

FM-5 (2 Contracts)

Council District(s) All

Property Management

Repair/Renovation – Tennis & Basketball Courts

The Administration is requesting approval of two contracts, with The American Asphalt Paving Company, LLC and ATC Corp. d/b/a American Tennis Courts, Inc., for the repair and renovation of tennis and basketball (multipurpose) courts at various County-owned and/or operated sites. Each contract commences upon Council approval, continues for 1 year, and will renew automatically for four additional 1-year periods with the option to extend the initial term or any renewal term an additional 180 days. The contracts provide that compensation for both contractors combined may not exceed \$30,027,385 for the entire 5-year and 6-month term, including the renewal and extension periods. See Exhibit A.

Fiscal Summary

Funding Source	Combined Maximum Compensation	Notes
County ⁽¹⁾	\$ 30,027,385	⁽¹⁾ General Fund Operating Budget and/or Capital Projects Fund.
State	--	⁽²⁾ For the entire 5-year and 6-month term.
Federal	--	
Other	--	
Total	<u>\$ 30,027,385</u> ⁽²⁾	

Analysis

The contractors will provide all labor, materials, tools, equipment, and supervision necessary to repair and renovate tennis and basketball (multipurpose) courts at various County-owned and/or operated sites. Property Management advised that the County currently maintains 244 tennis and basketball courts. Property Management further advised that it reevaluates every hard surface court every two years, ranks them according to safety, conditions, and programming

needs, and consults with the Department of Recreation and Parks and Baltimore County Public Schools to annually prioritize courts for repairs/renovations. Property Management advised that in the next 18 months, 27 courts are slated for renovation. Property Management further advised that the courts will not remain open for use during repairs and renovations.

Unit prices range from \$0.15 per square foot for pressure washing/power washing to \$4,500 to furnishing and installing basketball posts, footings, backboards, and rims, depending on the contractor. The mark-up for subcontractor services is 10% and 13%, depending on the contractor. Mobilization fees are \$3,500 and \$4,500 (depending on the nature of the work) for The American Asphalt Paving Company, LLC and \$1,500 for ATC Corp. d/b/a American Tennis Courts. Neither contractor is guaranteed a minimum amount of work. Property Management advised that the County will request a proposal from each contractor for each task and will select the lower bid, except in the cases of emergencies or to balance work levels, in which case the higher bid may be selected.

Each contract commences upon Council approval, continues for 1 year, and will renew automatically for four additional 1-year periods with the option to extend the initial term or any renewal term an additional 180 days on the same terms and conditions, unless the County provides notice of non-renewal. The contracts provide that compensation for both contractors combined may not exceed \$30,027,385 for the entire 5-year and 6-month term, including the renewal and extension periods.

Prior to the commencement of each renewal period, the County may entertain a request for an escalation in unit prices in accordance with the Consumer Price Index – All Urban Consumers – United States Average – All Items (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics at the time of the request, or up to a maximum 5% increase on the current pricing, whichever is lower. The County may terminate the agreements by providing 30 days prior written notice.

Property Management advised that the County awarded the contracts through a competitive procurement process; no other bids were received. According to the bid documents, there is a 25% M/WBE participation requirement.

On August 2, 2021, the Council approved two similar 5-year and 4-month contracts not to exceed \$3,611,138 combined with these contractors. The County's financial system indicates that as of August 9, 2024, expenditures/encumbrances under the contracts totaled \$3,683,837, including

\$1,943,993 to The American Asphalt Paving Co., LLC and \$1,739,844 to ATC Corp. d/b/a American Tennis Courts. On August 5, 2024, the Council approved a similar 3-month contract not to exceed \$500,000 with The American Asphalt Paving Co., LLC to provide multipurpose and tennis court repairs and renovations at Seventh District Elementary School.

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

Executive Summary

Property Management is requesting the approval of contracts with The American Asphalt Paving Co., LLC and ATC Corp dba American Tennis Courts for labor, materials, tools, equipment, and supervision to renovate tennis and basketball courts at various County-owned and/or operated sites.

In no event shall the total compensation paid to the Contractors exceed Thirty Million, Twenty-Seven Thousand, Three Hundred Eighty-Five Dollars and Zero Cents (\$30,027,385.00). The Agreement shall be effective when it has been properly signed by all parties and when executed by the County through one (1) year (the "Initial Term"). The County reserves the right to renew this Agreement for four (4) additional one (1) year renewal options on the same terms and conditions. The County shall have the option of extending this Agreement at the end of the Initial Term or any renewal term for an additional 180 days on the same terms and conditions.

