

COUNTY COUNCIL OF ANNE ARUNDEL COUNTY, MARYLAND

Legislative Session 2013, Legislative Day No. 43

Bill No. 102-13

Introduced by Mr. Grasso, Chairman
(by request of the County Executive)

By the County Council, December 16, 2013

Introduced and first read on December 16, 2013
Public Hearing set for January 21, 2014
Public hearing rescheduled and held on February 3, 2014
Public Hearing on AMENDED BILL set for and held on February 18, 2014
Bill AMENDED March 10, 2014
Public hearing on AMENDED BILL set for March 17, 2014
Bill Expires March 21, 2014

By Order: Elizabeth E. Jones, Administrative Officer

A BILL ENTITLED

1 AN ORDINANCE concerning: Housing and Community Development and Subdivision
2 and Development – Mobile Home Park Relocation Plans

3
4 FOR the purpose of amending certain terms; incorporating State guidelines for mobile
5 home park relocation plans into County law; providing for the administration of
6 mobile home park relocation plans; placing certain restrictions on payment of the
7 relocation assistance required by State law; establishing a fee system for the review
8 and monitoring of plans; and generally relating to Housing and Community
9 Development and Subdivision and Development.

10
11 BY repealing and reenacting, with amendments: §§ 3-5-101(1); 3-5-102; and 17-11-101
12 Anne Arundel County Code (2005, as amended)

13
14 BY adding: § ~~17-6-113~~ 17-6-108
15 Anne Arundel County Code (2005, as amended)

16
17 SECTION 1. *Be it enacted by the County Council of Anne Arundel County,*
18 *Maryland,* That Section(s) of the Anne Arundel County Code (2005, as amended) read as
19 follows:

EXPLANATION: CAPITALS indicate new matter added to existing law.
[Brackets] indicate matter stricken from existing law.
Underlining indicates amendments to bill.
~~Strikeover~~ indicates matter stricken from bill by amendment.

1 **ARTICLE 3. BOARDS, COMMISSIONS, AND SIMILAR BODIES**

2
3 **TITLE 5. HOUSING AND COMMUNITY DEVELOPMENT**

4 **3-5-101. Definitions.**

5
6 In this title, the following words have the meanings indicated.

7
8 (1) “Community Development Programs” means publicly or privately funded
9 programs that advance the general welfare of County residents, especially those with low
10 or moderate income or special needs, in the provision of housing, public facilities,
11 commercial revitalization, and services, AND INCLUDES THE REVIEW AND MONITORING
12 OF MOBILE HOME PARK RELOCATION PLANS REQUIRED UNDER THE REAL PROPERTY
13 ARTICLE, TITLE 8A, OF THE STATE CODE AND ARTICLE 17 OF THIS CODE.

14
15 **3-5-102. Agreement.**

16
17 The County Executive may enter into an agreement with a community services
18 corporation to administer federal, State, and County Community Development Programs.
19 The programs are funded by private and public funds, including grants from the County
20 in accordance with the annual budget and pursuant to the agreement. The agreement:

21
22 (1) shall provide that the community services corporation will administer,
23 implement, and manage on behalf of the County those federal, State, and County
24 Community Development Programs designated in the agreement and in accordance with
25 the legal requirements of those programs;

26
27 (2) shall require the corporation to perform, on behalf of the County, all matters
28 necessary to maintain eligibility for the receipt of funds under the designated federal and
29 State Community Development Programs, except those which by law must be performed
30 by the County;

31
32 (3) may provide, except as otherwise provided by law or contractual obligation,
33 for the assignment to the corporation of any or all of the County's rights, benefits,
34 entitlements, and obligations under existing notes, mortgages, grant mortgages, deeds of
35 trust, purchase money deeds of trust, and other similar liens, that were created through
36 transactions funded under federal, State, or County Community Development Programs;

37
38 (4) shall provide that revenue and receipts from prepayments and repayments of
39 transactions funded in whole or part through federal, State, or County programs shall be
40 received, held, expended, and accounted for in accordance with all applicable federal,
41 State, and County requirements;

42
43 (5) shall provide that the corporation may not obligate the County, except as
44 required by law under federal, State, and County Community Development Programs
45 administered by the corporation on behalf of the County, or as expressly authorized in the
46 agreement;

47

1 (6) shall require the corporation to submit to the County financial statements of a
2 type and frequency acceptable to the Controller, as specified in the agreement;

3 (7) shall require the corporation to submit an annual audit to the County, in
4 conformity with all federal, State, and County program requirements, and an annual
5 report to the County Executive and the County Council concerning its activities;

