

March 30, 2015

Code Enforcement
111 W Chesapeake Ave.
Towson, MD 21204

Re: 11819 Belair Rd, Kingsville

Dear Sirs,

The subject property is zoned RC5 and has been used for years, in spite of previous Code Enforcement actions and agreements, for the display and selling of vehicles belonging to the adjacent auto sales facility. I request that you take positive action to completely put an end to this.

Following the original complaint in 2002, with follow-ups in 2004, hearings were held, fines were levied, and the owner appealed. The Board of Appeals final Order stated that "no activity other than activities associated with the single family dwelling shall take place on the subject property known as 11819 Belair Road".

In spite of this, the owner has consistently violated the terms of the agreement and the BCZR ever since then. Besides the usual vehicles parked for sale, there is now a large recreational vehicle displayed in front of this house.

The Consent Agreement of 5 Jan 2005 states that "violation of any provision of this agreement ... shall be grounds for the county immediately filing for injunctive or other relief in a court of competent jurisdiction".

Also, the summary of action states "If any violations occur, we will go right to District Court for injunction and a citation of contempt."

I request that you take the appropriate action as stipulated by the BoA Order and the note in the CE files.

Incidentally, while I presume that some or all of these vehicles are unlicensed, if any are displaying a "Transporter" tag in an attempt to legitimize their being there, please refer to Maryland Code, Transportation Article, Section 13-625(g) regarding prohibitions on using "Transporter" tags for this purpose.

Thanks for your help in resolving this long-running affront to our community.

Regards,

Michael Pierce
7448 Bradshaw Rd
Kingsville, MD 21087

Attachments:

Final order from Board of Appeals (held 7 Oct 2004) 2 Dec 2004
Proposed compromise and settlement Oct 5, 2004
Summary of action (from Code Enforcement's files)
Consent agreement 5 Jan 2005

cc

Greater Kingsville Civic Association



Vehicles parked for sale, including what looks like an RV. Several more vehicles hidden behind. (Property and zoning line on left edge of filled-in driveway, auto sales business to left.)

1976 Plymouth Duster



Maryland Market Value: Call for your Sale Price

G&M Sale Price: \$5,995

- Body style: 2 Dr Coupe
- Mileage: 29,470
- Engine: 6 Cyl.
- Trans: Automatic
- Exterior Color: Tan
- Interior Color: Gold
- Stock: 3192
- VIN: 000VLN29C6G165756

Vehicle for sale from the G&M Automotive website, pictured in front of this house.

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G&M Sale Price: \$5,995

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- Trans: Automatic
- Exterior Color: Tan
- Interior Color: Gold
- Stock: 3192
- VIN: 000VLN29C6G165756

Another view from website with several other vehicles for sale.

IN THE MATTER OF:
GEORGE MAJCHRZAK, INC.
11819 Belair Road
Kingsville, Maryland 21087
11th Election District
3rd Councilmanic District

APPEAL OF FINAL ORDER OF THE
CODE ENFORCEMENT HEARING
OFFICER PURSUANT TO SECTION
1-7 (g) OF THE BALTIMORE COUNTY
CODE (1988)

* BEFORE THE
* COUNTY BOARD OF APPEALS
* OF
* BALTIMORE COUNTY
* Case No. CBA-04-139

* * * * *

ORDER

The foregoing action having come before the Board of Appeals on an appeal from the Final Order of the Code Enforcement Hearing Officer entered July 2, 2004, pursuant to *Baltimore County Code* § 1-7 (e) [now, § 3-6-301 (a), BCC (2003)], and Appellant and Baltimore County having entered into an Agreement dated October 6, 2004, a copy of which is attached hereto.

WHEREFORE, it is this 3rd day of December, 2004, by the County Board of Appeals of Baltimore County,

ORDERED,

1. that Appellant George Majchrzak, Inc. shall comply with the *Baltimore County Zoning Regulations* in their entirety, and specifically, BCZR §§ 1A04.2, 409.8.B.1, and 409.8.B.2.e, and *Baltimore County Code* (1988) § 26-121 (a), all as cited by the Code Enforcement Hearing Officer in his Order of July 2, 2004;
2. that no activity other than activities associated with the single family dwelling shall take place on the subject property known as 11819 Belair Road;
3. that the storage of any and all vehicles associated with the service garage business carried on next door to said subject property, shall cease;

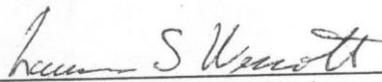
4. that car washing, waxing, and/or detailing shall not operate from the accessory structure located at 11819 Belair Road; and

5. that Appellant George Majchrzak, Inc., shall seek a zoning variance for any commercial activity that it desires to pursue on the subject property; and it is further

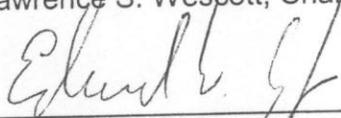
ORDERED, that the civil penalty imposed pursuant to the Final Order of the Code Enforcement Hearing Officer dated July 2, 2004, be, and it is hereby, reduced to \$2,000.00; and it is further

ORDERED, that the security posted by Appellant less \$2,000.00, be refunded to Appellant as soon as practicable; provided, that if Appellant pursues a zoning variance or zoning classification change for the subject property at least through a hearing before the Office of the Zoning Commissioner of Baltimore County, the County shall issue a refund in the amount of \$1,000.00, to Appellant as soon as practicable thereafter.

