

Introduced 1/6/2020
Public hearing 1/21/2020
Council action 4/6/2020
Executive action _____
Effective date _____

County Council of Howard County, Maryland

2020 Legislative Session

Legislative day # 1

BILL NO. 01-2020

Introduced by:
Liz Walsh

AN ACT altering the number of consecutive years a project or phase of a project must be retested if a project fails one or more components of the school capacity test of the Adequate Public Facilities Act of Howard County.

Introduced and read first time January 6, 2020. Ordered posted and hearing scheduled.

By order

Diane A. Jones
Diane Schwartz Jones, Administrator

Having been posted and notice of time & place of hearing & title of Bill having been published according to Charter, the Bill was read for a second time at a public hearing on January 21, 2020.

By order

Diane A. Jones
Diane Schwartz Jones, Administrator

This Bill was read the third time on April 6, 2020 and Passed _____, Passed with amendments _____, Failed X.

By order

Diane A. Jones
Diane Schwartz Jones, Administrator

Scaled with the County Seal and presented to the County Executive for approval this 8 day of April, 2020 at 2 a.m. P.M.

By order

Diane A. Jones
Diane Schwartz Jones, Administrator

Approved/Vetoed by the County Executive _____, 2020

Calvin Ball, County Executive

NOTE: [[text in brackets]] indicates deletions from existing law; TEXT IN SMALL CAPITALS indicates additions to existing law; Strike-out indicates material deleted by amendment; Underlining indicates material added by amendment.

1 *Section 1. Be it enacted by the County Council of Howard County, Maryland, that the Howard County*
2 *Code is hereby amended as follows:*

3
4 *By Amending:*

5
6 *Title 16. "Planning, Zoning and Subdivisions and Land Development Regulations"*

7 *Subtitle 11. "Adequate Public Facilities."*

8 *Section 16.1105. "Processing of plans subject to test for adequate transportation facilities and/or*
9 *tests for adequate school facilities and/or test for housing unit allocations."*

10 *Subsection (c). "Processing Applications for Approval of Residential Projects and Projects*
11 *Containing Residential and Nonresidential Uses."*

12 *(7) "Waiting Period."*

13
14
15 **HOWARD COUNTY CODE**

16
17 **Title 16. PLANNING, ZONING AND SUBDIVISIONS AND LAND DEVELOPMENT**
18 **REGULATIONS**

19
20 **Subtitle 11. Adequate Public Facilities.**

21
22 **Section 16.1105. Processing of plans subject to test for adequate transportation facilities and/or**
23 **tests for adequate school facilities and/or test for housing unit allocations.**

24 *(c) Processing Applications for Approval of Residential Projects and Projects Containing*
25 *Residential and Nonresidential Uses:*

26 *(7) Waiting Period.*

27 *(i) If a project or phase of a project was never on the list of applications waiting for*
28 *housing unit allocations and has received housing unit allocations, then development*
29 *may proceed as follows:*

30 *a. If the project or phase of the project passes the school capacity test in any year*
31 *between and inclusive of the first consecutive retest and the [[fourth]] SEVENTH*
32 *consecutive retest, then the project or phase of the project may proceed.*

33 *b. If a project or phase of a project fails the school capacity test:*

34 *i. For each of the next [[four]] SEVEN consecutive years, the project or phase of the*

1 project shall be retested each time the County Council adopts new annual housing
2 unit allocations and school capacity charts; and

3 ii. In the ~~[[fourth]]~~ SEVENTH retesting year, the project shall be deemed to have
4 passed the school capacity test.

5 (ii) If a project or phase of a project is on the list of applications waiting for housing
6 unit allocations and receives housing unit allocations within six years, then
7 subparagraph (i) of paragraph (7) of this subsection applies subject to the following
8 maximum waiting periods:

9 a. If a project or phase of a project has waited for three years or fewer to receive
10 housing allocations, the combined number of years the project or phase of a
11 project waits to receive housing unit allocations and pass the school capacity test
12 shall not exceed ~~[[six]]~~ SEVEN years.

13 b. If a project or phase of a project has waited for four or five years to receive
14 housing allocations, the combined number of years the project or phase of a
15 project waits to receive housing unit allocations and pass the school capacity test
16 shall not exceed seven years.

17 (iii) If a project or phase of a project is on the allocation waiting list and receives
18 allocations after six years or more of being on the list, then the project or phase of a
19 project may proceed upon passing a school capacity test. If the project fails the school
20 capacity test, then it must wait one additional year to be retested. After being retested,
21 the project shall be deemed to have passed the school capacity test.

22
23 ***Section 2. Be it further enacted by the County Council of Howard County, Maryland, that this Act shall***
24 ***become effective 61 days after its enactment.***

Not introduced

Amendment 1 to Amendment No. 1 to Council Bill No. 1-2000

BY: David Yungmann

Legislative Day 3

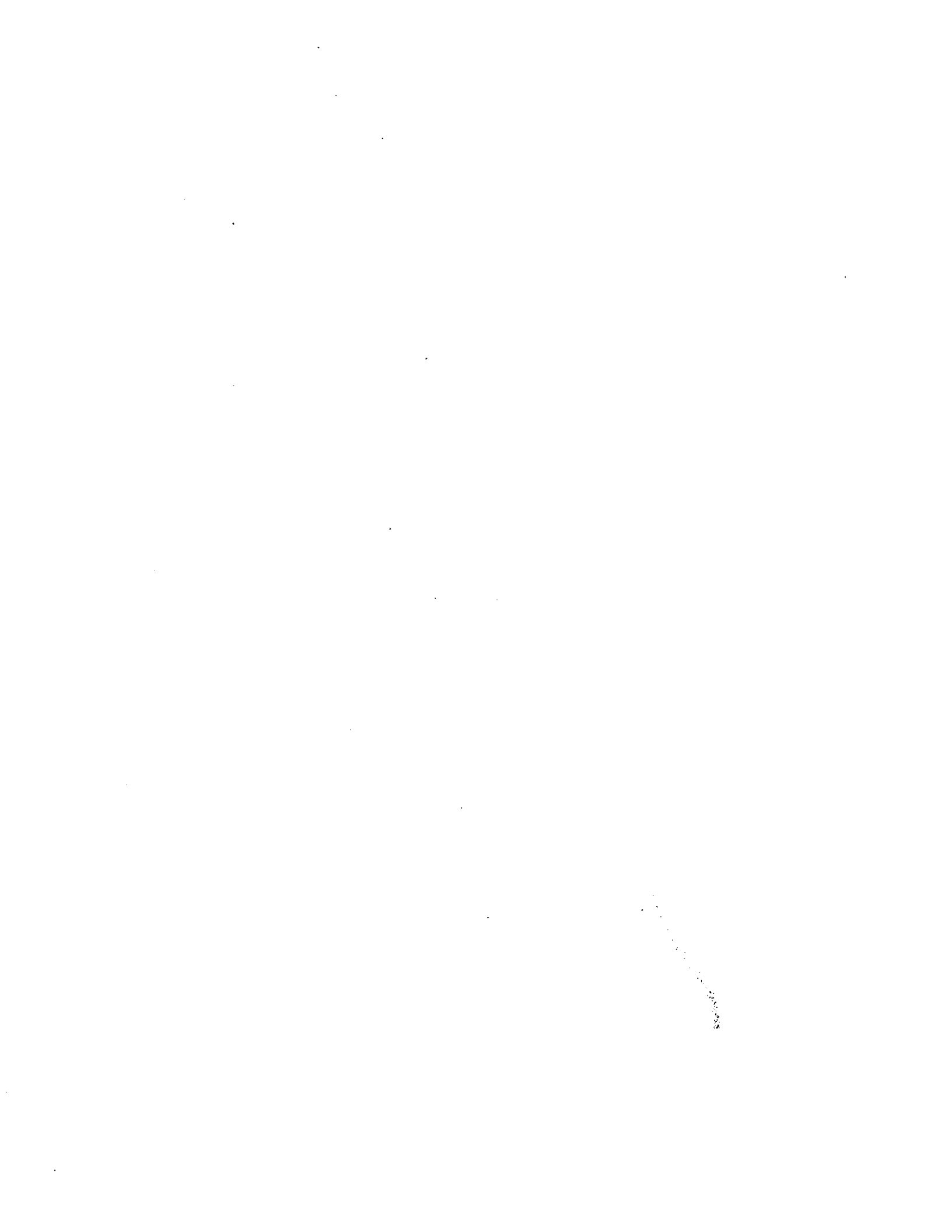
Date:

Amendment No. 1 to Amendment 1

(This amendment provides that if the projected enrollment of a school which will serve a proposed project exceeds by five or more percentage points the maximum enrollment defined as open, the project or phase shall be retested until it passes the school capacity test up until the fifth year, at which time it shall be deemed to have passed the school capacity test.)

1 On page 1, in the fourth line of the explanation of the Amendment, strike "seventh" and
2 substitute "fifth"; and in line 11, strike "SEVENTH" and substitute "FIFTH".

3



Amendment No. 1 to Council Bill No. 1-2020

BY: Liz Walsh

Legislative Day 2

Date: February 3, 2020

Amendment No. 1

(This amendment provides that if the projected enrollment of a school which will serve a proposed project exceeds by five or more percentage points the maximum enrollment defined as open, the project or phase shall be retested until it passes the school capacity test up until the seventh year at which time it shall be deemed to have passed the school capacity test.)

1 On page 1, in line 31, strike the brackets; and in the same line, strike "SEVENTH"

2 On page 1, in line 34, strike the brackets; and in the same line, strike "SEVEN".

3 On page 2, in line 2, after "charts", insert "EXCEPT IF THE PROJECTED ENROLLMENT OF A SCHOOL
4 WHICH WILL SERVE THE PROPOSED PROJECT EXCEEDS BY FIVE OR MORE PERCENTAGE POINTS THE
5 MAXIMUM ENROLLMENT DEFINED AS OPEN, THE PROJECT OR PHASE SHALL BE RETESTED UNTIL IT
6 PASSES THE SCHOOL CAPACITY TEST".

7 On page 2, in line 3, strike the brackets; and in the same line, strike "SEVENTH".

8 On page 2, in line 4, after "test", insert "EXCEPT IF THE PROJECTED ENROLLMENT OF A SCHOOL
9 WHICH WILL SERVE THE PROPOSED PROJECT EXCEEDS BY FIVE OR MORE PERCENTAGE POINTS THE
10 MAXIMUM ENROLLMENT DEFINED AS OPEN, THE PROJECT OR PHASE SHALL BE DEEMED TO HAVE
11 PASSED THE SCHOOL CAPACITY TEST IN THE SEVENTH RETESTING YEAR".

12 On page 2, in line 12, strike the brackets; and in the same line, strike "SEVEN".

ADOPTED _____
FAILED April 6, 2020
SIGNATURE Deane R. Jones

Amendment No. 2 to Council Bill No. 1-2020

BY: Liz Walsh

Legislative Day 2

Date: February 3, 2020

Amendment No. 2

(This amendment alters from seven years to six years the number of consecutive years a project or phase of a project must be retested if a project fails one or more components of the school capacity test of the Adequate Public Facilities Act of Howard County.)

1 On page 1, in line 31, strike "SEVENTH" and substitute "SIXTH"; and in line 34, strike "SEVEN"
2 and substitute "SIX".

3
4 On page 2, in line 3, strike "SEVENTH" and substitute "SIXTH"; and in line 12, strike "SEVEN" and
5 substitute "SIX".
6

ACCEPTED

FAILED

SIGNATURE

April 6, 2020
Deane J. Jones

Amendment No. 3 to Council Bill No. 1-2020

BY: Liz Walsh

Legislative Day 2

Date: February 3, 2020

Amendment No. 3

(This amendment alters from seven years to five years the number of consecutive years a project or phase of a project must be retested if a project fails one or more components of the school capacity test of the Adequate Public Facilities Act of Howard County.)

1 On page 1, in line 31, strike "SEVENTH" and substitute "FIFTH"; and in line 34, strike "SEVEN" and
2 substitute "FIVE".

3

4 On page 2, in line 3, strike "SEVENTH" and substitute "FIFTH"; and in line 12, strike "SEVEN" and
5 substitute "FIVE".

6

ADOPTED _____

FAILED April 6, 2020

SIGNATURE Deane K. A. Jones

Amendment No. 4 to Council Bill No. 1-2020

BY: Liz Walsh

Legislative Day 5

Date: April 6, 2020

Amendment No. 4

1 *(This amendment provides that the provisions of the bill apply to all projects or phases of*
2 *projects that are on the list of applications waiting to pass the school capacity test or waiting to*
3 *receive housing unit allocations, regardless of where they are in the school capacity testing*
4 *process or on the housing unit allocation waiting list.)*

5 On page 2, after line 21, insert:

6
7 *“Section 2. Be it further enacted by the County Council of Howard County, Maryland,*
8 *that the provisions of this Act apply to all projects or phases of projects that are on the list of*
9 *applications waiting to pass the school capacity test or waiting to receive housing unit*
10 *allocations, regardless of where they are in the school capacity testing process or on the housing*
11 *unit allocation waiting list.*

12
13 On the same page, in line 23, strike “2.” And substitute “3.”

APPROVED
FAILED *Deanne R. A. Jones*
SIGNATURE *April 16, 2020*

Amendment 1 to Amendment No. 1 to Council Bill No. 1-2020

BY: David Yungmann

Legislative Day 3

Date: March 2, 2020

Amendment No. 1 to Amendment 1

(This amendment provides that if the projected enrollment of a school which will serve a proposed project exceeds by five or more percentage points the maximum enrollment defined as open, the project or phase shall be retested until it passes the school capacity test up until the fifth year, at which time it shall be deemed to have passed the school capacity test.)

1 On page 1, in the fourth line of the explanation of the Amendment, strike “*seventh*” and
2 substitute “*fifth*”; and in line 11, strike “SEVENTH” and substitute “FIFTH”.

3

**Office of the County Auditor
Auditor's Analysis**

**Amendment 1 to Amendment 1
Council Bill No. 1-2020**

Amendment Proposed by: David Yungmann

Introduced: January 6, 2020

Auditors: Michelle R. Harrod and Monica Kearns

Fiscal Impact:

The fiscal impact of this amendment would be to reduce the amount of lost and deferred revenue from Council Bill 1-2020. The net effect for Fiscal Years 2021 through 2025 is noted below:

- **General Funds – Lost:** The amount of lost General Fund revenue would be reduced by approximately \$730,000.
- **General Funds – Deferred:** The deferred revenues would be collected two years earlier. The dollar value of deferred revenue remains approximately \$2.9 million because these fees/taxes are collected as units are constructed and occupied.
- **Other Funds – Lost:** The amount of lost non-General Fund revenue would be reduced by approximately \$133,000.
- **Units:** The number of housing units affected from Fiscal Year 2021 to 2025 would remain 200.

Purpose:

Amendment 1 to Amendment 1 to CB1-2020 proposes to reduce the maximum wait period to pass the school capacity test from seven to five years for schools that exceed their capacity by 5 percent or more above the threshold.

This means that the legislation would not affect projects with the following: less than 110 percent for a school region and an elementary school, less than 115 percent for a middle school, and less than 120 percent for a high school.

**Office of the County Auditor
Auditor's Analysis – Revised**

**Amendments 1 thru 3
Council Bill No. 1-2020**

Amendment Proposed by: Liz Walsh

Introduced: January 6, 2020

Auditor: Michelle R. Harrod

Fiscal Impact:

The fiscal impact of these amendments is noted in the table below. Our calculations include Fiscal Year 2021 through Fiscal Year 2025.

As noted in our analysis for Council Bill 1-2020, passage of this bill would result in lost and deferred revenue. Amendment 1 would grandfather 200 housing units and therefore retain the school capacity wait time of a maximum of four years. The affect will reduce lost revenue and eliminate deferred revenue included in our original analysis.

Amendments 2 and 3 will reduce lost revenue as noted in the table below and reduce the length of time to recover the deferred revenue. However, the dollar value of deferred revenue will not change as these fees / taxes are collected once when the building permit is issued.

Revenue Source	Amendment 1 5% Above	Amendment 2 Six Years	Amendment 3 Five Years
Number of Units	200	0	0
General Fund - Lost	(\$ 1,432,414)	(\$ 2,275,887)	(\$ 4,862,812)
General Fund - Deferred	(\$ 2,871,718)	0	0
Other Funds - Lost	(\$ 257,882)	(\$ 396,955)	(\$ 845,948)

Purpose:

Amendment 1 to CBI-2020 proposes to set the maximum wait period to pass the school capacity test to seven years for all schools that exceed their capacity by five percent above the established threshold. This will grandfather a project that has the following: less than 110 percent for a school region and an elementary school, less than 115 percent for a middle school, and less than 120 percent for a high school.

Amendment 2 proposes to set the maximum wait period to pass the school capacity test to six years instead of seven as originally proposed.

Amendment 3 proposes to set the maximum wait period to pass the school capacity test to five years instead of seven as originally proposed.

Office of the County Auditor
Auditor's Analysis

Amendments 1 thru 3
Council Bill No. 1-2020

Amendment Proposed by: Liz Walsh
 Introduced: January 6, 2020
 Auditor: Michelle R. Harrod

Fiscal Impact:

The fiscal impact of these amendments is noted in the table below. Our calculations include Fiscal Year 2021 through Fiscal Year 2025.

As noted in our analysis for Council Bill 1-2020, passage of this bill would result in lost and deferred revenue. Amendment 1 would grandfather 200 housing units and therefore retain the school capacity wait time of a maximum of four years. The affect will reduce lost revenue and eliminate deferred revenue included in our original analysis.

Amendments 2 and 3 will reduce lost revenue as noted in the table below and reduce the length of time to recover the deferred revenue. However, the dollar value of deferred revenue will not change as these fees / taxes are collected once when the building permit is issued.

Revenue Source	Amendment 1 5% Above	Amendment 2 Six Years	Amendment 3 Five Years
Number of Units	200	0	0
General Fund - Lost	(\$ 1,432,414)	(\$ 2,275,887)	(\$ 4,862,812)
General Fund - Deferred	(\$ 1,973,919)	0	0
Other Funds - Lost	(\$ 257,882)	(\$ 396,955)	(\$ 845,948)

Purpose:

Amendment 1 to CB1-2020 proposes to set the maximum wait period to pass the school capacity test to seven years for all schools that exceed their capacity by five percent above the established threshold. This will grandfather a project that has the following: less than 110 percent for a school region and an elementary school, less than 115 percent for a middle school, and less than 120 percent for a high school.

Amendment 2 proposes to set the maximum wait period to pass the school capacity test to six years instead of seven as originally proposed.

Amendment 3 proposes to set the maximum wait period to pass the school capacity test to five years instead of seven as originally proposed.

Days In Howard County APFO School Waiting Bin for All Projects that Entered Bin Since January 1, 2000 -- Source DPZ Da

Sort By Year Exiting
School Bin

Sort By Time in School
Bin

File Number	File Name	Housing In	Housing Out	Alloc Bin Days	Sort
S-06-007	GASTINGER PROPERTY				6/21/
S-18-008	POTTER'S PLACE				7/2/
SDP-15-023	DAY RESOURCE CENTER				6/4/
F-18-067	BETHANY RIDGE				'21/
F-12-019	KINGS ARMS SEC 5				24/
F-12-047	NORDAU SUBDIVISION				5/24/
PB 368	TURF VALLEY (FOURTH AMENDMENT)				4/30/
SDP-18-002	CORRIDOR SQUARE PAR A & C				3/1/
F-05-130	OTTEN PROPERTY				4/20/
SDP-13-054	TOWNS AT PATUXENT ORCHARD (KAISER ORCHARD)				3/15/
SDP-13-055	Orchard Park Section 3				3/13/
F-05-009	DUNLOGGIN II				3/31/
F-12-003	HORSESHOE HEIGHTS				9/29/
SP-03-015	TROTTER CROSSING				2/4/
SP-01-011	NORDAU SUBDIVISION				1/29/
F-02-046	THE OVERLOOK AT CENTENNIAL PARK				1/25/
F-11-096	PRICE PROPERTY				8/30/
F-03-073	MANORDALE PROPERTY				1/28/
SP-14-008	WESTMOUNT				12/22/
F-04-180	DUNLOGGIN II				12/23/
F-17-067	OAK HILL SUBDIVISION				12/19/
F-03-181	GILL PROPERTY				11/26/
F-04-017	VETICK PROPERTY				11/25/
S-11-001	OXFORD SQUARE				6/23/
F-06-068	TAGHYAEI PROPERTY				11/17/
F-01-116	WHITE PINES				11/6/
F-01-182	WINTERS RIDGE				11/6/
F-01-171	WEST POINT				11/6/
F-01-104	DEVINE PROPERTY				11/6/
S-01-024	KUHN PROPERTY				11/6/
SP-09-010	JORDAN OVERLOOK				12/9/
SP-14-007	WHISKEY BOTTOM POINT				10/23/
F-02-181	GIBSON PROPERTY				11/8/
SDP-12-001	Buch Property				10/4/
F-05-166	PALMER HILL - 2				9/20/
F-01-133	HUNTERS CREEK MANOR				11/6/
SP-17-013	MORRIS PLACE PH VII				10/10/
S-02-018	NOTTINGHAM WAY ACRES				10/7/
SP-04-002	TIBER BRANCH OVERLOOK				10/5/
S-17-005	GREENWOOD VILLAGE				10/2/
SP-15-010	ST CHARLES WOODS				9/28/
F-05-062	OAK GLEN				8/8/
F-08-096	THERESA OCHOA PROPERTY				8/28/
F-02-134	JACKSON PROPERTY	10/9/2002	7/31/2003	295	7/31/
S-01-030	IGLEHART PROPERTY	5/30/2002	7/31/2003	427	7/31/
F-02-168	FREDERICK OVERLOOK	12/26/2002	7/31/2003	217	7/31/
S-02-014	THE WARFIELDS II	8/20/2002	7/31/2003	345	7/31/
SP-02-013	HOMEWOOD CROSSING (BENEDICT FARM)	1/28/2003	7/31/2003	184	7/31/
F-05-059	MOCKINGBIRD FOREST (BAKER PROPERTY)	6/9/2005	7/29/2005	50	7/29/
S-03-012	SLUSHER PROPERTY	10/29/2003	7/29/2005	639	7/29/
F-09-099	ZUBAIRI PROPERTY				8/17/
SP-09-004	RIVERSIDE OVERLOOK				8/17/
F-15-044	YORIKO PROPERTIES	2/3/2015	7/7/2015	154	7/7/
S-15-005	HILLTOP LANDING	6/4/2015	7/7/2015	33	7/7/
SP-15-004	DOVES FLY	4/16/2015	7/7/2015	82	7/7/
F-04-148	SAINT JOHN'S POINT				7/21/
SP-15-014	MAPLE LAWN SOUTH				6/30/
S-98-018	WORTHINGTON FIELDS-PHASE VI				7/8/

CB1-2020

Sayers, Margery

From: chettyoak@yahoo.com
Sent: Monday, April 6, 2020 4:30 PM
To: CouncilMail
Subject: Pass CB-1 with NO AMENDMENTS!

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Dear Elected officials,

Please pass CB-1 tonight, without amendment. We are dreadfully behind on new school construction. We are out of space. Thorough analysis (by those outside of the construction industry!) has shown time and time that the claims that "new development pays for itself" are simply NOT true! If that were true, our county would be operating at a surplus and the funds would be available to build schools where the students are. You all know this is not the case. Do not cave to developer pressures. Pass CB-1 to give our school system just a small bit of breathing room.

Sincerely,
Frances Keenan
HC D-1
Ellicott City, MD

Sayers, Margery

From: Anne Wang <wangyan0818@hotmail.com>
Sent: Wednesday, March 11, 2020 2:18 PM
To: CouncilMail
Subject: Supporting Council Bill 1 (CB1)

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

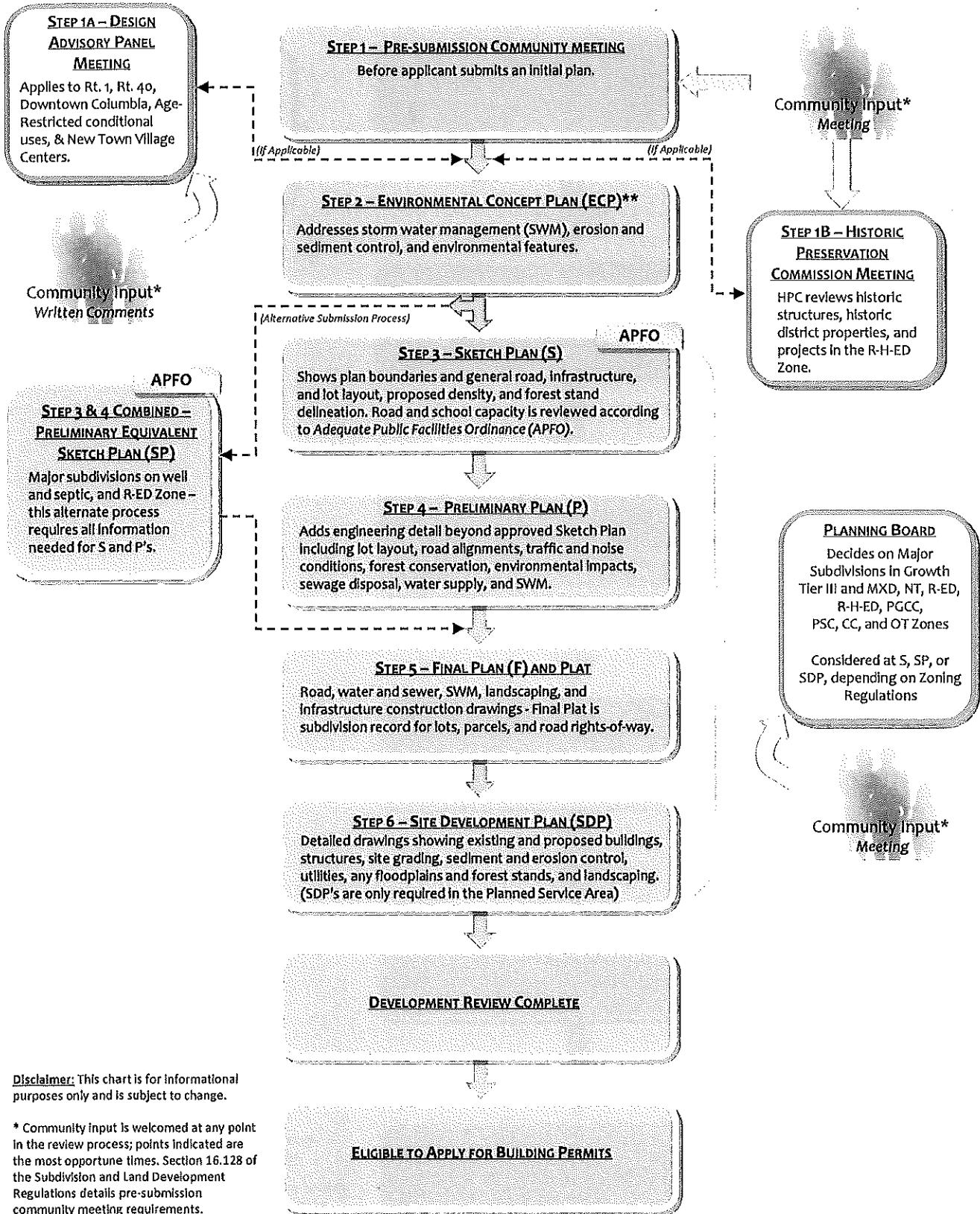
Dear Howard County Council members,

I am sending this email to strongly support the Council Bill 1 (CB1). Most of the schools are overcrowded. For example, the NES is projected to be 121% for the enrollment period 2021-2011. The bill CB1 extends the waiting period from four to seven years to allow the County more time to actually fund, site, and build the schools capacity the schools don't have now. I completely support the bill and hope this bill can be passed.

Sincerely,

Yan

MAJOR SUBDIVISION PROCESS (5 LOTS OR MORE)



Disclaimer: This chart is for informational purposes only and is subject to change.

* Community input is welcomed at any point in the review process; points indicated are the most opportune times. Section 16.128 of the Subdivision and Land Development Regulations details pre-submission community meeting requirements.

** Environmental Concept Plan (ECP) must be submitted with S or SP and prior to SDP and Resubdivision Final Plans.

Residential Development Process Scenarios

(Average times derived from <https://tinyurl.com/HowardCountyPlans> 10-year history in residential zones (R-), 2010 to 2020)*

All residential development projects are required to hold a Presubmission Community Meeting before submitting a plan to DPZ. Developers have up to one year to submit a plan following their presubmission Community Meeting.

Major Subdivision (outside PSA – RR and RC zones):

ECP/Preliminary Equivalent Sketch > Final Subdivision

(0.58 years/1.91 years > 1.04 years = 2.95 years, then can receive building permits & since no SDP required there is no time limit within which builder has to apply for a building permit

Minor Subdivision (outside PSA – RR and RC zones):

ECP > Final Subdivision

(0.58 years > 1.04 years = 1.62 years, then can receive building permits & since no SDP required there is no time limit within which one has to apply for a building permit

Major Subdivision (within PSA – all residential zones except RR and RC):

ECP/Sketch > Preliminary > Final Subdivision > Site Development Plan

(0.51 years/1.20 > 0.69 > 1.13 > 0.86 years = 3.88 years, then has 1 year to apply for first building permit and up to 5 years to apply for all building permits for SFD units, and up to 2 years to apply for all building permits for SFA and APT units.

OR

ECP/Preliminary Equivalent Sketch > Final Subdivision > Site Development Plan

(0.51 years/1.01 > 0.56 > 1.13 > 0.86 years = 3.56 years, then has 1 year to apply for first building permit and up to 5 years to apply for all building permits for SFD units, and up to 2 years to apply for all building permits for SFA and APT units.

Minor Subdivision (within PSA – all residential zones except RR and RC):

ECP > Final Subdivision > Site Development Plan

(0.51 years > 1.09 > 0.82 years = 2.42 years, then has 1 year to apply for first building permit and up to 5 years to apply for all building permits for SFD units.

*The dashboard accessed here: <https://tinyurl.com/HowardCountyPlans> includes more than 6,000 plans approved by DPZ since the year 2000. Plans can be filtered by zoning and by year to determine average times for plan approvals. The above represents only particular filter settings (past 10 years for residential zones).

	Actual Enrollment/Capacity											Projected Feasibility Enrollment Numbers/Capital Improvement Program											MID Dept Planning 10 year projections	
	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	MDP	Enrollment Increase 2020-28							
	ES enrollment	23355	23730	24283	24619	25012	25353	25499	25784	26099	26259	26606	27000	27481	27855	28346	26960	1,607						
MS enrollment	11909	12296	12730	12914	13196	13448	13638	14015	14072	14151	14182	14429	14546	14845	14966	15150	1,702							
HS enrollment	16417	16485	16621	16803	17262	17769	18171	18355	18699	19050	19432	19585	19788	19783	19963	20960	3,191							
Total enrollment	51681	52511	53634	54336	55470	56570	57508	58134	58870	59460	60220	61014	61815	62483	63275	63070	6,500							
ES delta		424	615	390	417	364	146	285	315	160	347	394	481	374	491									
MS delta		387	434	184	282	252	390	177	57	79	31	247	117	299	121									
HS delta		68	136	182	459	507	402	184	344	351	382	153	203	-5	180									
total new enrollment		879	1185	756	1158	1123	938	626	716	590	760	794	801	668	792									

Elementary Details	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	MDP
	Enrollment	23355	23730	24283	24619	25012	25353	25499	25784	26099	26259	26606	27000	27481	27855	28346
Capacity	24699	24881	25093	25093	25749	25749	25749	25749	25749	25934	25912	25912				
Avail Seats	1344	1151	810	474	737	223	225	-60	-375	-325	-672	-1066				
Utilization	94.5	95.3	96.7	98.1	97.1	99.1	99.1	100.2	101.4	101.2	102.5	104.1				
ES new enrollment	628	424	615	390	417	364	146	285	315	160	347	394	481	374	491	
New capacity	1070	100	100	515	0	1155	0	0	0	210	0	0				

Middle Details	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	MDP
	Enrollment	11909	12296	12730	12914	13196	13448	13638	14015	14072	14151	14182	14429	14546	14845	14966
Capacity	13047	13086	13125	13418	13457	13436	13457	13457	13457	13457	13457	13457				
Avail Seats	1138	790	395	504	261	12	-381	-558	-615	-694	-725	-972				
Utilization	97	99	101	96.2	99	100	102.8	104	104.5	105.1	105.3	107.2				
MS new enrollment	408	387	434	184	282	252	390	177	57	79	31	247	117	299	121	
New capacity	625	662	0	0	293	0	0	0	0	0	0	0				

High School Details	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	MDP
	Enrollment	16417	16485	16621	16803	17262	17769	18171	18355	18699	19050	19432	19585	19788	19783	19963
Capacity	17146	17146	17246	17246	17224	17246	17246	17246	17246	17246	19104	19104				
Avail Seats	729	661	625	443	-38	-523	-925	-1109	-1453	-1804	-336	-489				
Utilization	96	97	97	100	103	103	105.3	106.4	108.4	110.4	101.7	102.5				
HS new enrollment	-283	68	136	182	459	507	402	184	344	351	382	153	203	-5	180	
HS new capacity	0	0	0	0	-22	0	0	0	0	0	1850	0				

Sayers, Margery

From: abhijit honrao <abhijit.honrao@gmail.com>
Sent: Wednesday, March 4, 2020 4:31 PM
To: CouncilMail; planning
Subject: CB1 Impact written testimony

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

I am a resident of Maryland since 2005. I have a minor subdivision (one additional lot), in which I am planning to build a house for my family for three. This July I was getting the permission to built, I have signed a contract with the builder to start construction of the house.

I have already committed to the legal binding contract and have given deposit money. This bill will cause us great financial hardship.

Please consider my request and consider my subdivision as a grandfathering rule and allow me to start the construction.

