

*BALTIMORE COUNTY COUNCIL
NOTES TO THE AGENDA
LEGISLATIVE SESSION 2015*

*Issued: March 4, 2015
Work Session: March 10, 2015
Legislative Day No. 6: March 16, 2015*

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



OFFICE OF THE COUNTY AUDITOR

BALTIMORE COUNTY COUNCIL

March 16, 2015

NOTES TO THE AGENDA

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**BALTIMORE COUNTY COUNCIL AGENDA
WORK SESSION - MARCH 10, 2015
LEGISLATIVE SESSION 2015, LEGISLATIVE DAY NO. 6
MARCH 16, 2015 6:00 P.M.**

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

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CALL OF BILLS FOR FINAL READING AND VOTE

COUNCIL

- 1 Bill 16-15 - Mr. Jones - Transit Oriented Development in the Owings Mills C.T. District

APPROVAL OF FISCAL MATTERS/CONTRACTS

ED ADAMS, DIRECTOR, DEPARTMENT OF PUBLIC WORKS

- 3 1. Contract - Keith Hargis - Snow removal and salt application services - DPW
6 2. Addendum #1 to Contract - Dacco Sci, Inc. - On-call engineering services - DPW

KEITH DORSEY, DIRECTOR, OFFICE OF BUDGET AND FINANCE

- 11 3. Contract - Bolton Partners, Inc. - Actuarial services - Employees' Retirement System - OBF

MISCELLANEOUS BUSINESS

COUNCIL

- 15 1. Res. 10-15 - Mr. Marks - Planned Unit Development - Towson Mews
 2. Res. 15-15 - Mr. Kach - Property Tax Exemption - BLIND - Charles L. Otter
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Bill 16-15

Council District(s) 4

Mr. Jones

Transit-Oriented Development in the Owings Mills C.T. District

Bill 16-15 changes the County Code and the Baltimore County Zoning Regulations to provide a variety of exceptions for a proposed transit-oriented development in the C.T. (Commercial, Town Center Core) District of Owings Mills.

A transit-oriented development is a type of mixed-use residential or commercial development in areas designed to maximize access to public transportation. It creates compact, walkable neighborhoods around transit stations, thus helping to relieve road congestion by making it easier for people to leave cars at home. The transit-oriented development can also serve to boost transit ridership, provide a mix of housing, shopping and transportation choices, generate revenue for the public and private sector, and reduce adverse environmental impacts.

The State of Maryland's Transit-Oriented Development program supports local transit-oriented development projects with financial tools, including direct funding, tax credits, and other incentives.

In November 2010, the County Council approved legislation to designate the area in which the Owings Mills Metro Station is located as a transit-oriented development (Bill 103-10). Bill 16-15 proposes to exempt a transit-oriented development in the C.T. District of Owings Mills from certain requirements of the County Code and the Baltimore County Zoning Regulations, or to reduce those requirements for this transit-oriented development. These include:

1. Height and area regulations normally applicable in a B.M. (Business Major) - C.T. Zone, except that the following regulations will apply:
 - The maximum permitted floor area ratio for any site is as provided in Section 235B.3 of the Zoning Regulations, but the specific number of density or dwelling units is not limited.
 - Apartments and elderly housing facilities are permitted in any story of a building.

- The maximum height of any building is determined by the application of Section 231 of the Zoning Regulations or 300 feet, whichever height is greater.
 - The minimum permitted amenity open space ratio is 0.1, and 0.02 for above-grade floor space used for off-street parking. Public buildings may be counted in calculating the amenity open space amount to be provided.
 - Sign regulations may be waived or modified if approved by the Director of Planning.
2. Notwithstanding the County's noise mitigation policy, any type of building may be located as close as 150 feet from the edge of the paving of a designated highway.
 3. Assisted living facilities and housing for the elderly are permitted by right and are not subject to the requirements that usually apply.
 4. For housing for the elderly, at least 0.75 usable off-street parking spaces shall be provided for each dwelling unit and, for assisted living facilities, at least 1 usable off-street parking space shall be provided for each 4 beds.
 5. Changeable copy signs restrictions do not apply, except that a changeable copy sign is still subject to the prohibition on video, flashing, blinking, animation, strobing, or scrolling display.
 6. The number of off-street parking spaces required for restaurant uses, medical offices or clinics, and athletic club or health spa uses is reduced.
 7. The walking distance between residential off-street parking and the building entrance must be consistent with the plan of development.
 8. The recreational open space requirements of the adequate public facilities law do not apply.