These contracts have a 25% MWBE goal.

Prior to the commencement of subsequent renewal terms, the County may entertain a request for an escalation in accordance with the current Consumer Price Index – All Urban Consumers – United States Average – All Items (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics at the time of the request, or up to a maximum 5% increase on the current pricing, whichever is lower.

Prepared by: Property Management

FM-8 (Contract)

Council District(s) 5

Office of Law – Real Estate Compliance Division

Drainage/Utility Easement – 4115 Farmside Drive, 21236

The Administration is requesting approval of a contract to acquire easements spanning approximately 0.055 acre for \$17,095 for system improvements to the Gunpowder and White Marsh pumping stations. Timmy A. Ongoy and Susan I. Ongoy currently own the property, which is located at 4115 Farmside Drive in Nottingham and zoned DR-5.5 (Density Residential – 5.5 lots per acre). The acquisition will be used for drainage and utility easements. See Exhibit A.

Fiscal Summary

Funding Source	Purchase Price	Notes
County ⁽¹⁾	\$ 17,095	⁽¹⁾ Capital Projects Fund – Metropolitan District. ⁽²⁾ Includes \$3,000 to compensate for adverse impacts to landscaping.
State	--	
Federal	--	
Other	--	
Total	\$ 17,095 ⁽²⁾	

Analysis

The County’s staff appraiser completed an appraisal of the easements effective October 18, 2023, recommending a value of \$17,095. After review and analysis, the County’s review appraiser concurred with the appraisal, recommending the respective amount as just compensation for the acquisition. The Office advised that the property owners accepted the County’s offer.

The total 0.055-acre drainage and utility easement area to be acquired is part of a larger 0.261-acre parcel that is improved with a detached residence. The purchase price includes \$3,000 to compensate for adverse impacts to landscaping.

The Office advised that the purpose of the Gunpowder to White Marsh System Improvement project is to make the County's sewer infrastructure more resilient and sustainable and reduce the possibility of overflow of raw sewage into the environment. The Office further advised that 78 acquisitions are needed for this project, including approximately 12 that require Council approval; the proposed contract represents the third acquisition requiring Council approval. The FY 2024 Capital Budget includes \$205.5 million for this project; the Office advised that as of August 14, 2024, approximately \$4.6 million had been encumbered for design, permitting, and property acquisition. The Department of Public Works and Transportation advised that project costs total an estimated \$210.1 million.

County Charter, Section 715, requires Council approval of real property acquisitions where the purchase price exceeds \$5,000.

Executive Summary

PROGRAM TITLE: Gunpowder PS to Whitemarsh PS

PROJECT NO.: 201-077-7275

FISCAL MATTER: Contract of Sale

PROPERTY OWNERS: Timmy A. Ongoy
Susan I. Ongoy

LOCATION: 4115 Farmside Drive
Baltimore, MD 21236

CONSIDERATION: \$17,095.00

PURPOSE OF PROJECT: This contract is for the purchase of Drainage and Utility Easement Area of 2,391 sq. ft.

LIMITS OF PROJECT: 4115 Farmside Drive
Baltimore, MD 21236

Prepared by: Office of Law – Real Estate Compliance Division

FM-9 (Contract)

Council District(s) All

Office of Law

Development of Written Examinations – Police Officer/Police Cadet

The Administration is requesting retroactive approval of a contract with Industrial/Organizational Solutions, Inc. (IOS Solutions) to provide for the continued development and validation of a new written examination for Police Officer and Police Cadet applicants, as required by a Settlement Agreement with the U.S. Department of Justice (DOJ). The contract commenced October 6, 2023 and continues through June 30, 2026. The contract provides that compensation may not exceed \$114,754 for the entire approximate 2-year and 9-month term. See Exhibit A.

Fiscal Summary

Funding Source	Maximum Compensation	Notes
County ⁽¹⁾	\$ 114,754	(1) General Fund Operating Budget. (2) For the entire 2-year and 9-month term.
State	--	
Federal	--	
Other	--	
Total	\$ 114,754 ⁽²⁾	

Analysis

The Office advised that services are required by the Settlement Agreement in the matter of United States vs. Baltimore County, 1:19-CV-2465-CCB. The Office further advised that the Settlement Agreement, among other things, requires development of an examination plan, and new written examinations for the positions of Police Officer and Police Cadet; both the examination plan and the written examinations require express approval of the DOJ.

