boundary. The Petitioner proposes to change the current water and sewer designations on specific parcels from W-7/S-7 No Planned Service Areas, to W-6/S-1 Area of Future Consideration and Existing Service Area for future development, public health, and environmental protection and sustainability reasons.

8400 Park Heights Avenue, District 3c2

The 39-acre property is located outside the Urban Rural Demarcation Line (URDL) and inside the Metropolitan District Boundary. The Petitioner proposes to change the current water and sewer designations on specific parcels from W-7/S-7 No Planned Service Areas, to W-1/S-3 Existing Service Area and Capital Facilities Area for future development and public health reasons. Note that the site is currently served by public water service.

Purpose:

This resolution would allow changes to the Baltimore County Water Supply and Sewerage Plan requested by petitioners under the Executive Order of April 11, 1990, which provides for updates to the Plan through an annual amendment cycle. The resolution request was prepared at the direction of the Executive Office by the December 8, 2025 memo from the Director of Planning countersigned by the County Executive.

Term:

N/A

Contract Value:

N/A. The amendments create no additional cost to the County. On-site water supply and sewage disposal systems and public water & sewer connections are built at the property owner's expense.

Prepared by: Department of Public Works & Transportation