With the affirmative vote of five members of the County Council and signature by the County Executive, Bill 16-15 will take effect on March 30, 2015.

FM-1 (Contract)

Council District(s) All

Department of Public Works

Snow Removal and Salt Application Services

The Administration is requesting approval of a contract with Keith Hargis to provide on-call snow removal and salt application services. The contract commenced December 15, 2014, continues until April 30, 2015, and may not exceed \$25,000 unless approved by the Council. If approved, the contract may be renewed for nine additional years (November 1 through April 30 constitutes a snow season). Compensation for this contract, together with all other contracts for these services, may not exceed the amount appropriated for snow removal and salt application services.

Fiscal Summary

Funding Source	Initial Term	Maximum Compensation
County	*	*
State	--	--
Federal	--	--
Other	--	--
Total	* (1)	* (2)

(1) The hourly rate for the contractor is \$110 with no specified maximum compensation. The contract, together with all other contracts for these services, is limited in the aggregate to the amount appropriated for snow removal and salt application services. The contract amount is not reasonably estimable at this time.

(2) Maximum compensation together with all other contracts for these services for the entire approximate 9-year and 4½-month term, including renewals, may not exceed the amount appropriated for snow removal and salt application services each year. The amounts are not reasonably estimable at this time.

Analysis

In accordance with the Department’s snow removal plan, responsibility for most priority 1 routes (i.e., roads with traffic volumes of at least 10,000 vehicles per day) will be assigned to contractors, allowing the County to focus its efforts on subdivision streets more quickly.

The contract commenced December 15, 2014, continues through April 30, 2015, and may not exceed \$25,000 unless approved by the Council. If approved, the contract may be automatically renewed for nine additional years on the same terms and conditions, unless the County provides notice of non-renewal. A snow season begins November 1st and ends April 30th. The contract does not establish a fixed dollar amount; rather, it states that "In no event shall the compensation paid to the contractor together with all other contractors for snow removal and salt application exceed the...approved appropriation during the term of this agreement including renewals thereof." The Department advised that an estimated amount for this contract is undeterminable due to the unpredictable nature and timing of snow falls (i.e., density and depth of snow falls, number of snow falls occurring during the season). The County may terminate the agreement by providing 30 days prior written notice. The Department advised that as of March 3, 2015, \$16,500 has been expended under this contract.

The FY 2015 budget for the Storm Emergencies Program totals \$5,987,025, including \$1,100,000 for contractual snow removal services. The Department advised that as of March 1, 2015, an estimated \$11,257,588 has been expended for snow removal services during the current snow season.

The contractor will provide one single-axle dump truck with a plow and spreader at an hourly rate of \$110. The contractor will be paid based on the actual hours the equipment is in service, including up to 2 hours for travel time (1 hour each to and from the County highway shop). Additionally, the minimum work shift for any dispatched truck is 4 hours. The County will provide all rock salt for spreading on road surfaces.

The Office of Budget and Finance, Purchasing Division advised that the pricing and contract terms are based on similar contracts established by the State of Maryland. However, hourly rates may be changed at the time of each annual renewal based on the rates in effect with the state at that time. The state contract includes an additional incentive payment to the contractor after the snow season ends in the amount of \$500 per truck if the contractor was available and present for all snow events. The County's contract also includes this incentive payment.

In procuring these services, the Department requested and received a waiver of a sealed bid process from the Administrative Officer due to the competition with surrounding jurisdictions. Accordingly, the contractor was selected on a non-competitive basis.

For the 2014/2015 snow season, the Department advised that it has approximately 175 pieces of snow removal equipment (e.g., trucks, loaders, backhoes, and graders) available from its Bureau of Highways and Equipment Maintenance and Bureau of Utilities, the Department of Recreation and Parks, and the Department of Education. The County currently has contracts with 48 contractors, excluding this contractor, which provide a total of 153 trucks and 47 loaders to supplement the County's snow removal and salt application efforts this winter.

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...."

FM-2 (Contract Addendum)

Council District(s) All

Department of Public Works

On-call Engineering Services

The Administration is requesting an addendum to a contract with Dacco Sci, Inc. to provide additional on-call corrosion control design services for water pipelines and associated appurtenances on in-house water design projects. The addendum increases the maximum compensation of the contract by \$500,000, from \$500,000 to \$1,000,000, for the entire 5-year term. The original contract commenced November 7, 2011. See Exhibit A.