I am aware of the over crowding of the Howard County Schools. But we cannot introduce a Bill without giving some kind of consideration of the financial hardship this bill will cause to me and my family.

Abhijit Honrao

Sayers, Margery

From: Susan Garber <buzysusan23@yahoo.com>
Sent: Monday, March 2, 2020 5:19 PM
To: CouncilMail
Subject: CB1 Amendments

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

I am feeling very uncomfortable about tonight's vote on CB-1. The obvious purpose of CB 1 is to stop the foolish process of 'testing' for school capacity four times (in as little as 3 yrs 1 month) and then allowing development to proceed anyway, regardless if there are seats available. The cumulative result of this practice is the mess we are in regarding overcrowded schools.

The BOE has stated that it takes an average 7 years to identify and purchase suitable land, and to design and construct a new school. So it makes sense that CB 1 seeks to extend the testing to 7 years maximum. Even then, development can proceed with or without seats available, continuing our dangerous practice.

As I have watched the progression of amendments and amendments to amendments on CB 1 I am gravely dismayed. Going into this evening's vote it looks like the number of years of testing could ultimately be reduced from the proposed 'honest' seven to 6 and then 5. But it looks far worse if I'm reading correctly. Are these amendments actually saying that where the rate of over capacity exceeds 5% beyond the (105, 110, and 115%) APFO standards as the result of the proposed development, the development can proceed anyway after the fifth test. Doesn't this seem to completely dismantle some of the provisions of the hard fought new APFO regulations????AND fly in the face of common sense??? Am I misinterpreting this??

IMHO, the original, un-amended CB1 deserves passage.

Susan Garber
North Laurel/Savage

Sayers, Margery

From: Jung, Deb
Sent: Saturday, February 15, 2020 11:55 AM
To: Sayers, Margery
Subject: FW: CB 1-2020

Deb Jung
Council Chair, District 4
Howard County Council
3430 Court House Dr., Ellicott City, MD 21043
410-313-2001

Sign-up for my District Update [here](#).

From: Thompson, Mark <Mark.Thompson@stronachgroup.com>
Sent: Monday, February 3, 2020 5:12 PM
To: Jung, Deb <djung@howardcountymd.gov>
Cc: Ball, Calvin <cball@howardcountymd.gov>; Sidh, Sameer <SSidh@howardcountymd.gov>; Angelica Bailey <abailey@marylandbuilders.org>; jvankirk@elmstreetdev.com; Leonardo McClarty <lmccarty@howardchamber.com>
Subject: CB 1-2020

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Deb,

I'm writing to let you know of my opposition to CB 1-2020. I respectfully feel that this proposed change to the APF system will have a deleterious effect on Howard County. It is clear that by extending the number of years that a project must be retested, few projects would have the financial backing to wait for such a long period. Investment will go elsewhere. In practical terms, the development business in Howard County would grind to a stop.

My biggest concern is for the County's fiscal health. The nexus between the continued provision of high quality public services and the fiscal contributions of new development has been completely ignored. Where will the money for new and renovated schools come from? Where will the funds for police, fire and other essential services come from? The County's own report on the 2016 tightening of APFO requirements showed a huge fiscal hit. That didn't include an extension of the retesting period which would drive even higher deficits!

I don't make these statements lightly. While I currently work in the private sector, I served as a County employee for six years and so I know the planning process from both the private and public perspective. I attended meetings with the rating agencies and worked on the spending affordability and budget process. The legislative changes that have been made over the last few years have completely shifted the environment in Howard County. It has sent a very clear message to the business community that growth is not welcome. Hopefully, the County's Spending Affordability Committee will provide some much needed perspective on the challenges ahead.

More importantly, I've lived in Howard County for 26 years. I raised my kids here, I've made great friends here, and I've worked hard to make our County better for those in need. I'm really worried that policies like CB 1-2020 will make it impossible for my kids to live here, force my friends out and keep those less privileged out as well. I urge you to vote

against CB1-2020 and would welcome the opportunity to discuss more productive policies with you. Thanks for your consideration.

Respectfully,

Mark

Mark Thompson

Senior Vice President of Development

Stronach Properties

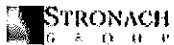
198 Laurel Race Track Road, Laurel, MD 20725

Email | mark.thompson@stronachgroup.com

Office | 301-470-5494

Cell | 443-794-7161

<http://www.stronachgroup.com>



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Sayers, Margery

From: Jung, Deb
Sent: Saturday, February 15, 2020 11:48 AM
To: Sayers, Margery
Subject: FW: APFO moratorium extension

Deb Jung
Council Chair, District 4
Howard County Council
3430 Court House Dr., Ellicott City, MD 21043
410-313-2001

Sign-up for my District Update [here](#).

From: Paul Sill <paul@sillengineering.com>
Sent: Tuesday, February 4, 2020 2:39 PM
To: Jung, Deb <djung@howardcountymd.gov>
Subject: RE: APFO moratorium extension

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Council Member Jung,

I understand that this legislation was tabled last night. I am very happy to hear that and hope that it is removed from consideration all together.

I also heard that Council Member Jones introduced a bill (CB8-2020) that would require fiscal notes to be provided for each piece of legislation before you. I was surprised to learn that this wasn't already being done, as it could have helped some of these past bills that have damaged my business and others like me. I encourage you to vote for this legislation.

Thank you for your time,
Paul

From: Paul Sill
Sent: Monday, February 03, 2020 12:11 PM
To: DJung@howardcountymd.gov
Subject: APFO moratorium extension

Dear Council Member Jung,

I am a small business owner, with my office in Lisbon, Howard County. I own and operate a civil engineering firm and do the majority of my work in Howard County, and employ eight full-time employees and two part-time employees. The recent actions taken by the Council concerning school allocations, forest conservation, and permit fees have had a negative impact on my business already, with one client pulling out of a thirteen lot subdivision and another deciding to build in Baltimore County; these two clients alone represent a sizable income stream that is now lost to me. The extension of the APFO deadline will damage my business more. I'm sure you have heard many reasons not to extend the APFO deadline, but this will directly impact myself and my employees natively. I ask that you do not extend the APFO deadlines and leave them as they currently are.

Thank you,

Paul M. Sill, PE, LEED AP
SILL ENGINEERING GROUP, LLC
PLEASE NOTE OUR NEW ADDRESS
16005 Frederick Road
Lisbon, MD 21797
Office: 443-325-5076 ext. 102
Fax: 410-696-2022
Cell: 443-878-4314
Website: www.sillengineering.com

 Please consider the environment before printing this email.

Sayers, Margery

From: John Cook <johnkcook@yahoo.com>
Sent: Thursday, February 13, 2020 8:19 AM
To: CouncilMail
Subject: Council Bill 1-2020

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Please slow down development. Most schools are already past their limit.

Sayers, Margery

From: Kurt Schwarz <krschwa1@verizon.net>
Sent: Tuesday, February 11, 2020 2:36 PM
To: CouncilMail
Subject: CB1-2020

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Dear Howard Council:

I support CB1-2020. For too long our schools have been overburdened by development.

Kurt Schwarz
District 1
9045 Dunloggin Ct.
Ellicott City, MD 21042

DRAFT TEMPORARY ENROLLED

CB 1-2020
as amended by Am. 1

CB 1-2020 WITH AMENDMENT NO. 1 ENROLLED
UNOFFICIAL COPY
FOR DISCUSSION PURPOSES ONLY

Introduced _____
Public hearing _____
Council
action _____
Executive
action _____
Effective date _____

County Council of Howard County, Maryland

2020 Legislative Session

Legislative day # 1

BILL NO. 1-2020

Introduced by:
Liz Walsh

AN ACT altering the number of consecutive years a project or phase of a project must be retested if a project fails one or more components of the school capacity test of the Adequate Public Facilities Act of Howard County.

Introduced and read first time _____
scheduled.

, 2020. Ordered posted and hearing

By order _____
Diane Schwartz Jones, Administrator

Having been posted and notice of time & place of hearing & title of Bill having been published according to Charter, the Bill was read for a second time at a public hearing on _____, 2020.

By order _____
Diane Schwartz Jones, Administrator

This Bill was read the third time on _____, 2020 and Passed ____, Passed with amendments _____, Failed _____.

By order _____
Diane Schwartz Jones, Administrator

Sealed with the County Seal and presented to the County Executive for approval this ___ day of _____, 2020 at
___ a.m./p.m.

By order _____
Diane Schwartz Jones, Administrator

Approved/Vetoed by the County Executive _____, 2020

Calvin Ball, County Executive

NOTE: [[text in brackets]] indicates deletions from existing law; TEXT IN SMALL CAPITALS indicates additions to existing law; Strike-out indicates material deleted by amendment; Underlining indicates material added by amendment.

1 **Section 1.** *Be it enacted by the County Council of Howard County, Maryland, that the Howard County*
2 *Code is hereby amended as follows:*

3
4 *By Amending:*

5
6 *Title 16. "Planning, Zoning and Subdivisions and Land Development Regulations"*

7 *Subtitle 11. "Adequate Public Facilities."*

8 *Section 16.1105. "Processing of plans subject to test for adequate transportation facilities and/or*
9 *tests for adequate school facilities and/or test for housing unit allocations."*

10 *Subsection (c). "Processing Applications for Approval of Residential Projects and Projects*
11 *Containing Residential and Nonresidential Uses."*

12 *(7) "Waiting Period."*

13
14
15 **HOWARD COUNTY CODE**

16
17 **Title 16. PLANNING, ZONING AND SUBDIVISIONS AND LAND DEVELOPMENT**
18 **REGULATIONS**

19
20 **Subtitle 11. Adequate Public Facilities.**

21
22 **Section 16.1105. Processing of plans subject to test for adequate transportation facilities and/or**
23 **tests for adequate school facilities and/or test for housing unit allocations.**

24 *(c) Processing Applications for Approval of Residential Projects and Projects Containing*
25 *Residential and Nonresidential Uses:*

26 *(7) Waiting Period.*

27 (i) If a project or phase of a project was never on the list of applications waiting for
28 housing unit allocations and has received housing unit allocations, then development
29 may proceed as follows:

30 a. If the project or phase of the project passes the school capacity test in any
31 year between and inclusive of the first consecutive retest and the ~~fourth~~ SEVENTH
32 consecutive retest, then the project or phase of the project may proceed.

33 b. If a project or phase of a project fails the school capacity test:

34 i. For each of the next ~~four~~ SEVEN consecutive years, the project or phase
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project shall be retested each time the County Council adopts new annual housing unit allocations and school capacity charts, EXCEPT IF THE PROJECTED ENROLLMENT OF A SCHOOL WHICH WILL SERVE THE PROPOSED PROJECT EXCEEDS BY FIVE OR MORE PERCENTAGE POINTS THE MAXIMUM ENROLLMENT DEFINED AS OPEN, THE PROJECT OR PHASE SHALL BE RETESTED UNTIL IT PASSES THE SCHOOL CAPACITY TEST; and

ii. In the ~~fourth~~ SEVENTH retesting year, the project shall be deemed to have passed the school capacity test, EXCEPT IF THE PROJECTED ENROLLMENT OF A SCHOOL WHICH WILL SERVE THE PROPOSED PROJECT EXCEEDS BY FIVE OR MORE PERCENTAGE POINTS THE MAXIMUM ENROLLMENT DEFINED AS OPEN, THE PROJECT OR PHASE SHALL BE DEEMED TO HAVE PASSED THE SCHOOL CAPACITY TEST IN THE SEVENTH RETESTING YEAR".

(ii) If a project or phase of a project is on the list of applications waiting for housing unit allocations and receives housing unit allocations within six years, then subparagraph (i) of paragraph (7) of this subsection applies subject to the following maximum waiting periods:

- a. If a project or phase of a project has waited for three years or fewer to receive housing allocations, the combined number of years the project or phase of a project waits to receive housing unit allocations and pass the school capacity test shall not exceed ~~six~~ SEVEN years.
- b. If a project or phase of a project has waited for four or five years to receive housing allocations, the combined number of years the project or phase of a project waits to receive housing unit allocations and pass the school capacity test shall not exceed seven years.

(iii) If a project or phase of a project is on the allocation waiting list and receives allocations after six years or more of being on the list, then the project or phase of a project may proceed upon passing a school capacity test. If the project fails the school capacity test, then it must wait one additional year to be retested. After being retested, the project shall be deemed to have passed the school capacity test.

Section 2. Be it further enacted by the County Council of Howard County, Maryland, that this Act shall become effective 61 days after its enactment.

Fiscal Impact Study Frequently Asked Questions – September 5, 2019

What is a fiscal impact study?

A fiscal impact study estimates the revenues generated from new development and the operating and capital costs required to serve new development. The net fiscal impacts are the revenues minus the costs. If revenues are greater than costs, then net fiscal surpluses result (also referred to as net revenues), and if costs are greater than revenues, then net fiscal deficits result. All major and minor revenues and costs are evaluated. This includes all capital costs such as the cost to build new schools, parks, libraries, fire stations and other capital facilities. The fiscal report details all the revenue and all the operating and capital costs that have been evaluated and the methodologies used to evaluate each.

A fiscal impact study is different than an economic impact study. Whereas a fiscal impact study measures the impact to the County's budget, an economic impact study measures the impact of new development on the broader economy such as the number of new jobs created, and the amount of direct, indirect and induced monetary stimulus to the local and regional economies.

Why was this fiscal impact study done?

The FY2019 Spending Affordability Advisory Committee recommended that Howard County issue a request for proposals to hire an economic consultant to conduct a fiscal impact analysis to study the effects of recent amendments to the Adequate Public Facilities Ordinance (APFO). Urban Analytics, a fiscal and economic consulting firm located in Alexandria, Virginia, was selected to conduct the fiscal study. The purpose of the study was to help the County develop accurate revenue and expenditure projections accounting for the APFO amendments, providing important information for long-term planning purposes.

The fiscal study focused on APFO amendments adopted in early 2018. The amendments imposed more restrictive school capacity test standards designated to take effect after the beginning of 2019. School capacity utilization rates, a standard used to determine whether a school district is closed to new development, were lowered from 115% to 105% for elementary school districts and regions and from 115% to 110% for middle school districts. A new high school district test was added, closing high school districts to new development at 115% capacity utilization. The new school capacity chart implementing these changes was adopted by the County Council on July 1, 2019.

The recent changes to the school capacity test result in closing a significant portion of the County to new development, triggering significantly less residential growth and less commercial growth than projected in *PlanHoward 2030*, which was adopted in 2013.

The map below shows the portions of the County closed to new development based on the school capacity chart adopted by the County Council on July 1, 2019. The colored portions of the map represent the elementary, middle and high school districts closed to new development. The table below the map (Table 5) shows future residential development for the adopted General Plan projections compared to the impact from the amendments to APFO.

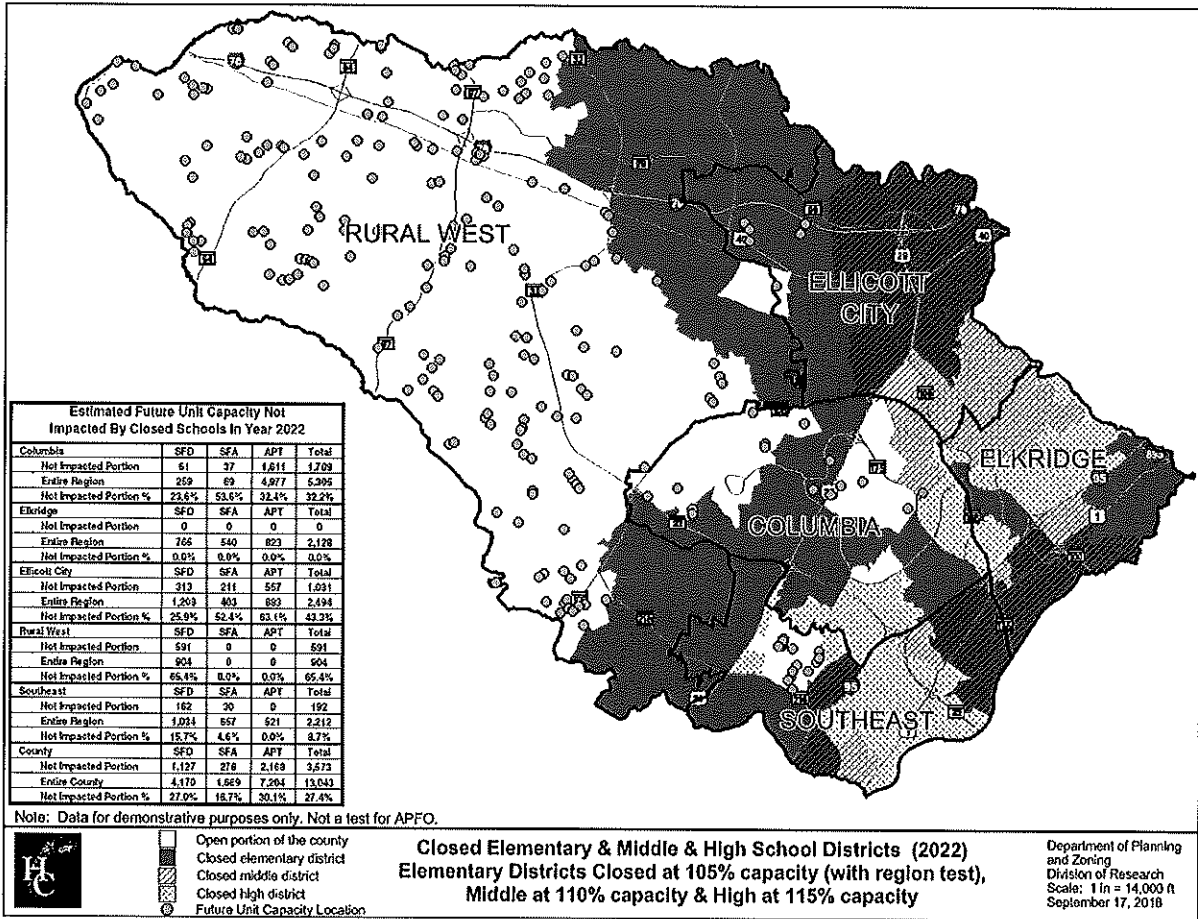
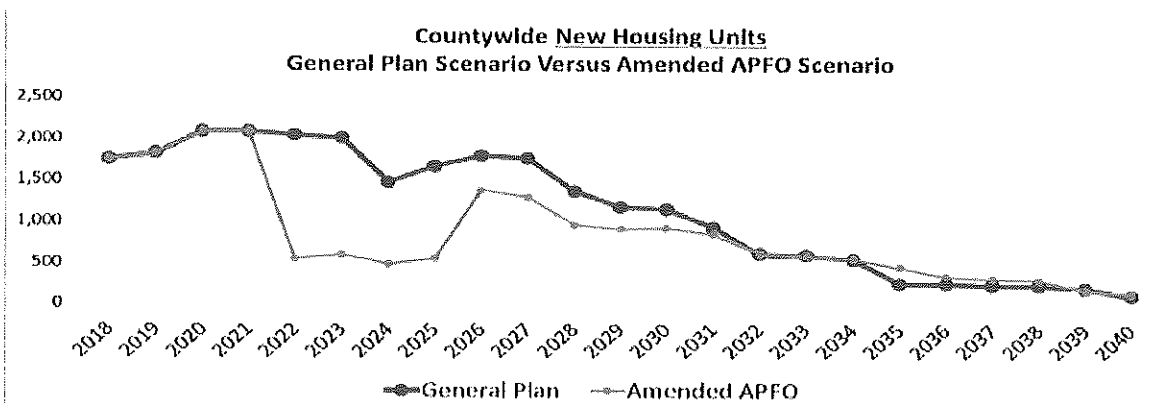


Table 5: New Housing Units – General Plan vs. APFO – Trend Line



Source: Howard County, Maryland, Department of Planning; University of Baltimore, Jacob France Institute; Artemel & Associates, Inc.; Urban Analytics, Inc.

What are the results of the APFO fiscal impact study?

The net fiscal impact of the 2018 APFO amendments is a projected reduction of \$63 million in net revenues to the County during the first six years and a projected \$152 million reduction over 20 years. According to the study, the net reduction in revenue occurs because new development generates more revenues than expenditures incurred, and less new development will result in less net revenue to the County. Both residential and non-residential development generate positive fiscal results. All numbers in the study reflect a constant dollar analysis without assuming inflation or price increases over the 20 years.

Why is new housing development fiscally positive in Howard County?

The report indicates that new housing is fiscally positive because new homes are generally more expensive than existing homes and thus generate relatively higher property and income tax revenues. This is because new homes tend to: (1) be larger than existing homes, (2) use more expensive and better quality building materials today than were used in the 1970s, 1980s and 1990s and thus have higher assessed values, (3) be built on land that is more expensive to acquire and develop today than in previous years, leading to more expensive homes and higher assessed values, and (4) require higher household incomes to qualify for the mortgages to purchase more expensive houses.

Furthermore, the Maryland tax structure allows counties to assess both property tax and local income tax collected by place of residence. This tax structure is unique—most counties in the United States do not have a direct local income tax and may rely on other forms of local revenues such as local retail sales tax. Additionally, the County’s Capital Improvement Plan (CIP) is supported by funding sources that are reliant on new development—school surcharge, road excise tax, and transfer tax.

Have there been fiscal impact studies done before in Howard County?

Yes. Fiscal impact studies were conducted as part of the last three General Plans in 1990, 2000, and 2012. All these reports indicate that new growth “pays for itself” given the same reasons stated in the answer to the question above. Fiscal impact studies have also been done for larger scale planned communities in Howard County including Turf Valley, Maple Lawn, Emerson, and Downtown Columbia.

What will be the impact of school redistricting?

The Howard County Public School System (HCPSS) is currently undergoing a redistricting effort to be effective starting with the 2020/21 school year. The redistricting is expected to be systemwide and comprehensive. The Board of Education is expected to vote on a redistricting plan in November 2019. To the extent that the redistricting results in capacity being used at currently underutilized schools, the foregone net revenues projected in the fiscal impact study may change.

How can a newly built house with two school children be fiscally positive given the high cost for public education (which takes up about 60% of the County budget)?

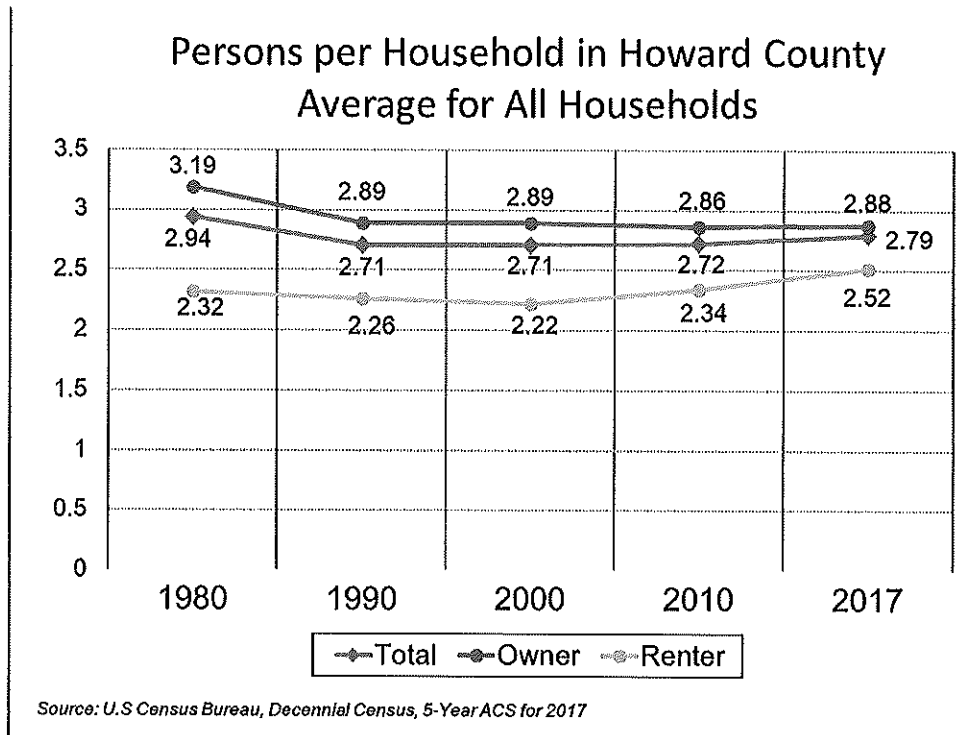
According to Census data, approximately 30% of all households in Howard County have school-aged children *at any given time*. So, there are years where a household with children residing in the home may receive more in services than they pay in taxes and years where those children no longer reside in the home, thereby lowering the cost of government services for that household. Therefore, if one does a “back of the envelope” calculation, or even a more detailed calculation, there is the possibility that an average valued new house built in Howard County, with two school age children, may not be fiscally positive in individual years, but aggregated over time, the results may be positive. These averages and life-cycles must be considered when conducting fiscal impact studies.

If new growth is fiscally positive, why is it that we continue to have school overcrowding issues and the lack of sufficient funding for new school construction?

This is also a common question. Four things may be considered to help address this question:

1) *Not all schools in Howard County are over-capacity.* This [link](#) provides information on capacity utilization rates for all schools in Howard County. The overall school utilization is 97% for elementary schools, 100% for middle schools, and 102% for high schools. The HCPSS has built an average of one new school per year since APFO began in 1992 to accommodate new growth. The current comprehensive redistricting effort should help in better balancing capacity among existing schools. The current FY2020 to FY2029 HCPSS Capital Improvement Plan includes five new schools and six school replacements, renovations and additions.

2) *The average number of persons per household is increasing in Howard County.* There are currently about 120,000 homes in Howard County. Like in most places across the United States, average household size has steadily decreased over time during the second half of the 20th century. This was mainly due to the increasing prominence of the nuclear family as a social unit, couples having fewer children and increasing wealth enabling faster new household formation. This trend in decreasing household size has reversed in Howard County since 2000, as shown in the chart below. The increase is more pronounced for rental housing. Though on average new growth is fiscally positive as indicated in the fiscal impact study, as residents per household increase, the overall cost of government services increases, which could reduce the net fiscal impact of new homes over time. Furthermore, increasing household sizes in the more than 120,000 existing homes in Howard County results in higher government service costs.



3) *Howard County's infrastructure is aging.* Population growth began in earnest in the County in the 1960s. Some of the older County infrastructure is in need of replacement or renovation and this need will grow in the years ahead. An increasing portion of the HCPSS capital budget is going towards replacing and renovating older schools. The need to replace older infrastructure, and the lack of sufficient funding to do so, is a problem all over the United States at all levels of government—local, state, and federal. A further significant issue facing states and localities is that the federal government is not subsidizing state and local infrastructure to the same extent as it had in the middle decades of the 20th century. So, relatively more funding is required at the state and local levels to rebuild.

4) *Levels of service have increased.* Howard County residents have received increasing levels of service over time. For example, in the late 1990s public school class sizes were reduced to an average 19 children per classroom for first and second graders. Full-day kindergarten (versus half-day) at all elementary schools was phased in during the 2000s, and pre-K education has expanded over time and is offered at more schools. Gifted and talented and special education offerings have also expanded compared to past decades. New schools are larger and have more amenities than in the past. Similar service level improvements have occurred in other government sectors: improved roads and road safety, improved park facilities and programs, the provision of maintained County open space, and improved fire and police protection. It is human nature to strive improve upon the past, and this particularly occurs in jurisdictions with higher median incomes, such as Howard County.

Do other jurisdictions in Maryland have similar fiscal results as Howard County?

Yes. Fiscal impact studies conducted in other Maryland counties, including Baltimore County, Anne Arundel County, Queen Anne's County, and Charles County, show that new growth "pays for itself," on average, due to the same reasons stated above. In particular, the local income tax levied by all Maryland counties helps to offset costs for services for residential development.

What will happen when growth slows in Howard County as a result of land constraints?

This is an important question. In general, growth tends to "subsidize" the cost of services to existing land uses. This "subsidy" becomes less over time, as the existing base grows, and new growth becomes a smaller percentage of economic activity. However, the fiscal structure of Howard County (and most other growing counties in the United States) has been established by incorporating new growth for decades, and growth can be considered "built-into" the fiscal viability of the County. For example, the importance of one-time revenues paid by new development—building excise tax, school surcharge, and transfer tax—are substantial and important revenues to help pay for the on-going debt service of new infrastructure and other operating needs. So, when growth slows or comes to a stop, this can disrupt the fiscal structure of the County, leading to imbalances. As a result, service levels will need to drop, County government will need to do more with less, and/or taxes and fees will need to be raised.

Table 5 on Page 2 above shows that under current General Plan policy and existing zoning, residential growth is projected to slow as land use capacity for new residential development diminishes (blue line). With the recent amendments to APFO this will happen sooner and more sharply than planned (orange line). This is also the case for non-residential development. Policy makers will need to respond to this and adjust the fiscal structure of the County to enable a fiscally sustainable future. This change to the fiscal structure will inevitably occur, sooner or later, as land is a limited resource. Having a solutions-driven community conversation around future land use policy is an important and proactive approach to address the fiscal challenges that lie ahead.

Sayers, Margery

From: Cynthia Williams <cawilliams66@hotmail.com>
Sent: Friday, February 7, 2020 2:07 PM
To: CouncilMail
Subject: CB1

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Current law does not allow enough time for the school system to adjust to the request for additional capacity within the 3 year time frame. Schools must undertake the difficult task of redistricting, renovating existing or building new schools. Testing the schools for additional years allows the county to better prepare for the anticipated increase in students. •

The developers might try to argue that landowners have a right to develop and delaying them further will result in lawsuits from landowners. However, nearby counties have similar wait times already in place. Carroll and Ann Arundel Counties are 6 years and Calvert County is 7 years.

- This wait time should be adjusted so that it can be used as a tool to pace development and to give the school system a way to increase school capacity along with demand. The increased wait time proposed in this bill would be a step towards achieving that goal.
- Passing this bill will give the county time to realize and accrue the necessary funds from the increase in school surcharge that will be put towards building new schools.
- Passing this bill would help control school overcrowding which is of great concern in Howard County. When schools become overcrowded, classroom size increases and the use of portable classrooms increase. Larger classroom sizes will hinder the ability of teachers and students to connect in the classroom and this will affect students' ability to learn.

Sayers, Margery

From: Becca and Dave Nobles <bdnobles06@yahoo.com>
Sent: Thursday, February 6, 2020 2:35 PM
To: CouncilMail
Subject: CB1

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

We fully support CB1!!

Becca and Dave Nobles
5921 Stream Valley Lane
Elkridge, MD. 21075

Sayers, Margery

From: Amy Barnes <abarnes79@gmail.com>
Sent: Thursday, February 6, 2020 2:05 PM
To: CouncilMail
Subject: We support CB1!

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Please help us keep schools safe! Thank you for your hard work and support!!!!

Sincerely,

Howard County residents at Rockburn Elementary School

Sent from my iPhone

Sayers, Margery

From: Jones, Opel
Sent: Wednesday, February 5, 2020 7:27 PM
To: Sayers, Margery
Subject: FW: APFO moratorium extension

From: Paul Sill <paul@sillengineering.com>
Sent: Monday, February 3, 2020 12:10 PM
To: Jones, Opel <ojones@howardcountymd.gov>
Subject: APFO moratorium extension

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Dear Council Member Jones,

I am a small business owner, with my office in Lisbon, Howard County. I own and operate a civil engineering firm and do the majority of my work in Howard County, and employ eight full-time employees and two part-time employees. The recent actions taken by the Council concerning school allocations, forest conservation, and permit fees have had a negative impact on my business already, with one client pulling out of a thirteen lot subdivision and another deciding to build in Baltimore County; these two clients alone represent a sizable income stream that is now lost to me. The extension of the APFO deadline will damage my business more. I'm sure you have heard many reasons not to extend the APFO deadline, but this will directly impact myself and my employees negatively. I ask that you do not extend the APFO deadlines and leave them as they currently are.

Thank you,

Paul M. Sill, PE, LEED AP
SILL ENGINEERING GROUP, LLC
PLEASE NOTE OUR NEW ADDRESS
16005 Frederick Road
Lisbon, MD 21797
Office: 443-325-5076 ext. 102
Fax: 410-696-2022
Cell: 443-878-4314
Website: www.sillengineering.com

 Please consider the environment before printing this email.

Sayers, Margery

From: Jones, Opel
Sent: Wednesday, February 5, 2020 7:26 PM
To: Sayers, Margery
Subject: FW: CB 1- 2020, APFO School Bin

-----Original Message-----

From: Paul Revelle <paul.revelle@gmail.com>
Sent: Monday, February 3, 2020 12:32 PM
To: Jones, Opel <ojones@howardcountymd.gov>; Rigby, Christiana <crigby@howardcountymd.gov>; Yungmann, David <dyungmann@howardcountymd.gov>
Cc: Angelica Bailey <abailey@marylandbuilders.org>; Jason van Kirk <jvankirk@elmstreetdev.com>
Subject: CB 1- 2020, APFO School Bin

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Few subdivisions have been held in the APFO school bin for the full 4 years but, with the new school capacity limitations and the addition of a high school test, the likelihood that many will is substantial.

The market place already understands this; just 38 units have been proposed in PreSubmission Community Meetings held in the 6+ months since the new APFO went into effect.

And the SAAC's forecast for \$63M lost net revenue in the next 6 years (\$152M in 20 years) was based on the old APFO. Making a decision to hold projects in the school bin for another year, two or three- meaning even more lost revenue- approaches fiscal recklessness.

There is no pressing emergency to act right now- you could revisit this question whenever the circumstances change. As it is, DPZ doesn't forecast a return to General Plan levels of growth until 2031. Time enough for a recession, for the fiscal and student enrollment effects of increased multifamily to become evident, and for the school system to decide to use the surplus capacity they have now.

When the school surcharge was approved, a big driver in the decision was the future revenue- \$200M- that the new fee would generate. Holding new projects in a school bin for 5,6 or 7 years means that whatever capacity might have become available over those years will be absorbed by student enrollment growth from resales- which pay no surcharge.