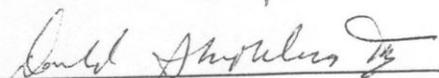
**COUNTY BOARD OF APPEALS
OF BALTIMORE COUNTY**



Lawrence S. Wescott, Chairman



Edward W. Crizer, Jr.



Donald I. Mohler III

SENT BY: LAW OFFICE;

410 296 0931;

OCT-5-04 06PM;

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Office of Law

400 Washington Avenue
Towson, Maryland 21204
Tel: 410-887-4420 - Fax: 410-296-0931

James T. Smith, Jr., County Executive
Jay L. Liner, County Attorney



Baltimore County

*One of the Best-Managed
Counties in America*

October 5, 2004

VIA FACSIMILE 410-893-8837

WITHOUT PREJUDICE - FOR PURPOSES OF COMPROMISE ONLY

Kevin K. Keene, Esquire
808 South Main Street
Bel Air, Maryland 21014-4112

Re: *In the Matter of: George Majchrzak, Inc.*
11819 Belair Road, Kingsville, Maryland
County Board of Appeals
Case No. CBA-04-139

Dear Mr. Keene:

Pursuant to our telephone conversation earlier this afternoon, the basic terms of the proposed compromise and settlement of the captioned matter are as follows:

Your client agrees:

- that he shall comply with the Baltimore County Zoning Regulations in their entirety, and as cited by the Code Enforcement Hearing Officer in his Order of July 2, 2004; and that
- 1) no activity other than activities associated with the single family dwelling shall take place on the subject property known as 11819 Belair Road;
- 2) the storage of any and all vehicles associated with the service garage business carried on next door, shall cease;
- 3) that car washing, waxing, and/or detailing shall not operate from the accessory structure located at 11819 Belair Road; and
- 4) that he shall seek a zoning variance for any commercial activity that he desires to pursue on the subject property.

Visit the County's Website at www.baltimorecountyonline.info



SENT BY: LAW OFFICE;

410 296 0931;

OCT-5-04

06PM;

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Kevin K. Keene, Esquire
October 5, 2004
Page 2

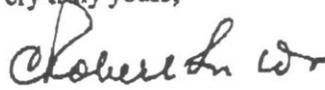
The County agrees to reduce the civil penalty imposed pursuant to the Order of July 2, 2004, to \$2,000. If your client pursues a zoning variance for the contemplated commercial uses at least through a hearing before the Zoning Commissioner, the County will rebate \$1,000 of the reduced penalty. *or zoning classification change*

or zoning classification change
(KID)
(u)

If these terms are satisfactory, please indicate by affixing your signature below, and returning this document to me by facsimile transmission at 410-296-0931.

Thank you for your cooperation and effort in bringing this case to resolution. I shall advise the Board on Thursday morning of this development.

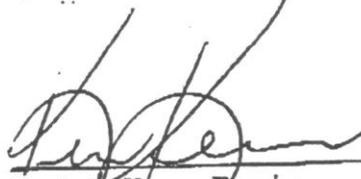
Very truly yours,



C. Robert Loskot
Assistant County Attorney

C:\CODE ENFORCEMENT\FTTERS\MAJCHRZAK-11819 BELAIR ROAD-KEVIN KEENE-COMPROMISE.WPD

I hereby certify, this *5th* day of October, 2004, that I have reviewed the terms set forth hereinabove, and agree that each is and shall become the terms of the compromise and settlement into which my client, George Majchrzak, Inc., is entering with Baltimore County, Maryland.



Kevin K. Keene, Esquire
808 South Main Street
Bel Air, Maryland 21014-4112

Attorney for George Majchrzak, Inc.

03-6308
11819 Belair Road

Board of Appeal Hearing
October 7, 2004

Neither George nor his attorney, Kevin Keene, appeared for the hearing.

Rob Loskot appeared for Baltimore County.

There is a comprised settlement – George agreed to:

- ◆ Comply with the hearing officer's order dated 7/2/04.
- ◆ Conduct only single family dwelling activities on that property.
- ◆ If he wishes to pursue commercial activities on that property, he will either apply for a variance or rezoning (both of which will require a public hearing). If he does apply for a variance or rezoning, a rebate of \$1,000 will be given him off of the fine.
- ◆ Sign a consent agreement that any violations of the regulations will be an immediate cause to take him to court for a citation of contempt.

