

INTRODUCED October 5, 2020  
PUBLIC HEARING October 19, 2020  
COUNCIL ACTION November 2, 2020  
EXECUTIVE ACTION November 4, 2020  
EFFECTIVE DATE November 4, 2020

**County Council Of  
Howard County, Maryland**

2020 Legislative Session

Legislative Day No. 14

**Bill No. 53-2020**

Introduced by: The Chairperson at the request of the County Executive

**AN ACT** pursuant to Section 612 of the Howard County Charter and Section 4.201A of the Howard County Code, approving the execution by Howard County, Maryland of one or more installment purchase agreements to finance the acquisition of land for a new elementary school in the Turf Valley neighborhood of Ellicott City, Maryland and the payment of any related costs in the aggregate maximum amount of \$6,000,000.

---

Introduced and read first time October 5, 2020. Ordered posted and hearing scheduled.

By order

Diane A. Jones  
Diane 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 October 19, 2020 and concluded on October 19, 2020.

By order

Diane A. Jones  
Diane Jones, Administrator

This Bill was read the third time on November 2, 2020 and Passed \_\_\_\_\_, Passed with amendments , Failed \_\_\_\_\_.

By order

Diane Schwartz Jones  
Diane Jones, Administrator

Sealed with the County Seal and presented to the County Executive for his approval this 3rd day of Nov., 2020 at 11:30 a.m./p.m.

By order

Diane A. Jones  
Diane Jones, Administrator

Approved/Vetoed by the County Executive November 4, 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           **WHEREAS**, the Howard County Board of Education (the “Board”) has determined that  
2 a present need exists for the acquisition of land for a new elementary school in the Turf Valley  
3 neighborhood of Ellicott City, Maryland (the “Land”) and has asked Howard County (the  
4 “County”) to acquire the Land through an installment purchase agreement (the “Installment  
5 Purchase Agreement”); and

6  
7           **WHEREAS**, the County has agreed to acquire the Land on behalf of the Board through  
8 the Installment Purchase Agreement; and

9  
10           **WHEREAS**, Section 4.201A of the Howard County Code prescribes procedures for and  
11 conditions under which an installment purchase of land may be used, including that the Director  
12 of Finance of the County review the terms of the proposed installment purchase agreement and  
13 prepare a report regarding such agreement and that the installment purchase agreement be  
14 approved by ordinance of the County Council; and

15  
16           **WHEREAS**, the Installment Purchase Agreement provides for the payment of the  
17 acquisition costs of the Land to be expended over a multi-year period; and

18  
19           **WHEREAS**, the Installment Purchase Agreement requires the payment by the County of  
20 funds from an appropriation in a later fiscal year and, therefore, requires County Council  
21 approval as a multi-year agreement pursuant to Section 612 of the Howard County Charter.

22  
23           **NOW, THEREFORE,**

1           **Section 1. Be it Enacted by the County Council of Howard County, Maryland** (the  
2 “County”), that in accordance with Section 612 of the Howard County Charter and Section  
3 4.201A of the Howard County Code, the County Council approves the financing of the  
4 acquisition of land for the intended use of construction of a new elementary school in the Turf  
5 Valley neighborhood of Ellicott City, Maryland through the “Installment Purchase Agreement,  
6 and the financing of related costs, including costs of issuance, in an aggregate amount not to  
7 exceed \$6,000,000. The County has determined that acquisition of the Land in fee simple  
8 through an Installment Purchase Agreement has a significant economic benefit to the County.

9

10           **Section 2. Be it further Enacted by the County Council of Howard County,**  
11 **Maryland**, that payments under the Installment Purchase Agreement may be expended over a  
12 multi-year period not to exceed two years after the date of execution and delivery of the  
13 Installment Purchase Agreement.

14

15           **Section 3. Be it further Enacted by the County Council of Howard County,**  
16 **Maryland**, that the installment payments under the Installment Purchase Agreement not paid  
17 upon settlement of the acquisition of the Land shall be paid ~~annually commencing on the first~~  
18 ~~anniversary~~ commencing after the date of the Installment Purchase Agreement and that interest  
19 thereon shall be paid annually at an interest rate that shall not exceed 1.00% per annum.