The current maximum hold already amounts to postponing new student enrollments by 7.5 years;

- 1 year to hold a pre-submission meeting and get a Sketch Plan approved,
- 4 years in a closed school bin,
- 1 year to get a Final Plan approved,
- 3 months to do bonding and developer agreements,
- 4-6 months of site work,
- 3 months of sales from a model to produce first building permits
- 4-6 months to build the new house.
- 7.5 years to first student enrolls in school

What problem do we face that requires over 7 years to address?

For context, just 9% of the County is undeveloped. Outside of Downtown Columbia much of what lies ahead will be minor subdivisions (4 or fewer lots in existing neighborhoods) and small subdivisions (the current average in the West is 10 lots, SFD's in the East is 13 lots, and the soon to be extinct townhouse averages just 45 lots). And those averages have been in decline for years and will drop again as new APFO takes hold.

In my opinion, the Council's focus on matters like school bus waiting time is misplaced energy. The shrinking tax base generated by development, the worsening affordability problem (the median price of a new Townhouse is now \$518K compared to \$437K in 2017) and the growing demand for services from the people who already live here are the symptoms of an economic problem. At this pace the County may not be able to bond enough for capital projects necessary to meet current demands- let alone any plans for a better future.

Paul

Sayers, Margery

From: Jones, Opel
Sent: Wednesday, February 5, 2020 7:20 PM
To: Sayers, Margery
Subject: FW: CB 1-2020

From: Carl Gutschick <cgutschick@glwpa.com>
Sent: Monday, February 3, 2020 5:15 PM
To: David Yungmann <davidyungmann@hcmove.net>; Jones, Opel <ojones@howardcountymd.gov>; Rigby, Christiana <crigby@howardcountymd.gov>; Jones, Diane <dijones@howardcountymd.gov>
Subject: CB 1-2020

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

As you consider your votes on CB 1-2020, and its amendments, please choose to vote AGAINST any lengthening of the four-year wait many projects have endured, or are enduring now.

The reason four years was selected for the school bin is that once out of the bin, a project takes at least three more years to finish approvals, build the infrastructure, construct the homes, and have families move in, thus creating the potential for school aged children to start attending public schools. This is already a seven year process from entering the school bin to the first child going to school.

Seven years was viewed as adequate time for either revising school boundaries, or for new schools to be planned, funded and built. Yes, opening a new school is difficult and time consuming, but I don't remember a time over the last 30 years where it was not. Nothing has changed, and neither should the regulations.

Thank you,
Carl K. Gutschick, P.E., Principal



3909 National Dr., Suite 250 | Burtonsville, MD 20866
PH: 301-421-4024 | PH (Baltimore): 410-880-1820
PH (Northern VA): 301-989-2524 | FAX: 301-421-4186

Check out our new website: WWW.GLWPA.COM

The information transmitted is intended only for the addressee shown above.
Any design information (calculations, drawings, etc.) included in this transmission is intended for the sole purpose agreed upon with Gutschick, Little & Weber, P.A. (GLW). If this information is to be used for any other purpose or transmitted to any other persons, prior consent must be received from GLW.

Sayers, Margery

From: Jones, Opel
Sent: Wednesday, February 5, 2020 7:18 PM
To: Sayers, Margery
Subject: FW: I am sharing: In Favor of CB1
Attachments: County Council Letter.docx

From: kathy howell <soledadsole22@gmail.com>
Sent: Monday, February 3, 2020 6:10 PM
To: Rigby, Christiana <crigby@howardcountymd.gov>; Jones, Opel <ojones@howardcountymd.gov>; Walsh, Elizabeth <ewalsh@howardcountymd.gov>; Jung, Deb <djung@howardcountymd.gov>; DYungman@howardcountymd.gov
Subject: I am sharing: In Favor of CB1

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Howard County Council Members,

Greetings!

I have attached my CB1 testimony.

Thank you.

Kathy Howell
208-403-8970

Shared from Word for Android
<https://office.com/getword>

Howard County Council

Dear Howard County Council

Greetings and Salutations!

I am writing this letter to express support of common sense legislation CB 1, and proposed Amendment 1. You know the dire straits that our school system and students face. Larger classes mean that not all students have access to education, because resources and space is stretched thin. This is not equitable. You well know that equity does not only come into play in matters of race or economic disparities. If students cannot access learning, because there are too many students that need assistance, that it very much an equity issue. It isn't only a budgetary issue. Putting everything which was previously stated aside, student safety is also affected in overcrowded schools. This is unacceptable. Past actions by leadership have led us here.

You have been leaders on this Council for a year and now the responsibility is yours. You cannot allow development to continue this way. As it was explained to me, the laws have been written to favor developers for so long that it will be difficult for Howard County citizens to have a fair shot. That is terrible. I fervently hope that this is not the legacy of this Council.

The Board of Education is having to make decisions about a budget that does not cover everything the school system needs. We need you to make our students the priority, and I hope that you can do the sensible thing by voting for this sensible bill. There is nothing else to add, because you know it's the right thing to do.

Best Regards

Kathy Howell

8726 RUPPERT COURT, ELLICOTT CITY, MD 21043

☐ 208-403-8970

Sayers, Margery

From: Jones, Opel
Sent: Wednesday, February 5, 2020 7:11 PM
To: Sayers, Margery
Subject: FW: CB1 Impact

From: abhijit honrao <abhijit.honrao@gmail.com>
Sent: Wednesday, February 5, 2020 6:10 AM
To: Jones, Opel <ojones@howardcountymd.gov>
Subject: CB1 Impact

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Hello Mr. Jones,

I am a resident of Maryland since 2005. I have a minor subdivision (one additional lot) F-17-021, in which I am planning to build a house for my family for three. This July I was getting the permission to built, I have signed a contract with the builder to start construction of the house.

I have already committed to the legal binding contract and have given \$25,000 as deposit money Invested. This bill will cause us great financial hardship.

Please consider my request and consider my subdivision as a grandfathering rule and allow me to start the construction.

Sincerely,
Abhijit Honrao and Shamal Shete

--

Abhi

Sayers, Margery

From: Jung, Deb
Sent: Wednesday, February 5, 2020 9:48 AM
To: Sayers, Margery
Subject: FW: CB1 Impact
Attachments: Honrao - Contract (12.31.2019) (signed).pdf

Deb Jung
Council Chair, District 4
Howard County Council
3430 Court House Dr., Ellicott City, MD 21043
410-313-2001

Sign-up for my District Update [here](#).

From: Abhijit Honrao <abhijit.honrao@gmail.com>
Sent: Tuesday, February 4, 2020 12:49 AM
To: Jung, Deb <djung@howardcountymd.gov>
Subject: CB1 Impact

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Hello Ms. Deb Jung,

I am a resident of Maryland since 2005. I have a minor subdivision (one additional lot) F-17-021, in which I am planning to build a house for my family for three. This July I was getting the permission to built, I have signed a contract with the builder to start construction of the house.

I have already committed to the legal binding contract and have given \$25,000 as deposit money Invested.

Please consider my request and consider my subdivision as a grandfathering rule and allow me to start the construction.

For your information I have included the builder contract.

Sincerely,
Abhijit Honrao and Shamal Shete

Timberlake Design/Build
Timberlake Building and Renovations LLC
304 Harry S. Truman Parkway, Suite M
Annapolis, MD 21401
(301) 808-7000 • (443) 837-3131
BUILDER REGISTRATION NO. 3769
Home Builder Sales Registration Number 329
Salesman Number: 109153

NEW CUSTOM HOME CONSTRUCTION CONTRACT

This Contract is made on this Date: December 31, 2019, by:

“Builder”: Timberlake Building and Renovations, LLC T/A Timberlake Design/Build
And
“Owner”: Abhijit Honrao & Shamal Shete

**SECTION ONE;
WORK**

1.1. **General.** Builder does hereby agree to construct for Owner and Owner does hereby agree to pay the Contract Price, adjusted by any changes, extras or allowance items, the improvements described in the construction plans and the specifications, both of which are signed by the parties and incorporated herein by reference and marked collectively as “Exhibit A” and “Exhibit I” to be constructed on the “Property” described as follows:

County: Howard County
Address: 4060 Saint John’s Lane, Lot 2
Tax Account No.: 02208393
Subdivision: Ellicott City
Deed Reference: 16686/00164

The construction plans and specifications described herein shall define the scope of work that the Builder is to perform and carry out in accordance with the terms of this Contract.

1.2 Builder shall comply with all laws, ordinances, and regulations currently adopted applicable to construction of the improvements upon the Property in accordance with the terms of this Contract. Construction shall conform to the published building codes for *Howard County* and shall be constructed in a good and workmanlike manner free from defective materials. Builder shall have the right to alter or vary the plans and/or specifications to the extent Builder deems necessary or proper to perform construction of the improvements to the foregoing codes and to standards of construction commonly accepted as proper in the locality where such improvements shall be constructed hereunder, and will notify Owner of any such changes.

**SECTION TWO
CONTRACT PRICE**

2.1 Owner shall pay to Builder, for performance of the Work, the Contract Price of **Six Hundred Eight Thousand, Nine Hundred Thirty Five and 84/100 dollars (\$608,935.84)** in accordance with the Draw Schedule of payments defined in Section 4 and attached as Exhibit B.

House Construction Price	\$434,817.00
Lot Finishing Price	\$174,118.84
Total Contract Price	\$608,935.84
Deposit due at signing of Contract	\$ 25,000.00
Total Construction Draw Amount	\$583,935.84

2.2 Except as otherwise provided herein there shall be no changes in the plans, specifications, adjustments to allowances or to the scope of the work thereunder, except upon the prior

Owner:
Abhijit S.S.

written agreement between Builder and Owner. Changes that are requested prior to the pre-construction meeting shall be added to the contract by way of an Addendum to this Contract. Any changes requested after the pre-construction meeting shall be known as a "Change Order." An Addendum or a Change Order shall be signed by Builder and Owner and shall contain a description of the work to be performed, the materials to be furnished, the price to be paid, and any adjustment to the time of completion. The costs of any items added pursuant to a Change Order shall be added to the Contract Price and the Draw Schedule shall be adjusted accordingly. A condition precedent to the Builder's obligation to undertake or carry out any such Change Order shall be the Owner's pre-payment per this section. Until paid, the Builder will not knowingly slow, stop, or alter construction activity. Where a delay is called for by the Owner in writing, a remobilization charge and any cost increase in materials, labor or new contractors that need to be acquired because of schedule disruption that occur during the interim will be paid by Owner prior to resumption of construction activity. All Change Orders after the Pre-Construction Meeting Builder may charge \$1,000.00 for a Change Order. Owner should be aware that changes requested by Owner after construction has commenced will result in delays to the timing and completion of the work.

2.3 If, after the date of this Contract, any government, governmental agency, public authority or monopoly shall change or modify the usual or customary procedures, requirements, fees, or laws affecting the construction, then any additional costs necessary to comply shall be paid by the Owner as a Change Order.

2.4 All communication with subcontractors shall be done through the project manager. Any communication with the subcontractor by the Owner which results in additional charges by the subcontractor, extension of time to complete project, or interference with other subcontractors ability to complete, are the sole responsibility of the Owner and will not interfere with the Builders' rights at settlement. Any additional charges incurred by Owner will be subject to charges as per Section 2.02.

2.5 All specifications and/or designs not specifically detailed in the contract documents shall be installed in a manner that is usual and customary. Similarly, all specifications and/or designs not detailed on the architectural and/or engineered drawings shall be installed in a manner that is usual and customary.

2.6 Should conditions encountered below the surface of the ground be at variance with or incompatible with the conditions or improvements indicated by the drawings and specifications, such as rocks, ground water, unusable soil, or backfill material, the costs to correct the situation shall be paid by the Owner as a Change Order.

SECTION THREE LOT FINISHING

3.1 Owner has hired Builder to provide Lot Finishing Services for site development work prior to commencing construction of the house under this Contract. Payment for all Lot Finishing Services completed before construction of house commences shall be made before construction of the house commences under this Contract. A breach of the Lot Finishing Services Addendum shall be considered to be a breach of this Contract. If Owner terminates this Contract during the Lot Finishing portion of the work, Owner shall be required to pay Builder for the Home Construction Contract, in an amount not less than the Builder's Margin of 20%.

By way of example only, if Builder's actual Cost for an item is \$80, applying a 20% margin results in a Sales Price for that item of \$100. The \$20 is 20% of the sales price. This reflects Builder's overhead of 12% (\$12) and a profit of 8% (\$8).

SECTION FOUR CONSTRUCTION LOAN, TITLE, AND PAYMENT

4.1 Owner agrees and certifies that the property is titled in the name of Owner and the title is merchantable and the property is free and clear of any liens and encumbrances, with the exception of a construction loan not to exceed the estimated total Contract Price stated in Section 2.1 as agreed

by the parties. Said loan shall provide for advances to be made to Owner, which advances are to coincide with the payments to be made by Owner in accordance with the Draw Schedule of Payments hereinafter set forth in this Section Four. Thereafter, Owner shall not further encumber the Property until the Builder has received payment in full of the Contract Price due hereunder. If Owner does not finance the Contract Price, Owner shall pay in accordance with the attached Draw Schedule.

4.2 Draw Schedule of Payments: A deposit shall be paid by Owner upon signing this Contract of \$25,000.00. Additional payments to be made by Owner as are set forth on the Draw Schedule of Payments attached hereto and made a part hereof. In the event that the Owner terminates this Contract, Builder will refund the Deposit to Owner less the amount of any payments to third parties made in pursuit of the Contract plus Builder's Margin, and to include any sales commissions paid. In the event that the Owner terminates this Contract after a repricing pursuant to paragraph 5.3.1, Builder will refund the Deposit to Owner less the amount of any payments to third parties made in pursuit of the Contract plus Builder's Margin.

4.3 If any part of the funds needed for construction of the improvements is not obtained through a lending institution, then that part shall be paid to the Builder in accordance with the Draw Schedule before any construction loan advances are obtained from the lending institution. Additional payments shall be made by the Owner to the Builder in accordance with the Draw Schedule of Payments attached hereto as Exhibit B. The attached Draw Schedule is a template. Owner's lender's Draw Schedule of Payments will be the controlling document of how payments will be made.

4.4 Owner agrees that draws are payable when work is substantially complete according to the Draw Schedule and shall be paid promptly from the construction loan. *Construction Draws will be released to Builder when that segment of the work is deemed completed by the financial institution's inspector. There shall be no hold back of draw payments by Owner once the financial institution has deemed the work complete. Draw requests may not necessarily be made in numerical order. Any draw on which work is substantially complete may be paid in any order.*

For Homeowner financed projects - Construction Draws will be released to TDB when that segment of the work is completed per the local jurisdiction code, and if applicable, after approval by the County.

4.5 Owner agrees to pay Builder amounts due to Builder with respect to work completed within five (5) days of request for payment; otherwise, Builder may, on seven (7) days' notice to Owner, terminate this Contract. Alternatively, Builder may, at Builder's sole election, stop work until such time that Builder has received payment. On such termination, Builder may recover from Owner payment for all work completed and for any loss sustained by him for materials, equipment, tools, or machinery to the extent of actual loss thereon, plus loss of a reasonable profit on the entire job contemplated by this Contract, together with court costs and reasonable attorney's fees.

SECTION FIVE TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

5.1 **Pre-Construction Meeting:** Prior to the actual start of construction, Builder will hold a Pre-Construction Meeting for the purpose of introducing the Owner to the site manager who will have primary responsibility of building your new home as well as any site work that is required in the lot finishing agreement. Two weeks prior to this meeting the site manager will be given all of your specs plans and options that you have selected to review for completeness and clarity. He will have the responsibility for determining if the house is ready for a Pre-Construction Meeting to move forward. Should the site manager have questions on the plans or details, for example if you are having custom built-ins etc..., the Pre-Construction Meeting could be postponed until everyone is clear as to what we are building. The purpose of the Pre-Construction Meeting is to confirm your selections, and not to make any major changes that could delay the start of your home. At the meeting you will be asked to confirm all of your selections and colors, and special attention must be paid to this, as we build by purchase orders, and the contents of the documents will be what is sent to our trade partners and how your house will be built. We strive to make sure that once the home is under construction, that we are able to deliver the house on the time that we promised this to you. Changes made late in the process will cause delays and extra costs if our

trade partners have to make multiple additional trips to do their work.

5.2 Weather conditions permitting, Builder agrees to commence performance on or about 45 days following the receipt of an approved building permit, and with the owner's permission to proceed. A condition precedent to Builder commencing construction is that Owner shall have made all selections for the house. Selections include, but are not limited to those items noted in Exhibit K attached hereto. **Builder is under no obligation to start construction and will not hold a pre-construction meeting until such time that Builder has received all of Owner's completed selections.** _____ / _____

5.3 Builder agrees to substantially complete the improvements within 150 days after the commencement thereof. It is further agreed that, in the event Builder is delayed at any time in the progress of the work by changes ordered, unavailable materials or supplies, labor disputes, scheduling delays caused by subcontractors, fire, unusual delay in transportation, inclement or unstable or severe weather, delays in receiving payment for work completed, unavoidable casualties and other causes beyond Builder's control, that the time for substantial completion shall be extended for that period of delay. There shall be no damages or adjustments for delay in construction regardless of cause.

5.3.1 If construction activity, through no fault of Builder, does not commence within 180 days of the effective date of this Contract, then the Builder has the right to re-price the Contract. Any Owner imposed delays, disruption of schedule, adjustments to time of completion, or cessation of construction activity shall carry a charge as described in Section 9.2.

5.4 Builder agrees that, during and upon completion of the work, Builder shall remove all waste, materials and rubbish from and about the project as well as Builder's tools, construction equipment, machinery and surplus materials, and shall leave the work areas "broom clean". Owner understands and agrees that possession of the improvements and the appropriate keys shall be delivered to Owner at the time of completion, provided all payments due under this Contract, including extras and expenditures in excess of the stated allowances have been paid by Owner to Builder.

5.5 After the work is substantially complete, Owner may submit a written request for occupancy to Builder. The date of substantial completion of the project or a specified part of the project is the date when the construction is sufficiently completed, in accordance with this Contract, so that the project or specified part of the project can be utilized for the purpose for which it was intended and a use and occupancy permit shall have been duly issued by the appropriate governmental authorities. Within a reasonable time after the written request, Owner and Builder shall arrange a mutually convenient time for final inspection. Following the inspection, Owner and Builder shall compile a final completion punch list of all the work remaining to be completed or performed pursuant to the terms of this Contract.

5.6 If the Builder fails to pursue the work in a diligent manner for reasons other than those stated in the Contract, Owner may, at its option, declare the Builder in default of the Contract and after notice and cure times have expired terminate this Contract as set forth in Section 9.1.

SECTION SIX LABOR AND MATERIALS

6.1 The cost of labor is included in the Contract Price. When calculations are made for Change Orders, extras, allowances and overages, the cost of labor will be charged according to Builder's standard labor rates plus a Builder Margin of 20%.

By way of example only, if Builder's actual Cost for an item is \$80, applying a 20% margin results in a Sales Price for that item of \$100. The \$20 is 20% of the sales price. This reflects Builder's overhead of 12% (\$12) and a profit of 8% (\$8).

Builder, unless otherwise specifically noted, shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the completion of the improvements in accordance with this Contract.

Builder also warrants to Owner that all materials and equipment incorporated in the work will be new unless otherwise specified and will be installed in a fashion that will not void manufacturer's warranty.

6.2 In order to keep the construction project moving in a timely manner, if any materials in the specifications are not immediately available at the time they are needed, Builder may at Builder's discretion change or substitute other materials provided that the materials so substituted shall be of comparable kind and quality. If feasible Builder will make best efforts to notify Owner in advance of any such substitutions.

6.3 Owner agrees to make all selections prior to commencement of construction. Owner-supplied items are discouraged and will incur extra costs as a Change Order. Owner acknowledges that failure to make selections in a timely manner will delay completion of the house and may result in increased costs. In the event Owner makes a selection that is not available when needed, Builder may install an available replacement of like kind and quality after notifying Owner so that there is no delay in the construction schedule. Any additional costs that may be incurred as a result of substitution shall be paid by the Owner as a Change Order. Where substitution is not practical and subcontractors' schedules are delayed and/or stopped because of unavailability, Owner may be subject to a remobilization charge as well as any cost increase in materials that occur during the delay. Draws not complete because of Owner selection unavailability, less an estimated amount for the missing items, shall continue to be paid as described in Section 4 and Exhibit B.

6.4 Any selections made by Owner from sources other than those with which the Builder normally does business shall be the sole responsibility of the Owner with regard to timeliness, payment, warranty, project quality, replacement, time delay costs as described in Section 6.03 and all costs incurred to handle any associated problems.

6.5 Any selections which require an advance deposit to order or maintain quoted prices shall be paid by Owner and credited against the appropriate draw when due.

6.6 Builder will exercise reasonable care but will not be liable for damage to any trees or shrubs or other vegetation on the property.

6.7 Builder and his subcontractors shall take all necessary precautions for the safety of and the prevention of injury, loss and/or damage to property and persons on or about the premises where work is being performed.

6.8 At no time shall labor or materials that have not been contracted for by the Builder be allowed on the project site prior to the satisfactory finish of the final completion list without the written consent of Builder. Builder will not be held responsible for any damage to or theft of any Owner's materials stored on site.

6.9 Owner agrees that construction sites are inherently dangerous and Builder cannot be expected to protect Owner from injuries. Whenever Owner visits the construction site Owner agrees Owner is assuming the risk of injury. Accordingly, Owner agrees to indemnify and release TDB and its employees and subcontractors and hold them harmless from and against all claims for personal injury and/or property damage in and about the Premises during the construction project.

SECTION SEVEN PERMITS, FEES AND ENGINEERING

7.1 Unless otherwise specified, Builder will secure all the Grading and Building permits necessary for the completion of the work under this Contract, with Owner paying for the costs and fees necessary for the Grading and/or Building Permit, per attached site allowance. Builder's trade subcontractors will secure all permits relating to their work, such as, for example, plumber, electrician, and mechanical contractor. **OWNER WILL POST ALL BONDS AS REQUIRED BY THE LOCAL JURISDICTION(S) AND/OR UTILITIES THAT ARE NECESSARY FOR THE ISSUANCE OF ANY PERMIT.**

7.2 Owner will pay for impact fees and capital assessments, if any, assessed by the local

jurisdiction in which the house is located in effect at the time of contract to develop the lot or necessary for the issuance of Grading Permits and Building Permits and Utility Fees per the attached Site Budget.

7.3 Owner will pay for all engineering expenses necessary to obtain the permit(s) and/or necessary to construct the house per the attached Site Budget.

SECTION EIGHT WARRANTY

8.1 Builder warrants that upon receipt of the use and occupancy permit, the structure will be fit for habitation, constructed in a workmanlike manner, constructed according to sound engineering standards and free from faulty materials. Builder agrees to make all repairs necessitated by the installation of substantially defective materials or work done in an unworkmanlike manner which are brought to Builder's attention in writing within one (1) year of the date of completion or the date of occupancy whichever first occurs, specifically excluding, however, (a) any damage due to acts of God, (b) normal cracking caused by settlement of structure; (c) surface cracks in concrete or asphalt, mortar and/or blocks; (d) survival of grass, shrubbery, trees; (e) normal shrinkage of lumber; (f) basement water leaks created as a result of Owner changing the original grading and/or splash blocks; (g) settlement of any fill, back-fill, or existing grading within the property and the possible water damage therefrom, (h) and the proper functioning of the septic system, . The Owner shall be solely responsible for any water conditioning systems necessary. The Builder warrants the electrical, plumbing and heating ventilation and cooling systems installed by Builder for a period of two (2) years. The Builder warrants the structure of the home to be free from structural defects for a period of ten (10) years consistent with the warranty coverage as noted in Exhibit G. There are no warranties, express or implied, except as expressly set forth herein. Builder will provide Owner with third-party warranty coverage as noted in Exhibit G, which runs with the Property.

8.2 It is agreed and understood that any and all warranties and guarantees under this Contract shall be personal to the Owner and effective only for the periods stated in Section 8.1 or so long as title to the property remains in Owner's name, whichever shall occur first. Third party warranties shall last only for the term of the warrant document.

8.3 Builder warrants that title to all work, material and equipment will pass to Owner free and clear of all liens, claims, security interests or encumbrances.

SECTION NINE DEFAULT

9.1 If Owner shall fail to timely pay any sums of money due on this Contract or for additional work on the premises, or shall otherwise default or fail to substantially comply with any of the conditions of this Contract, Builder may, at his option, terminate this Contract and retain, in addition to all other remedies, all monies paid to or deposited with Builder hereunder. Should Builder elect to continue supplying materials and labor, Builder's election to do so shall not be construed as a waiver of any claim for damages Builder may have because of Owner's breach. In any event, Builder shall be permitted to recover from Owner all damages suffered by Builder including interest and reasonable attorney's fees, and in addition to take any recourse Builder may have, legal or equitable, through a civil claim, mechanic's lien or arbitration proceeding. Builder shall be entitled to reimbursement of all court costs, arbitration costs, arbitrator fees, and reasonable attorney's fees incurred as a result of the Owner's default. In the event of default by the Builder, Owner may, at Owner's option, terminate this Contract and pursue arbitration of the dispute. However, prior to termination by the Owner, the Owner shall notify the Builder of any breach, by certified mail, and the Builder shall have 30 days in which to cure said breach; in which case the Owner shall not be entitled to terminate this Contract.

9.2. Any sum due Builder which is unpaid seven (7) days after its due date, shall bear interest at the rate of 1.5% per month from date of invoice calculated on a daily basis until paid, plus all interest and other charges imposed on Builder by subcontractors or materialmen. In the event that Homeowner fails to make payment(s) per the terms of this Contract, Builder may cease providing

labor and materials and halt all work until such time that full payment is received by Builder. Homeowner acknowledges that in such event, Homeowner will be liable for additional charges for re-mobilization.

9.3. In the event of any dispute between the parties, the Owner agrees that the Builder has the sole option to require that any claims made by Owner shall be submitted to arbitration in Annapolis by an arbitrator selected from a list of retired circuit court judges who shall use the rules published by the American Arbitration Association and in accordance with the laws of the State of Maryland. Notwithstanding the foregoing, this arbitration clause shall not prohibit Builder filing a Complaint to Establish and Enforce a Mechanics Lien and the Owner consents to the entry of an Order Establishing a Mechanics Lien for the full amount claimed by the Builder. Enforcement of the Mechanics Lien may be stayed by the court pending determination by the arbitrator of the final amount due to the Builder. Further, this arbitration clause shall not prevent the Builder from filing a lawsuit to collect any balances due from Owner. In the event of any claim being brought by Builder, Builder shall be entitled to reasonable attorney's fees incurred in bringing the claim.

9.4 If Owner asserts any counterclaims, Builder shall have the right to require that such claims be submitted to arbitration as noted in paragraph 9.3 above.

SECTION TEN INSURANCE AND LIABILITY

10.1 Builder agrees to keep in force at his own expense during the entire period of construction on the project such liability insurance as will protect Builder and Owner from all claims made under worker's compensation and other employee benefit laws, and liability insurance for bodily injury and death, and for property damage, that may arise as a result of this Contract. The minimum liability limits shall be \$1,000,000.00 per incident, or the limits required by law for the type of damage claimed.

10.2 Owner shall maintain Owner's own liability and property and casualty insurance during the construction of this project, and shall purchase such additional insurance as is necessary to protect Owner against claims during Builder's operations, without diminishing Builder's obligation to carry insurance. Builder requires that Owner shall obtain Owner's own Builder's Risk Insurance coverage to protect Owner's interest in the new construction.

10.3 Owner understands and agrees that if Owner enters the construction area Owner does so entirely at Owner's risk.

10.4 All work shall be performed under the direction and control of Builder, and Owner shall not use any independent contractors and Owner shall not perform any work on the house.

SECTION ELEVEN NOTICES

11.1. Any notice sent to Owner and/or Builder under this Contract shall be sent by certified mail, postage prepaid to the address given below unless previously notified by the other party, in writing, of a change of address:

Builder:	Timberlake Building and Renovations, LLC
	<u>T/A Timberlake Design Build</u>
Address:	<u>304 Harry S. Truman Parkway, Suite M</u>
	<u>Annapolis, MD 21401</u>
Phone:	<u>443 837 3100</u>
Email:	<u>info@timberlakedb.com</u>
Owner:	<u>Abhijit Honrao & Shamal Shete</u>
Address:	<u>4060 St. John's Lane</u>
Phone:	<u>443.535.3018, 443.470.0622</u>

Email: abhijit.honrao@gmail.com,
Shamal.shete25@gmail.com

SECTION TWELVE NO ASSIGNMENT

12.1 This Contract is not assignable without the prior written consent of Builder and Owner.

SECTION THIRTEEN ALLOWANCES

13.1 Allowances are **ESTIMATED** by the Builder for the convenience of the Owner. The dollar amount is specified in the contract or the Specifications, Scope of Work and/or the Allowances Addendum and is keyed to the Specifications of the job. Owner shall pay all Extra Charges and Overages over Allowances as a Change Order if Owner upgrades from standard specification items and/or if costs incurred exceed the Allowance amount. All upgrades and Overages on Allowances will be charged to the Owner at Builder's cost plus Builder's Margin of 20%.

By way of example only, if Builder's actual Cost for an item is \$80, applying a 20% margin results in a Sales Price for that item of \$100. The \$20 is 20% of the sales price. This reflects Builder's overhead of 12% (\$12) and a profit of 8% (\$8).

The Allowance amount includes Labor AND Material for ALL items that are being deemed as Allowance Items. If Builder at its sole option elects to give Owner a credit if the cost of a substituted Allowance Item is less than the amount provided for in the Allowance, Builder may grant to Owner a credit for the difference between the Allowance and the costs incurred by Builder including the Builder's Margin of 20%.

SECTION FOURTEEN PAINTING

14.1 Builder will paint walls, ceilings, and/or trim according to the Scope of Work. If Owner chooses satin, low sheen, gloss, or semi-gloss paints Owner is advised that due to the nature of these finishes and under different lighting conditions and the varying degrees of the thickness of applications of paint, the finishes may appear uneven. Additionally, if any type of repair to drywall is made, the touch-up painting will flash.

14.2 Builder recommends that custom colors not be painted. Colors will not match well when addressing future point up and touch up work for nail pops, shrinkage, etc. Builder will not be responsible for touch up or repainting custom colors applied by Owner. Builder recommends that Owner wait approximately one year after construction to allow the house to go through a full heating and cooling cycle.

SECTION FIFTEEN MISCELLANEOUS

15.1 The effective date of this Contract for all purposes shall be the date on which the last signature of any party is affixed.

15.2 **ORAL STATEMENTS OR PROMISES:** Any oral statements, representations, warranties or promises made to Owner prior to Owner's execution of this Contract by Builder or agent of Builder may not be enforceable by Owner against Builder or agent of Builder in any subsequent legal or administrative proceeding unless such statement, representations, warranties or promises are in writing and signed by Owner and Builder, or agent of Builder. Any statements, representations, warranties or promises made to Owner by Builder or agent of Builder, upon which Owner relies, and which are not contained in this printed Contract must be stated in a written addendum attached to this Contract which is to be signed by both Owner and Builder in order to make such statements, representations, warranties, or promises part of the

Contract between Owner and Builder and enforceable in any legal or administrative proceeding.

A.H. / S.S.
OWNER'S ACKNOWLEDGEMENT

After ratification of this Contract, Owner must present any issues arising in the course of construction in writing to the Sales Manager. Owner hereby acknowledges that any oral statements, representations, warranties or promises made to Owner subsequent to Owner's execution of this Contract by Builder or agent of Builder may not be enforceable by Owner against Builder or agent of Builder in any subsequent legal or administrative proceeding unless such statement, representations, warranties or promises are in writing and signed by Owner and Builder, or agent of Builder. Issues arising after ratification will not be construed to materially impact the terms as contained in this Contract.

A.H. / S.S.
OWNER'S ACKNOWLEDGEMENT

15.3 Each party agrees to execute such further documents and to take such further actions as may reasonably be required in order to give full force and effect to the terms of this Contract.

15.4 Neither this Contract nor any of its provisions may be changed, waived, discharged, or terminated orally, but only by a statement in writing signed by each party against whom enforcement of the change, waiver, discharge, or termination is sought except that no such writing shall be required for Builder to effectively terminate this Contract pursuant to Section 9 hereof for Owner's default.

15.5 The provisions of this Contract shall be construed in accordance with the laws of the State of Maryland.

15.6 The captions of the sections and paragraphs of this Contract are inserted for convenience only, and shall not be deemed to constitute a part of the Contract.

15.7 This Contract and all of its provision shall be binding upon, and its benefits inure to the parties, and their respective heirs, personal representatives, and permitted successors and assigns.

15.8 If any paragraph or term of this Contract is held illegal or invalid, such illegality or invalidity shall not affect the other paragraphs or terms of the Contract which can be given effect without the invalid paragraph or term, and to this end, the paragraphs and terms of this Contract are declared to be severable.

15.9 In the event of any dispute the parties agree that the venue for all arbitrations proceedings and court proceedings shall be either Howard County or the county in which the property is located, at the sole discretion of Builder.

15.10 In case of a conflict between the Scope of Work and the architectural drawings, the written specifications, also known as "The Scope of Work", shall take precedence over the architectural drawings.

15.11 The Contract Documents shall include the plans and specifications attached, work change orders issued or to be issued and signed by Owner and Builder, execution of the Contract and by any amendments hereafter to be made and signed by the parties.

15.12 Builder shall have the right to erect signs on the construction site identifying Builder as the general contractor, which may remain on the site during the construction beginning with the date this contract is signed, unless prohibited by local statute or HOA or condominium rules

SECTION SIXTEEN STATUTORY REQUIREMENTS

16. **Statutory Disclosures** - Various statutory disclosures are contained on separate

addenda and exhibits to this Contract, and are hereby made a part hereof. Builder has endeavored to comply with all statutorily required disclosures and addenda. If any are missing the parties agree that missing disclosures and addenda shall not render this contract void or voidable, and that upon discovery of a missing disclosure or addendum the parties shall sign and execute such papers and append them to this contract.