Fiscal Summary

Funding Source	Contract Addendum	Current Maximum Compensation	Amended Maximum Compensation
County ⁽¹⁾	\$ 500,000	\$ 500,000	\$ 1,000,000
State	--	--	--
Federal	--	--	--
Other	--	--	--
Total	<u>\$ 500,000</u> ⁽²⁾	<u>\$ 500,000</u>	<u>\$ 1,000,000</u> ⁽³⁾

⁽¹⁾ Capital Projects Fund (Metropolitan District).

⁽²⁾ Additional compensation for the remaining approximate 1-year and 8-month term of the contract.

⁽³⁾ Maximum compensation for the entire 5-year contract term.

Analysis

Under the proposed addendum, the contractor will continue providing on-call corrosion control services for water pipelines and associated appurtenances on in-house water design projects. Tasks will include establishing and maintaining a corrosion database that will centralize field, lab, evaluation, and pipe break data into an easily accessible computer system; performing various

soil evaluations and designing cathodic protection systems; and providing emergency failure analysis of water main breaks.

Services will be performed at the contractor'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. Funding for the contract will not be encumbered at this time. Rather, contract costs will be charged to specific projects as they are assigned.

The contract stipulates that should work be performed in accordance with the September 20, 2005 consent decree with the U.S. Department of Justice, U.S. Environmental Protection Agency (EPA), and the Maryland Department of the Environment (MDE), the contractor shall be liable for payment of penalties charged to the County for failure by the contractor to meet or achieve deadlines or requirements. The damages payable are dependent upon the type of project and the length of delay in completing the project. The Department advised that it does not expect to utilize the contractor for consent decree projects at this time.

On November 7, 2011, the Council approved the original 5-year contract not to exceed \$500,000 with Dacco Sci, Inc. along with a second contract with Russell Corrosion Consultants, Inc. under the same terms and conditions. As of February 25, 2015, \$499,911 and \$248,143 have been expended/encumbered under the contracts with Dacco Sci, Inc. and Russell Corrosion Consultants, Inc., respectively.

The proposed addendum increases the maximum compensation of the contract with Dacco Sci, Inc. by \$500,000, from \$500,000 to \$1,000,000. The addendum also incorporates the contractor's supplemental proposal for the additional work, revised insurance certificate, and MBE/WBE forms. All other terms and conditions remain the same. The County may terminate the agreement by providing 30 days prior written notice.

The Professional Services Selection Committee (PSSC) selected the two contractors on May 11, 2011 based on qualifications and experience from six submittals.

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

EXECUTIVE SUMMARY
ON-CALL CORROSION CONTROL SERVICES #3
DACCO SCI, INC.
PROJECT NO. 2010-07; MASTER AGREEMENT 00002050

The Project

The scope of services shall include field investigation and design for corrosion control of new pipelines, stray electrical current testing, failure analysis of existing pipelines, design of cathodic protection systems for elevated water tanks, and development of corrosion control standards. Additionally, the scope of services shall include providing corrosion control services such as inspection and testing during the construction of new pipeline projects.

Justification For Amendment

Baltimore County has well over 1,000 miles of existing iron pipe and has 18 elevated steel tanks in our water distribution system, all of which are subject to failure due to corrosion. These facilities, as well as most new pipe extension and pipeline replacement projects, require investigation and design of control systems to mitigate against corrosion.

Corrosion control design is highly specialized and requires National Association of Corrosion Engineers (NACE) certification, which is not available with in-house staff. Recognizing the importance for continuous and seamless integration of corrosion control design with basic pipeline designs being performed in-house, Public Works developed the scope of Project No. 2010-07 with the intent to hire two (2) separate corrosion control engineering firms. Having two firms capable of providing on-call corrosion control services at the same time was deemed necessary to both minimize delays in completing projects requiring corrosion control and to have corrosion investigation services available during emergencies (such as main breaks).

Six (6) firms submitted an expression of interest in Project No. 2010-07, and the PSSC chose the two firms deemed best qualified from the list: DaccoSci, Inc. and Russell Corrosion Control, Inc. Of the remaining four (4) firms, two firms were disqualified by the PSSC, a third firm was not selected because they were a general engineering firm not specializing in corrosion control, and a fourth firm was not selected because they had no local presence (preventing them from responding in a timely fashion during emergencies) and were not familiar with County standards and requirements.