20

21           **Section 4. Be it further Enacted by the County Council of Howard County,**  
22 **Maryland**, that each of the County Executive of the County (the “County Executive”) and the  
23 Chief Administrative Officer of the County (the “Chief Administrative Officer”) is hereby

1 authorized to execute and deliver the Installment Purchase Agreement in substantially the same  
2 form as Exhibit A attached to this Ordinance, subject to such modifications, insertions and  
3 deletions as approved by the County Executive or the Chief Administrative Officer.

4  
5 **Section 5. Be it further Enacted by the County Council of Howard County,**  
6 **Maryland,** that each of the County Executive, the Chief Administrative Officer and the Director  
7 of Finance of the County is hereby authorized to execute and deliver any other agreements,  
8 documents, instruments and certificates, including, without limitation, tax certificates, under or  
9 in connection with the Installment Purchase Agreement, in each case in the name of and on  
10 behalf of the County.

11  
12 **Section 6. Be it further Enacted by the County Council of Howard County,**  
13 **Maryland,** that the County's obligations under the Installment Purchase Agreement shall be  
14 subject to annual appropriation by the County Council.

15  
16 **Section 7. Be it further Enacted by the County Council of Howard County,**  
17 **Maryland,** that this Ordinance shall be effective immediately upon its enactment.



Exhibit A

**INSTALLMENT PURCHASE AGREEMENT  
(Installment Purchase Agreement No. 2020 – 1)**

**HOWARD COUNTY, MARYLAND,**  
the County

and

**M-10 RESIDENTIAL LAND DEVELOPMENT, INC.,**  
the Seller

---

**INSTALLMENT PURCHASE AGREEMENT**

Installment Purchase Agreement No. 2020-1

Dated as of \_\_\_\_\_, 2020

---

---

TABLE OF CONTENTS

Page

ARTICLE I  
DEFINITIONS

Section 1.1. Definitions ..... 2  
Section 1.2. Rules of Construction..... 2

ARTICLE II  
PAYMENT OF PURCHASE PRICE

Section 2.1. Payment of Purchase Price ..... 3  
Section 2.2. Registration and Transfer of this Purchase Agreement..... 4

ARTICLE III  
REPRESENTATIONS AND WARRANTIES

Section 3.1. Representations and Warranties of the County ..... 5  
Section 3.2. Representations and Warranties of the Seller ..... 5

ARTICLE IV  
MISCELLANEOUS

Section 4.1. Parties in Interest..... 6  
Section 4.2. Binding Effect ..... 6  
Section 4.3. Severability..... 6  
Section 4.4. Prior Agreements Cancelled; No Merger..... 6  
Section 4.5. Amendments, Changes and Modifications..... 6  
Section 4.6. No Personal Liability of County Officials ..... 6  
Section 4.7. Governing Law..... 6  
Section 4.8. Notices..... 7

Section 4.9. Holidays ..... 7

EXHIBIT A - Description of Land

EXHIBIT B - Excerpt of Capital Budget

INSTALLMENT PURCHASE AGREEMENT

THIS INSTALLMENT PURCHASE AGREEMENT (this "Purchase Agreement") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between **HOWARD COUNTY, MARYLAND**, a body politic and corporate and political subdivision of the State of Maryland (the "County"), and **M-10 RESIDENTIAL LAND DEVELOPMENT, INC.**, a Maryland corporation (the "Seller," as defined herein).

RECITALS

The Seller is the owner of certain unimproved real property located in Howard County, Maryland and more particularly described in Exhibit A hereto (the "Land"). The County desires to acquire the Land for purposes of construction of one or more public schools and uses related thereto. The County has the legal right and authority to acquire property by condemnation. The County has advised the Seller that the County prefers to acquire the Land for construction of one or more public schools by consensual sale in lieu of condemnation. In lieu of a condemnation of the Land, the Seller and the County executed that certain Letter of Intent dated March 27, 2018, received March 30, 2018 regarding the potential sale by the Seller and purchase by the County of the Land.

The Seller desires to sell the Land to the County, and the County has agreed to purchase such Land, under threat of and in lieu of condemnation, in accordance with the provisions of the Purchase and Sale Agreement dated \_\_\_\_\_, 2020 (the "Sale Agreement"), by and between the County and the Seller for an aggregate purchase price of \$5,750,000. The County and the Seller have agreed that such purchase price payable to the Seller will be paid in installments by the County to the Seller.