Schedule of Exhibits and Addendums Attached:

- EXHIBIT A CONSTRUCTION DRAWINGS
- EXHIBIT B DRAW SCHEDULE – (or bank draw schedule if acceptable to Builder)
- EXHIBIT C ESCROW ACCOUNT REQUIREMENT
- EXHIBIT D MECHANICS LIENS, Exhibit D.1
- EXHIBIT E CERTIFICATION BY BUILDER
- EXHIBIT F NEW HOME BUILDER REGISTRATION
- EXHIBIT G NEW HOME WARRANTY COVERAGE DISCLOSURE
- EXHIBIT H PUNCH LIST PROCEDURES
- EXHIBIT I DESCRIPTION OF MATERIALS – STANDARD FEATURES
- EXHIBIT J MOLD: NOTICE, DISCLOSURE & DISCLAIMER CONTRACT
- EXHIBIT K SELECTIONS
- EXHIBIT L PRE-CONSTRUCTION MEETING
- EXHIBIT M DEVELOPMENT TIMELINE
- EXHIBIT N LIST OF PRIMARY CONTRACTORS
- EXHIBIT O PRICE REQUEST FORM
- EXHIBIT P FINANCIAL DISCLOSURE
- EXHIBIT Q HOMEOWNER’S MANUAL DISCLOSURE

OTHER (AS APPLICABLE):
LOT FINISHING ADDENDUM.
APPROVED SITE PLAN (OR PLAT) –WHEN APPROVED

IN WITNESS WHEREOF, the parties have executed this Contract in counterparts, each of which shall constitute an original, on the date or dates indicated.

Abhijit Honrao
Abhijit Honrao

12/31/19
Date

Shamal Shete
Shamal Shete

12/31/19
Date

Timberlake Building and Renovations, LLC
T/A Timberlake Design Build
By: David Lunden, President

Date

**CUSTOM HOME CONTRACT ADDENDUM
EXHIBITS ATTACHED**

EXHIBIT A CONSTRUCTION DRAWINGS
EXHIBIT B DRAW SCHEDULE – (or bank draw schedule if acceptable to Builder)
EXHIBIT C ESCROW ACCOUNT REQUIREMENT
EXHIBIT D MECHANICS LIENS, Exhibit D.1
EXHIBIT E CERTIFICATION BY BUILDER
EXHIBIT F NEW HOME BUILDER REGISTRATION
EXHIBIT G NEW HOME WARRANTY COVERAGE DISCLOSURE
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EXHIBIT N LIST OF PRIMARY CONTRACTORS
EXHIBIT O PRICE REQUEST FORM
EXHIBIT P FINANCIAL DISCLOSURE
EXHIBIT Q HOMEOWNER’S MANUAL DISCLOSURE

OTHER (AS APPLICABLE):
LOT FINISHING ADDENDUM
FEATURES LIST
SPECIFICATIONS SPREADSHEET

CUSTOM HOME CONTRACT ADDENDUM -- STATUTORY REQUIREMENTS

Statutory Disclosures - Various statutory disclosures are contained on separate addenda and exhibits to this Contract, and are hereby made a part hereof. Home Builder has endeavored to comply with all statutorily required disclosures and addenda. If any are missing the Home Owner/Purchaser agrees that missing disclosures and addenda shall not render this contract void or voidable, and that upon discovery of a missing disclosure or addendum the parties shall sign and execute such papers and append them to this Contract. The Home Builder intends that this New or Custom Home Contract shall comply in every way with Maryland Code Requirements and RP 10-505 in incorporated herein by reference thereto.

**MD Code, Real Property, § 10-505
Custom Home Contract Requirements**

Every custom home contract between a custom home builder and the buyer must be in writing. The custom home contract shall:

- (1) Include a draw schedule that shall be set forth on a separate sheet of paper and that shall be separately signed by the buyer and the custom home builder;
- (2) Identify to the extent known the names of the primary subcontractors who will be working on the custom home;
- (3) Expressly state that any and all changes that are to be made to the contract shall be recorded as “change orders” that specify the change in the work ordered and the effect of the change on the price of the house;
- (4) Set forth in bold type whether or not the vendor or home builder is covered by a warranty program guaranteed by a third party;
- (5) Require the vendor or Home Builder to deliver to the purchaser within 30 days after each progress payment a list of the subcontractors, suppliers, or materialmen who have provided more than \$500 of goods or services to date and indicate which of them have been paid by the vendor or Home Builder; and
- (6) Require that the Home Builder provide waivers of liens from all applicable subcontractors, suppliers, or materialmen within a reasonable time after the final payment for the goods or services they provide.

Owner:

A.P. / S.S.

Abhijit Honrao
Abhijit Honrao

12/31/19
Date

Shamal Shete
Shamal Shete

12/31/19
Date

David Lunden
Timberlake Building and Renovations, LLC
T/A Timberlake Design Build
By: David Lunden, President

12/31/19
Date

Timberlake Design/Build
Timberlake Building and Renovations LLC
304 Harry S. Truman Parkway, Suite M
Annapolis, MD 21401
(301) 808-7000 • (443) 837-3131
BUILDER REGISTRATION NO. 3769
Home Builder Sales Registration Number 329


EXHIBIT A: CONSTRUCTION DRAWINGS

Owner Name: Abhijit Honrao & Shamal Shete
Custom Home Contract Dated: 12/31/19

See attached House Plans for:

The Linden Model, Elevation 1 with apartment addition
Dated 10/10/19

As modified by Timberlake Design/Build.



Abhijit Honrao

12/31/19

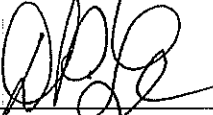
Date



Shamal Shete

12/31/19

Date



Timberlake Building and Renovations, LLC
T/A Timberlake Design Build
By: David Lunden, President

12/31/19

Date

Timberlake Design/Build
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BUILDER REGISTRATION NO. 3769
Home Builder Sales Registration Number 329

EXHIBIT B: DRAW SCHEDULE – PROGRESS PAYMENTS

Owner Name: Abhijit Honrao & Shamal Shete
 Custom Home Contract Dated: 12/31/19

TOTAL SALES PRICE:	\$608,935.84
Initial Deposit	\$25,000.00
TOTAL DRAW AMOUNT:	\$583,935.84

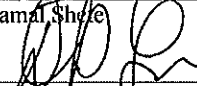
DRAW #	Work Performed:		
1	Draw due before permit is applied for	8.00%	\$46,714.87
2	When trees are cleared, lot excavated and graded, footings & foundation walls complete, wall check complete, termite soil treatment complete	12.00%	\$70,072.30
3	When outside and inside walls are in place, exterior sheathing complete, roof sheathing set	10.00%	\$58,393.58
4	Windows set, doors set, roof complete	8.00%	\$46,714.87
5	Rough-in: Plumbing, heating, air conditioning	6.00%	\$35,036.15
6	Rough-in: Electrical	4.00%	\$23,357.43
7	Insulation installed	2.00%	\$11,678.72
8	Exterior siding and stone installed	6.00%	\$29,196.79
9	Well installed	4.00%	\$23,357.43
10	Septic tank and drain field installed	4.00%	\$23,357.43
11	Fireplace and chimney complete	2.00%	\$11,678.72
12	Drywall taped and spackled	4.00%	\$23,357.43
13	Interior doors hung	1.50%	\$8,769.04
14	Interior trim installed	2.50%	\$14,598.40
15	Interior painted	4.00%	\$23,357.43
16	Kitchen cabinets and bathroom vanities installed	7.00%	\$40,875.51
17	Countertops installed	3.00%	\$17,518.08
18	Plumbing fixtures installed	2.00%	\$11,678.72
19	Well and septic complete	2.00%	\$11,678.72
20	HVAC complete	2.00%	\$11,678.72
21	Electrical and plumbing complete	2.00%	\$11,678.72
22	Exterior trim and painting complete	2.00%	\$11,678.72
23	Hardware (doorknobs, locksets, shelving, etc) installed	2.00%	\$11,678.72
24	Fine grading, soil stabilization and yard seeding complete	1.00%	\$5,839.36
	House ready for occupancy.		


 Abhijit Honrao

12/31/19
 Date


 Shamal Shete

12/31/19
 Date


 Timberlake Building and Renovations, LLC
 T/A Timberlake Design Build
 By: David Lunden, President

12/31/19
 Date

**Timberlake Design/Build
Timberlake Building and Renovations LLC
304 Harry S. Truman Parkway, Suite M
Annapolis, MD 21401
(301) 808-7000 • (443) 837-3131
BUILDER REGISTRATION NO. 3769
Home Builder Sales Registration Number 329
BUILDER REGISTRATION NO. 3769**

EXHIBIT C: ESCROW ACCOUNT REQUIREMENT

Owner Name: Abhijit Honrao & Shamal Shete
Custom Home Contract Dated: 12/31/19

Consistent with the requirements of Annotated Code of Maryland, Real Property Article Subtitle 5. Custom Home Protection Act, Section 10-504. Contracts between custom home builders and buyers - Disclosures, (a) Escrow Account Requirement, the following disclosure is required to be provided on a separate addendum that shall be signed by Owner.

Deposit of funds into escrow accounts

(a)(1) Except as provided under paragraph (4) of this subsection and in subsection (e) of this section, a custom home builder who receives consideration from a buyer in connection with the performance of a custom home contract shall place the consideration into an escrow account to the extent that the consideration is a payment in advance of the completion of the labor or the receipt of the materials for which the consideration is paid.

(2) The escrow account under paragraph (1) of this subsection shall be separate and apart from the regular funds of the builder in order to assure that the advance payment in the escrow account can be returned to the buyer if the buyer becomes entitled to the return of the advance payment. However, a builder may place advance payments received in connection with more than one home into a single escrow account.

(3) If the advance payment under paragraph (1) of this subsection is made in the form of a check or draft, a custom home builder may accept the advance payment only in the name of the escrow account.

(4) If consideration received under the home contract in advance of the completion of the labor or the receipt of materials for which the consideration is paid does not total in excess of 5 percent of the home contract price, that consideration need not be placed in an escrow account under paragraph (1) of this subsection.

Withdrawals from escrow account

(b) A custom home builder may make withdrawals from an escrow account established in compliance with subsection (a)(1) of this section solely for the purpose of:

(1) Returning all or a portion of the sum of money to the buyer;

(2) Paying documented claims of persons who have furnished labor or material, including fuel, according to the draw schedule in the custom home contract for which the funds were advanced;

(3) Paying a sum of money to the custom home builder if the buyer forfeits the sum under the terms of the contract of sale; or

(4) Final payment upon the issuance of an occupancy permit or possession.

Individual escrow accounts

(c) In lieu of the escrow account required under subsection (a) of this section, a custom home builder may establish and maintain a separate escrow account for each custom home contract for which he receives consideration that he would be required to place into escrow under subsection (a) of this section. Each individual escrow account shall require the signature of both the buyer and the custom home builder for any withdrawal. Deposits and withdrawals to and from this account shall be governed by the requirements of subsections (a) and (b) of this section.

Corporate surety bonds

(d)(1) In lieu of the escrow accounts required under subsection (a) or (c) of this section, a custom home builder may obtain and maintain a corporate surety bond in the form and in the

Owner:

A.H. / S.S.

amounts required of a vendor or builder under § 10-302 of this title.

(2) The surety bond obtained shall be conditioned on the return of the sum to the buyer in the event the buyer becomes entitled to the return of the money.

(3) The custom home builder shall maintain the surety bond until the custom home builder complies with § 9-114 of this article.

Application of section

(e) This section does not apply to:

(1) A custom home contract financed by a mortgage loan issued by a federally chartered financial institution or a financial institution regulated under the Financial Institutions Article; and

(2) A sale by or through a licensed real estate broker in connection with which all sums of money in the nature of deposits, escrow money, or binder money are paid to a broker to be held in the escrow account of the broker.

ESCROW ACCOUNTS

o The builder will deposit the buyer's deposit into an escrow account at:

Name of financial institution: N/A Builder is not required to use an escrow account

Name on the account: N/A

The account number: N/A

- Buyers: make your deposit check payable to the escrow account name and number listed above.
- The builder must use the escrow account solely to hold buyer's deposits, and must keep the escrow account separate from the builder's other accounts. The law prohibits the builder from using the deposit money for its operating expenses or any other purpose.
- Money in the builder's escrow account can be withdrawn on the builder's signature alone, and you will not necessarily know if the builder withdraws the money. **For additional protection, you may want to negotiate a clause in your sales contract that requires that the deposit be put in a separate escrow account that requires both yours and your builder's signatures to withdraw.**

SURETY BONDS AND LETTERS OF CREDIT

The builder has a corporate surety bond on file with the Maryland Home Builders Registration Unit

o The builder has a letter of credit on file with the Maryland Department of Labor, Licensing and Regulation.

- The surety bond or letter of credit provides that if the builder does not properly use or return its buyers' deposits as required by law, a third party insurance company or bank will pay up to the total amount of the bond or letter of credit. The amount of the bond or letter of credit is set by law to provide at least partial coverage of the deposits of that builder's new home buyers, but may not provide full coverage for all buyer's deposits.
- To verify that your builder is covered by a corporate surety bond, call the Home Builder registration Unit at (410) 576-6573. To verify that your builder is covered by a letter of credit, call the Department of Labor, Licensing and Regulation at (410) 333-6220.
- You may make a claim on the builder's surety bond or letter of credit by sending a letter that describes your complaint and a copy of your contract to: Principal Counsel, Office of the Attorney General, Department of Labor, Licensing and Regulation, 501 St. Paul Place, Baltimore, MD 21202.

Of the three options above, Timberlake maintains a corporate surety bond.

The Owner hereby certifies that he/she has received a copy of this disclosure form.

Abhijit Honrao
Abhijit Honrao

12/31/19
Date

Shamal Shete
Shamal Shete

12/31/19

David Lunden
Timberlake Building and Renovations, LLC
T/A Timberlake Design Build
By: David Lunden, President

12/31/19
Date

The Builder hereby certifies that it will comply with the Art. 10, Subtitle 5 of the Md. Real Property Code Ann. By using the escrow account, surety bond and/or letter of credit described above.

David Lunden
Timberlake Building and Renovations, LLC
T/A Timberlake Design Build
By: David Lunden, President

12/31/19
Date

Timberlake Design/Build
Timberlake Building and Renovations LLC
304 Harry S. Truman Parkway, Suite M
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(301) 808-7000 • (443) 837-3131
BUILDER REGISTRATION NO. 3769
Home Builder Sales Registration Number 329

EXHIBIT D: MECHANICS' LIENS

Owner Name: Abhijit Honrao & Shamal Shete
Custom Home Contract Dated: 12/31/19

BUYER'S RISK UNDER MECHANIC'S LIEN LAWS.

Unless your builder pays each subcontractor, materialman, or supplier, the subcontractor, materialman, or supplier may become entitled to place a lien against your property in order to ensure payment to the subcontractor, materialman, or supplier for services rendered or goods delivered on or to your home. This could mean that your home could be sold to satisfy the lien. Your builder is required by law to give you periodic reports that list the subcontractors, suppliers, and materialmen who have provided more than \$500.00 of goods or services to your custom home, and indicate whether they have been paid. If at any time you have any questions or concerns about whether a subcontractor has been properly paid you should discuss them with your builder, your subcontractor, and your financing institution.

Abhijit Honrao
Abhijit Honrao

12/31/19
Date

Shamal Shete
Shamal Shete

12/31/19
Date

David Lunden
Timberlake Building and Renovations, LLC
T/A Timberlake Design Build
By: David Lunden, President

12/21/19
Date

EXHIBIT D.1 SAMPLE OF FINAL RELEASE OF LIEN

RELEASE OF LIEN BY SUBCONTRACTOR OR SUPPLIER

WHEREAS, the undersigned Subcontractor or Supplier has been employed by:

General Contractor: Timberlake Design Build

For the Building known as: _____

Building Owner: _____

The undersigned does hereby irrevocably waive and release any and all mechanic's lien claims or any other claims of any nature whatever against the above described Building and Building Owner for work done or labor or materials furnished to the Building.

Subcontractor of Supplier: _____

By: _____

Name: _____

Title: _____

Sworn to and subscribed before me this date: _____, 2018.

My commission expires _____.

SEAL

Notary Public

Timberlake Design/Build
Timberlake Building and Renovations LLC
304 Harry S. Truman Parkway, Suite M
Annapolis, MD 21401
(301) 808-7000 • (443) 837-3131
BUILDER REGISTRATION NO. 3769
Home Builder Sales Registration Number 329

EXHIBIT E: CERTIFICATION BY BUILDER

Owner Name: Abhijit Honrao & Shamal Shete
Custom Home Contract Dated: 12/31/19

CERTIFICATION BY BUILDER

Builder hereby certifies that to the best of my knowledge, both I, my company and any business entity in which I have had an ownership interest in excess of 51 per cent have not:

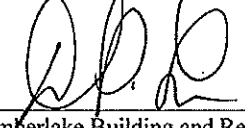
- (1) Within the past three (3) years been adjudged by a court of competent jurisdiction in Maryland to have failed to comply with any provision of the Custom Home Protection Act or the Consumer Protection Act as it applies to the construction of new homes;
- (2) Been adjudged liable for a final judgment in connection with a custom home contract, which judgment currently remains unsatisfied.


Abhijit Honrao

12/31/19
Date


Shamal Shete

12/31/19
Date


Timberlake Building and Renovations, LLC
T/A Timberlake Design Build
By: David Lunden, President

12/31/19
Date

Timberlake Design/Build
Timberlake Building and Renovations LLC
304 Harry S. Truman Parkway, Suite M
Annapolis, MD 21401
(301) 808-7000 • (443) 837-3131
BUILDER REGISTRATION NO. 3769
Home Builder Sales Registration Number 329

EXHIBIT F: NEW HOME BUILDER REGISTRATION

Owner Name: Abhijit Honrao & Shamal Shete
Custom Home Contract Dated: 12/31/19

Pursuant to the New Home Builder Registration Act of the Annotated Code of Maryland, the undersigned New Home Builder provides the following information to the initial New Home Purchaser/Owner:

1. The New Home Builder Registration Number is 3769.
2. The new home shall be constructed in accordance with all applicable building codes in effect at the time of the construction of the new home for the county or municipal corporation in which the New Home is located.
3. The performance standards or guidelines that the New Home Builder shall comply with in the construction of the new home, and which shall prevail in the performance of the contract and any arbitration or adjudication of a claim arising from the contract, shall be the performance standards or guidelines adopted at the time of the contract by the National Association of Home Builders, or any performance standards or guidelines adopted at the time of the contract by the county or municipal corporation in which the New Home is located that are equal to or more stringent than the National Association of Home Builders performance standards or guidelines.
4. The New Home Builder Registration Act provides that the initial New Home Purchaser has the right to receive at the time of the contract a New Home Consumer Information Pamphlet.

We have read the foregoing in its entirety and we have received the Information Pamphlet.

Abhijit Honrao
Abhijit Honrao

12/31/19
Date

Shamal Shete
Shamal Shete

12/31/19
Date

David Lunden
Timberlake Building and Renovations, LLC
T/A Timberlake Design Build
By: David Lunden, President

12/31/19
Date

Timberlake Design/Build
Timberlake Building and Renovations LLC
304 Harry S. Truman Parkway, Suite M
Annapolis, MD 21401
(301) 808-7000 • (443) 837-3131
BUILDER REGISTRATION NO. 3769
Home Builder Sales Registration Number 329

EXHIBIT G: NEW HOME WARRANTY COVERAGE DISCLOSURE

Owner Name: Abhijit Honrao & Shamal Shete
Custom Home Contract Dated: 12/31/19

Your new home will be covered by a new home warranty, which meets the minimum requirements established under Title 10, Subtitle 6 of the Real Property Article of the Annotated Code of Maryland. Before you sign this Contract, your Builder is required to give you a copy of the warranty coverage you will receive.

The name of the new home warranty security plan in which your Builder is currently a participant is 2-10 WARRANTY # 8803-0754.

You are strongly encouraged to call the New Home Warranty Security Plan at the following telephone number: 800-488-8844 to verify (i) that your Builder is in good standing with this company, and; (ii) that your new home will be covered by a warranty by this company.

If the Builder is not a participant in good standing with this company on the date of this Contract, or if the new home has not been registered in the plan on or before the warranty date, then it is a material breach of the Contract and you are entitled to whatever remedies are provided by law, including, but not limited to, rescission or cancellation of this Contract and, except in the case of a construction contract for a new home built on your own property, a refund of any money paid to the Builder for your new home.

On the day that you first occupy the new home, settle on the new home, make the final payment to the builder on your new home, or obtain an occupancy permit for a new home if the new home is built on your own property, whichever is earlier, you will be provided with evidence that a new home warranty exists for your new home and that coverage begins on that date. You will be provided with a signed New Home Warranty within sixty (60) days from the date the coverage begins.

The terms used in this notice shall have the same meanings as provided in Title 10, Subtitle 6 of the Real Property Article of the Annotated Code of Maryland.

Abhijit Honrao
Abhijit Honrao

12/31/19
Date

Shamal Shete
Shamal Shete

12/31/19
Date

David Lunden
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T/A Timberlake Design Build
By: David Lunden, President

12/31/19
Date

Owner:
A.H./S.S.

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EXHIBIT H: PUNCH LIST PROCEDURES

Pre-Occupancy Inspection – Punch List

Owner Name: Abhijit Honrao & Shamal Shete
Custom Home Contract Dated: 12/31/19

Pre-Occupancy – Punch List:

Once a home nears completion, Builder will schedule a pre-occupancy inspection. This is an opportunity for the Owner and Builder to confirm that the home meets acceptable quality standards as stated within the Warranty Manual. A punch list of details that need attention will be included on an inspection form. Once executed by the parties, it is binding on both. No other items will be added to the punch list after the pre-occupancy inspection. Any items that are later identified are by agreement "warranty" items to be addressed and dealt with as a warranty item pursuant to the terms of the contract and NOT as a punch list item.

Thirty Day List:

After Buyer has been in the home for 30 days, Buyer will notify Builder of any new items Buyer may have discovered that are in need of correction. Builder will set up a day on which Builder can gain access to the home to address these items. Any items identified on a 30-day list are, by agreement, warranty items and will be addressed as such. Owners agree that open warranty items are not a justification to withhold payment due.

Abhijit Honrao
Abhijit Honrao

12/31/19
Date

Shamal Shete
Shamal Shete

12/31/19
Date

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EXHIBIT I: DESCRIPTION OF MATERIALS

NOTE: This work described herein supersedes and replaces any prior Scope of Work prepared for the Homeowner. Homeowner acknowledges and agrees that features, selections, and specifications that were the subject of emails, or other communications between Homeowner and Builder are not included unless specifically noted herein.

Homeowner Acknowledgment:

--	--

EXECUTIVE SERIES - Included Features

Custom Exterior Features:

30 year architectural/dimensional roof shingles
Two car garage (per plan)
Professionally designed landscaping
Maintenance free designer vinyl siding
Two waterproof electric outlets
Two frost-free hose bibs

Custom Interior Features:

Two panel colonial doors
Wall to wall carpeting
Walk-in closets with ventilated shelving (per plan)
No wax resilient laundry rooms
Washer and dryer hook-ups with outside vents
3 Phone & CATV Outlets
Front door bell
Designer nickel plated brass lever style door knobs
Volume ceilings (per plan)
Crown molding in living room, foyer and dining room
Chair rail in dining room

HARDWOOD FLOORING IN FOYER, POWDER & KITCHEN

NINE FOOT CEILINGS BASEMENT & FIRST FLOOR

Upgraded base board molding
Oak railings with painted balusters

Deluxe Kitchen:

GOURMET KITCHEN W/ CENTER ISLAND

STAINLESS STEEL APPLIANCES

- **25 CUBIC FT. FROST FREE ENERGY STAR REFRIGERATOR WITH ICE MAKER**
- **SOUND INSULATED DISHWASHER**
- **30" RADIANT GLASS TOP ELECTRIC COOKTOP (DOWNDRAFT WHEN LOCATED IN ISLAND)**
- **27" DOUBLE ELECTRIC WALL OVEN**
- **BUILT-IN MICROWAVE**

Custom quality 42" Maple Cabinets

GRANITE COUNTER TOPS W/ STAINLESS STEEL

UNDER-MOUNT SINK

Garbage disposal (where allowed)

Bath:

UPGRADED 12X12 CERAMIC TILE FLOORS/

6X6 SHOWER WALLS & TUB SURROUNDS

Custom quality cabinets
Cultured marble vanity top
Single lever faucets
Decorator mirrors
RAISED HEIGHT VANITIES (MASTER BATH)

Owner:

A.H./S.S.

Builder's Commitment to Excellence:


- Pre-construction & pre-drywall meetings
- Full pre-settlement orientation
- Full 30 Day & 1 Year inspection
- Exclusive builder's limited warranty
- Over fifty five years of construction experience
- Ten year structural warranty by third party national insurance company

Energy Saving Features:

- DRYLINE HOUSE WRAP
- R-49 insulation in attic
- R-19 insulation on exterior walls
- R-11 insulation on basement walls
- Central air conditioning
- Fiberglass insulated front entry doors
- Energy efficient low-e glass windows

Safety Features:


- Hard-wired smoke detectors
- Deadbolt lock on exterior front door
- Exterior lighting – front and rear
- HYDROJET BACK-UP SYSTEM FOR SUMP PUMP (CONDITIONAL - SITE SPECIFIC)
- Carbon monoxide (CO) detectors
- Fire suppression system



 Abhijit Honrao

12/31/19

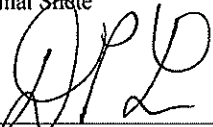
 Date



 Shamal Shete

12/31/19

 Date



 Timberlake Building and Renovations, LLC
 T/A Timberlake Design Build
 By: David Lunden, President

12/31/19

 Date

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Home Builder Sales Registration Number 329

EXHIBIT J: MOLD NOTICE, DISCLOSURE & DISCLAIMER

Owner Name: Abhijit Honrao & Shamal Shete
Custom Home Contract Dated: 12/31/19

This Addendum is attached to and forms an integral part of the certain aforementioned Contract between Builder and Owner. In the event of any conflict between the items and provisions of this Addendum and those of the Contract, the items and provisions of this Addendum shall control.

Mold Disclaimer & Waiver

Whether or not you as a homeowner experience mold growth will depend largely on how you manage and maintain your home. Our responsibility as a homebuilder must be limited to the things that we can control. As explained in our written warranty, provided by separate instrument, we will repair or replace defects in our construction, (defects defined as a failure to comply with reasonable standards of residential construction). The time period covered by repairs is outlined in our written warranty in **Section I: Coverage**. We, the Builder, will not be responsible for any damages caused by mold, or by some other agent, that may be associated with actions arising after completion of our construction, to include but not be limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, and adverse health effects, or any other effects. Any implied warranties not set forth in our express warranty are hereby waived and disclaimed.

This notice, disclosure and disclaimer agreement is hereby appended to and made a part of the Contract of Sale. The consideration for this agreement shall be the same consideration as stated in the Contract of Sale. Should a court of competent jurisdiction rule any term or provision of this agreement invalid or unenforceable, the remainder of this agreement shall nonetheless stand in full force and effect.

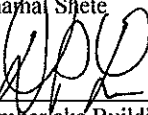
Purchaser hereby acknowledges receipt of this Notice, Disclosure and Disclaimer Agreement. Purchaser has carefully read and reviewed the terms, and agrees to the provisions contained herein. In the event of any disputes relating to this contract or its' addendums, it is agreed that the Builder shall, in its sole discretion, have the right to elect and demand arbitration of said dispute in accordance with the American Arbitration Association rules. In the event that prior to settlement Purchaser reasonably determines that water intrusion and/or mold detection has occurred, Purchaser's sole remedy shall be a full refund of all deposit monies paid under the contract. Any other claims shall be waived.


Abhijit Honrao

12/31/19
Date


Shamal Shete

12/31/19
Date


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By: David Lunden, President

12/31/19
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EXHIBIT K: SELECTIONS

Owner Name: Abhijit Honrao & Shamal Shete
Custom Home Contract Dated: 12/31/19

See attached Option Catalogue with selections noted.

Pricing in Option Catalogue is effective for options selected as of date of Contract. If additional options are selected or added by way of an Addendum after date of Contract, pricing will be that which is current as of date of said Addendum.

Abhijit Honrao
Abhijit Honrao

12/31/19
Date

Shamal Shete
Shamal Shete

12/31/19
Date

David Lunden
Timberlake Building and Renovations, LLC
T/A Timberlake Design Build
By: David Lunden, President

12/31/19
Date

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EXHIBIT L: PRE-CONSTRUCTION MEETING

Owner Name: Abhijit Honrao & Shamal Shete
Custom Home Contract Dated: 12/31/19

Pre-Construction Meeting: Prior to the actual start of construction, Builder will hold a Pre-Construction Meeting for the purpose of introducing the Owner to the site manager who will have primary responsibility of building your new home as well as any site work that is required in the lot finishing agreement. Two weeks prior to this meeting the site manager will be given all of your specs plans and options that you have selected to review for completeness and clarity. He will have the responsibility for determining if the house is ready for a Pre-Construction Meeting to move forward. Should the site manager have questions on the plans or details, for example if you are having custom built-ins etc..., the Pre-Construction Meeting could be postponed until everyone is clear as to what we are building. The purpose of the Pre-Construction Meeting is to confirm your selections, and not to make any major changes that could delay the start of your home. At the meeting you will be asked to confirm all of your selections and colors, and special attention must be paid to this, as we build by purchase orders, and the contents of the documents will be what is sent to our trade partners and how your house will be built. We strive to make sure that once the home is under construction, that we are able to deliver the house on the time that we promised this to you. Changes made late in the process will cause delays and extra costs if our trade partners have to make multiple additional trips to do their work.

Abhijit Honrao
Abhijit Honrao

12/31/19
Date

Shamal Shete
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12/31/19
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EXHIBIT M: DEVELOPMENT TIMELINE

Owner Name: Abhijit Honrao & Shamal Shete
Custom Home Contract Dated: 12/31/19

Design Build – Engineering & Permits Timeline

Recorded Lot** From Contract to Final U&O / House Turn Over

1. Contract Execution: Day 1.
2. Engineer Selection / Contract Execution: 1 Month
3. Engineer Design Plan Preparation / Submittal to Review Agencies / Agency Approvals: 3 Months.
4. Architecture: Concurrent with item 3 above.
5. Building / Grading Permit Submittals / Acquisition from item 3 above: 3 Months
6. Building / Grading Permit Acquisition to House Construction Pre-Construction Meeting: 2 Weeks
7. House Construction Begin to Completion / U&O: 4.5 months / 18 weeks

Total Time Frame From Contract Execution to Buyer Acceptance: 12 Months

** Assumes a Recorded Lot with no previous engineering approvals or permits issued.

This timeline is offered as a general guide to the necessary steps in obtaining approval. Each lot is unique. Time line will be adjusted on a case-by-case basis depending on previous buyer acquired approvals or permits.



Abhijit Honrao

12/31/19

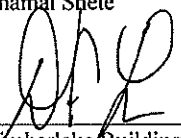
Date



Shamal Shete

12/31/19

Date



Timberlake Building and Renovations, LLC
T/A Timberlake Design Build
By: David Lunden, President

12/31/19

Date

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EXHIBIT N: TRADE/SUBCONTRACTOR LIST

Owner Name: Abhijit Honrao & Shamal Shete
 Custom Home Contract Dated: 12/31/19

It is anticipated that the following subcontractors and suppliers will provide services or material in excess of \$500 in value:

- | | | |
|------------------------------|---------------------------------|----------------------------|
| Statewide Septic and Backhoe | Green Guru | John Darvish |
| K&S Services | Robert A. Tull Plumbing | Accurate Insulation |
| Orchard Farms | Hospitality Services | CO Carpentry |
| Andy's Concrete | Edison Electric | Woody |
| Express Contracting | Power Source Electric | Lamar and Wallace |
| Express Concrete | John Darvish | DePasquale Brothers |
| Superior Pest | Allied Well Drilling | Dunn's Flooring |
| Weatherseal | Economy Propane | Capital Carpets |
| R&F Metals | Aero Propane | Mid South Building Supply |
| 84 Lumber | Environmental Stone | B&D Kitchens |
| Johnson Lumber | Vintage Security | Classic Granite and Marble |
| American Cedar and Millwork | Giamar Construction | M&R Stone |
| Carter Lumber | Masonry Masters | Ferguson |
| Colonial Sash and Sill | Miller Fire Protection | Atlantic Venetian Blinds |
| High Precision Construction | Fireside Hearth and Home | Sterling Mirror and Glass |
| Brandywine Disposal | Accurate Insulation | Progress |
| Choice Stairs | Devere Insulation | Millie's Cleaning |
| Southern Maryland HVAC | BYL | Armstrong Cleaning |
| Grove HVAC | Chesapeake Painting and Drywall | Denison Landscaping |
| | Daewon Siding | |

Abhijit Honrao
 Abhijit Honrao

12/31/19
 Date

Shamal Shete
 Shamal Shete

12/31/19
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EXHIBIT O: PRICING REQUEST

Owner Name: Abhijit Honrao & Shamal Shete
Custom Home Contract Dated: 12/31/19

All requests for pricing for changes to included features and selections must be submitted by way of a Pricing Request for. Homeowner understands and agrees that oral, email, or text requests for pricing cannot be processed. The purpose of this form is to help ensure that both Homeowner and Builder understand what is being requested.

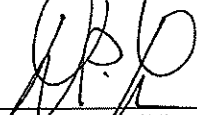
Attachment: Pricing Request Form.