While funds remain with the second on-call corrosion control engineering firm, Russell Corrosion Control (\$158,277.95 expended to date with another \$89,865.54 encumbered out of a total agreement amount of \$500,000.00), the need to retain the services of two separate firms remains. The most effective way to satisfy this requirement is to amend the agreement with Dacco Sci, Inc. by increasing the total agreement amount. The services they provide are exemplary and are necessary for the good and proper preservation of the water distribution system – a system responsible for providing safe and reliable drinking water and fire protection to consumers in Baltimore County.

MBE/WBE Goals and Compliance

1. Goals (original agreement)

a. Total Price	\$500,000.00	
b. MBE	\$75,000.00	15%, C. C. Johnson & Malhotra
c. WBE	\$25,000.00	5%, Carroll Engineering, Inc.
d. Prime	\$400,000.00	80%

2. Compliance (billed to date)

a. Total	\$499,777.82	
b. MBE	\$39,279.88	7.86%
c. WBE	\$11,308.02	2.26%
d. Prime	\$449,189.92	89.88%

3. Goals (for contract amendment)

The consultant, DaccoSci, Inc. submitted a letter dated August 13, 2014, indicating they were unable to achieve the MBE/WBE goal set forth in the original agreement due to the unavailability of the sub-consultants. To compensate for not complying with the original MBE/WBE goals, DaccoSci, Inc. requested permission to add additional MBE/WBE firms to the design team. The Department of Public Works, together with the Office of Minority Business Enterprises, has accepted the request to add additional MBE/WBE firms to the design team for this contract amendment.

a. Total Price	\$499,811.89	
b. WBE	\$24,891.96	4.98%, Carroll Engineering, Inc.
c. MBE	\$56,369.07	11.28%, AB Consultants, Inc.
d. MBE	\$34,447.72	6.89%, C.C. Johnson & Malhotra
e. MBE	\$34,338.79	6.87%, EBA Engineering, Inc.
f. Prime	\$349,764.35	69.98%

Open Projects and Anticipated New Projects

1. Open Projects:

- a. Dacco Sci (for amendment): No open projects. Funding is exhausted; one open assignment was transferred to Russell Corrosion; other assignments are complete.
- b. Russell Corrosion (on board): Seven open projects (York Road water, Greyhound Road/Rosalie Avenue water, Hinton Avenue water, Campbell Boulevard water, Windlass Run water, Catonsville water, development of cathodic protection test station booklet).

2. Anticipated New Projects:

- a. Dacco Sci (for amendment): The original agreement resulted in only 6 assignments, with 2 of those assignments (monitoring 113 test stations along the light-rail system and Pulaski Highway Phase One field investigation and design) being quite extensive. For this amendment Public Works intends to assign Dacco Sci the following tasks as a minimum:
- Establish and maintain a corrosion database that brings in field and laboratory data, test station evaluation data, and pipe break data into one central location that is easily accessible on a computer system. Dacco Sci has established similar databases for other jurisdictions and Public Works would like them to proceed with this task for our water distribution system.
 - Perform soil evaluations and design of a cathodic protection system for a new water main in Turkey Point Road.
 - Perform soil evaluations and design of a cathodic protection system for a new water main in Pulaski Highway (Phase Two).
 - Perform soil evaluations and design of a cathodic protection system for a new water main in Baltimore County's portion of Broening Highway.
 - Perform soil evaluations and design of a cathodic protection system in the Beachwood area of Baltimore County.
 - Provide emergency failure analysis of main breaks immediately after they occur, including providing recommendations for protecting the pipe from future breaks.
- b. Russell Corrosion (on board): Total number of anticipated projects is difficult to estimate and is predicated upon: capital funding for projects, in-house design availability, and size of projects. The current agreement is presently funded and has resulted in 20 assignments (7 are on-going), several of which were small in scale. Considering funding currently available, 6 to 10 new assignments likely remain viable.

The Consultant Agreement

The consultant, Dacco Sci, Inc., was selected by the Professional Services Selection Committee on May 11, 2011.