If any violations occur, we will go right to District Court for injunction and a citation of contempt.

Rob Loskot told the neighbors who appeared (Beth Ayres, Carol Mayer, Michael Pierce) that if they viewed a violation, to call him directly.

1029

**IN THE MATTER OF:
George Majchrzak, Inc.
11825 Belair Road
Kingsville, Maryland 21087**

* **BEFORE THE DIRECTOR OF**
* **PERMITS AND DEVELOPMENT**
* **MANAGEMENT FOR**
* **BALTIMORE COUNTY, MARYLAND**
*

Civil Citation No. 03-6308A

Property: 11819 Belair Road

* * * * *

CONSENT AGREEMENT

This Consent Agreement (hereinafter, the "Agreement"), dated for convenience this 5th day of January, 2005, and made by and between **GEORGE MAJCHRZAK, INC.**, a forfeited Maryland corporation, by George Majchrzak, its Resident Agent, located at 11825 Belair Road, Kingsville, Maryland 21087, (hereinafter, "GMI"), its successors and assigns, and **BALTIMORE COUNTY, MARYLAND**, a body corporate and politic, to the use and benefit of the Baltimore County Department of Permits and Development Management, 111 West Chesapeake Avenue, Towson, Maryland 21204, (hereinafter, the "County"), regarding Civil Citation No. 03-6308A, issued by the County on November 17, 2004.

RECITALS

WHEREAS, the Baltimore County Department of Permits and Development Management (the "Department" or "PDM"), by and through its staff Code Inspection Officers, has performed and conducted numerous separate on-site inspections of GMI's

property located and situate at 11819 Belair Road, between August 5, 2003, and November 17, 2004 (the "Property"); and

WHEREAS, these inspections led PDM to conclude that GMI routinely used the Property in a manner inconsistent with the uses permitted by its R.C.5 (Rural-Residential) zoning designation; and

WHEREAS, the County has issued correction notices and citations alleging that GMI has improperly used the Property as follows:

- use of R.C.5-zoned land as accessory to the operation of a service garage, in violation of Baltimore County Zoning Regulations §§ 101, 102.1, and 1A04.2;
- operation of a junkyard on R.C.5-zoned land, in violation of BCZR §§ 101, 102.1, 1A04.2.A, 1A04.2.B, and 408;
- improper storage of a recreational trailer on R.C.5-zoned land, in violation of BCZR §§ 101, 102.1, 1A04.2.A, 1A04.2.B, 415.2A, and 415.3;
- improper parking and storage of a commercial trailer over 10,000 pounds GVW on R.C.5-zoned land, in violation of BCZR §§ 101, 102.1, 1A04.2.A, 1A04.2.B, 415.2.A, 415.3.A, 415.3C.1, 431.A, and 431.B;
- improper parking of vehicles from a business off-site on R.C.5-zoned land with the proper permit, in violation of BCZR §§ 101, 102.1, and 409.7.C;
- use of improper design standard for parking spaces on R.C.5-zoned land, in violation of BCZR §§ 101, 102.1, and 409.8.A.1 – 409.8.A.6;

- failure to properly locate off-street parking spaces on R.C.5-zoned land, in violation of BCZR §§ 101, 102.1, 409.8.A.1, and 409.8.A.2;
- improper storage of unlicensed motor vehicles on R.C.5-zoned land, in violation of BCZR §§ 101, 102.1, and 428.B; and
- failure to comply with the Final Order of the Code Enforcement Hearing Officer dated March 18, 2004, and the Final Order of the Code Enforcement Hearing Officer dated July 2, 2004, in violation of Baltimore County Code (1988) §§ 1-7, 1-7.1, and 26-121, and BCC (2003) §§ 3-6-401, 3-6-402, and 32-3-602; and

WHEREAS, GMI has since stated its intention to comply with all applicable provisions of the Baltimore County Code and Baltimore County Zoning Regulations, and to that end, has retained counsel experienced in and knowledgeable of the provisions of said Code and said Zoning Regulations as applicable to the Property and the permitted uses thereon; and

WHEREAS, the parties desire that the uses of the Property strictly comply with all applicable provisions of the Baltimore County Code and the Baltimore County Zoning Regulations relating thereto, and therefore desire to resolve the citations presently outstanding against GMI with regard to its uses of the Property.