Abhijit Honrao

12/31/19
Date


Shamal Shete

12/31/19
Date


Timberlake Building and Renovations, LLC
T/A Timberlake Design Build
By: David Lunden, President

12/31/19
Date



PRICING REQUEST

888 Bestgate Road, Suite 411
 Annapolis, MD 21401
 Phone: (443) 837-3131
 Fax: (301) 336-0885

REQUEST NUMBER:
 DATE:

HOMEOWNER:

DESCRIPTION OF ITEM(S)

Price

PLEASE NOTE ALL PRICING REQUESTS ABOVE, ONE ITEM PER LINE

DATE NEEDED BY:

Date of Acceptance: _____

	TOTAL	\$	-
		\$	-
	NEW CONTRACT PRICE	\$	-

 Homeowner Signature

 Timberlake Building & Renovations, LLC Authorized
 Signature

 Received by Purchasing

Timberlake Building & Renovations, LLC
 MHBR: 3769 MHIC: 121833
 www.timberlakerenovations.com

Owner:

A.H. / S.S.

Timberlake Design/Build
Timberlake Building and Renovations LLC
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EXHIBIT P: FINANCIAL DISCLOSURE

Owner Name: Abhijit Honrao & Shamal Shete
Custom Home Contract Dated: 12/31/19

Owner agrees to allow the lender to disclose to Builder and/or any of its agents, any and all information regarding the Owner's mortgage loan application, the credit report, Credit scores, and any and all other information connected to Owner's mortgage loan, whether in process or approved waiting for settlement.

Abhijit Honrao
Abhijit Honrao

12/31/19
Date

Shamal Shete
Shamal Shete

12/31/19
Date

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By: David Lunden, President

12/31/19
Date

Owner:


A.H. / S.S.

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EXHIBIT Q: HOMEOWNER MANUAL DISCLOSURE

Owner Name: Abhijit Honrao & Shamal Shete
Custom Home Contract Dated: 12/31/19

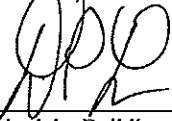
Owner recognizes and acknowledges that Owner has received a copy of Timberlake's Homeowner's Manual. This manual contains information concerning Builder's warranty procedures as well as home maintenance tips.


Abhijit Honrao

12/31/19
Date


Shamal Shete

12/31/19
Date


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By: David Lunden, President

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Salesman Number: 109153

NEW CUSTOM HOME LOT FINISHING ADDENDUM

DATE OF CONTRACT:	12/31/19
HOMEOWNER:	Abhijit Honrao & Shamal Shete
ADDRESS OF PROJECT:	4060 St. John's Lane Lot 2, Ellicott City, MD 21042

**SECTION ONE
LOT FINISHING WORK**

1.1 **General.** Builder does hereby agree to provide Lot Finishing Services for Owner and Owner does hereby agree to pay the Lot Finishing Price, adjusted by any changes, extras or allowance items, on the "Property" as noted in this Contract.

1.2 The Lot Finishing plans and specifications described herein shall define the scope of work that the Builder is to perform and carry out in accordance with the terms of this Agreement. "Lot Finishing Work" means and includes specifically (i) access to and any required extension of public utilities to the Property and payment of extension fees, and connection and hookup charges (ii) the cost, if applicable, of a private septic system and well; (iii) actual site development including, rough and fine grading, dirt import/export, driveway, landscaping, storm water management, and erosion control; (iv) Building permit and Grading permit fees; (v) civil engineering work necessary to obtain permits, survey work, and other general engineering; (vi) landscaping and exterior property work; (vii) lead walks; (viii) propane, winter conditions, bad ground, temporary heat, concrete pumping, temporary utilities, and water pumping; (ix) and any additional exterior features not included within the footprint of the home.

1.3 Builder shall comply with all laws, ordinances, and regulations applicable to the Lot Finishing work on the Property in accordance with the terms of this Agreement. Construction shall conform to the published building codes for the jurisdiction in which the house is located, state and county building and grading codes for the jurisdiction in which the house is located, and all Lot Finishing Services shall be performed in a good and workmanlike manner and free from defective materials. Builder shall have the right to alter or vary the Lot Finishing plans and/or specifications to the extent Builder deems necessary or proper to perform the Lot Finishing Work in preparation for the construction of the improvements in compliance with the foregoing codes and to standards of grading and site preparation work commonly accepted as proper in the locality where such Lot Finishing Work will be performed, and will notify Owner of any such changes.

**SECTION TWO
LOT FINISHING PRICE**

2.1 Owner shall pay to Builder, for performance of the Work, the Price as noted in this Contract.

2.2 Except as otherwise provided herein there shall be no changes in the plans, specifications, adjustments to allowances or to the scope of the work thereunder, except upon the prior written agreement between Builder and Owner.

Where a delay is called for by the Owner in writing, a remobilization charge and any cost increase in materials, labor or new contractors that need to be acquired because of schedule disruption that occur

Owner:

A.H. / S.S.

during the interim will be paid by Owner prior to resumption of construction activity. All Change Orders shall be subject to a change order administrative fee of \$1,000.00 per change order, other than as required by Local Authority. Owner should be aware that changes requested by Owner after construction has commenced will result in delays to the timing and completion of the work.

2.3 If, after the date of this Contract, any government, governmental agency, public authority or monopoly shall change or modify the usual or customary procedures, requirements, fees, or laws affecting the construction, then any additional costs necessary to comply shall be paid by the Owner as a Change Order.

2.4 All specifications and/or designs not specifically detailed in the contract documents shall be installed in a manner that is usual and customary. Similarly, all specifications and/or designs not detailed on the architectural and/or engineered drawings shall be installed in a manner that is usual and customary.

2.5 Should conditions encountered below the surface of the ground be at variance with or incompatible with the conditions or improvements indicated by the drawings and specifications, such as rocks, ground water, unusable soil, or backfill material, the costs to correct the situation shall be paid by the Owner as a Change Order.

SECTION THREE SITE CONDITIONS

3.1. The Owner shall furnish all necessary surveys and site plans and grading plans in Owner's possession, as applicable.

3.2. The Owner shall supply to Builder any existing reports concerning subsurface investigations or explorations concerning the Property, and shall pay for any additional reports, explorations and investigations hereafter required to be prepared and/or conducted.

3.3. The parties acknowledge and agree that Builder has undertaken no subsurface investigations regarding the soil conditions of the Property and is not familiar with such conditions. In the event that Builder encounters any unforeseen subsurface conditions which materially and adversely impact upon the Work (such as rock formations, wetlands, etc.), Builder may cease the work until such time as Owner and Builder have mutually agreed upon such necessary and appropriate adjustments to the Contract Time, Contract Sum and other provisions of this Contract as are occasioned thereby. If they cannot so agree, either Builder or Owner may terminate this Contract and Builder shall be paid for all portions of the Work performed up until the date of termination.

3.4 Builder needs access to the site by way of paved road or driveway. Builder has no knowledge of the condition or specifications of the road or driveway providing access. Owner agrees that Builder is not responsible for the existing condition of access road to the property and Builder shall not be liable for any damage to roads or driveways providing access to the property.

SECTION FOUR WARRANTY

4.1 Builder warrants that the lot finishing services will be constructed in a workmanlike manner according to sound engineering standards and free from faulty materials. Builder agrees to make all repairs necessitated by the installation of substantially defective materials or work done in an unworkmanlike manner which are brought to Builder's attention in writing within one (1) year of the date of completion, specifically excluding, however, (a) any damage due to acts of God; (b) survival of grass, shrubbery, trees; (c) basement water leaks created as a result of Owner changing the original grading and/or splash blocks; (d) settlement of any fill, back-fill, or existing grading within the property and the possible water damage therefrom, (e) and the proper functioning of the septic system. There are no warranties, express or implied, except as expressly set forth herein.

Page 36 of 39

Owner:

A.H. / S.S.

4.2 It is agreed and understood that any and all warranties and guarantees under this Contract shall be personal to the Owner and effective only for the periods stated in Section 8.1 or so long as title to the property remains in Owner's name, whichever shall occur first.

4.3 Builder warrants that title to all work, material and equipment will pass to Owner free and clear of all liens, claims, security interests or encumbrances.

SECTION FIVE ALLOWANCES

5.1 Allowances are ESTIMATED by the Builder for the convenience of the Owner. The Allowances are based on Builder's anticipated actual costs with Builder's margin. The dollar amount is specified in the contract or the Specifications, Scope of Work and/or the Allowances Addendum and is keyed to the Specifications of the job. Owner shall pay all Extra Charges and Overages over Allowances as a Change Order if Owner upgrades from standard specification items and/or if costs incurred exceed the Allowance amount. All upgrades and Overages on Allowances will be charged to the Owner at Builder's cost plus Builder's Margin of 20%.

By way of example only, if Builder's actual Cost for an item is \$80, applying a 20% margin results in a Sales Price for that item of \$100. The \$20 is 20% of the sales price. This reflects Builder's overhead of 12% (\$12) and a profit of 8% (\$8).

5.2 The Allowance amount includes Labor AND Material for ALL items that are being deemed as Allowance Items. If Builder at its sole option elects to give Owner a credit if the cost of a substituted Allowance Item is less than the amount provided for in the Allowance, Builder may grant to Owner a credit for the difference between the Allowance and the costs incurred by Builder including Builder's Margin of 20%.

5.3 Original site work allowances are established on the minimum amount of work necessary to construct the home and driveway based on Builder's judgment and experience with similarly situated lots. As each lot has different characteristics and features, and each jurisdiction has different requirements, the final site work numbers can change from the initial budgets. Once all governmental reviews are complete, Builder will have a better understanding of adjustments to the allowed items. Builder will update the site work budget and review with Owner at the pre-construction meeting.

5.4 Should Builder encounter costs that are in excess of the allowance budgets, Builder will notify Owner as soon as reasonably practical of any increases. Builder manages site work budget by total costs, not on a line item basis. Accordingly, savings achieved in any category shall be applied to categories where there may be increased costs.

SECTION SIX EXHIBITS

6.1 The following items are Exhibits to this agreement:

- (1) County approved site plan(s) (if not approved at time of contract, final site plan(s) will be attached once approved).
- (2) Site Work Budget Spreadsheet.

Abhijit Honrao
Abhijit Honrao

12/31/19
Date

Shamal Shete
Shamal Shete

12/31/19
Date

Owner:

A.H./S.S.



Timberlake Building and Renovations, LLC
T/A Timberlake Design Build
By: David Lunden, President

12/31/15
Date

Owner:

A.H. / S.S.

LOT FINISHING AGREEMENT EXHIBIT 2

LOT FINISHING ESTIMATE

Site Work Budget Allowances:	BUILDER NOT RESPONSIBLE FOR REPAIRS TO ROAD DUE TO CONSTRUCTION OF			UPDATED		ORIG CONTR
11/20/2019	Abhijit Honrao		BUDGET AT	AS NEEDED	NEWSTAR	WITH BLD'S
Property Address:	4060 St. John's Lane		CONTRACT		CODE	MARGIN
County: Howard	Bilcott City, MD 21042				ACTUAL	
Design						
Architectural Design Fee						
SUBTOTAL DESIGN FEES						
County Fees: Building & Utility Permits		4,539.00			2012	5,673.75
County Fees: New Construction Residential Single Family 50.18 x 7.713		1,399.11				1,399.11
County Fees: Moderate Housing Incentive Unit (MHU) \$1.65 x 7.713		28,598.43				28,598.43
County Fees: County Watershed Permit Fee		1,200.00			2010	1,200.00
County Fees: Grading permit fee permit fee		1,115.00			2114	1,115.00
County Fees: Mid county Fund		50.00			2013	50.00
County Fees: School Impact fee \$4.75 x Gross Livable (7,713 sq)		36,921.75			2014	36,921.75
County Fees: Transport fee					2022	
County Fees: Public Safety Refuse fee		50			2063	50
County Fees: Solid waste fee		50			2028	
County Fees: SWM Review fee					2031	
County Fees: Septic permit					2072	
County Fees: Weir permit		50.00			2074	50.00
County Fees: Erosion fee: \$1.50 x Gross Livable (7,713 sq)		11,659.50			2011	11,659.50
County Fees: SDOC fees VSSC Maint. & Prince George					2094	
County Fees: New Residential Filing Fee		100.00				100.00
County Fees: Foundation Permit Fee		200.00				200.00
County Fees: Tack Fee		76.00				76.00
SUB TOTAL COUNTY/AGENCY FEES		77,668.84				77,668.84
Lot Specific Allowances: Demolition					2046	
Lot Specific Allowances: Sewer and Water from main to property line		12,660.00			2039	
Lot Specific Allowances: Water/Sewer House From tap to house		5,500.00			2049	6,875.00
Lot Specific Allowances: Tree Construction Planting/Fees		\$			2054	
Lot Specific Allowances: Tank and air pumps to meet fire sprinkler code					2095	
Lot Specific Allowances: Electric Connection Fee		2,500.00			2110	3,125.00
Lot Specific Allowances: Backfilling including take out		15,000.00			2200	18,750.00
Lot Specific Allowances: Chasing (to include cover of pipes if applicable)					1003	
Lot Specific Allowances: Excavation (Area Figures)		6,660.00			2313	7,500.00
Lot Specific Allowances: SWM Drains/Rain Gardens		9,043.00			2310	11,250.00
Lot Specific Allowances: Earth Retention / Lot Balancing		5,500.00			2360	6,875.00
Lot Specific Allowances: Stormwater Control		5,000.00			2410	6,250.00
Lot Specific Allowances: Road grading					2414	
Lot Specific Allowances: Tree protection					2414	
Lot Specific Allowances: Gas Connection Fee					2557	
Lot Specific Allowances: Driveway Apron		2,500.00			1090	3,125.00
Lot Specific Allowances: Septic					4710	
Lot Specific Allowances: Water to property (W/B) and abandonment/in use					4310	
Lot Specific Allowances: Sub base for asphalt driveway		3,000.00			5909	3,750.00
Lot Specific Allowances: Base layer asphalt		3,000.00			5910	3,750.00
Lot Specific Allowances: Top Layer asphalt		2,000.00			5911	2,500.00
Lot Specific Allowances: Landscape planting for house/required trees		2,500.00			7315	3,125.00
Lot Specific Allowances: Top soil		2,000.00			2314	2,500.00
Lot Specific Allowances: Seed (up to 15,000 sq ft)		2,500.00			7310	3,125.00
SUBTOTAL OF ALLOWANCE ITEMS		78,000.00				82,500.00
Fixed Building Costs		11,000.00		11,000.00	7915	13,750.00
umpers		2,100.00				
demolition		2,000.00				
ports		550.00				
curbs		2,800.00				
hand layers warranty		1,000.00				
materials		350.00				
permits service		500.00				
general labor		1,500.00				
removal of sediment control devices		1,000.00				1,250.00
Total Site Work Budget:	TOTAL ALLOWANCE AT CONTRACT	166,868.84		11,000.00		174,118.84

Abhijit Honrao
Abhijit Honrao

12/31/19
Date

Shamaj Shieo
Shamaj Shieo

12/31/19
Date

Timberlake Building and Renovations, LLC
T/A Timberlake Design Build
By: David Lunden, President

12/31/19
Date

Owner:

A.H. / S.S.

Sayers, Margery

From: Puneet Mehrotra <puneetmehrotra81@gmail.com>
Sent: Tuesday, February 4, 2020 2:49 PM
To: Jung, Deb; CouncilMail
Subject: Re: Support of CB1-2020

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Hello,

Please support CB1-2020 or any amendments. It is critical that we halt or slow down development and let schools and communities cope with the existing growth. Specifically, the hickory ridge community, hickory ridge shopping center and merrieweather area.

Thank you,

Puneet Mehrotra

> On Jan 30, 2020, at 2:35 PM, Jung, Deb <djung@howardcountymd.gov> wrote:

>
> Thank you for contacting my office to express your support for CB1. I share your support as I believe it is important that school construction has an opportunity to catch up with the number of students who are enrolling in our school system.

>
> My best to you,
> Deb
>
> Deb Jung
> County Council Chair
> District 4

> -----Original Message-----

> From: Puneet Mehrotra <puneetmehrotra81@gmail.com>
> Sent: Wednesday, January 29, 2020 12:37 PM
> To: CouncilMail <CouncilMail@howardcountymd.gov>
> Subject: Support of CB1-2020

> [Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

> Dear Ms. Jung and other county council members,

> I am writing in strong support of CB1-2020.

> I live in the Clemens Crossing neighborhood but am being redistricted at the elementary school level from Clemens Crossing to Bryant Woods Elementary school. My children are moving from a school that was at capacity to one that is SEVERELY over capacity, and is a Title 1 school, a combination that should not be tolerated. It is seemingly being done in a series of moves that opened up development in other areas of the county that had been over capacity, but at the cost of putting schools like Bryant Woods over capacity. Essentially, if you look at the entire county, the only capacity is in the West. Yet the development is happening exactly where there is no capacity. Instead the solution appears to be to ship children on buses with a known bus driver shortage that puts their lives and safety at risk, over long distances, to create seats for students in new developments.

>

> You NEED to put the brakes on development until funds have been allocated for adequate school infrastructure for ALL children. That starts with the allocation of funds for new schools from YOU, the county council.

>

> Our schools have been redistricted and we still do not have enough seats to accommodate all of our current students in a brick and mortar building, because our student population size has not been reduced, merely shuffled. CB1 provides essential additional time for YOU to identify the funds to enable our school infrastructure to catch up with the increase to student population from new development. Please vote to approve CB1. Once you have done that, PLEASE focus on finding funds that enable the building of new schools in the areas where development is happening, which is downtown Columbia.

>

> Sincerely,

> Puneet Mehrotra

> District 4

Sayers, Margery

From: Matthew Molyett <matthew@molyett.com>
Sent: Monday, February 3, 2020 6:11 PM
To: CouncilMail
Subject: Please support Councilmember Walsh and CB1

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

The subject is the message.

Thank you,
Matthew Molyett
443-598-2441

Sayers, Margery

From: no-reply@howardcountymd.gov
Sent: Monday, February 3, 2020 5:39 PM
To: jfraser@handhrock.com
Subject: Council - Extending APFO Waiting Period - VOTE NO!

First Name: James
Last Name: Fraser
Email: jfraser@handhrock.com
Street Address: 6576 Prestwick Dr.
City: Highland
Subject: Extending APFO Waiting Period - VOTE NO!

Message: The waiting period associated with school capacity tests is NOT supposed to be a way to punish or delay development! It is SUPPOSED to give the Board of Education time to allocate available school capacity to accommodate kids from new development. It is clear that the waiting bin DOES NOT WORK because the BoE does not allocate capacity when they have the time to do so. But, that is a reason NOT to extend the waiting period rather than the opposite. Many projects currently in the waiting bin have been there through BOTH of the recent redistricting efforts which did essentially NOTHING to accommodate projects in the waiting bin. What goal would be achieved by giving the BoE more time to ignore rules and policies they have shown NO interest in following? Under the circumstances, extending the waiting period would be a clear and obvious misuse of the authority granted to the County by the State in the APFO enabling legislation.

Sayers, Margery

From: Stephanie Mummert <skmummert@gmail.com>
Sent: Monday, February 3, 2020 5:16 PM
To: CouncilMail
Subject: Please vote FOR CB-1

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

I thank Councilmember Walsh for leading with logic and reason in trying to slow down development in already overcrowded schools within our system. I have seen the amendment to CB-1.

I am not above pleading with you as a parent who survived the redistricting battle. My student will be staying at a school that will be progressively overcrowded by a development (at the Milk co-op parcels) that cleared their final hurdles in the approval process about a month before they would have been subject to the APFO rules.

If it were up to me, developers would have to wait longer than 7 years to be allowed to pass through the APFO test, but making them wait 7 years is better than 5. Anything is better than the "as of right development" situation we faced as Hammond ES/MS parents. Any wait time is good. A longer wait time is better.

Increasing wait times is a smart choice because time is one of the many things we always need in life and especially in this county. For HCPSS, more time gives the system the time to raise funds to build school capacity, to address long overdue deferred maintenance needs and as much as we all hate it, redistrict to balance capacity at the most overcrowded schools in the system.

I am not in your shoes but I can't think of a good reason you wouldn't support this increased wait time. At least, I can't think of a good reason that would actually benefit the students in the county. The students didn't vote for you but they bear the largest burden of each and every decision and vote you make that puts developers needs and desires ahead of the needs of the students.

Thank you for your time. I know many of you put a lot of thought into each of your votes. I may not be able to watch the meeting live but I WILL watch to try to understand all of your thoughts on this critical issue.

I hope you all vote yes, but I'm too logical to expect a unanimous yes.

Thank you so much,
Stephanie Mummert
District 3

Sayers, Margery

From: Jin Jung <jin.jung.alt@gmail.com>
Sent: Monday, February 3, 2020 4:51 PM
To: CouncilMail
Subject: Support of CB1

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Dear Council Members:

My name is Jin Jung and my children are students at Mount View Middle School.

I am writing in strong support of CB1-2020

Even after last contentious redistricting, Schools in Howard county are going to face high level of overcrowding in few years again. For example, Mount View middle will face upto 114% by 2022-2023. This will increase likelihood of additional temporary classrooms, quality of the environment among students such as being able to accommodate individual student's need as well as dealing with 504 plan accommodation.

Most importantly though, ever increasing student enrollment based on existing projection will always fail due to 5 year rule for home builders. That rule creates uncertainty over the projection of the growth and planning in zone (after 5 years, you do not know what developer will do). The balancing for student distribution should always happened at the head of the process (Planning). Currently, 5 year rules makes builder to bypass the most optimal time/process to balance the student distribution.

This in turn result in much more frequent needs for the school redistricting due to difference in planning based on zone and reality based on developer relizing on 5 year rule. Such mismatch in planning and realization result in disruptive school redistrict which disturbs community, students and demonstrate lack of willingness to correct the problem at best time of the process.

Please vote for the CB1-2020. This will ensure that County Council and Board of Education will be in better position to address growing need of the seats at the school at the beginning/planning of the zone and permit and result in less frequent need for the redistricting schools.

Sincerely

Jin Jung, District 5

Sayers, Margery

From: Christine Gorschboth <chornb1@umbc.edu>
Sent: Monday, February 3, 2020 4:38 PM
To: CouncilMail
Subject: Please support CB-1!

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Council members,

Please support CB-1 and extend development wait times. I have a sophomore at Howard High and a 6th grader at ELMS. We have been constantly living through the redistricting process. We were not always moved (though our high school changed this time), but have always been living with the stress and wonder of where our kids will attend school. In three years my son will attend Long Reach High, which by then will rival Howard in it's overcrowdedness. The overbuilding of homes has to be controlled, and **you are the people who have to do this.**

Howard High was overcrowded 10 years ago when we moved to Ellicott City when my daughter was in 1st grade. So 7 years wait in a closed area is probably not even long enough, but it is far better than 4.

It is your job to control growth and provide infrastructure. It is your job to do the right thing for the county regardless of developer wishes. It is the developer's job to develop, and your job to control it and ensure adequate infrastructure is provided for students and citizens of the county. Do you think infrastructure is adequate for our students? I do not.

Christine Gorschboth
District 2

Sayers, Margery

From: Rigby, Christiana
Sent: Monday, February 3, 2020 2:32 PM
To: Sayers, Margery
Subject: FW: APFO moratorium extension

From: Paul Sill <paul@sillengineering.com>
Sent: Monday, February 3, 2020 12:11 PM
To: Rigby, Christiana <crigby@howardcountymd.gov>
Subject: APFO moratorium extension


[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Dear Council Member Rigby,

I am a small business owner, with my office in Lisbon, Howard County. I own and operate a civil engineering firm and do the majority of my work in Howard County, and employ eight full-time employees and two part-time employees. The recent actions taken by the Council concerning school allocations, forest conservation, and permit fees have had a negative impact on my business already, with one client pulling out of a thirteen lot subdivision and another deciding to build in Baltimore County; these two clients alone represent a sizable income stream that is now lost to me. The extension of the APFO deadline will damage my business more. I'm sure you have heard many reasons not to extend the APFO deadline, but this will directly impact myself and my employees natively. I ask that you do not extend the APFO deadlines and leave them as they currently are.

Thank you,

Paul M. Sill, PE, LEED AP
SILL ENGINEERING GROUP, LLC
PLEASE NOTE OUR NEW ADDRESS
16005 Frederick Road
Lisbon, MD 21797
Office: 443-325-5076 ext. 102
Fax: 410-696-2022
Cell: 443-878-4314
Website: www.sillengineering.com

 Please consider the environment before printing this email.

Sayers, Margery

From: Stephanie Tuite <Stephanie@fcc-eng.com>
Sent: Monday, February 3, 2020 1:17 PM
To: CouncilMail
Subject: Opposition to CB1-2020
Attachments: Stephanie Tuite.vcf

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Dear Council,

I know I have offered opinion and suggestion on legislation over the years on many topics, including APFO (with the previous council). I urge you to give more thought to not extending the years for school capacity testing. The Council has recently passed school surcharge legislation that will increase funding for schools, but shutting down development for an additional year will reduce revenue that is partially diverted to schools. Similar legislation was previously proposed and it was recognized that based on testimony then, that APFO was delaying development in areas of closed schools. I even testified at the prior hearing stating that "my daughter (at the time) was in an undercapacity school (then around 75%) but in a classroom of 29 (later 30 when another student came)." So having a crowded classroom can happen at an undercapacity school due to allocation of teachers as well as at overcapacity schools. Redistricting is supposed to help balance the school capacities. Some districts have well under capacity schools, while others have well over capacity schools (one example: Fulton ES – 134.7, Dayton Oaks ES – 86.4, Clarksville ES – 73.1, Pointers Run ES – 121.0, which are all in close proximity that district lines could be changed.)

Adding a year of testing will not help to reduce school crowding. Please reconsider your position on passing this legislation.

Steph



Sayers, Margery

From: no-reply@howardcountymd.gov
Sent: Monday, February 3, 2020 12:23 PM
To: timmorris@williamsburgllc.com
Subject: Council - Council Bill 1-2020

First Name: Tim
Last Name: Morris
Email: timmorris@williamsburgllc.com
Street Address: 5485 Harpers Farm RD Ste. 200
City: Columbia
Subject: Council Bill 1-2020
Message: Council Bill 1-2020 Please vote No.

Sayers, Margery

From: Scarlett Goon & Kevin Yarema <ksksyarema@gmail.com>
Sent: Monday, February 3, 2020 11:08 AM
To: CouncilMail
Subject: CB1 - 2020 High School

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Dear Council Members:

My name is Scarlett Goon and my children are students at Marriotts Ridge High School, Mount View Middle School, and Waverly Elementary School.

I am writing in strong support of CB1-2020.

My children have faced the possibility of redistricting twice in the past five years. Although redistricting is intended to alleviate the strain on schools, this only works for the first one or two years after redistricting has occurred. It does not provide a long term solution. Alleviating overcrowding with the use of portables to increase a school's capacity is not an ideal solution. Schools require a certain lot size to be built, based on the size of the school and area needed for parking and recess. Placement of portables generally takes over areas that the children use for recess. Also, requiring the students to walk outside the safety of their school outside to attend class in a portable is unsafe. No matter how many cameras are placed around the areas, none of our schools are gated. Therefore, anyone can walk onto school grounds and have access to kids walking from the school to the portable. This creates an unsafe environment for our students.

One solution to minimize the speed at which the school populations are growing is to slow residential building growth to allow the school systems time to find money to fund another school or expand a school's infrastructure.

Our schools have been redistricted and we still do not have enough seats to accommodate all of our current students in a brick and mortar building. CB1 provides essential additional time for our school infrastructure to catch up with the increase to student population from new development. Please vote to approve CB1.

Sincerely,

Scarlett Goon
District 7

Sayers, Margery

From: BVivrette <bvivrette@gmail.com>
Sent: Sunday, February 2, 2020 5:19 PM
To: CouncilMail
Subject: Pass CB1

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Listen to your constituents and the BOE reps who presented at the work session who understand the situation. Pass CB1 and slow the trend today.

Sayers, Margery

From: Eugene Summers <gene5477@gmail.com>
Sent: Saturday, February 1, 2020 8:13 PM
To: CouncilMail
Subject: Testimony for CB1-2020

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Esteemed council members:

My name is Eugene Summers, a resident in North Laurel area in Howard County. I would like to express my support for proposed bill CB1-2020. I would also like to express my opposition to the Amendments 1, 2 and 3.

I support CB1 because our communities desperately need time for the infrastructure to catch up with the development.

I do NOT support Amendment 1 (A1CB1) because it is out of scope of proposed bill CB1-2020. CB1 states "AN ACT altering the number of consecutive years [...]". CB1 does not state anything with respect to the threshold or percentage of maximum enrollment that would contribute to the definition of "open". A1CB1 adds an arbitrary percentage number of maximum enrollment as a condition for the retesting which is not discussed in the text of CB1 anywhere. A1CB1 is also an attempt to add another set of the APFO testing threshold (120% for 7 years while 115% for 4 years is in effect) which is significant enough to deserve thoughtful studies and public hearings. Therefore, I think A1CB1 is out of scope for CB1. I recommend A1CB1 to be proposed as a standalone bill if council members feel it is an important addition to the local laws and regulations.

I do NOT support Amendment 2 because changing from 7 years to 6 years is arbitrary and capricious.

I do NOT support Amendment 3 because changing from 7 years to 5 years is arbitrary and capricious.

Thank you for your time!

Best regards,
Eugene Summers

Sayers, Margery

From: Stacy Ichniowski <stacy@tealdragon.net>
Sent: Friday, January 31, 2020 8:43 PM
To: CouncilMail
Subject: Support for CB1

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Dear Council Members:

My name is Stacy Ichniowski and my children are students at Mount View Middle School and Marriotts Ridge High School.

I am writing in strong support of CB1-2020.

I am very concerned about the overcrowding in many of the Howard County Schools as well as the overwhelmed county infrastructure! It is completely unacceptable that Howard County has allowed these issues to get to this extremely overwhelmed status and that the county continues to allow developers to build without helping to support the county infrastructure adequately.

Our schools have been redistricted and we still do not have enough seats to accommodate all of our current students in a brick and mortar building. CB1 provides essential additional time for our school infrastructure to catch up with the increase to student population from new development. Please vote to approve CB1.

Sincerely,

Stacy Ichniowski
District 5

Stacy Ichniowski
stacy@tealdragon.net
TealDragon Consulting, LLC
Web Design and IT Consulting

Sayers, Margery

From: Jessie Keller <jkeller@mmhaonline.org>
Sent: Friday, January 31, 2020 9:45 AM
To: CouncilMail
Cc: Aaron Greenfield
Subject: testimony: CB1-2020
Attachments: MMHA - Howard County - CB1-2020 APFO.docx;
naa_btac_index_summary_baltimore.pdf

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Dear Councilmembers,

Please accept Maryland Multi-Housing Association's attached testimony on CB1-2020.

Thank You,

Jessie Keller
Government and Community Affairs Manager
Maryland Multi-Housing Association
410-413-1420
www.mmhaonline.org



Bill Title: CB1-2020

Date: January 30, 2020

Position: Oppose

This testimony is offered on behalf of Maryland Multi-Housing Association (MMHA). We are a professional trade association established in 1996, whose members consists of owners and managers of more than 210,000 rental housing homes in over 958 apartment communities. Our members house over 538,000 residents of the State of Maryland. In Howard County, our members manage over 21,700 units. Lastly, MMHA represents over 250 associate member companies who supply goods and services to the multi-housing industry.

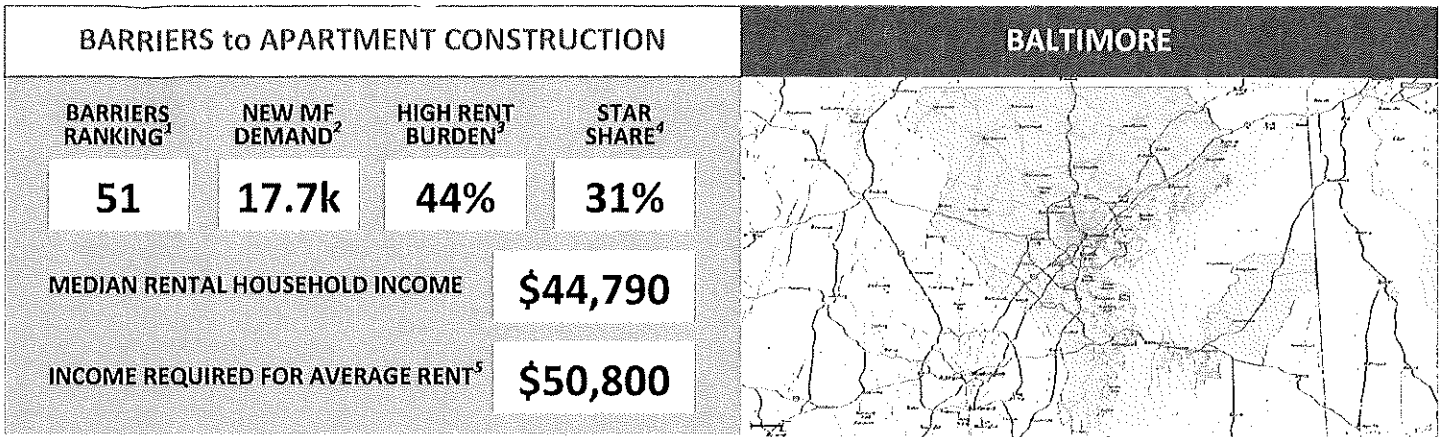
Council Bill 1-2020 increases the maximum period-of -time a residential housing project must be re-tested under the school capacity test of Howard County's Adequate Public Facilities Act.

In recent years, the Howard County Council has restricted growth and construction in Howard County. The 2018 APFO bill essentially shut down development in Howard County and the 2019 school facilities surcharge fee increase further elevated costs for those constructing new homes. Land use restrictions and delayed project approvals due to local regulations add both time and costs to projects. These added costs are frequently passed on to the end-user, in this case the renter or homebuyer.