1st Agreement: Approved – November 7, 2011

Scope: Provide on-call corrosion control engineering services for all metallic water mains and appurtenances.
Amount: \$500,000.00

1st Addendum: For Council Approval – March 16, 2015

Scope: Provide on-call corrosion control engineering services for all metallic water mains and appurtenances.
Amount: \$500,000.00

Total Agreement Amount: \$1,000,000.00

MJM:GRM:bjk

1/22/15

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Prepared by: Department of Public Works

FM-3 (Contract)

Council District(s) All

Office of Budget and Finance

Actuarial Services – Employees’ Retirement System

The Administration is requesting approval of a contract with Bolton Partners, Inc. for actuarial services for the Employees’ Retirement System (ERS). The contract commenced on January 9, 2015, continues until June 30, 2015, and may not exceed \$25,000 unless approved by the Council. If approved, the contract will continue through June 30, 2017 and will automatically renew for one additional 2-year period with the option to extend the initial term or the renewal term an additional 90 days. The contract does not specify a maximum compensation for the initial approximate 2-year and 6-month term. Estimated compensation for the initial term totals \$362,750. Compensation may not exceed \$1,824,000 for the entire approximate 4-year and 9-month term, including the renewal and extension periods. See Exhibit A.

Fiscal Summary

Funding Source	Initial Term	Maximum Compensation	Notes
County ⁽¹⁾	\$ 362,750	\$ 1,824,000	⁽¹⁾ Employees’ Retirement System funds. ⁽²⁾ Estimated compensation for the initial approximate 2-year and 6-month term. The contract does not specify a maximum compensation for the initial term. ⁽³⁾ Maximum compensation for the entire approximate 4-year and 9-month term, including the renewal and extension periods.
State	--	--	
Federal	--	--	
Other	--	--	
Total	\$ 362,750 ⁽²⁾	\$ 1,824,000 ⁽³⁾	

Analysis

As of June 30, 2013 (the most recent actuarial valuation available), ERS assets totaled \$2.5 billion and the system served 9,099 active members and 7,781 inactive members (retirees, beneficiaries, and vested terminated employees). The contractor will provide an annual valuation of the

system's assets at a cost of \$91,860 per year plus up to \$1,000 per year for all necessary and reasonable out-of-pocket expenses (e.g., travel, lodging). At the County's request, the contractor may also provide the following additional actuarial and benefit consulting services at a blended hourly rate of \$218:

- Preparation of GASB 67 and 68 information;
- Preparation of responses to auditor requests;
- Experience studies;
- Post Retirement Increase Fund (PRIF) studies;
- Benefit studies;
- Deficit contribution calculations;
- Tax exclusion calculations;
- Actuarial analysis with respect to fiscal impacts of proposed legislation, benefit improvements or changes in actuarial assumptions, preparation of educational sessions, development of factor tables, and preparation of special fund valuations;
- Legal counsel with respect to interpretations of the benefit provisions of the Retirement Code, advice as to the implication of federal legislation, and advice on legal implementations of proposed legislation; and
- Conferences called by the Director of Budget and Finance or his designee.

The contract commenced on January 9, 2015, continues until June 30, 2015, and may not exceed \$25,000 unless approved by the Council. If approved, the contract will continue through June 30, 2017 and will automatically renew for one additional 2-year period with the option to further extend the initial term or the renewal term an additional 90 days on the same terms and conditions, unless the County provides notice of non-renewal. The contract does not specify a maximum compensation for the initial approximate 2-year and 6-month term. Estimated compensation for the initial term totals \$362,750. Compensation may not exceed \$1,824,000 for the entire approximate 4-year and 9-month term, including the renewal and extension periods.

Starting in the second year of the contract, the County may entertain a request for escalation in the rates of compensation 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 3% increase on the current pricing, whichever is lower. The County may terminate the agreement by providing

30 days prior written notice. The contractor may terminate the agreement by providing 180 days prior written notice.

On January 8, 2015, the County terminated its contract with Buck Consultants, LLC (Buck) for default. Buck had served as the actuary for the Baltimore County Employees' Retirement System since its inception in 1945. Due to the County's immediate need to secure actuarial services, the Administration entered into a contract with Bolton Partners, Inc., who is currently under contract as the County's employee healthcare consultant and actuary for Other Post-Employment Benefits (OPEB). The contract was awarded on a non-competitive basis due to the contractor's familiarity with the County's employee and retiree demographics derived from its current contract. The Office is requesting that the contract be designated as a 902(f) contract secured in the best interest of the County. County Charter, Section 902(f), states that when competitive "bidding is not appropriate, a contract shall be awarded only by competitive negotiations, unless such negotiations are not feasible. When neither competitive bidding nor competitive negotiations are feasible, contracts may be awarded by noncompetitive negotiations."