NOW, THEREFORE, WITNESSETH:

The parties freely and knowingly make this Agreement as a predicate to resolving the citations presently outstanding against GMI with regard to its uses of the Property, and as a predicate to GMI's stated intention to seek a hearing before the Baltimore County Zoning Commissioner for the future use of the Property pursuant to the Baltimore County Code and the Baltimore County Zoning Regulations, and further, agree as follows:

PROVISIONS

1. GMI shall comply with any and all applicable provisions of the Baltimore County Code and the Baltimore County Zoning Regulations, as amended from time to time.
2. GMI shall comply with the Order of the County Board of Appeals of Baltimore County, Case No. CBA-04-139, dated December 2, 2004.
3. No more than four dealer-tagged vehicles may be parked on the Property at any one time; provided, that it is understood and agreed that GMI may affix to any dealer-tagged vehicles, window stickers offering the vehicle for sale.
4. GMI may store the recreational trailer upon the Property pursuant to BCZR § 415A.1.A; provided, that it is understood and agreed that GMI may apply for and seek a hearing before and an order from the Zoning Commissioner for Baltimore County, as appropriate, allowing a variation therefrom.
5. The County agrees to stet the citations as set forth in the Recitals hereinabove, and GMI understands and agrees thereto, and further, agrees to waive its rights to claim untimeliness in the prosecution of the citations as aforesaid; provided, that said citations may

be reinstated and tried before the Code Official and/or the County Board of Appeals if within one year of the date of this Agreement, PDM determines that GMI has violated the Baltimore County Code or the Baltimore County Zoning Regulations, as applicable, with regard to its use of the Property, or any terms of this Agreement.

6. GMI acknowledges and hereby agrees, that, in addition to further action before the Code Official, **VIOLATION OF ANY PROVISION OF THIS AGREEMENT BY GMI MAY CAUSE AND SHALL BE GROUNDS FOR THE COUNTY IMMEDIATELY FILING FOR INJUNCTIVE OR OTHER AVAILABLE RELIEF IN A COURT OF COMPETENT JURISDICTION.**

7. It is agreed that all notices that are required to be given by a party of either part to another may be personally delivered, sent by overnight mail, or sent by registered or certified mail, return receipt requested, properly addressed and postage prepaid to the addressee for the parties herein given unless another address shall have been substituted for such by notice in writing. Such notice shall be addressed or delivered to:

For GMI:
George Majchrzak
11825 Belair Road
Kingsville, Maryland 21087

with a copy to:
Lawrence E. Schmidt, Esquire
GILDEA & SCHMIDT, LLC
300 East Lombard Street
Suite 1440
Baltimore, Maryland 21202

and

For the County:

James H. Thompson
Department of Permits and Development Management
111 West Chesapeake Avenue
Towson, Maryland 21204

with a copy to:

Jay L. Liner, County Attorney
C. Robert Loskot, Assistant County Attorney
400 Washington Avenue, Room 219
Towson, Maryland 21204

8. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with the laws of the State of Maryland.

9. The parties acknowledge and agree that in the event of a waiver by mutual agreement of the parties, made in writing, of any specific term of this Agreement, said waiver shall extend to the specific term only and in the manner specified and such waiver shall not be construed or understood as applying to or waiving in any manner any further or other rights of any nature or character whatever hereunder.

10. The parties further acknowledge and agree that if any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provisions of this Agreement.

11. This Agreement operates to revoke and nullify any prior agreement made between GMI and the County, and shall constitute the entire and complete agreement between and among the parties, and any prior understanding or representations of any kind

14. This Agreement has been reviewed by attorneys representing each of the parties and constitutes the final understanding between the parties.

**APPROVED AS TO LEGAL FORM
AND SUFFICIENCY**

Choleredo /ar/ar

Assistant County Attorney

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement this 7th day of January, 2005.

GEORGE MAJCHRZAK, INC.

By: *George Majchrzak*
George Majchrzak
Chief Executive Officer

**STATE OF MARYLAND,
COUNTY OF BALTIMORE, TO WIT:**

I HEREBY CERTIFY, that on this 4th day of January, 2005, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared George Majchrzak, chief executive officer of George Majchrzak, Inc., who acknowledged the foregoing Consent Agreement to be the voluntary and knowing act of George Majchrzak, Inc.

AS WITNESS MY HAND AND NOTARIAL SEAL:

Marie L. Kellogg
NOTARY PUBLIC

MARIE L. KELLOGG
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires October 10, 2006

My commission expires on _____

APPROVED FOR AND ON BEHALF OF
BALTIMORE COUNTY, MARYLAND

By: *Anthony G. Marchione*
ANTHONY G. MARCHIONE
County Administrative Officer

STATE OF MARYLAND,
BALTIMORE COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 7 day of January, 2005, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County aforesaid, personally appeared Anthony G. Marchione, authorized by law to bind Baltimore County, Maryland, who acknowledged the foregoing Consent Agreement to be the act of Baltimore County, Maryland.

AS WITNESS MY HAND AND NOTARIAL SEAL:

Mary Ann Stungster
NOTARY PUBLIC

My commission expires on 6-1-08.