On July 6, 2021, the Council approved a 2-year and 3-month contract not to exceed \$200,000 with IOS Solutions, Inc. to develop and validate a new written examination for Police Officer and

Cadet applicants in accordance with Title VII, the Uniform Guidelines on Employee Selection Procedures. Services included developing a work plan that detailed each phase of the design, development, and validation of the exam, with estimated timelines for each stage and a timeline for producing information for review by the DOJ. The Office advised that the DOJ requested additional work/revisions in March 2023. The Office further advised that expenditures under the contract totaled \$199,393 but mistakenly included compensation for work performed subsequent to the contract's October 5, 2023 expiration date. The Office also advised that the purpose of the proposed contract is to compensate the contractor for the additional work completed over the prior contract's \$200,000 not-to-exceed amount (\$64,280) and testing booklets (\$4,000), and to provide for an additional contingency of \$46,474. Under the proposed contract, the contractor will continue to revise the examination plan and revise and rescore the written examination incorporating the DOJ's input.

The proposed contract commenced October 6, 2023 and continues through June 30, 2026. The contract provides that compensation may not exceed \$114,754 for the entire approximate 2-year and 9-month term. The County may terminate the agreement by providing written notice.

The Office requested that the proposed contract be designated as a noncompetitive 902(f) award secured in the best interest of the County since IOS Solutions, Inc. developed and designed the examination plan and written examinations.

County Charter, Section 902(f), states that "when... [competitive] bidding is not appropriate, a contract shall be awarded only by competitive negotiations, unless such negotiations are not feasible. When neither competitive bidding nor competitive negotiations are feasible, contracts may be awarded by noncompetitive negotiations."

County Charter, Section 715, requires that "any contract must be approved by the County Council before it is executed if the contract is...for services for a term in excess of two years or involving the expenditure of more than \$25,000 per year...." As noted, the proposed contract commenced in October 2023, prior to Council approval. Additionally, the County utilized the prior contract to cover costs that were incurred subsequent to the October 2023 expiration date. Accordingly, these situations constitute violations of the aforementioned section of the County Charter.

Executive Summary

The County entered into a contract dated July 6, 2021 for a consultant to develop and validate a lawful New Selection Device for BCPD in accordance with Title VII, the Uniform Guidelines on Employee Selection Procedures (“UGESP”), 29 C.F.R. Part 1607, the Principles for the Validation and Use of Personnel Selection Procedures of the Society for Industrial and Organizational Psychologists (“SIOP Principles”), pursuant to the terms of a Settlement Agreement entered into between the County and the United States Department of Justice. The Settlement Agreement, among other things, required the consultant to develop an examination plan, and new written examinations for the positions of police officer and police cadet. The work from the consultant involves revising the examination plan, revising the written examinations as well as rescoring the new written examinations after DOJ’s input.

As a result of extensive discussions and negotiations between the Department of Justice (DOJ) and the County regarding the content of the examination plan and written examinations, additional time is needed for the Contractor (Industrial Organization Solutions, Inc.) to revise the examination plan, as well as, rescoring the new written examinations after the DOJ’s input. Purchase Order 10017388 is being presented to the County Council for approval, not to exceed \$114,754 .00 in cost, to allow continuation of these services.

Prepared by: Office of Law

FM-11 (Contract)

Council District(s) 5

Administrative Office

1021 Carroll Island Road, 21220

The Administration is requesting approval of a contract to acquire property totaling approximately 84.576 acres for \$10,000,000 to be used for passive recreation/open space purposes in the Middle River area. Bowley’s Quarters Investments 1, LLC currently owns the property, which is located at 1021 Carroll Island Road and zoned RC-5 (Rural Conservation – Rural Residential) and RC-20 (Rural Conservation – Critical Area). The property was formerly improved with the CP Crane Power Plant. See Exhibit A.