The Council approved the most recent 11-year contract with Buck not to exceed \$3,036,000 on June 19, 2006. The Office advised that prior to the termination of the contract on January 8, 2015, expenditures under this contract totaled \$2,186,727. The Office also advised that as of March 2, 2015, \$8,502 has been expended under the proposed contract.

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

Bolton Partners, Inc. Contract

Background

Buck Consultants, LLC served as the actuaries for the Baltimore County Employee Retirement System since its inception in 1945. In its role as actuaries, Buck provided various services including legal advice from time to time. Recently, the U.S. Supreme Court decided not to grant certiorari in the lawsuit EEOC vs Baltimore County, Maryland, et al. The County asked Buck to indemnify and defend the County for damages at the remand phase of the U.S. District Court due to Buck's failure to recalculate the contribution rates and its failure to advise the County that its plan was facially discriminatory as determined by the courts. Buck Consultants has refused to acknowledge its obligation to defend and indemnify the County in this lawsuit. Therefore, on January 8, 2015 Baltimore County terminated its relationship with Buck Consultants, LLC for default of contract.

With a need to secure actuarial services for the Employee Retirement System immediately, Baltimore County moved ahead with a contract of less than \$25,000 that could be expanded to two years pending County Council approval. The vendor selected for this replacement contract is Bolton Partners – a firm currently under contract with the County to provide analysis and advice pertaining to Employee Health Care contracts and actuarial services pertaining to Other Post-Employment Benefits (OPEB). This familiarity with Baltimore County employee and retirement demographics justifies Bolton's selection as a 902(f) procurement.

Terms & Conditions

Compensation is an annual fee of \$91,860 billed monthly at \$7,655 plus a \$218 blended hourly rate charged for additional services. Price escalation is allowed in any year subsequent to the first year, in accordance with the then current Consumer Price Index up to 3%. The County has the right to accept or reject the request for a price increase within fourteen days. If approved, the price will remain firm for one year from the date of the increase. Necessary and reasonable out-of-pocket cost up to \$1,000 is also covered. In no event shall the total compensation paid to Bolton under this agreement exceed the sum of One Million Eight Hundred Twenty Four Thousand (\$1,824,000) during the entire term of the Agreement.

The Agreement would be effective January 9, 2015 until June 30, 2015, unless the County Council approves the Agreement. If approved by Council, the initial term of the Agreement will continue through June 30, 2017. The County would have the option of extending the Agreement one additional two-year term, as well as extending it an additional 90 days at the end of the initial term or the renewal term.

Prepared by: Office of Budget and Finance

MB-1 (Res. 10-15)**Council District(s) 5**

Mr. Marks

Planned Unit Development – Towson Mews

The Council approved the review of the Towson Mews Planned Unit Development (PUD) on August 4, 2014 (Resolution 57-14). The administrative process was begun, and a community input meeting was held on November 17, 2014.

Members of the East Towson community raised concerns at the community input meeting regarding the density of the PUD, the amount of open space being provided, and the community benefit stated in Resolution 57-14.

Pursuant to Section 32-4-242(d)(3)(ii)(2) of the County Code, the Council may introduce a resolution to amend or modify a PUD at any time within 90 days after the conclusion of the community input meeting. Resolution 10-15 was introduced within the permitted time.

Resolution 10-15 proposes the following modifications to the PUD:

1. The total permitted residential density of the project will be 34 dwelling units. This modification will result in additional open area being created within the development.
2. Instead of the community benefit stated in Resolution 57-14, the developer (The Evergreene Companies, LLC) will make a financial contribution of \$25,000, which will be used for improvements to a future park to be named after Adelaide Bentley, and for streetscape improvements within the historic East Towson neighborhood. Additionally, the developer will provide a metal marker (similar in material and style to Maryland's roadside historical markers) for historic East Towson, the posting of which will be done by Baltimore County.

The developer will be permitted to submit a development plan consistent with Resolution 57-14 and the modifications contained in Resolution 10-15.

A copy of the resolution will be forwarded to the Department of Permits, Approvals and Inspections and the Department of Planning for processing the PUD development plan in accordance with the law.