Pursuant to Section 4.201A of the Howard County Code, the County may purchase land in fee simple through an installment purchase agreement upon the conditions and in compliance with the procedures set forth in such code section. Bill No. \_\_\_\_\_, passed by the County Council of the County on \_\_\_\_\_, 2020, approved by the County Executive of the County on \_\_\_\_\_, 2020 and effective on \_\_\_\_\_, 2020 authorizes, among other things, the County to execute and deliver this Purchase Agreement and to pay the purchase price of the Land in installment payments.

Board of Education of Howard County has approved the Land for use as an elementary school in accordance with Howard County Public School System's Policy 6000.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the County and the Seller hereby agree as follows:

## ARTICLE I

### DEFINITIONS

Section 1.1. Definitions. The terms defined in the recitals shall have the meaning therein provided. As used in this Purchase Agreement, the following terms have the following meanings, unless the context clearly indicates a different meaning:

“Business Day” or “business day” means a day on which (a) banks located in Maryland are not required or authorized by law or executive order to close for business, and (b) The New York Stock Exchange is not closed.

“County Council” means the County Council of the County.

“County Executive” means the County Executive of the County.

“Date of Settlement” means \_\_\_\_\_, 2020.

“First Payment” means \$3,900,000, the amount payable by the County to the Seller in immediately available funds on the Date of Settlement in accordance with this Purchase Agreement.

“Installment Purchase Price” means \$1,850,000, the installment purchase price to be paid by the County to the Seller in accordance with this Purchase Agreement.

“Installment Purchase Price Payment Date” means \_\_\_\_\_ 1, 2021.

“Person” or “person” means any natural person, firm, association, corporation, company, trust, partnership, public body or other entity.

“Purchase Price” means \$5,750,000, which amount consists of the Installment Purchase Price plus the First Payment.

“Seller” means M-10 Residential Land Development, Inc., a Maryland corporation, including its successors and permitted assigns.

Section 1.2. Rules of Construction. The words “hereof,” “herein,” “hereunder,” “hereto,” and other words of similar import refer to this Purchase Agreement in its entirety.

The terms “agree” and “agreements” contained herein are intended to include and mean “covenant” and “covenants”.

References to Articles, Sections, and other subdivisions of this Purchase Agreement are to the designated Articles, Sections, and other subdivisions of this Purchase Agreement.

The headings of this Purchase Agreement are for convenience only and shall not define or limit the provisions hereof.

All references made (a) in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders, and (b) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well.

The parties hereto acknowledge and agree that the recitals to this Purchase Agreement are true and correct, and such recitals are incorporated herein by this reference.

Time is of the essence in this Purchase Agreement.

## ARTICLE II

### PAYMENT OF PURCHASE PRICE

#### Section 2.1. Payment of Purchase Price.

(a) The County shall pay the First Payment in immediately available funds to the Seller on the Date of Settlement as part of the Purchase Price for the Land (subject to reduction in the amount of any prior deposits made by or on behalf of the County and received by the Seller for the acquisition of the Land). On the Installment Purchase Price Payment Date, the County shall pay in immediately available funds to the Seller \$1,868,500, which amount consists of the Installment Purchase Price plus accrued interest thereon calculated as set forth in Section 2.1(b) hereof.

(b) Interest on the unpaid balance of the Installment Purchase Price shall accrue from the Date of Settlement and shall be payable to the Seller on the Installment Purchase Price Payment Date at the rate of 1.00% per annum. Interest shall be calculated on the basis of a 360-day year of twelve 30-day months.

(c) Both the Installment Purchase Price and the interest on the unpaid balance thereof are payable in lawful money of the United States of America, at the time of payment.

(d) Payment of interest on the unpaid balance of the Installment Purchase Price and payment of the Installment Purchase Price shall be made by the County to the Seller on the Installment Purchase Price Payment Date by wire transfer to the Seller. The County shall use the bank account number provided by the Seller on file with the County on the 15<sup>th</sup> day before the Installment Purchase Price Payment Date, or if such 15<sup>th</sup> day is not a Business Day, the Business Day immediately preceding such day, for such payment. Promptly following the County's payment to the Seller of the Installment Purchase Price, and the interest thereon, the Seller shall present and surrender this Purchase Agreement at the office of the County.