6
7 (8) shall authorize the County Executive's designees and the County Auditor to
8 audit, individually or together, all corporate financial and program records;

9
10 (9) shall provide that, in the event of dissolution, bankruptcy, receivership, or
11 failure of the corporation to meet its material obligations under the agreement, the
12 corporation shall assign back to the County all assignable rights, benefits, entitlements,
13 and obligations under the notes, mortgages, grant mortgages, deeds of trust, purchase
14 money deeds of trust, and other similar liens previously assigned to the corporation by
15 the County;

16
17 (10) may not pledge or authorize the corporation to pledge the full faith or credit
18 of the County;

19
20 (11) may grant, transfer, and release to the corporation any and all right, title, and
21 interest that the County has in vehicles, equipment, supplies, and materials that were
22 purchased with federal Community Development Block Grant funds;

23
24 (12) may provide for the corporation to lease, at a nominal rate, office space in a
25 County-owned building; [and]

26
27 (13) MAY REQUIRE THE CORPORATION TO REVIEW, APPROVE AND MONITOR
28 COMPLIANCE WITH MOBILE HOME PARK RELOCATION PLANS, AND SHALL PROVIDE
29 THAT THE CORPORATION MAY CHARGE A MOBILE HOME PARK OWNER A ~~BASE~~ FEE AS
30 ESTABLISHED IN ARTICLE 17 OF THIS CODE FOR THE REVIEW, APPROVAL AND
31 MONITORING OF A MOBILE HOME PARK RELOCATION PLAN, ~~WHICH BASE FEE SHALL~~
32 ~~INCREASE BY 4% ON JULY 1 OF EACH YEAR; AND~~

33
34 [(13)] (14) may contain any other provision not inconsistent with those required by
35 this section or by any other law.

36
37 **ARTICLE 17. SUBDIVISION AND DEVELOPMENT**

38
39 **TITLE 6. GENERAL DEVELOPMENT PROVISIONS**

40
41 ~~17-6-113.~~ **17-16-108. Mobile Home Park Relocation Plans.**

42
43 (A) **Generally.** ANY APPLICANT CHANGING THE USE OF A MOBILE HOME PARK
44 SHALL SUBMIT A MOBILE HOME PARK RELOCATION PLAN FOR THE PARK RESIDENTS
45 THAT MEETS THE REQUIREMENTS OF THE REAL PROPERTY ARTICLE, TITLE 8A, OF THE
46 STATE CODE, SHALL COMPLY WITH THE PLAN AS APPROVED, AND SHALL PAY ALL FEES
47 ESTABLISHED BY THIS SECTION. FINAL DEVELOPMENT APPROVAL MAY NOT BE
48 GRANTED UNTIL THE APPLICANT FULLY COMPLIES WITH THE PLAN.
49

1 (B) **Review and monitoring of plans.** THE COUNTY MAY CONTRACT WITH ARUNDEL
2 COMMUNITY DEVELOPMENT SERVICES, INC. OR A SIMILARLY QUALIFIED PERSON OR
3 ENTITY TO REVIEW, APPROVE AND MONITOR COMPLIANCE WITH MOBILE HOME PARK
4 RELOCATION PLANS. A RELOCATION PLAN, INCLUDING ANY RE-SUBMITTALS, SHALL BE
5 REVIEWED AND A WRITTEN APPROVAL OR DENIAL ISSUED NO LATER THAN 45 DAYS
6 AFTER THE DATE OF SUBMITTAL. A DENIAL SHALL INCLUDE SPECIFIC REASONS FOR THE
7 DENIAL.

8
9 (C) **Compliance Affidavit.** AFTER THE APPLICANT HAS RECEIVED APPROVAL OF THE
10 PLAN BY THE COUNTY, AS PART OF AN APPLICATION FOR FINAL PLAN APPROVAL THE
11 APPLICANT MAY FILE AN AFFIDAVIT, UNDER PENALTIES OF PERJURY, STATING THAT THE
12 APPLICANT CURRENTLY IS IN COMPLIANCE WITH THE PLAN AND SHALL CONTINUE TO
13 BE IN COMPLIANCE WITH THE PLAN UNTIL ALL PLAN REQUIREMENTS HAVE BEEN MET,
14 WHICH AFFIDAVIT SHALL CONSTITUTE FULL RELOCATION PLAN COMPLIANCE FOR THE
15 PURPOSE OF AUTHORIZING FINAL DEVELOPMENT APPROVAL BY THE COUNTY.