In 2019, the National Apartment Association, of which MMHA is an affiliate of conducted a national survey "U.S. Barriers to Apartment Construction Index," to better understand factors that impact the new supply of apartments. The survey found that the approval timeline was the most significant barrier to apartment construction in the Baltimore metropolitan area which includes Howard County. Further increasing this barrier will only hinder affordability for renters and homebuyers in Howard County.

For the foregoing reasons, MMHA respectfully requests that the council vote no on CB1-2020.

Jessie Keller, MMHA Government and Community Affairs Manager, 410.412.1430

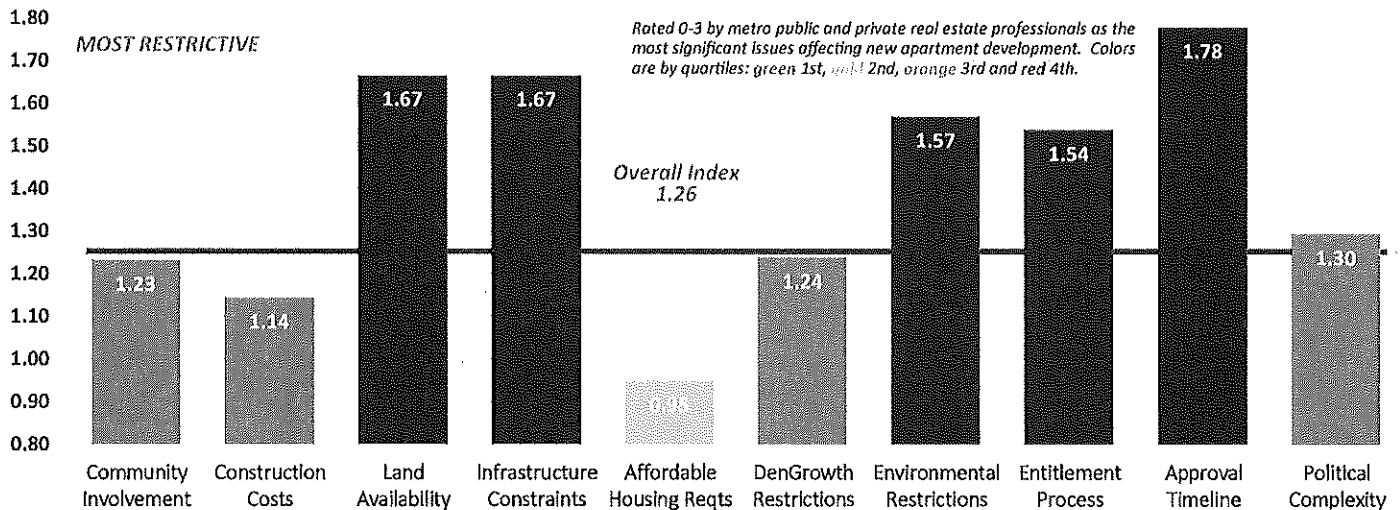


MOST RESTRICTIVE APARTMENT CATEGORIES:

- APPROVAL TIMELINE
- LAND AVAILABILITY
- INFRASTRUCTURE CONSTRAINTS

Baltimore ranks highly restricted in the bottom fourth amid softer demand when measured against other major markets. Survey respondents cite an array of barriers that shadowed the typical barriers of cost, community opposition and politics with a higher 1.26 overall index. Land availability is expected to be restrictive, along with infrastructure constraints seen in both availability and school crowding. Environmental issues center on coastal restrictions, wetlands and mitigation. Entitlement process issues include a range of council opposition, historic district and design criteria unknowns. Yet most restrictive is the typical timelines for rezoning and discretionary use permits. Metro rental incomes trend 12% below the requirement for average market rents of \$1,270. City Council has recently passed an affordable housing trust fund using future transfer taxes with a source of income provision expected in March 2019.

Barriers to Apartment Construction Subindices



BARRIERS INDEX METHODOLOGY:

These NAA HAS Barriers to Apartment Construction Indices were created from over 90 apartment development, process and timing questions in ten categories and sourced digitally from real estate professionals in both the public and private realms. An initial overall metro **Barriers to Apartment Construction Index** is also plotted above.

DEFINITIONS and NOTES:

- ¹**BARRIERS RANKING** is the relative ranking among 58 major metro apartment markets based upon the average index of each metro from the least restricted to the most; ranges from 1 (Albuquerque) to 58 (San Jose). Rankings consider expert responses from throughout the extended metro that includes but not isolates the urban core.
- ²**NEW MF DEMAND** is the updated total demand for new multifamily units (in thousands) through 2030 based upon the forecasted total rental housing demand 2017-2030 from the NAA-NMHC demand study by HAS: *U.S. Apartment Demand—A Forward Look (2017)*; ranges from 3,890 (Sioux Falls) to 222,589 (New York).
- ³**HIGH RENT BURDEN** refers to that share of 2017 households spending over 35% of combined household income on rent; major metro ranges from 56% and rents of \$1,370 (Miami) to 38% and rents of \$865 (Sioux Falls) with a major metro average of 43%.
- ⁴**STAR SHARE** is that share of metro rental housing stock with five or more units HAS qualified as *Second-Tier Affordable Rentals or those non-institutional sites of typically lower unit count, lower quality and greater age, often overlooked as crucial affordable housing already in place. Using CoStar® ratings of 1-5 for sites of five units or more, STAR is the lower ratings of 1-2. This share ranges from 61% (Los Angeles) to 17% (Austin) with a major metro average of 36%.
- ⁵**INCOME REQUIRED FOR AVERAGE RENT** assumes a more conservative 30% of rental household income needed for the average metro contract rent.

Sayers, Margery

From: Caiyun Zhao <caiyunzhaoye@icloud.com>
Sent: Thursday, January 30, 2020 10:05 PM
To: CouncilMail
Subject: Support for CB1

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Dear Council Members:

My name is Caiyun Zhao and my children are students at Centennial high and Elliott Mills middle school.

I am writing in strong support of CB1-2020.

Our schools have been over crowded and CB1 provides essential additional time for our school infrastructure to catch up with the increase to student population from new development. Please vote to approve CB1.

Sincerely,

Caiyun Zhao, district 2

Sent from my iPhone

Sayers, Margery

From: Kelly Balchunas <usf1998@me.com>
Sent: Thursday, January 30, 2020 7:44 PM
To: CouncilMail
Subject: Support for CB-1

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Dear Council Members:

My name is Kelly Balchunas and my children are students at Mount View Middle School and Waverly Elementary School.

I am writing in strong support of CB1-2020.

Despite a recent \$60m renovation and addition to Waverly, the school remains dangerously overcrowded. Children are back in portable classrooms not 2 years post-expansion. At Mount View the hallways are overcrowded to the extent that students prefer to walk outside after lunch rather than swim against the tide in the hallways.

Redistricting did nothing to help our schools. Redistricting for capacity needs to happen in the north. We are negative seats with nowhere to go thanks to Turf Valley. And while I understand that Turf Valley isn't subject to APFO restrictions, unfettered development everywhere else in the north CAN and SHOULD be subject to APFO restrictions. The wait time simply is not enough because there is nowhere near enough infrastructure to continue to support the pace of development.

Our schools have been redistricted and we still do not have enough seats to accommodate all of our current students in a brick and mortar building. CB1 provides essential additional time for our school infrastructure to catch up with the increase to student population from new development. Please vote to approve CB1.

Sincerely,
Kelly Balchunas
D5 resident

Sayers, Margery

From: Irem <iremdemirkan@gmail.com>
Sent: Thursday, January 30, 2020 7:33 PM
To: CouncilMail
Subject: Support for CB1

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Dear Council Members:

My name is Dr. Irem Demirkan and my children are students at Waverly Elementary School, Mount View Middle School, and Marriots Ridge High School.

I am writing in strong support of CB1-2020.

Over the years our children have been impacted negatively due to the overcrowding of the schools. Recently, the student population at Mount View for example, projected to be **106%** for the enrollment period of September 2020-21, **112%** for the enrollment period of September 2021-22 and **114%** for the enrollment period of September 2022-2023.

Our schools have been redistricted and we still do not have enough seats to accommodate all of our current students in a brick and mortar building. CB1 provides essential additional time for our school infrastructure to catch up with the increase to student population from new development. Please vote to approve CB1.

Sincerely,

Irem Demirkan, Ph.D.
617-860-8186
iremdemirkan@gmail.com

Sayers, Margery

From: Caroline Bodziak <cbodziak@aol.com>
Sent: Thursday, January 30, 2020 3:39 PM
To: CouncilMail
Subject: CB1-2020 In support of
Attachments: CB1-2020 Longer school capacity test.docx

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

My written testimony in favor of CB1-2020 is attached.

Thank you,

Caroline Bodziak

Caroline Bodziak
Ellicott City, MD
Jan. 30, 2020

Please vote in favor of CB1-2020, increasing the number of years from four to seven that a development project will have to wait to be built if it continues to fail the school capacity test.

I think all members of the Council have learned that it takes longer than the current 4 year waiting period to build a school – we don't really understand why, but that's the way it is. As the rule stands today, it is next to impossible for Howard County school capacity to keep up with the student population growth, leading to increased school overcrowding and wildly unpopular efforts to redistrict existing schools.

CB1-2020 is a step in the right direction. Please allow our school system the time to increase capacity by extending developers' wait time from four to seven years if they have a consistent failed school capacity test.

Sayers, Margery

From: Mike Keith <iammikesemail@gmail.com>
Sent: Thursday, January 30, 2020 10:34 AM
To: CouncilMail
Subject: CB 1-2020

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Hello,

Please support CB 1-2020! I find it to be weak but a step in the right direction since it's clear that schools need to catch up to development. I hope you also support it and will vote for it on 2/3. My son attends Hollifield Station and the school is so crowded already that there are portables surrounding the recess area, recess is so divided within grades (blacktop vs playground) to keep kids safe, PE has to be overly cautious due to lack of space, he's had to sit 3 to a seat on the bus at times, and so on...this isn't the HoCo we envisioned when we started school here, and of course traffic on 99 where we live has is awful with all the newer development.

Please help and vote in favor of this bill and then hold developers even more accountable, continuing on last year's momentum.

Thank you,
Michael Keith
Ellicott City resident of District 5

--

Sayers, Margery

From: Blackman, Gabrielle <blackman@kennedykrieger.org>
Sent: Thursday, January 30, 2020 10:04 AM
To: CouncilMail
Subject: CB1- 2020

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Dear Council Members:

My name is Gabri Blackman and my children are students at Centennial High School and Dunloggin Middle School. I am writing in strong support of CB1-2020.

Both of my children have classes in portables, and this has been the situation since starting middle school. Both of their schools are overcrowded, making it challenging to get between classes and leading to rules such as not being able to carry backpacks throughout the day at school. Dunloggin Middle School is overdue for updates, and the commencement of these updates may get pushed back even further

Our schools have been redistricted and we still do not have enough seats to accommodate all of our current students in a brick and mortar building. CB1 provides essential additional time for our school infrastructure to catch up with the increase in student population from new development. Please vote to approve CB1.

Sincerely,

Gabri Blackman

District 7

Disclaimer:

The materials in this e-mail are private and may contain Protected Information. Please note that e-mail communication is not encrypted by default. You have the right to request further emails be encrypted by notifying the sender. Your continued use of e-mail constitutes your acknowledgment of these confidentiality and security limitations. If you are not the intended recipient, be advised that any unauthorized use, disclosure, copying, distribution, or the taking of any action in reliance on the contents of this information is strictly prohibited. If you have received this e-mail in error, please immediately notify the sender via telephone or return e-mail.

Sayers, Margery

From: Beth Shaw <bethwshaw@gmail.com>
Sent: Thursday, January 30, 2020 7:14 AM
To: CouncilMail
Subject: Support CB-1!

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Please pass CB-1.

Thank you!
Beth Shaw, District 2

7349 Gardenview Dr, Elkridge, MD 21075

--

Beth Shaw
443-538-2280
bethwshaw@gmail.com

Sayers, Margery

From: Laurie K <laurievjc@yahoo.com>
Sent: Wednesday, January 29, 2020 10:28 PM
To: CouncilMail
Subject: CB 1-2020

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Hello,

Please support CB 1-2020! I find it to be weak but a step in the right direction since it's clear that schools need to catch up to development. I hope you also support it and will vote for it on 2/3. My son attends Hollifield Station and the school is so crowded already that there are portables surrounding the recess area, recess is so divided within grades (blacktop vs playground) to keep kids safe, PE has to be overly cautious due to lack of space, he's had to sit 3 to a seat on the bus at times, and so on...this isn't the HoCo we envisioned when we started school here, and of course traffic on 99 where we live has is awful with all the newer development.

Please help and vote in favor of this bill and then hold developers even more accountable, continuing on last year's momentum.

Thank you,
Laurie Keith
Ellicott City resident of District 5

To Whom It May Concern:

I'm writing in support of council bill 1 regarding new development in areas where schools are overcrowded. For three years my daughter attended a school that was not overcrowded and she got a great education, had space to move and her teachers did not appear as stressed. For the past 7 years she has attended an overcrowded school. Although I think she has had a good education, the stress or overcrowding on her and her teachers has affected the quality of her education and mental health. Among other things there is less space to play and move, her classes are larger and teachers can't notice the emotional needs of students unless they are big troublemakers. She also was redistricted because of overcrowding which added another stress to her, her teachers and to our family. Please do whatever it takes to hold up new development until there are schools to accommodate the children that already live in that community.

Thank you,

Rachel Plotnick

Sayers, Margery

From: Rachel Plotnick <rplotnick@gmail.com>
Sent: Wednesday, January 29, 2020 2:13 PM
To: CouncilMail
Subject: Council Bill 1
Attachments: letter.docx

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Sayers, Margery

From: Puneet Mehrotra <puneetmehrotra81@gmail.com>
Sent: Wednesday, January 29, 2020 12:37 PM
To: CouncilMail
Subject: Support of CB1-2020

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Dear Ms. Jung and other county council members,

I am writing in strong support of CB1-2020.

I live in the Clemens Crossing neighborhood but am being redistricted at the elementary school level from Clemens Crossing to Bryant Woods Elementary school. My children are moving from a school that was at capacity to one that is SEVERELY over capacity, and is a Title 1 school, a combination that should not be tolerated. It is seemingly being done in a series of moves that opened up development in other areas of the county that had been over capacity, but at the cost of putting schools like Bryant Woods over capacity. Essentially, if you look at the entire county, the only capacity is in the West. Yet the development is happening exactly where there is no capacity. Instead the solution appears to be to ship children on buses with a known bus driver shortage that puts their lives and safety at risk, over long distances, to create seats for students in new developments.

You NEED to put the brakes on development until funds have been allocated for adequate school infrastructure for ALL children. That starts with the allocation of funds for new schools from YOU, the county council.

Our schools have been redistricted and we still do not have enough seats to accommodate all of our current students in a brick and mortar building, because our student population size has not been reduced, merely shuffled. CB1 provides essential additional time for YOU to identify the funds to enable our school infrastructure to catch up with the increase to student population from new development. Please vote to approve CB1. Once you have done that, PLEASE focus on finding funds that enable the building of new schools in the areas where development is happening, which is downtown Columbia.

Sincerely,
Puneet Mehrotra
District 4

Sayers, Margery

From: Puneet Mehrotra <puneetmehrotra81@gmail.com>
Sent: Wednesday, January 29, 2020 12:36 PM
To: CouncilMail
Subject: Support of CB1 2020

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Dear Ms. Jung and other county council members,

I am writing in strong support of CB1-2020.

I live in the Clemens Crossing neighborhood but am being redistricted at the elementary school level from Clemens Crossing to Bryant Woods Elementary school. My children are moving from a school that was at capacity to one that is SEVERELY over capacity, and is a Title 1 school, a combination that should not be tolerated. It is seemingly being done in a series of moves that opened up development in other areas of the county that had been over capacity, but at the cost of putting schools like Bryant Woods over capacity. Essentially, if you look at the entire county, the only capacity is in the West. Yet the development is happening exactly where there is no capacity. Instead the solution appears to be to ship children on buses with a known bus driver shortage that puts their lives and safety at risk, over long distances, to create seats for students in new developments.

You NEED to put the brakes on development until funds have been allocated for adequate school infrastructure for ALL children. That starts with the allocation of funds for new schools from YOU, the county council.

Our schools have been redistricted and we still do not have enough seats to accommodate all of our current students in a brick and mortar building, because our student population size has not been reduced, merely shuffled. CB1 provides essential additional time for YOU to identify the funds to enable our school infrastructure to catch up with the increase to student population from new development. Please vote to approve CB1. Once you have done that, PLEASE focus on finding funds that enable the building of new schools in the areas where development is happening, which is downtown Columbia.

Sincerely,
Puneet Mehrotra
District 4

Thank you,

Puneet Mehrotra

Sayers, Margery

From: karen Grieff <kfgrieff@gmail.com>
Sent: Wednesday, January 29, 2020 11:34 AM
To: CouncilMail
Subject: CB1 Support

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

I support CB1 because it doesn't appear to me that the county has been able with the 4 year waiting period to adequately plan for future growth for our schools. It appears that instead of planning, the county just chooses to spend money on shifting students and disrupting our communities. This is terribly disappointing. I hope that in 7 years, the county can look at the root cause and fix our planning and zoning mess.

Karen Grieff
30 year resident of Howard County

Sayers, Margery

From: Bo (Julie) Xie <bxie2005@gmail.com>
Sent: Monday, February 3, 2020 3:59 PM
To: CouncilMail
Subject: Support CB1

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Dear Council Members:

My name is Bo Xie. I live in Ellicott City, MD with my husband and two kids who both attend howard county public schools (Manor Woods Elementary and Mt View Middle School).

I am writing in strong support of CB1-2020.

During the past several years, Manor Woods elementary has experienced serious overcrowding issues with the growing number of students due to new housing development. Many portable classrooms have been built on the school's field which significantly limited the kids outdoor activities. Due to lack of adequate shared space in the school building and in the parking area, the school has to limit parents' involvement in many of the school activities. As a result, I have not been able to attend their school Halloween parade in the past several years which is truly a pity for any parent.

Therefore, I strongly support CB1 as it provides essential additional time for our school infrastructure to catch up with the increase to student population from new development. Please consider the best interest of our students. Please vote to approve CB1.

Sincerely,

Bo Xie

Sayers, Margery

From: Brian Edwards <brianledwards@gmail.com>
Sent: Wednesday, January 29, 2020 6:10 AM
To: CouncilMail
Subject: CB-1 Support

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

I wholeheartedly support CB-1 and putting a pause on the rampant over-development, over-crowding and frequent school redistricting in our county. Looking at the changes made with this year's redistricting, I see what appears to be strategic moves to open up new development such as splitting Valley Mede and moving to 7th closest elementary school which now allows Bethany Glen development to proceed. The roadways, utilities, public water system is all being taxed and we are headed in a very bad direction. I just hope elected officials can see what the vast majority of the tax payers in this county see. I would support re-purposing some of that land for commercial use over high-density residential developments. Time to listen to the folks that elected you!

Thank you

Brian Edwards
Valley Mede Neighborhood
Ellicott City

Sayers, Margery

From: Kevin Cropper <kevincropper@yahoo.com>
Sent: Tuesday, January 28, 2020 9:07 PM
To: CouncilMail
Subject: Council Bill 1-2020 emailed testimony - support

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

I would like to voice my support for slowing growth in areas where schools are overcrowded. APFO should mean adequate!

I also feel new housing construction should be paying a fee towards eventual new school construction (as well as other infrastructure).

Kevin Cropper, Allview Drive, Columbia, MD 21046

Kevin Cropper

PMP CUA CXA
Returned Peace Corps Volunteer
Panama, 2007-2009
443-745-5606

Sayers, Margery

From: Benjamin Simcock <bsimcock26@gmail.com>
Sent: Tuesday, January 28, 2020 8:27 PM
To: CouncilMail
Subject: BILL NO. 1-2020 support

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Hello

I am a resident of ellicott city. I am a parent of two students attending HCPSS specifically MHHS and PMS. I am writing in support of BILL NO. 1-2020. There is simply not enough capacity at these schools to support all of the development in the works. Thanks.

Ben Simcock

Sayers, Margery

From: Anelia Dimitrova <aneia_d@hotmail.com>
Sent: Tuesday, January 28, 2020 6:29 PM
To: CouncilMail; Jung, Deb
Subject: Support for CB1

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Dear Council Members:

My name is Anelia Dimitrova and my child is a students at Clemens Crossing Elementary School.

I am writing in strong support of CB1-2020.

Our schools have been redistricted and we still do not have enough seats to accommodate all of our current students in a brick and mortar building. CB1 provides essential additional time for YOU to identify the funds to enable our school infrastructure to catch up with the increase to student population from new development. Please vote to approve CB1. School overcrowding and infrastructure issues such as use of portable classrooms, lack of adequate shared space in the school building, and deferred maintenance on my child's school building would negatively impact my child.

Sincerely,

Anelia Dimitrova

Sayers, Margery

From: Amanda Ruzicka <aeruzicka12@gmail.com>
Sent: Tuesday, January 28, 2020 3:51 PM
To: CouncilMail
Subject: Testimony for Bill CB-1
Attachments: Testimony for Bill CB-1.docx

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Please find attached written testimony in support of Bill CB-1.

Thank you

I am reaching out to urge you to pass bill CB-1. This bill is long overdue and Howard County owes it to their citizens to stop overdeveloping until they are able to provide adequate public facilities to support this extreme growth.

I, along with many, many families moved to Howard County in pursuit of a great life for my children. Howard County was presented to me as the place where I could provide a quality education and lots of opportunities for my children. When I moved here in 2011 I quickly began to learn that what I was told was not a reality. Houses, townhomes, and apartments began popping up on every square inch of land around me. Multiple classrooms per grade level have been added each year to my children's school and portables added to try to fit in all of the children. Howard county seems to only be focused on making money by approving more and more building. Sadly, the strong push to increase building has not been met with the same push to ensure adequate public facilities including schools to handle the new influx of families. All of the schools around me are over capacity and even those that have been brought down closer to capacity with the 2020 redistricting will soon be above capacity as I continue to watch more and more houses, townhomes, and apartments being built around me.

Why should such building be allowed to continue when schools are above APFO thresholds? Why has this bill been presented three times and each time been turned down? I understand that building brings funds that are necessary to improve and expand our schools, but continuing to build as a way to pull in these funds is not the answer and quite frankly will not work. Citizens are upset and those that are able are choosing to send their children to private schools and leave the county altogether. This constant stress on the communities of Howard County is tearing them apart and bill CB-1 is an opportunity to show these communities you care and want to work to bring them back together and provide them with the facilities they deserve.

Please vote for the citizens of Howard County and not for the developers who are trying to destroy it. Please vote for bill CB-1.

Sayers, Margery

From: Kathryn Patterson <kathrynpatterson0@gmail.com>
Sent: Tuesday, January 28, 2020 10:55 AM
To: CouncilMail
Cc: Jung, Deb
Subject: Support for CB1

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Dear Council Members:

My name is Kathryn Patterson and my child is a student at Clemens Crossing Elementary.

I am writing in strong support of CB1-2020.

My child was redistricted to Bryant Woods Elementary, moving her from an under crowded school to a severely over crowded school. Bryant Woods currently has 3 portables which my daughter would be placed in for third grade. With the moves from redistricting to Bryant Woods, the school administration has expressed a need for up to six additional portables. There is lack of adequate shared space in the school building. The cafeteria and hallways are small and unable to hold the current or future capacity of students. This overcrowding and lack of sufficient facilities negatively impacts my child and interferes with her ability to learn.

Our schools have been redistricted and we still do not have enough seats to accommodate all of our current students in a brick and mortar building. CB1 provides essential additional time for YOU to identify the funds to enable our school infrastructure to catch up with the increase to student population from new development. Please vote to approve CB1.

Sincerely,
Kathryn Patterson

Sayers, Margery

From: Valeriya Gadiyak <gadiyak@hotmail.com>
Sent: Tuesday, January 28, 2020 10:29 AM
To: Yungmann, David
Cc: CouncilMail
Subject: strong support of proposed bill CB1-2020

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Dear Mr. Yungmann and other County Council Members,

Our family (4 voting adults, 2 ES-age kids) are in District 5, and we are writing to you in a strong support of the proposed bill CB1-2020.

The on-going redistricting and moving kids "to accommodate over-capacity issues in schools" clearly doesn't address the issue with over-capacity, but opens up the opportunity for development in the certain areas of the county to add even more stress on schools while adding additional expenses and risks of shipping around current students.

YOU as our elected officials need to listen to the residents NOT developers, and NEED to put the brakes on development until funds have been allocated for adequate school infrastructure for ALL the children. That starts with the allocation of funds for new schools from YOU, the county council.

CB1 provides essential additional time for YOU to identify the funds to enable our school infrastructure to catch up with the increase to student population from new developments.

Please vote to approve CB1. Once you have done that, PLEASE focus on finding funds that enable the building of new schools in the areas where development is happening (for example, downtown Columbia).

Sincerely,
Yakimovich and Gadiyak families

Sayers, Margery

From: Martin Dimitrov <martin.dimitrov@gmail.com>
Sent: Tuesday, January 28, 2020 10:25 AM
To: CouncilMail; Jung, Deb
Subject: Support for CB1

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Dear Council Members:

My name is Martin Dimitrov and my children are students at Clemens Crossing Elementary School and Atholton High School, respectively.

I am writing in strong support of CB1-2020.

School overcrowding and infrastructure issues such as use of portable classrooms, lack of adequate shared space in the school building, and deferred maintenance negatively impact my children.

Our schools have been redistricted and we still do not have enough seats to accommodate all of our current students in a brick and mortar building. CB1 provides essential additional time for YOU to identify the funds to enable our school infrastructure to catch up with the increase to student population from new development. Please vote to approve CB1.

Sincerely,

Martin Dimitrov

District 4

6172 Wooded Run Dr, Columbia, MD 21044

Sayers, Margery

From: Shelley Hintz <shelley.hintz@gmail.com>
Sent: Tuesday, January 28, 2020 10:11 AM
To: CouncilMail
Subject: Support for CB1

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Dear Council,

I am writing in strong support of CB1-2020.

I have one child in Fulton Elementary. I like the school- it is a great facility, great staff, etc. Being newer and larger than many of the older schools in the county, it can probably handle the overcrowding better than other schools. However, there are still issues that make the experience less than ideal:

- There are portable classrooms for the older grades
- There are 8 classes EACH for kindergarten, first grade, and second grade.
- Due to the large numbers, at recess, kids are assigned areas where to play. For example, some days my daughter's recess is "on the blacktop." Even with assigned areas, the sheer number of kids running around in a small area is not great. Last year my daughter was run into by another child twice, once causing a bloody nose, scrapes on her face and head, and time in the nurses office to observe for a possible concussion.
- Only one grade at a time can eat lunch in the cafeteria. That means the older grades don't eat until after 1:30pm.
- The kindergarten graduation had to be outside, because the stage and cafeteria was not large enough to accommodate the group.
- The before and aftercare, offered by parks and rec, had over 70 families on the wait list after the first day of open registration last year.

To alleviate the overcrowding at Fulton, my daughter has been redistricted into another school next year. However, the redistricting is causing the new school, Hammond, to be close to or over 100% capacity. Furthermore, a 400 home development has already been approved within walking distance to the school. Once those houses start going up, I fear how overcrowded Hammond- an older and smaller school- will be. Meanwhile, over at the alleviated Fulton, more building will continue to bring that school up to capacity (and beyond). There are currently not enough seats for the existing kids in schools, yet we let developers build anyway.

CB1 provides essential additional time for our school infrastructure to catch up with the increase to student population from new development. Please vote to approve CB1.

Sincerely,

[Name & District]

Sayers, Margery

From: julie.hotopp@gmail.com
Sent: Tuesday, January 28, 2020 9:58 AM
To: CouncilMail; Jung, Deb
Subject: Support for CB1

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Dear Ms. Jung and other county council members,

I am writing in strong support of CB1-2020.

I live in the Clemens Crossing neighborhood but am being redistricted at the elementary school level from Clemens Crossing to Bryant Woods Elementary school. My children are moving from a school that was at capacity to one that is SEVERELY over capacity, and is a Title 1 school, a combination that should not be tolerated. It is seemingly being done in a series of moves that opened up development in other areas of the county that had been over capacity, but at the cost of putting schools like Bryant Woods over capacity. Essentially, if you look at the entire county, the only capacity is in the West. Yet the development is happening exactly where there is no capacity. Instead the solution appears to be to ship children on buses with a known bus driver shortage that puts their lives and safety at risk, over long distances, to create seats for students in new developments.

You NEED to put the brakes on development until funds have been allocated for adequate school infrastructure for ALL children. That starts with the allocation of funds for new schools from YOU, the county council.

Our schools have been redistricted and we still do not have enough seats to accommodate all of our current students in a brick and mortar building, because our student population size has not been reduced, merely shuffled. CB1 provides essential additional time for YOU to identify the funds to enable our school infrastructure to catch up with the increase to student population from new development. Please vote to approve CB1. Once you have done that, PLEASE focus on finding funds that enable the building of new schools in the areas where development is happening, which is downtown Columbia.

Sincerely,
Julie Hotopp
District 4

Sayers, Margery

From: Kim F <fern.kimberly@gmail.com>
Sent: Tuesday, January 28, 2020 9:55 AM
To: CouncilMail
Subject: Support for CB1

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Dear Council Members: My name is Kimberly Fern and my children are students at Clemens Crossing Elementary School, soon to be moved to Bryant Woods Elementary School.

I am writing in strong support of CB1-2020.

After being especially involved with both my sending and receiving schools over the past few months, and attending many board of education meetings, I can't help but notice a common theme that can no longer be ignored. This theme is how Howard County schools are overcrowded and only going to get worse if we don't do something about it now. Our new redistricted school for next year, Bryant Woods, along with many other schools in the county are having to fight each other in the budget to get portable classrooms due to the extreme lack of adequate shared space in the school building. They are forced to use closets for pullouts because of the lack of space. This is not acceptable for our children. Our schools have been redistricted and we still do not have enough seats to accommodate all of our current students in a brick and mortar building. CB1 provides essential additional time for our school infrastructure to catch up with the increase to student population from new development. Please vote to approve CB1. Sincerely,

Kimberly Fern

Sayers, Margery

From: Melissa Charny <melissa_chnary@yahoo.com>
Sent: Tuesday, January 28, 2020 9:40 AM
To: CouncilMail
Subject: Support for CB1

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Dear council members,

My name is Melissa Charny and my children (went to Clemens Crossing) are rezoned to Bryant Woods Elementary school and Atholton HS.

I am writing a strong support of CB1-2020. Before allowing for more developing we need to handle the overcrowding issues and place emphasis on rebuilding small, crumbling, overcapacity schools.

Currently Clemens Crossing is slated to be 10% overcapacity, Bryant Woods is already utilizing portables for approximately 20% of its student population while it remains a overcrowded Title I school. The building itself (BWES) is over 50 years old now and cannot handle the capacity if we were to allow more building within the county and shifting more students into portables.

How on earth would we allow more students to come into classrooms where there are not enough seats currently? Adding more and more portable classrooms is not an acceptable way to deal with over development. CB1-2020 would Allow Essential additional time for our infrastructure to catch up and acclimate to current populations as well as redistricting.

Of note, Recent studies on air quality have shown dramatic improvements in children's productivity and test scores when placed in classrooms with proper ventilation and circulation. These older, crumbling buildings with multiple mechanical and air quality failures would be incredibly overburdened and become dangerous if we were to allow more and more students access.

Melissa Charny, MS, RN, CNL
(301)-974-1446

Sayers, Margery

From: JENNIFER SPIEGEL <jenallenspiegel@gmail.com>
Sent: Tuesday, January 28, 2020 9:17 AM
To: CouncilMail
Subject: Support for CB1

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Dear Council Members:

I am writing in strong support of CB1-2020.

Our schools have been redistricted and we still do not have enough seats to accomodate all of our current students in a brick and mortar building. CB1 provides essential additional time for our school infrastructure to catch up with the increase to student population from new development. Please vote to approve CB1.

Sincerely,
Jen Spiegel
District 5

Sayers, Margery

From: Janice Jablonski <janice.jablonski@gmail.com>
Sent: Monday, January 27, 2020 8:42 PM
To: CouncilMail
Subject: CB-1 support

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Hello Council,

I'm writing to support the passage of CB-1. Development in the county is booming, and many of our schools are already overcrowded and bursting. By delaying the time between development of new housing, we can slow the pressure on the school system. Obviously, the schools have been struggling to deal with the issue of overcrowding, by responding with redistricting, renovations, and new construction. Give the schools (and community members) a chance to breathe again by passing CB-1!

Thank you,
Janice

Sayers, Margery

From: Christine Matney <matneyfamily@hotmail.com>
Sent: Monday, January 27, 2020 1:02 PM
To: CouncilMail
Subject: CB-1

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

I live in Elkridge, and Support CB1. My children attend Howard County Public Schools and I am in full support of CB 1

Christine Matney

Sent from Christine Matney's iPhone

Sayers, Margery

From: Amy Grutzik <agrutzik@gmail.com>
Sent: Monday, January 27, 2020 11:15 AM
To: CouncilMail
Subject: Testimony on Council Bill 1-2020 (CB1)

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

I am writing in support of Council Bill 1-2020 (CB1) that would extend the APFO waiting period from four to seven years, to allow the County more time to actually fund, site, and build the schools capacity we don't have now. This past fall, the Board of Education approved a County-wide plan for 2020-2021 redistricting more than 5,400 students. Even after this redistricting, the school system still doesn't have enough seats for current students much less student growth. In fact, my children attend Mount View Middle School. It is currently at 108% utilization and projected to be 115% in two years. By 2026 it will be at 122% utilization. There are no plans for a new middle school in Howard County except for adding capacity to a couple of middle schools in 2028 (not Mount View MS). And at that time, will there actually be money to do the additions?

Please support CB1 to help get our students back into brick and mortar classrooms instead of the trailers that many are in.

I appreciate the time you have spent on understanding the workings of APFO and the challenges the school system is facing.