Fiscal Summary

Funding Source	Purchase Price	Notes
County	--	(1) Program Open Space funds.
State ⁽¹⁾	\$ 10,000,000	(2) Based on the purchase price, there is an associated reduction of approximately \$110,000 in property tax revenue annually.
Federal	--	
Other	--	
Total	<u>\$ 10,000,000 ⁽²⁾</u>	

Analysis

The Administration advised that it obtained two appraisals pursuant to Program Open Space (POS) policy for review by the Maryland Department of Natural Resources (DNR): one by Everett Benfield Advisors effective August 6, 2024, recommending \$10,570,000, and one by Dunkin Real Estate Advisors, LLC effective July 4, 2024, recommending \$14,420,000. The Administration further advised that following negotiations, the County and the property owner accepted a price of \$10,000,000. The Administration also advised that an appraisal review is being conducted and should be completed by August 27; the State may consider the appraisal review (along with other information) in its approval of POS funding. The Administration advised that the County is anticipating full POS reimbursement for this purchase.

The approximate 84.576-acre property to be acquired is part of an approximate 118-acre site, of which the owner will retain approximately 33 acres; the portion to be acquired consists of vacant redeveloped residential land including a pier in poor condition, paved parking areas, a warehouse, and a security fence. The contract states that the seller is responsible for removing trash, debris, and personal property; should the seller fail to do so, the purchase price of the property may be adjusted to reflect the County's cost for the removal. The contract also states that the seller is responsible for razing the warehouse structure, removing any and all fencing and obstructions, and filling and capping any and all wells and septic or storage tanks prior to closing. The Administration advised that the seller is also responsible for mitigating ongoing risks from hazardous materials at the site and that this mitigation process is underway.

The Administration advised that in July 2024, a former subcontractor at the property filed to establish a lien against the property; the Administration further advised that the seller is obligated to convey a free and clear title to the County, and in the event the lawsuit is successful and a lien is established, the County would have the option either to terminate the contract with no liability or to accept the title subject to the lien.

The Administration advised that the County anticipates preserving the land as open space for passive recreational opportunities; however, specific plans have not been developed and future costs, including maintenance, are dependent upon the scope and nature of the plans. The Administration further advised that it intends to pursue the construction of a rail trail along the dormant railroad tracks that run from the acquisition site to Eastern Regional Park.

The Administration advised that, in addition to the \$10.0 million in State Program Open Space funding earmarked for this acquisition, the project budget includes \$1.25 million in State capital grant funding and \$1.7 million in federal funds to support post-acquisition park related improvements. The Administration further advised that as of August 21, 2024, the County had not expended/encumbered any funds for this project, excluding the amount associated with this acquisition.

On November 20, 2023, the Council approved Resolution 34-23, which amended the Baltimore County Water Supply and Sewerage Plan as follows:

<u>Address/Property Name</u>	<u>Former Designation</u>	<u>Current Designation (Res. 34-23)</u>
1021 Carroll Island Road (CP Crane Generating Station); Parcel 155, Parcel 154 (between Parcel 155 and Parcel 141), and Parcel 141	W-7; S-7	W-1; S-1
1021 Carroll Island Road (CP Crane Generating Station); Parcel 154 (above Parcel 155), Parcel 140 Part 1, and Parcel 140 Part 2 Capital Facilities Area	W-7; S-7	W-3; S-3

County Charter, Section 715, requires Council approval of real property acquisitions where the purchase price exceeds \$5,000.

Executive Summary

PROGRAM TITLE: Program Open Space

PROJECT NO.: 10000943

FISCAL MATTER: Contract of Sale

PROPERTY OWNERS: Bowley's Quarters Investments 1, LLC

LOCATION: 1021 Carroll Island Road
Middle River, MD 21220

CONSIDERATION: \$10,000,000.00

PURPOSE OF PROJECT:

The purpose of this project is to preserve over 84 acres of the former Charles P. Crane (CP Crane) generating station in Middle River as passive parkland.

Located in close proximity to multiple County parks, approximately six miles from the Gunpowder Falls State Park, and adjacent to the Seneca Creek tributary of the Gunpowder River, this site provides potential connectivity in supporting a regional park network with a connected water trail access.

The acquisition will be funded by State Program Open Space funding, which is intended to support local jurisdiction efforts related to park acquisition, development and enhancement. In addition to the use of \$10 million in State Program Open Space funding to acquire the property, the County has received a \$1,666,279 federal earmark and \$1.25 million in State capital grants to support post-acquisition park related improvements.

The Seller will retain a portion of the site, and is pursuing low impact uses that support the resiliency of the regional power grid, and are consistent with County efforts to help the State of Maryland reach its goal of reducing greenhouse gas emissions by 40 percent by 2030.

LIMITS OF PROJECT: 1021 Carroll Island Road
Middle River, MD 21220

Prepared by: Administration