16
17 (D) **Relocation Assistance.** ONE HUNDRED PERCENT OF THE RELOCATION
18 ASSISTANCE REQUIRED TO BE PAID BY THE APPLICANT IN ACCORDANCE WITH THE REAL
19 PROPERTY ARTICLE, SECTION 8A-1201 OF THE STATE CODE SHALL BE PAID TO THE
20 COUNTY UPON APPLICATION FOR CHANGE OF LAND USE AND THE COUNTY SHALL REMIT
21 THE RELOCATION ASSISTANCE TO THE RESIDENT PURSUANT TO THE PLAN.

22
23 ~~(C)~~ (E) **Computation of fees. Fees.** THE MOBILE HOME PARK OWNER SHALL PAY THE
24 FEES DUE UNDER § 17-11-101 FOR MOBILE HOME PARK RELOCATION PLAN REVIEW AND
25 COMPLIANCE MONITORING AS FOLLOWS.

26
27 (1) ~~ALL FEES FOR THE REVIEW OF A RELOCATION PLAN~~ SHALL BE PAID AT THE
28 TIME OF APPLICATION.

29
30 ~~(I) FOR THE COUNTY'S FISCAL YEAR 2014, THE FEE FOR REVIEW OF A MOBILE~~
31 ~~HOME PARK RELOCATION PLAN IS \$1,500.~~

32
33 ~~(II) FOR EACH FISCAL YEAR AFTER THE COUNTY'S FISCAL YEAR 2014, THE FEE~~
34 ~~FOR REVIEW OF A MOBILE HOME PARK RELOCATION PLAN SHALL INCREASE BY 4%.~~

35
36 (2) ~~FEES~~ THE FEE FOR THE COMPLIANCE MONITORING OF A RELOCATION PLAN
37 SHALL BE PAID AT THE TIME OF APPLICATION DUE FOR EACH ELIGIBLE MOBILE HOME
38 UNIT.

39
40 ~~(I) FOR THE COUNTY'S FISCAL YEAR 2014, THE FEE FOR COMPLIANCE~~
41 ~~MONITORING OF A MOBILE HOME PARK RELOCATION PLAN IS \$300 PER MOBILE HOME~~
42 ~~UNIT.~~

43
44 ~~(II) FOR EACH FISCAL YEAR AFTER THE COUNTY'S FISCAL YEAR 2014, THE FEE~~
45 ~~FOR COMPLIANCE MONITORING OF A MOBILE HOME PARK RELOCATION PLAN SHALL~~
46 ~~INCREASE BY 4% PER UNIT.~~

47
48 (3) IF THE COUNTY ENTERS INTO A CONTRACT IN ACCORDANCE WITH
49 SUBSECTION (B), ALL FEES DUE UNDER THIS SECTION SHALL BE PAID DIRECTLY TO THE
50 PERSON OR ENTITY WITH WHOM THE COUNTY CONTRACTS. OTHERWISE, ALL FEES
51 SHALL BE PAID TO THE COUNTY.

52
53 **TITLE 11. FEES AND SECURITY**

54
55 **17-11-101. Fees.**

56
57 The following fees shall be paid and security given as provided in the following chart,
58 except that fees paid on an application governed by the law as it existed prior to May 12,

1 2005 shall be credited against the fees in the following chart if the application is
 2 withdrawn and a new application is filed under this article:
 3

Category	Fee or Security

Inspection fees	Public works agreement: 7% of the cost of the improvements Forestation agreement: 7% of the cost of the installed plant materials
MOBILE HOME RELOCATION PLAN, COMPLIANCE MONITORING	FOR FY14: \$300 PER MOBILE HOME UNIT AFTER FY14: \$300 PER MOBILE HOME UNIT PLUS \$12 PER UNIT PER EACH ADDITIONAL FISCAL YEAR
MOBILE HOME RELOCATION PLAN, REVIEW	FOR FY14: \$1,500 AFTER FY14: \$1,500 PLUS \$60 PER EACH ADDITIONAL FISCAL YEAR

4

Category	Fee or Security

Inspection fees	Public works agreement: 7% of the cost of the improvements Forestation agreement: 7% of the cost of the installed plant materials
MOBILE HOME RELOCATION PLAN, REVIEW	\$1,500
MOBILE HOME RELOCATION PLAN, COMPLIANCE MONITORING	\$300 PER ELIGIBLE MOBILE HOME UNIT

5

6 SECTION 2. *And be it further enacted,* That this Ordinance shall take effect 45 days
 7 from the date it becomes law.