Thank you,

Amy Grutzik
District 5

Sayers, Margery

From: cookapie@aol.com
Sent: Wednesday, January 22, 2020 8:17 PM
To: CouncilMail
Subject: CB1-2020

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

I fully support this bill as proposed. I know it was before the Council last year and did not pass. It seems to me that getting a new school built through the current system skews in favor of the developers, not our school children. I think HCPSS is right in asking for more time (seven years vs. four years) as the minimum amount of time needed to acquire, purchase and build a new school. Priscilla Pitts, 9104 Jefferson St., Savage, MD 20763

Sayers, Margery

From: no-reply@howardcountymd.gov
Sent: Wednesday, January 22, 2020 6:48 PM
To: p_dowell@hotmail.com
Subject: Council - CB1-2020

First Name: Paul
Last Name: Dowell
Email: p_dowell@hotmail.com
Street Address: 6286 Mound Street
City: Hanover
Subject: CB1-2020

Message: I live in District 1 and am writing to demand that you pass CB1-2020. The Council's reckless permissiveness toward development coupled with the HOCO BOE's ineptitude has landed me and my family in a redistricting nightmare that we refuse to accept. It's too late for all the Council and BOE members regardless of what happens as I have already decided to vote against each and every one of you when I get the chance. Stop the bullshit and start promoting reasonable development that is balanced with school capacity. And screw your redistricting...I'm just going to move so my kids are back where they should be. Once they leave for college, screw Howard County because I will leave. Keep up the shitty, irresponsible work.

Sayers, Margery

From: Jennifer Y. Grams <jygrams@gmail.com>
Sent: Wednesday, January 22, 2020 4:22 PM
To: CouncilMail
Subject: CB1-2020 Testimony

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Dear Council Members,

I am writing in support of CB1-2020.

As you probably know, our high school students are taking their mid term exams this week.

What if we told them, don't worry about studying, it's OK if you fail the first 4 times, you'll automatically pass on your 5th try, even if you don't master the content - in fact, the 5th time around, you don't even have to take the test?!

That's essentially what our current APFO schools test does.

And even though CB1 would still allow failing to equal passing, it would at least extend the number of times (or years) before a proposed development automatically passes the test from 4 to 7, giving our school infrastructure critically needed additional time to catch up.

Our Board of Ed recently redistricted over 5,000 of our students. And yet we still have the exact same problem we had before: not enough permanent seats in brick and mortar buildings to accomodate all of our current students - let alone future students.

What's the solution? It's complex, for sure. Two of the essential elements are MONEY and TIME. You've already taken the step to provide additional MONEY through the passage of CB42 last year. While not perfect, it brings the cost of adding a new student seat from new development closer to the actual cost, and we are very appreciative of that.

Now it's time to address TIME. CB1 provides essential additional time for our school infrastructure to catch up with the increases to student population from new development. Please vote to approve CB1.

Thank you for your consideration.

Jennifer Y. Grams
Ellicott City, MD

Sayers, Margery

From: Laura Wisely <laura.wisely@gmail.com>
Sent: Wednesday, January 22, 2020 3:36 PM
To: CouncilMail
Subject: Support CB-1
Attachments: CB-1 2020.docx

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Dear Council Members:

My name is Laura Wisely and my children are students at Elkridge Elementary School and Elkridge Landing Middle School.

I am in writing in strong support of CB1-2020.

Living in the Rt. 1 corridor of Elkridge, I feel the effects of overcrowding in our schools. I also feel the effects of high density with the lack of adequate infrastructure in our area as well. There is no high school located in the Elkridge planning district and yet we are 1/7th of Howard County population. More time is needed to build schools.

Please support CB-1-2020.

Sincerely,

Laura Wisely
District 1

Sayers, Margery

From: Harris, Michael
Sent: Wednesday, January 22, 2020 11:28 AM
To: Sayers, Margery
Subject: FW: MBIA Written Testimony re. CB1-2020
Attachments: MBIA Opposition Letter to CB1 – APFO Retesting.pdf

From: Angelica Bailey <abailey@marylandbuilders.org>
Sent: Tuesday, January 21, 2020 5:28 PM
To: Jung, Deb <djung@howardcountymd.gov>; Williams, China <ccwilliams@howardcountymd.gov>; Rigby, Christiana <crigby@howardcountymd.gov>; Facchine, Felix <ffacchine@howardcountymd.gov>; Walsh, Elizabeth <ewalsh@howardcountymd.gov>; Dvorak, Nicole <ndvorak@howardcountymd.gov>; Yungmann, David <dyungmann@howardcountymd.gov>; Kittleman, Mary <mkittleman@howardcountymd.gov>; 'Opel Jones' <opel@opeljones.com>; Harris, Michael <mrharris@howardcountymd.gov>
Cc: Sidh, Sameer <ssidh@howardcountymd.gov>; Ball, Calvin <cball@howardcountymd.gov>
Subject: MBIA Written Testimony re. CB1-2020

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Good Evening,

Please find MBIA's written testimony attached re. CB1-2020. I will also be testifying this evening.

Thanks in advance for your consideration, & I hope you all had a nice holiday!

Angelica

Angelica Bailey, Esq.
Vice President of Government Affairs
abailey@marylandbuilders.org
Maryland Building Industry Association
11825 W. Market Place
Fulton, MD 20759
Cell: 202-815-4445
Dir: 301-776-6205
Ph: 301-776-MBIA



Advocate | Educate | Network | Build



11825 West Market Place | Fulton, MD 20759 | 301-776-6242

January 21, 2020

Re: OPPOSITION TO CB1-2020 – APFO Retesting

Dear Chairwoman Jung and Members of the Howard County Council:

The Howard County Chapter of the Maryland Building Industry Association (MBIA) writes in opposition to Council Bill 1-2020, which would increase the maximum length of time for which a project must be retested under the school capacity test of the Adequate Public Facilities Act of Howard County.

The Howard County Council passed a bill in 2018 attempting to address school capacity which essentially shut down building in Howard County for five years. Our industry worked hard to show the Council that such legislation was not only unnecessary, it was damaging; existing APFO was effective, and halting development would not actually address the underlying challenges relating to school capacity. We further predicted that stopping development would cost the County millions of dollars each year in lost building-related fees and taxes. Meanwhile, funding for new school construction, paid in part by developer impact fees, would diminish and school crowding will increase.

These arguments were validated by the Spending Affordability Advisory Committee Report, which found that revenues have not kept pace with the demands for County services and capital investment. These issues will only get worse without intervention. The Report credits the APFO guidelines adopted in 2018 as the primary factor; the APFO amendment passed in 2018 is projected to result in foregone revenues of \$138 million in the next five years. As a result, Howard County will soon be unable to continue its current level of service.

CB1 proposes to extend the length of time during which projects must wait for school capacity in Howard County, which flies in the face of the Report and is a direct contradiction to the County's best interests. Extending the schools test would further lower the County's budget and its ability to provide public services, strain the existing tax structure, require cuts to public and private work forces, lower the County's bond rating, decrease availability of affordable housing, and destroy the County's previous reputation for business friendliness.

Furthermore, this legislation was heard by the Council and failed in 2019. MBIA is unclear why this bill was reintroduced when nothing has changed; in fact, the County's fiscal health will worsen as a result of the School Facilities Surcharge and Forest Conservation Act bills passed by the Council at the end of 2019. Now is not the time to pass further restrictive legislation.

For these reasons, the MBIA is opposed to this legislation, and asks you please vote against Council Bill 1-2020.

Thank you for your attention to this issue and your continued support of the local home building industry. If you have any questions about these comments and would like to discuss MBIA's position further, please do not hesitate to contact me at abailey@marylandbuilders.org or (202) 815-4445.

Best regards,

A handwritten signature in black ink, appearing to read "Angelica Bailey".

Angelica Bailey, Esq., Vice President of Government Affairs

Cc: Councilman Opel Jones
Councilmember Christiana Mercer Rigby
Councilman David Yungmann

County Executive Calvin Ball
Sameer Sidh, Chief of Staff to the County Executive
Councilmember Elizabeth Walsh

Sayers, Margery

From: Amy Morrison Baker <a.morrisonbaker@gmail.com>
Sent: Tuesday, January 21, 2020 9:13 PM
To: CouncilMail
Subject: CB 1-2020 Bill to Increase Wait times for APFO

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

I support CB 1-2020.

Thank you,
Amy Morrison Baker

Sayers, Margery

From: crisfar <crisfar@aol.com>
Sent: Tuesday, January 21, 2020 9:09 PM
To: CouncilMail
Subject: Supporting CB1

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Hi

I'm a parent of 2 How co students. The recent school redistricting was awful to go thru. I believe one of the main issues is allowing builders to come build when no school capacity or funds. I fully support this bill

Thanks

C. Thomas. In Columbia MD

Sent from my Verizon, Samsung Galaxy smartphone

Sayers, Margery

From: Angela Katenkamp <akatenkamp@gmail.com>
Sent: Tuesday, January 21, 2020 6:37 PM
To: CouncilMail
Subject: CB1-2020
Attachments: CB1-2020 testimony.docx

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Please see my attached testimony and vote for CB1-2020.

Sincerely,

Angela Shiplet
D1 Resident

Dear Council Members:

I have been an Elkridge resident since I moved to Howard County in 2003. I have three children at Elkridge Elementary school. Howard County Public Schools are touted as one of the best school systems in the country. I would have never imagined that one of the biggest issues facing the lives of my children is having to attend overcrowded schools their entire school careers. When my son started Kindergarten it was the first year Ducketts Lane Elementary school opened up. His school, due to the relief Ducketts provided had an enrollment of approximately 880 students. Since his Kindergarten year enrollment at EES has steadily increased each year. This increase has continued to occur even after the opening of Hanover Hills Elementary in Fall of 2018. This year there are approximately 930 students and more are enrolling every day. This is his last year at EES, his entire 6 years in elementary school will have been spent in an overcapacity school. Attending an overcrowded school has both academic and social impacts. EES will receive a little relief from the redistricting plan approved this past December. However, it will still remain about 100 students over its capacity of 760 students. At this point, I have little faith that any of my children will ever attend a school that is not overcrowded unless the County Council and HCPSS work together to fix capacity issues. HCPSS needs the County Council's help in creating legislation that helps adequately cope with the increased enrollment this county has seen and will continue to see.

Having a vested interest in the school system, I have been staying informed about the school construction process. Four years is not enough time to locate a site for a school, plan, and construct it. A minimum of 5 years is needed- and that is if a site already exists. As you may know, there are not many properties in the school's landbank. It is essential that CB1 is passed to help give more time for the school system to catch up to the demand. Seven years will allow for more careful site selection. Having 7 years will also help reduce the need to redistrict children more than once during their time at a particular school. HCPSS will better able to anticipate future development so that redistricting moves can be made in anticipation of what is to come instead of being reactionary.

Please, vote for CB1.

Sincerely,

Angela Shiplet

Sayers, Margery

From: Shari Orszula <shariorszula@comcast.net>
Sent: Tuesday, January 21, 2020 5:54 PM
To: CouncilMail
Subject: I support CB1-2020

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Dear Council Members:

My name is Shari Orszula and I have two children attending public school in Howard County.

I am writing in strong support of CB1-2020 to increase the APFO wait time from 4 to 7 years.

For many years now, I have watched as HCPSS opened new schools to capacity and then quickly added portables.

Our schools have now been redistricted and we still do not have enough seats to accommodate all of our current students in a brick and mortar building. CB1 provides essential additional time for our school infrastructure to **try** and catch up with the increase to student population from new development. I urge you to support CB1.

Sincerely,

Shari Orszula
District 1, Ellicott City

Sayers, Margery

From: J Rivlin <charmcity18@gmail.com>
Sent: Tuesday, January 21, 2020 5:27 PM
To: CouncilMail
Subject: Support for HoCo CB 1-2020 Bill to Increase Wait times for APFO

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Hello County Council,

Thank you for taking the time to consider this important legislation.

I hereby support this bill and encourage you to enact it.

Sincerely,
Jonathan Rivlin
District 1
Font Hill

Sayers, Margery

From: John Garber <jgar2002@msn.com>
Sent: Tuesday, January 21, 2020 5:19 PM
To: CouncilMail
Subject: In support of CB1-2020

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Dear Council Members,

I urge you all to support CB1-2020 extending the potential wait time for a development to 7 years instead of four. Clearly, given our financial troubles, the HCPSS simply cannot acquire land and build a new facility in less than 7 years. Continuing to cram additional students in already over crowded schools is a great disservice.

This bill will not put a halt to development. The contentious redistricting process has served to prove that redistricting alone cannot solve our over crowding problems. There will still be some schools closed to development due to overcrowding. A pause in those areas is warranted.

Thank you for your consideration.

John Garber
North Laurel/Savage

Sayers, Margery

From: Laura Hettinger <ellehettinger@gmail.com>
Sent: Tuesday, January 21, 2020 5:07 PM
To: CouncilMail
Subject: Support for CB1

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Dear Council Members,

Thank you for your work on our behalf! I would like to encourage your support of CB1. As a mom of two HCPSS students, PTA president and happy homeowner in Columbia, I support this bill.

Best regards,
Laura Hettinger
8483 Kings Meade Way
District 3

Sayers, Margery

From: MICHELLE WINEBERG <michelle.wineberg@verizon.net>
Sent: Tuesday, January 21, 2020 4:36 PM
To: CouncilMail
Subject: Support for CB1

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Dear Council Members:

My name is Michelle Wineberg and my child is a student at Reservoir High School-Fulton, MD.

I am writing in strong support of CB1-2020. Our school has almost 1,650 students this year, but our school capacity is capped at 1,551 before the use of portables. Our school pulls from Clarksville, through Fulton, down to North Laurel, and has a huge social and economical diversity range. With the increase of class sizes, portable use, and traffic issues, we have also seen a rise in behavioral and crime issues at our school. The over development in our area has most assuredly increased our enrollment. We have so many buses that are used to transport our population home, and most of them only are able to wait a couple minutes after school for students to load, because traffic leaving is such an issue. This leaves many students missing their bus ride home, which creates conflicts for parents then having to leave work to pick them up. There are so many students at our school that are now able to drive, which creates even more traffic issues. I drive by new housing developments in our zone, and know that this time next year, we will have even more students attending our school.

Our schools have been redistricted and we still do not have enough seats to accommodate all of our current students in a brick and mortar building. CB1 provides essential additional time for our school infrastructure to catch up with the increase to student population from new development. Please vote to approve CB1.

Sincerely,

Michelle Wineberg
Reservoir High School

Sayers, Margery

From: ana maldonado <anamaldonado2001@yahoo.com>
Sent: Tuesday, January 21, 2020 4:36 PM
To: CouncilMail
Subject: Cb 1

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Dear Council Members,

My name is Ana Maldonado. I have two daughters attending Veterans Elementary in grades 3 and 5.

I am writing in strong support of CB1.

I believe it is the correct measure to address our growing problem with school overcrowding.

Thank you.

Attentively,

Ana Maldonado

Sent from my iPhone

Sayers, Margery

From: Alexa Chestnut <lexchestnut@gmail.com>
Sent: Tuesday, January 21, 2020 4:28 PM
To: CouncilMail
Subject: Support CB1

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Subject: Support for CB1

Dear Council Members:

My name is Alexa Chestnut. I am a teacher at HSES and my children are students at TSES and OMMS. We have all been negatively impacted by overcrowding at our respective schools. The need for new schools has repeatedly deferred maintenance on most of the Oakland Mills community schools, as well as created a need for portable classrooms away from the safety of the main buildings.

I am writing in strong support of CB1-2020.

Our schools have been redistricted and we still do not have enough seats to accommodate all of our current students in a brick and mortar building. CB1 provides essential additional time for our school infrastructure to catch up with the increase to student population from new development. Please vote to approve CB1.

Sincerely,

Alexa Chestnut
Council District 2

Sayers, Margery

From: Angela Hammond <angelpris@aol.com>
Sent: Tuesday, January 21, 2020 3:32 PM
To: CouncilMail
Subject: CB1

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

To Howard County Council--The current school waiting period of 4 years should not be extended to 7 years and I oppose CB-1.
Thank you for your time. Angela Hammond, Ellicott City, Maryland

Sayers, Margery

From: Bruce Taylor <btaylor@taylorservice.com>
Sent: Tuesday, January 21, 2020 2:57 PM
To: CouncilMail
Cc: Ball, Calvin
Subject: Testimony against CB-1
Attachments: Testimony vs. CB-1 2020 0120.pdf

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Attached please find our letter testifying against CB-1, with the text repeated below:

January 20, 2020

Testimony against CB-1

To: Howard County Council (councilmail@howardcountymd.gov)
County Executive Dr. Calvin Ball (CalvinBall@howardcountymd.gov)

We are opposed to CB-1. This bill failed previously for good reason and should not be passed now.

CB-1 contains no grandfathering provision for projects which started the development process with expectations under the existing code. The current code when introduced included grandfathering provisions at 16.1105 (a) and 16.1107(b) recognizing the importance of such provisions.

The economic impact of CB-1 will most assuredly be negative, but has not been addressed in the legislation.

We anticipate that if passed CB-1 will have a negative impact on some of our projects.

We urge you not to pass CB-1 or if you feel it must be enacted, to include grandfathering for projects in the pipeline.

Sincerely,

Bruce T. Taylor, M.D.
Taylor Property Group
8 Park Center Court, Suite 200
Owings Mills, MD 21117-5616

Office: 410-465-3674
Cell : 410-868-9871



TAYLOR
PROPERTY
GROUP

January 20, 2020

Testimony against CB-1

To: Howard County Council (councilmail@howardcountymd.gov)
County Executive Dr. Calvin Ball (CalvinBall@howardcountymd.gov)

We are opposed to CB-1. This bill failed previously for good reason and should not be passed now.

CB-1 contains no grandfathering provision for projects which started the development process with expectations under the existing code. The current code when introduced included grandfathering provisions at 16.1105 (a) and 16.1107(b) recognizing the importance of such provisions.

The economic impact of CB-1 will most assuredly be negative, but has not been addressed in the legislation.

We anticipate that if passed CB-1 will have a negative impact on some of our projects.

We urge you not to pass CB-1 or if you feel it must be enacted, to include grandfathering for projects in the pipeline.

Sincerely,

Bruce T. Taylor, M.D.

Bruce T. Taylor, M.D.

Sayers, Margery

From: Lisa Soto <lsoto675@gmail.com>
Sent: Tuesday, January 21, 2020 2:18 PM
To: CouncilMail
Subject: Support for CB1-2020

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Dear Council Members,

My name is Lisa Soto and I have a grandson that currently attends Saint John's Lane Elementary School. He has been re-assigned to Manor Woods Elementary School for School Year 2020-21 due to the massive 5,400 student redistricting that has just occurred. One-half of the students within the Valley Mede community will now be forced to access Route 40 and travel back and forth to elementary school which adds an increase in traffic to an already busy and dangerous road. These students will also be required to cross Route 40 at the Middle School level since their new Middle School assignment is Burleigh Manor Middle School.

The Northern Region schools in the Route 40 corridor are over-capacity. What is the long-term plan to grant relief to these schools, especially at the Elementary Level? The proposed HCPSS Capital Improvement Plan reflects that the much needed Turf Valley Elementary School has now been pushed back until 2031. This is eleven years from now! How are we to manage until then?

I strongly support CB1-2020. Our schools have been redistricted and we still do not have enough seats to accommodate all of our current students in a brick and mortar building. CB1 provides essential additional time for our school infrastructure to catch up with the increase to student population from new development. Please vote to approve CB1.

Thank you,

Lisa Soto
Ellicott City

--

Sayers, Margery

From: Ellen Sowry <ellenbsowry@yahoo.com>
Sent: Tuesday, January 21, 2020 2:00 PM
To: CouncilMail
Subject: Council Bill 1-2020

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Good afternoon-

I am writing in support of Council Bill 1-2020. As a parent and a PTA President, I am well aware of the effects that irresponsible development has had on our County's school system. I do not believe that it is acceptable for developer interests to be placed above the needs of our student and educators. This bill will help with problem by allowing the additional time needed for the county to actually fund, site, and build the school capacity. Thank you for your time and consideration.

Sincerely,
Ellen Sowry
5008 Green Bridge Rd
Dayton, MD 21036

Sayers, Margery

From: Elizabeth Fixsen <efixsen@yahoo.com>
Sent: Tuesday, January 21, 2020 12:48 PM
To: CouncilMail
Subject: CB1-2020

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Dear Members of Howard County Council --

I urge you to support CB1-2020, to increase to seven years the length of time a developer must wait before building new developments in a neighborhood where schools are already filled to or over capacity. This is the usual length of time it takes for the county to build new schools (or expand existing schools or redistrict) to address increased school population.

The current length of time - four years - is not sufficient time for the county to address school overcapacity. If the developers can proceed to build even though the local schools are over-crowded, the new development just makes the overcrowding worse.

Contrary to what developers will say, this does NOT stop development, it only slows it down until adequate facilities can be provided, and this benefits all the students of Howard County and their families.

Respectfully,

Elizabeth Fixsen
8394 Commercial Street
Savage, MD 20763

Sayers, Margery

From: Stacy Pomeroy <stacyg65@hotmail.com>
Sent: Tuesday, January 21, 2020 12:44 PM
To: CouncilMail
Subject: Supporting CB1-2020

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

I wanted to take a moment to state that we support CB1-2020 and would like to see all council members also support. Even with the last go at redistricting, our schools are still severely overcrowded and we need to find another way deal with this issue before allowing developers to continue to build.

Stacy & Ray Pomeroy
9112 Windemere Way
Savage, MD 20763

Sayers, Margery

From: Becki Vivrette <rvivrette@gmail.com>
Sent: Tuesday, January 21, 2020 12:40 PM
To: CouncilMail
Subject: Testimony Support CB-1

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

I am submitting this testimony today with my strongest support for CB-1 and urge you to pass this bill for the future of our children and communities. I am going to speak simply and bluntly in my testimony, because frankly, I am downright frustrated with the inability of our county government to listen and ACT on behalf of the best interests of their constituents. I am disappointed that various forms of this bill have been brought before you and previous councils, now for the fourth time, with no meaningful action. I am asking that this council have the courage to stand up to developer interests and do what you were elected to do – and that is to represent the best interests of the citizens of Howard County, not the usual developer suspects. I know that most of you have received money from these usual suspects to fund your campaigns, but that does not preclude you from doing the right thing for your constituents. You will continue to hear doom and gloom stories from developers and their associates about how terrible this bill will be for county revenue, that we will “scare off” the developers from coming to Howard County, and how we are approaching a recession and cannot afford to make “cuts” to our revenue stream by increasing APFO wait times. Most of these assertions are based in flawed reports and biased data with no validity whatsoever.

I will admit, there is something tangible that this County truly cannot afford – and that is the Talbott Springs renovation/addition, the Hammond High School renovation/addition, and any illusion of High School 14, given that we will be approaching 110% enrollment countywide the minute High School 13 is completed. And why is that? It’s because we simply cannot keep up with the pace of student growth in this county, particularly in the Northeast and Southeast and along the Route 1 corridor, where investment in infrastructure has been kicked down the road for decades. If anything, CB-1 falls short of what we truly need in Howard County, and that is permanent waiting periods until schools are under APFO thresholds. But CB-1 is a step in the right direction. Members of this council said they would be willing to look at this bill again after a comprehensive redistricting occurred. Well, it did occur, and now the time has come for you to do your part to address school overcrowding. It is the responsibility of ALL of our elected officials, from the state delegation, to the county executive, to the council, and the BOE. The community is tired of the deflection of responsibility. All we are asking is for you to do your part by passing CB-1. It really is that simple.

If you are in tune with the pulse of Howard County citizens, you will hear that irresponsible development, land use, and zoning practices are a non-partisan issue of great concern. It is an issue that republicans, democrats, and independents agree on and care about deeply. We are paying attention to these issues now more than ever before. The community is engaged, and the time is LONG overdue to pass this bill. Pass CB-1 without hesitation. The welfare of our children and our communities depend on it.

Becki Vivrette

Columbia, District 4

Sayers, Margery

From: Heather Dalwadi <heather.dalwadi@gmail.com>
Sent: Tuesday, January 21, 2020 11:40 AM
To: CouncilMail
Subject: In Favor of CB1-2020

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Dear County Council members,

I am writing to support the County Council Bill (CB1-2020) that would extend building wait times when schools are overcrowded. As a parent of two young children at SJLES, having recently been moved school districts due to over-crowding, I believe that this bill is ESSENTIAL. Otherwise we will never be able to solve our school over-crowding issues and it is unfair to over-burden our teachers, schools and children. Please consider voting for this important bill. Howard County parents are watching this closely.

Sincerely,

Heather Dalwadi
3138 Elmmede Rd.
Ellicott City, MD

Sayers, Margery

From: Carolyn Weibel <carolinasandsunsurf2@gmail.com>
Sent: Tuesday, January 21, 2020 11:07 AM
To: CouncilMail; Carolyn Weibel
Subject: CB 1-2020: FOR

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Good morning, County Council Members,

I am FOR CB 1-2020, increasing the APFO wait time from 4 to 7 years. Let's give our infrastructure the opportunity to catch up.

Thank you,

Carolyn Weibel
Longview Drive, Valley Mede
District 5

Sayers, Margery

From: Laura Baker <laurarowanbaker@gmail.com>
Sent: Tuesday, January 21, 2020 10:10 AM
To: CouncilMail
Cc: Tom Baker
Subject: Writing in support of CB-1

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Hello,

I live in District 1 and am writing today in support of CB-1.

Overdevelopment in Elkridge has led to overcrowded schools. Even though the latest 2 elementary schools have been built in Elkridge, we still have almost 950 students at EES in a school meant for 760 students. Current APFO laws allow new development projects to begin in an overcrowded school district after a four-year waiting period, regardless of student capacity. CB-1 would push this waiting period out to seven years. Seven years is the estimated time to properly plan and execute construction of a new school.

Thank you for your consideration,

Laura Baker
6000 Florey Rd, Hanover, MD 21076
laurarowanbaker@gmail.com

January 18, 2020



Sierra Club Howard County

RE: Support for CB1 – Increasing the number of years a proposed development must wait after failing the school capacity test.

The Sierra Club supports this legislation as it allows for school systems to use the housing capacity test as a tool for thoughtful and smarter growth. It is extremely important in a time of rapid development for the school system to maintain its esteemed status by having the time to adjust properly to increasing student populations.

The current law allows school systems 4 years to adjust to the request for additional capacity. Schools must undertake the difficult task of redistricting, renovating, or building new schools. Changing the permitting process to extend the periods of testing the schools from 4 to 7 years will help the county to better prepare for the anticipated increase in students, and give them a more reasonable time frame to make needed infrastructure changes.

Allowing the schools additional time will give the school system a way to increase school capacity along with demand, to pace their development, and to realize and accrue necessary funds from the recent increase in impact fees.

We know this can work, as nearby counties have similar wait times already in place. Carroll and Ann Arundel Counties test for 6 years and Calvert County tests for 7 years.

School overcrowding threatens to undermine the process of learning and the outstanding reputation of Howard County's Public Schools. Passing this bill would allow more time to balance the attendance rates for schools and prepare for appropriate class sizes. This will benefit the entire function of the schools from the principal to the teacher and most importantly, the student.

Please support CB1.

Thank you.

Carolyn Parsa
Chair, Howard County Sierra Club



HOWARD COUNTY COUNCIL
AFFIDAVIT OF AUTHORIZATION
TO TESTIFY ON BEHALF OF AN ORGANIZATION

I, Carolyn Parsa, have been duly authorized by
(name of individual)

Smarter Growth Alliance for Howard County to deliver testimony to the
(name of nonprofit organization or government board, commission, or task force)

County Council regarding CB1 & CR14 to express the organization's
(bill or resolution number)

support for / opposition to / request to amend this legislation.
(Please circle one.)

Printed Name: Carolyn Parsa

Signature: 

Date: January 21st 2020

Organization: Smarter Growth Alliance for Howard County (Preservation Maryland)

Organization Address: 3600 Clipper Mill Rd, 248, Baltimore, MD 21211

3600 Clipper Mill Rd, 248, Baltimore, MD 21211

Number of Members: 20 member organizations representing over 30,000 HoCo Residents

Name of Chair/President: Kimberly Golden Brandt

This form can be submitted electronically via email to councilmail@howardcountymd.gov no later than 5pm the day of the Public Hearing or delivered in person the night of the Public Hearing before testifying.

Meg Ricks
Elkridge D1

No one should be against a maximum APFO wait time that accurately reflects the time it takes to address adequate schools to keep up with growth. If it takes five years at a *minimum* to build a high school, *if* we already have the land, and that's a big *if*, and currently the maximum wait time is four years, that's a problem. The adequate public facilities ordinance is supposed to ensure adequacy of our public facilities not to ensure developer profits are maximized. Remember, you work for us, the residents, tax payers, and voters of this county, not the developers.

This law is meant to be our check on growth in the areas where our infrastructure needs time to catch up. I fully support CB-1 and implore you to pass it as written. Please do not create amendments that weaken this important check on growth or which might create perverse incentives like exemptions that would encourage building in a way that concentrates poverty in certain overcrowded schools.

This is my family's 11th year in the Howard County Public School System and my 10th year as a PTA officer and volunteer at a school that is large, overcrowded, and above average for FARMs rate. I've seen first-hand the problems that overcrowded schools face. Our most vulnerable students need additional support and in a large, overcrowded school, that is nearly impossible. We're a growing county, but our schools are constantly expected to do more and more with less and less.

My children haven't known anything else. Neither my oldest daughter, nor any of the other 1900+ students currently at Howard High will see any relief from HS 13. They will all have graduated before it opens. Redistricting can only do so much when large swaths of the county are overcrowded. This is why we can't wait. HS 14 will be necessary long before it's anything more than an empty promise. We are headed towards being overcapacity system wide at all levels. We've got some catching up to do.

The developers will find a way to continue their profitable business- building in areas that aren't constrained. Growth will continue, hopefully in a more balanced way. In the long run, maintaining the quality of life in Howard County and our commitment to investing in excellent schools for *all* Howard County children will benefit all of us, even the developers.

Thank you Council Member Walsh, for your work on this bill and thank you all of you for your time and attention.



HOWARD COUNTY COUNCIL
AFFIDAVIT OF AUTHORIZATION
TO TESTIFY ON BEHALF OF AN ORGANIZATION

I, Lisa Markovitz, have been duly authorized by
(name of individual)

the People's Voice to deliver testimony to the
(name of nonprofit organization or government board, commission, or task force)

County Council regarding CB1-2020 to express the organization's
(bill or resolution number)

support for / opposition to / request to amend this legislation.
(Please circle one.)

Printed Name: LISA MARKOVITZ

Signature: [Handwritten Signature]

Date: 1/21/2020

Organization: the people's voice

Organization Address: 3600 Saint John's Lane Suite D

Ellizott Ctr MD 2643

Number of Members: 3327 (Harand)

Name of Chair/President: Lisa Markovitz

This form can be submitted electronically via email to councilmail@howardcountymd.gov no later than 5pm the day of the Public Hearing or delivered in person the night of the Public Hearing before testifying.

Lisa Markovitz
The People's Voice – Ellicott City
CB1 – Support

You will hear a lot of testimony that sounds familiar on this Bill, and not just because this is a repeat Bill, but because we always hear the same arguments for and against when discussing strengthening APFO. When we hear all the reasons why we cannot possibly hold up development longer, do we also hear alternative solutions to the overcapacity problem from those opponents, besides just redistricting? No.

We hear that we will lose money, but when infrastructure is this strained, development is not so profitable. We hear we will lose affordable housing supply, but when development pays a fee-in-lieu of providing moderate affordable housing, then the REALITY is that slowing development does not hold up that supply, and specific affordable projects for lower income, are exempt from prior APFO strengthening already.

We have many trailers, and no end in sight of development, redevelopment and a large, long pipeline of new residential units. Redistricting eases capacity numbers sure, but then development fills things up almost immediately. Recently, I have seen projects change plans from age-restricted to market plans, because redistricting is opening up some districts. Redistricting is not the only answer.

It is difficult to get enough funds to provide for increased capacity. We see how much money and time it takes to get schools built or renovated. There are plans to add school capacity, but the data shows that even when that is realized it will be about a third of the estimated new enrollment between now and then. So, what do we do?

We need to use APFO and allocations as actual Planning tools. Someone, somewhere, planning, on this issue, please. Not just talking about affects on sectors, or offsetting interests, but solving a problem. Why shouldn't we use longer APFO waits to LESSEN the incentive to build where it would cause the most problem? That would increase the incentive to build elsewhere, where there are

less overcrowded schools, to avoid the wait. I don't just mean the West where not having public sewer is limiting, but the East's capacities are only going to last so long too. Will there be so many trailers one day that we have to implement a bathroom schedule?

One thing we do know for certain is that what we are doing and/or not doing for a long time now, isn't working. If you look at other counties, several have longer school waits than we do, and yet, we have not heard of them being sued for "takings" of private property rights.

Anne Arundel max six years, Calvert County is at seven years. In December of 2019, Frederick County lowered the rate of overcapacity to 100%, and a five year wait was created. In Harford, the wait is unlimited in several of the most overcrowded regions with a 110% rate. Baltimore County has regional areas with unlimited waits, and Montgomery County has moratoriums over 120% period. What a bunch of huge differences.

Also, it takes three years for projects to get through DPZ. A wait that occurs for all, already anticipated. What portion of this is concurrent with APFO? The halt isn't really 4 extra years now. Add to that, Howard is unique in our allocations test, which when received, goes immediately to the first School test, and so depending on what month that occurs, a project can take a school capacity test twice in its first year. Please keep these issues in mind if you feel 7 is too long.

If you find that this Bill cannot get enough support to pass, I suggest discussing a compromise. At least apply the 7 year wait to schools that are over a certain percentage overcapacity, 120% or more. A flat no vote on this, is NOT supporting our School System, please work on it and get us some sort of improvement at least.

Thank you.



HCCA

Howard County Citizens Association

Since 1961...

The Voice Of The People of Howard County

Date: 21 January 2020

Subject: HCCA FAVORS the Passage of CB1-2020

Good Evening. My name is Stu Kohn and I am the President of the Howard County Citizens Association, HCCA testifying on their behalf. We are by all means in favor of CB1-2020 just as we were for CB17-2019 when we testified in April. You can review our testimony in the attachment. We want to once again give Councilwoman Liz Walsh all the credit in an attempt to do something positive to ensure the future of our County is sound by introducing sensible measurements. We also want to continually thank Councilwoman Jung for her full support and voting in favor of CB17.

Clarence Darrow stated, "History repeats itself and that's one of the things that's wrong in history." We are hoping that Councilpersons Jones, Mercer, and Yungman fully realize our County cannot continue to do business as usual. When CB17-2019 was heard there was testimony from the Affordable Housing advocates that the Bill if passed would be extremely harmful. We, by all means want to see as much Affordable Housing as is warranted, but how does the passage of CB1 or CB17 endanger the goal. The Affordable Housing – Howard County Housing Affordability Coalition testified on CB17 and stated, "This proposed legislation also presents the potential unintended consequence of curtailing development of Moderate Income Housing Units (MIHUs). This program is the primary vehicle for ensuring equitable distribution of affordable units throughout the county." The real impediment is that the County permits the developers to pay their way out by the fee-in-lieu method to override the ability to really promote Affordable Housing. Perhaps when the fee-in-lieu process is ever eliminated those who were against CB17-2019 might be more optimistic about CB1-2020 and redistricting would not be a consequence.

You also heard from the Builders Association which stated, "That extending the schools test would further lower the County's budget and its ability to provide public services, strain the existing tax structure, require cuts to public and private work forces, lower the County's bond rating, decrease availability of affordable housing, and destroy the County's previous reputation for business friendliness." They also stated CB17 proposes to extend the length of time during which projects must wait for school capacity in Howard County, which flies in the face of the Report and is a direct contradiction to the County's best interests." Can this be unequivocally proven?

You heard from the School Board that "given the many factors that influence population and student growth, as well as the many factors that impact Howard County revenues, we recommend continued collaborative discussions on CB17-2019, taking into account APFO, school facilities surcharges, and the overall educational needs of our county." They further stated, "Through a review of other APFO regulations throughout Maryland, HCPSS staff indicates Anne Arundel and Calvert Counties both have wait periods of six years - two years beyond the current four years in Howard County. Other options, where a county does not specify a wait time, include placeholders within a Capital Improvement Program, or the option for a developer to present mitigation strategies that are approved by the Board." All one has to do is look at the proposed school budget for FY2021 where the total request will be 964.1 million dollars which is 62.7 million more than last year's approved budget. Are we going to

continuously see such a monumental increase in the future? Just look at CR98-2019 the proposed housing unit allocation chart which has been tabled. The question is quite apparent why do we see in 2022 thru 2024 a substantial increase in the number of housing unit allocations? Can we afford this?

We currently are faced with having 234 trailers and who knows how many more? Now we are in a major redistricting situation. With this situation CB1 should be unanimously passed if we really care about the best education and environment for our children, the future leaders of America. The School Board further testified by “thanking Councilwoman Liz Walsh for her introduction of legislation that would have the anticipated effect of slowing student growth until, hopefully, a time of increased financial stability for the County. “

The Marquis de Lafayette is quoted as stating, “I read, I study, I examine, I listen, I think, and out of all that I try to form an idea into which I put as much common sense as I can.” Yes – the passage of CB1-2020 is exactly this – the personification of Common Sense!

Thank You.

A handwritten signature in black ink, appearing to read "Stu Kohn". The signature is fluid and cursive, with the first name "Stu" and last name "Kohn" clearly distinguishable.

Stu Kohn
HCCA President



HCCA

Howard County Citizens Association
Since 1961...
The Voice Of The People of Howard County

Date: 22 April 2019

Subject: HCCA Testimony Regarding CB17-2019 the Increase School Wait Time

Good Evening. My name is Stu Kohn and I am the President of the Howard County Citizens Association, HCCA testifying on their behalf.

We are in favor of CB17 and support the testimony you heard from the Savage Community Association and the Peoples Voice. We want to commend Councilwoman Liz Walsh for her attempt to do something positive about the current APFO criteria especially when it comes to the category of our schools. HCCA was a representative on the APFO Task Force. We have never been enthralled with the measurements of APFO. When we testified to the Council in July 2017 we said, "Something is drastically wrong to the point where the acronym of APFO should be changed to ALPO – A Lousy Protective Ordinance and that no one in the County should be proud."

The education of our children should undoubtedly be the priority for our future. It is the best investment we could ever make. If APFO was really working we wouldn't see any redistricting or 234 plus portables. CB17 is suggesting the wait time be for 7 years. The one good thing is the Task Force was able to extend the wait time to 5 years. What guarantee do we have this will work? We simply need to ensure that overdevelopment does not override our children's education because of poor strategic planning. The longer the school system has to prepare to increased enrollment because of overdevelopment, the less likely they are to need further portable capacity.

Let's do something worthwhile to once and for all ensure that APFO stands for not "Adequate" but an "Awesome" Protective Facilities Ordinance! How about making the appropriate revisions to APFO as the community would appreciate your efforts to also include Quality of Life measurements such as the Hospital, EMS Police, and Fire? While you are looking into refinements to APFO we need to do something about the Roads test. If the test was really working then why do we see signs which read, "Stay Alert Congested Area Next 3 Miles?"

The real question to be answered is our infrastructure keeping pace with development. The answer is NO. We all need to be smarter and realistic if we care about the future welfare of Howard County.



HOWARD COUNTY COUNCIL
AFFIDAVIT OF AUTHORIZATION
TO TESTIFY ON BEHALF OF AN ORGANIZATION

I, STUART M. KOLN, have been duly authorized by
(name of individual)

HOWARD County Citizens ASSOCIATION to deliver testimony to the
(name of nonprofit organization or government board, commission, or task force)

County Council regarding CB 1-2020 to express the organization's
(bill or resolution number)

support for / opposition to / request to amend this legislation.
(Please circle one.)

Printed Name: STUART M. KOLN

Signature: Stuart M. Koln

Date: 21 JAN 2020

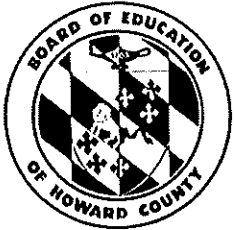
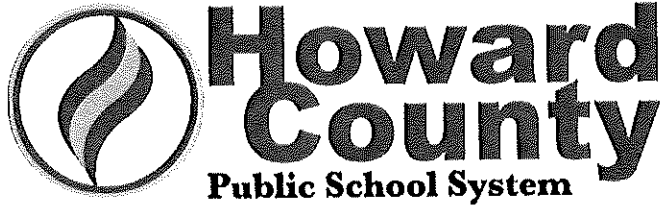
Organization: HCCA

Organization Address: ELLICOTT city MD

Number of Members: 50

Name of Chair/President: Stu Koln

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Board of Education of Howard County
January 21, 2020

**Board of Education
of Howard County**

Mavis Ellis
Chair

Vicky Cutroneo
Vice Chair

Kirsten A. Coombs

Christina Delmont-Small

Jennifer Swickard Mallo

Sabina Taj

Chao Wu, Ph.D.

Allison J. Alston
Student Member

Michael J. Martirano, Ed.D.
*Superintendent
Secretary/Treasurer*

**County Bill 1 - 2020: Amendments to Adequate Public Facilities
Wait Period**

Howard County Public School System (HCPSS) is the fastest growing school system in Maryland in terms of enrollment growth. The investment in capital infrastructure has not kept pace with projected enrollment growth. Current enrollment projections forecast that within two years, the number of students will begin to exceed the number of seats available countywide – specifically the 2019 HCPSS Feasibility study indicated the capacity utilization of all high schools combined will begin to exceed 110% beyond 2022, elementary schools by 2028, and middle schools follow suit beyond 2030. In school year 2020-2021, fifteen schools will be above 110% capacity utilization.

It is the understanding of the Board of Education of Howard County (the Board) that the purpose of the Adequate Public Facilities Ordinance (APFO) is to allow public facilities, like the HCPSS, sufficient time and financing to have commensurate capital infrastructure growth to meet projected population needs.

The current four-year APFO wait time has not been sufficient to enable the school system to plan, develop, finance, and build additional infrastructure. For this reason, the Board encourages the passage of CB1 to extend the current APFO wait times.

The Board recognizes that in order for the school system to provide seats for our students, there needs to be continued commitment to:

1. Land acquisition,
2. Capital funding, and
3. Adequate time to build capital infrastructure.

The passage of CB1 would address one of these three components. The Board looks forward to our continued partnership with our county government to provide the best possible education for all our students. We can do this better, together, if we have additional time to provide adequate public facilities.



HOWARD COUNTY COUNCIL
AFFIDAVIT OF AUTHORIZATION
TO TESTIFY ON BEHALF OF AN ORGANIZATION

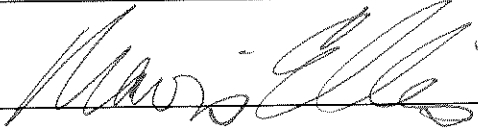
I, Mavis Ellis, Chair, have been duly authorized by
(name of individual)

Board of Education of Howard County to deliver testimony to the
(name of nonprofit organization or government board, commission, or task force)

County Council regarding CB1-2020 to express the organization's
(bill or resolution number)

support for / opposition to / request to amend this legislation.
(Please circle one.)

Printed Name: Mavis Ellis

Signature: 

Date: January 21, 2020

Organization: Board of Education of Howard County

Organization Address: 10910 Clarksville Pike, Ellicott City, MD 21042

10910 Clarksville Pike, Ellicott City, MD 21042

Number of Members: 8

Name of Chair/President: Mavis Ellis, Chair

This form can be submitted electronically via email to councilmail@howardcountymd.gov no later than 5pm the day of the Public Hearing or delivered in person the night of the Public Hearing before testifying.



HOWARD COUNTY COUNCIL
AFFIDAVIT OF AUTHORIZATION
TO TESTIFY ON BEHALF OF AN ORGANIZATION

I, Jan Knudsen, have been duly authorized by
(name of individual)

Sierra Club to deliver testimony to the
(name of nonprofit organization or government board, commission, or task force)

County Council regarding CB 1 & CR 14 to express the organization's
(bill or resolution number)

support for / opposition to / request to amend this legislation.
(Please circle one.)

Printed Name: Jan Knudsen

Signature: [Handwritten Signature]

Date: 21 January 2020

Organization: Sierra Club

Organization Address: 7338 Baltimore ~~Blvd~~ Ave #101A
College Park, MD 20740

Number of Members: _____

Name of Chair/President: Carolyn Pearsa

This form can be submitted electronically via email to councilmail@howardcountymd.gov no later than 5pm the day of the Public Hearing or delivered in person the night of the Public Hearing before testifying.



HOWARD COUNTY COUNCIL
AFFIDAVIT OF AUTHORIZATION
TO TESTIFY ON BEHALF OF AN ORGANIZATION

I, BRENT LOULESS, have been duly authorized by
(name of individual)

PTACHC to deliver testimony to the
(name of nonprofit organization or government board, commission, or task force)

County Council regarding CB-1-2020 to express the organization's
(bill or resolution number)

support for opposition to / request to amend this legislation.
(Please circle one.)

Printed Name: BRENT LOULESS

Signature: [Handwritten Signature]

Date: 1/21/2020

Organization: PTACHC

Organization Address: 5451 Beaverkill Columbia MD

Number of Members: 20K+

Name of Chair/President: BRENT Louless

This form can be submitted electronically via email to councilmail@howardcountymd.gov no later than 5pm the day of the Public Hearing or delivered in person the night of the Public Hearing before testifying.



**HOWARD COUNTY COUNCIL
AFFIDAVIT OF AUTHORIZATION
TO TESTIFY ON BEHALF OF AN ORGANIZATION**


I, Angelica Bailey, have been duly authorized by
(name of individual)

Maryland Building Industry Association to deliver testimony to the
(name of nonprofit organization or government board, commission, or task force)

County Council regarding CB1-2020 to express the organization's
(bill or resolution number)

support for / opposition to / request to amend this legislation.
(Please circle one.)

Printed Name: Angelica Bailey

Signature: 

Date: January 21, 2020

Organization: Maryland Building Industry Association

Organization Address: 11825 West Market Place

Fulton, MD 20759

Number of Members: 1,100+

Name of Chair/President: Lori Graf, CEO

This form can be submitted electronically via email to councilmail@howardcountymd.gov no later than 5pm the day of the Public Hearing or delivered in person the night of the Public Hearing before testifying.

CB1-2020

Sayers, Margery

From: Tara Scully <taramscully@gmail.com>
Sent: Wednesday, January 15, 2020 12:30 PM
To: CouncilMail
Subject: Council Bill (CB1-2020)

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

I am in support of CB1-2020 to extend the APFO test from 4 years to 7 years. Our schools are over crowded and until we have more cash flow from developers, HCPSS can't move fast enough to react for future needs. Our community, Valleymede, needs more time to prepare for Bethany Glen, regarding traffic, flooding and school populations. Please consider your support of the bill.

- Tara Scully
D5 voter at 3102 Ramblewood Rd
Lifelong HoCo resident and tax payer for 20 years.
Parent of a 2nd Grader at SJLES.

Begin forwarded message:

From: 'Caroline Bodziak' via Valley Mede Neighbors <valleymede@googlegroups.com>
Date: January 15, 2020 at 11:50:50 AM EST
To: valleymede@googlegroups.com
Subject: [valleymede] For those interested in redistricting/APFO issues
Reply-To: Caroline Bodziak <cbodziak@aol.com>

Howard County Council Member, Liz Walsh, is advancing a Council Bill (CB1-2020) that raises the number of years a developer must wait to build residential housing if area schools are over capacity from four to SEVEN years.

If a development project has been approved it then must pass a school capacity test. If the project FAILS the school capacity test, i.e. if affected schools are above capacity at the time, then the project is halted. The project takes the school capacity test annually until it passes or until it fails for 4 years straight. After 4 years development may occur even though the school(s) is/are over capacity. CB1 increases the number of years from four to SEVEN that a project may have to wait to be built. This provides HCPSS a longer time to create new capacity by refurbishing or building new schools, preventing additional overcrowding and the need for further redistricting.

If you are interested in supporting CB1, go to <https://apps.howardcountymd.gov/olis/LegislationDetail.aspx?LegislationID=12387>.

The date for public testimony is Tuesday, January 21st and the vote will take place Monday, February 3rd. You can sign up to provide testimony through a tab at the top of the page, "Testify".

Emailed testimony can be sent at any time to councilmail@howardcountymd.gov.

Caroline Bodziak

--

You received this message because you are subscribed to the Google Groups "Valley Mede Neighbors" group.

To unsubscribe from this group and stop receiving emails from it, send an email to valleymede+unsubscribe@googlegroups.com.

To view this discussion on the web visit

<https://groups.google.com/d/msgid/valleymede/1278035272.11998382.1579107042498%40mail.yahoo.com>.

Sayers, Margery

From: Megan Benedict <megankbenedict@yahoo.com>
Sent: Wednesday, January 15, 2020 9:47 AM
To: CouncilMail
Subject: CB 1

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Howard county council members,

I am writing to express my support for CB 1. It is imperative that we increase the wait time for new construction from four years to seven years. Our schools are incredibly overcrowded and our students are suffering the effects. Increasing the wait time would help our county plan properly to alleviate the overcrowding new construction causes.

Thank you for your consideration,
Megan Benedict

Sayers, Margery

From: Heather Rose <heatherrose33@gmail.com>
Sent: Tuesday, January 14, 2020 3:52 PM
To: CouncilMail
Subject: SUPPORT FOR CB-1

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Hello,

I reside in District 5 in Ellicott City. I write to voice my full support of the passing of CB-1 to extend new construction wait times for developers. It is CRITICAL to the future of Howard County that growth is slowed to allow our public school system to catch up. It is sickening to see new home after new home go up in my vicinity--when I know full well our schools where these homes will be zones are WELL over capacity. Please take my input into consideration.

Best,
Heather Rose
3034 Hickorymede Drive, EC 21042

Sayers, Margery

From: SHARON BLESSING <slbless@verizon.net>
Sent: Tuesday, January 14, 2020 11:12 AM
To: CouncilMail
Subject: CB1

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Hi,

I am sending a note in support of legislation for CB1.

Thanks!
Sharon Blessing
MRHS PTSA

Sayers, Margery

From: Nicole Busch <nicolebusch2012@gmail.com>
Sent: Tuesday, January 14, 2020 9:15 AM
To: CouncilMail
Cc: Walsh, Elizabeth
Subject: I support CB-1

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

It doesn't go far enough, but it is a step in the right direction.

Best,
Nicole Weimer Busch

Sayers, Margery

From: Andrea Stremmel <astremmel@gmail.com>
Sent: Monday, January 13, 2020 7:37 PM
To: CouncilMail
Subject: CB 1

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

I support CB1. Please note my opinion on this subject.

Thank you,
Andrea Stremmel

Sayers, Margery

From: Lorri Raney <lraney@gmail.com>
Sent: Monday, January 13, 2020 7:52 PM
To: CouncilMail
Subject: CB 1 Support

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

I support CB1. Please consider passing such an important change to Howard County.

Lorri Raney

Sayers, Margery

From: Wendy Allen <wendylallen@verizon.net>
Sent: Monday, January 13, 2020 7:38 PM
To: CouncilMail
Subject: CB #1

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

To whom it may concern-
I support CB #1.

Wendy Allen

Sent from my iPhone

Sayers, Margery

From: Jopi Huang Shen <jopi.shen@gmail.com>
Sent: Monday, January 13, 2020 7:37 PM
To: CouncilMail
Subject: CB1

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

I support CB1.

Thank you!

Jopi Huang

Please excuse typos.
203.561.7518 cell

Sayers, Margery

From: Sivakumar Kaviyappa <kbsivakumar@gmail.com>
Sent: Monday, January 13, 2020 12:53 PM
To: CouncilMail
Subject: I support cb1

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Sayers, Margery

From: Brian Edwards <brianledwards@gmail.com>
Sent: Friday, January 10, 2020 9:11 PM
To: CouncilMail
Subject: Supportive of CB-1

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Let's get this one passed this time. Ideally schools should be expanded (where possible) along with new development to avoid redistricting. Where I grew up (South Jersey), we had township schools and as the area grew so did the schools. Since the home I grew up in was built in 1965, it has continued to go to the same set of schools at all 3 levels. That's the kind of stability I wish for in Howard County. This redistricting circus we just had was direct opposite of this. Communities should stay together and go to neighborhood schools. This is a step in the right direction and will slow down growth which we need, roads are so overcrowded and crime is rising. We need to get a handle on all of it before willy nilly allowing overdevelopment to continue.

Thanks for listening to my point of view and I sincerely hope you all do what is right.

Sayers, Margery

From: Yakas Family <yakasfamily@gmail.com>
Sent: Friday, January 10, 2020 3:10 PM
To: CouncilMail
Subject: CB-1

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

I live in District 5 and I strongly support CB-1. In fact I am literally begging you to take action to mitigate the overcrowding and redistricting that has run rampant in our County for far too long. we are punishing our kids for something that we should have gotten a handle on years ago.

Thank you,
Kristin Yakas

Sayers, Margery

From: Nicole (Bosch) Tsang <nrbosch@yahoo.com>
Sent: Thursday, January 9, 2020 9:32 PM
To: CouncilMail
Subject: Support of CB-1

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

I support CB-1.
Thanks,
Nicole Tsang

Sayers, Margery

From: Kimberly Golden Brandt <kbrandt@presmd.org>
Sent: Tuesday, January 21, 2020 9:57 AM
To: Walsh, Elizabeth; Jones, Opel; Rigby, Christiana; Jung, Deb; dyungmann@howardcountymd.org; CouncilMail
Cc: Ball, Calvin; Gowan, Amy
Subject: SGAHC Support for CR1-2020, School Capacity Testing
Attachments: SGAHC Support for CR1-2020, School Capacity Testing.pdf

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Dear Council Members,

Please see the attached letter of support for CR1-2020, which concerns school capacity testing, from HARP, Howard County Citizens Association, Howard County Sierra Club, Preservation Maryland, Safe Skies Maryland, Savage Community Association, The People's Voice, and Transition Howard County.

Sincerely,
Kimberly

Kimberly Golden Brandt
Director of Smart Growth Maryland
PRESERVATION MARYLAND
3600 Clipper Mill Road, Suite 248
Baltimore, Maryland 21211
o. 410-685-2886 x305 c. 410-598-9026

Smarter Growth Alliance for Howard County

January 21, 2020

The Honorable Howard County Council
George Howard Building
3430 Court House Drive
Ellicott City, MD 21043

RE: CB1-2020, School Capacity Testing – Support

Dear Council Members:

The Smarter Growth Alliance for Howard County is an alliance of local and state organizations working together to foster healthy, equitable and sustainable communities through smarter development and transportation decisions and improved protections for the county's natural, historic and cultural resources.

We support CB1-2020 to increase from four years to seven years the time period that a project must be retested if it fails one or more components of the school capacity test of the Adequate Public Facilities Act of Howard County.

Many Maryland jurisdictions face the same growth management issues as Howard County and employ Adequate Public Facilities Ordinances to control the pace of growth so schools and other infrastructure are not overburdened. The ordinances in both Carroll and Anne Arundel counties allow projects that fail school capacity tests to proceed only after six years. In Calvert County, such projects are allowed to proceed after seven years. These six- and seven-year periods give the local government the necessary time to assess capacity issues system-wide and address the issues with redistricting, a capital project like a school addition or construction of a new school, or a combination thereof. It is important to consider that in cases where a new school is needed, obtaining project funding, selecting and acquiring a site, and planning for construction is often a multi-year process.

Additionally, in Howard County the maximum waiting period is actually sometimes less than four years. The school capacity test is first conducted when allocations are issued and annually thereafter when the new capacity charts are released. If a project is tested twice in the first year – first with the allocation and second when the new capacity charts are released – the wait could be closer to three years than four years. This should be kept in mind as the Council considers CB1-2020.

*Audubon MD-DC • Audubon Society of Central Maryland • Clean Water Action • Coalition for Smarter Growth
Community Ecology Institute • Earth Forum of Howard County • HARP • Horizon Foundation
Howard County Citizens Association • Howard County Conservancy • Howard County Sierra Club
Maryland Conservation Council • Maryland League of Conservation Voters • Maryland Ornithological Society
Patapsco Heritage Greenway • Preservation Maryland • Safe Skies Maryland • Savage Community Association
The People's Voice • Transition Howard County*

January 21, 2020
The Honorable Howard County Council
Page 2

We ask that you vote in favor of CB1-2020 to provide the necessary time to better align school capacity with residential development and avoid unnecessary crowding that diminishes the educational experience for our youth. Thank you for your kind consideration of our comments.

Sincerely,

HARP
Lisa Soto
Chair

Safe Skies Maryland
Mark Southerland, Ph.D.
Legislative Director

Howard County Citizens Association
Stu Kohn
President

Savage Community Association
Susan Garber
Board Chair

Howard County Sierra Club
Carolyn Parsa
Chair

The People's Voice, LLC
Lisa M. Markovitz
President

Preservation Maryland
Kimberly Golden Brandt
Director of Smart Growth Maryland

Transition Howard County
Margo Duesterhaus
President

cc: The Honorable Calvin Ball, County Executive

Sayers, Margery

From: Matthew Molyett <matthew@molyett.com>
Sent: Tuesday, January 21, 2020 9:24 AM
To: CouncilMail
Subject: CB-1

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Please support my representative from District 1 in extending (or ideally eliminating) the AFPO waiting period.

Allowing development to exceed the public facilities and infrastructure of a location damages everybody in the long term. Were developers unable to just delay construction for a handful of years then they would use their resources in partnership with the communities to make adequate facilities and infrastructure available.

Matthew Molyett
Howard County resident
District 1, 21042
(443) 598-2441

Sayers, Margery

From: Alexis M. McKenzie <amlaske@gmail.com>
Sent: Tuesday, January 21, 2020 9:17 AM
To: CouncilMail
Subject: CB1

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Dear Council Members,

I am in support of CB1. Please consider the effects over development continues to have on our children in the HCPSS.

Alexis McKenzie
5945 Meadow Rose, Elkridge, MD 21075

Sayers, Margery

From: Aaron Smalls <aaron.smalls@gmail.com>
Sent: Tuesday, January 21, 2020 1:30 AM
To: CouncilMail
Subject: Elkridge Families Support CB-1 2020

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Overcrowding in Howard County Schools is a major problem. It is unfathomable that the county council accepts as normal schools at over 100% capacity at any time.

Howard county families expect the council to take measures that alleviate overcrowding in our schools. New development should not be approved in any area with overcrowding without the necessary public works to support that housing. Automatically approving new development after 4 years is simply not adequate given the current state of our schools and the constant redistricting taking place in this county.

Thank you for supporting and approving cb 1 2020.

Sayers, Margery

From: Shawna Faro <shawna.faro@gmail.com>
Sent: Monday, January 20, 2020 9:31 PM
To: CouncilMail
Subject: I support CB1

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

I live in Ellicott City and I support CB1. Something needs to be done so that we aren't continually addressing overcrowding without any real solution.

Sayers, Margery

From: Hello Dawn <hello.dawn0608@gmail.com>
Sent: Monday, January 20, 2020 8:40 PM
To: CouncilMail
Subject: Support for CB1

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Hi,

My name is Dawn Lambros (of 7964 Brightmeadow Ct, Ellicott City, MD 21043) and I support CB1. Please consider supporting CB1. Thank you.

Warmly,
Dawn Lambros

Sayers, Margery

From: Heather Ordoñez <heather.l.ordonez@gmail.com>
Sent: Monday, January 20, 2020 7:43 PM
To: CouncilMail
Subject: CB1

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Hello,

I live in West Elkridge and support CB1.

Thank you,
Heather Ordoñez

Sayers, Margery

From: Terri Marcus <terri.marcus@yahoo.com>
Sent: Monday, January 20, 2020 4:07 PM
To: CouncilMail
Subject: CB 1-2020

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Dear Council Members:

I live in the Elkridge/Hanover area of District 1. My children attend Elkridge Elementary School and Howard High School, two of the most overcrowded schools in the County. Over the course of my seven years in this part of the county, I have seen two elementary schools open up within a few miles of Elkridge Elementary -Duckett's Lane and Hanover Hills. Despite these additional seats, the population at the elementary school keeps climbing, from about 760 to well over 900 now. As a former PTA president and regular volunteer, I have seen the changes at the elementary school caused by the overcrowding – none of them are positive.

The ninety (90) or so students redistricted out of Elkridge Elementary by this latest round of redistricting will barely make an impact at the school. Just one development of forty (40) new single family homes that is currently being built off Hanover Road will alone likely fill those seats with 90 new students.

The overcrowding at Howard High is well documented.

CB 1-2020 is a move in the right direction. The County needs more time to get schools on-line. The County cannot keep up with the population growth and the number of students at its current pace. Please vote to approve CB 1.

Kind regards,

Terri Marcus
6226 Mill River Court
Hanover, MD 21076
District 1

Sent from [Mail](#) for Windows 10

Sayers, Margery

From: Leonardo McClarty <lmclarty@howardchamber.com>
Sent: Monday, January 20, 2020 2:58 PM
To: CouncilMail
Subject: CB1-2020 Letter of Opposition
Attachments: CB1-2020_01.21.20.docx

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Councilmembers,

Please find attached a letter from the Chamber stating our opposition to CB1-2020.

Thanks

Leonardo McClarty, CCE
President/CEO, Howard County Chamber
410-730-4111; 107

Get [Outlook](#) for iOS



6240 Old Dobbin Lane • Suite 110 • Columbia, MD 21045

January 21, 2020

Ms. Deb Jung
Chairperson, Howard County Council
3430 Court House Drive
Ellicott City, MD 21043

RE: Adequate Public Facilities Ordinance (APFO) – CB1-2020

Dear Councilman Jung:

For over three years, the Chamber has watched intently the APFO debate and the subsequent recommendations and policies from various elected officials. Throughout this debate, the Chamber has consistently been concerned that a lower school capacity and high school test would effectively create an immediate moratorium on new home construction in most or all of the County. Last year, legislation was proposed to place additional restrictions on the school's test by lengthening the duration one must wait should they not pass the schools test. While we understand the desire to balance development with school capacity and infrastructure improvements, creating a more difficult development process will not solve our school facility challenges.

In opposing the legislation last year, we were concerned a more stringent policy would also exacerbate issues pertaining to the County's budget, economic development, road infrastructure, and affordable housing. Moreover, the Department of Finance with support of Planning conducted a study on the fiscal implications of the APFO legislation. That study ultimately determined that new development in Howard County "pays for itself" and generates net surplus to the County. The study also adds that land use decisions by policy makers have consequential short and long term economic and fiscal implications to the County.

For the reasons outlined above, the Chamber is opposed to this legislation and would request a "No" vote. Should there be any questions concerning the Chamber's position, I can be reached at 410-730-4111.

Respectfully,

A handwritten signature in black ink that reads "Leonardo McClarty". The signature is written in a cursive style with a prominent flourish at the end.

Leonardo McClarty, CCE
President/CEO, Howard County Chamber

CC: Howard County Council
Howard County Executive
Howard County Chamber Board of Directors
Howard County Chamber Legislative Affairs Committee

Sayers, Margery

From: Brian Lynch <blynch1@gmail.com>
Sent: Monday, January 20, 2020 1:34 PM
To: CouncilMail
Subject: CB1-2020
Attachments: CB1-2020.doc

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Councilmembers,
Please see attached testimony regarding CB 1.

Dear Howard County Council,

I am writing to express my support for CB 1.

Increasing the new construction wait period Howard County from four to seven years is an essential first step toward getting the necessary infrastructure in place for further building.

For a county that is considered one of the richest in the state, many of our schools, roads, and public facilities are overcrowded and outdated. This situation requires significant changes in order to catch up with the additional growth, so the county can support current and future residents of the area.

Thank you,
Brian Lynch
Elkridge, MD

Sayers, Margery

From: Karen Lynch <karen.elkridge@gmail.com>
Sent: Monday, January 20, 2020 12:26 PM
To: CouncilMail
Subject: CB1-2020
Attachments: CB1-2020.doc

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Councilmembers,
Please see attached testimony regarding CB 1.

Dear Howard County Council,

I am writing to express my support for CB 1.

Increasing the new construction wait period Howard County from four to seven years is an essential first step toward getting the necessary infrastructure in place for further building.

For a county that is considered one of the richest in the state, many of our schools, roads, and public facilities are overcrowded and outdated. This situation requires significant changes in order to catch up with the additional growth, so the county can support current and future residents of the area.

Thank you,
Karen Lynch
Elkridge, MD

Sayers, Margery

From: Marisa McCurdy <marisahiggins@hotmail.com>
Sent: Monday, January 20, 2020 12:16 PM
To: CouncilMail
Subject: Support for CB1

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

All,

I live in District 1 (in Elkridge, MD) and I am writing to express my support for CB1. I would also support a stronger change to the law so that there is a moratorium on building new housing in any district that is overcrowded in Howard County, rather than imposing a waiting period.

Marisa McCurdy
6802 Norris Lane
Elkridge MD 21075

Sayers, Margery

From: Joanna Ramos-Romero <jramosromero0409@gmail.com>
Sent: Monday, January 20, 2020 12:36 AM
To: CouncilMail
Subject: CB1

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Dear Council Members,

I live in District 5, and I support Council Bill 1-2020. At the present, a new development can move forward to build homes in an overcrowded school district after only four years, regardless of the student capacity. After the adopted board redistricting plan has been implemented, the population of my daughter's school, West Friendship Elementary, is projected to reach 103% for the enrollment period of September 2020-21, 109% for the enrollment period of September 2021-22, and 112% for the enrollment period of September 2022-2023. HCPSS is the fastest growing school system in Maryland. This bill will help our schools keep pace with ever-increasing student enrollment, and it will allow the County more time to fund, site, and build schools' capacity. I commend Councilwoman Liz Walsh for introducing this bill, and I call on all council members to vote to pass it.

Thank you for your consideration.

Sincerely,

Joanna Ramos-Romero
District 5
Mother of WFES and MRHS Students

Sayers, Margery

From: Vicky Ch <vchiei@outlook.com>
Sent: Sunday, January 19, 2020 12:08 PM
To: CouncilMail
Subject: Support for CB1

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

My name is Vicky Chiei and I have 4 children. Two have graduated from the HC school system with excellent educations and college preparedness. Two others are currently students at Dunloggin Middle, Mount Hebron High and previously Veterans Elementary.

I am writing in strong support of CB1-2020.

School overcrowding resulted in one child receiving small group instruction under a stairwell and all of my children attending classes in portables that often lack reasonable temperature controls and virtually no security/entrance measures.

Our schools have been redistricted and we still do not have enough seats to accommodate all of our current students in a brick and mortar building. CB1 provides essential additional time for our school infrastructure to catch up with the increase to student population from new development. Please vote to approve CB1.

Sincerely,

Vicky Chiei

Ellicott City, Howard County, MD.

Sayers, Margery

From: Lili Shippe <lili.shippe@gmail.com>
Sent: Saturday, January 18, 2020 1:55 PM
To: CouncilMail
Subject: Yes for CB-1

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Dear County Council Members,

Howard County needs to slow down house development. Our schools need more attention and the current issues need to be fixed before taking in new residents in mass. Please vote yes on CB-1.

Thanks,
Lili Shippe

Sayers, Margery

From: Niki McGuigan <mcniki1@gmail.com>
Sent: Friday, January 17, 2020 10:39 PM
To: CouncilMail
Subject: CB-1 Support

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

To the members of the Howard County Council,

Please vote in support of CB-1 to increase the APFO wait time from 4 to 7 years. This was needed years ago! It's common sense.

Sincerely,

Niki McGuigan
Hanover
District 1