(e) The obligation of the County to pay the Installment Purchase Price and accrued interest thereon is subject to the appropriation of money legally available for such purpose by the County Council. The County Executive will include in the budget request for the budget year the annual installment of the Installment Purchase Price and interest thereon to become due during such budget year. In the event sufficient funds shall not be appropriated by the County Council for the payment of the Installment Purchase Price and accrued interest thereon required to be paid under this Purchase Agreement, the County may terminate this Purchase Agreement at the end of the last fiscal year or earlier date for which an appropriation is available, without penalty, and the County shall not be obligated to make payment of the Installment Purchase Price and accrued interest thereon provided for herein beyond the last date for which an appropriation is available. The County shall deliver written notice to the Seller of such termination no later than seven business days after the County has knowledge that an appropriation will not be available. The County shall have no liability for the failure to give such notice. Upon termination of this Purchase Agreement for non-appropriation, the obligations of the County hereunder will cease. The County hereby represents and warrants that the amounts payable by the County under this Purchase Agreement are included in the County's Fiscal Year 2021 Capital Budget, a copy of the excerpt of which is attached hereto as Exhibit B.

(f) Notwithstanding anything in this Purchase Agreement to the contrary, in the event the County fails to pay to the Seller the Installment Purchase Price and interest due under this Purchase Agreement, the Seller shall have the right to take any action at law or in equity or under the Sale Agreement to enforce the performance and observance of any obligation, agreement or covenant of the County under this Purchase Agreement and under the Sale Agreement. The provisions of this Section 2.1(f) shall survive the termination of this Purchase Agreement.

Section 2.2. Registration and Transfer of this Purchase Agreement. Until the Installment Purchase Price and all interest thereon have been paid in full, the County shall maintain and keep at its offices registration books for the registration and transfer of this Purchase Agreement. The Seller shall not transfer or assign this Purchase Agreement or the Seller's right to receive payment pursuant to this Purchase Agreement except with the prior written consent of the County (which shall not be unreasonably withheld). For every registration of transfer of this Purchase Agreement, the County may make a charge sufficient to reimburse itself for any tax or other governmental charge required to be paid with respect to such transfer, which sum or sums shall be paid by the person requesting such transfer as a condition precedent to the exercise of the privilege of registering such transfer.



## ARTICLE III

### REPRESENTATIONS AND WARRANTIES

Section 3.1. Representations and Warranties of the County. The County makes the following representations to the Seller:

(a) The County is a body politic and corporate and a political subdivision of the State of Maryland.

(b) The County has the necessary power and authority to enter into this Purchase Agreement, to perform and observe the covenants and agreements on its part contained in this Purchase Agreement and to carry out and consummate all transactions contemplated hereby. By proper action, the County has duly authorized the execution and delivery of this Purchase Agreement.

(c) This Purchase Agreement has been duly and properly authorized, executed, sealed and delivered by the County, and, assuming the due authorization, execution and delivery of this Purchase Agreement by the Seller, constitutes the valid and legally binding obligation of the County, and is enforceable against the County in accordance with its terms.

(d) There are no proceedings pending or, to the knowledge of the County, threatened before any court or administrative agency that may affect the authority of the County to enter into this Purchase Agreement.

(e) The County's use of the Land is essential for the County to perform its governmental functions.

Section 3.2. Representations and Warranties of the Seller. The Seller makes the following representations and warranties to the County with respect to itself.

(a) The Seller has full power and authority to execute and deliver this Purchase Agreement and to incur and perform the obligations provided for herein. No consent or approval of any person or public authority or regulatory body is required as a condition to the validity or enforceability of this Purchase Agreement, or, if required, the same has been duly obtained.

(b) This Purchase Agreement has been duly and properly executed by the Seller, and assuming the due authorization, execution and delivery of this Purchase Agreement by the County, constitutes a valid and legally binding obligation of the Seller, and is fully enforceable in accordance with its terms.

(c) There is no litigation or proceeding pending or, so far as the Seller knows, threatened before any court or administrative agency that, in the opinion of the Seller, will materially adversely affect the authority of the Seller to enter into, or the validity or enforceability of, this Purchase Agreement.

## ARTICLE IV

### MISCELLANEOUS

Section 4.1. Parties in Interest. Except as herein otherwise specifically provided, nothing in this Purchase Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation, other than the County and the Seller, any right, remedy or claim under or by reason of this Purchase Agreement, this Purchase Agreement being intended to be for the sole and exclusive benefit of the County and the Seller.

Section 4.2. Binding Effect. This Purchase Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

Section 4.3. Severability. In case any one or more of the provisions of this Purchase Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Purchase Agreement and this Purchase Agreement shall be construed and enforced as if such illegal or invalid provisions had not been contained herein or therein.

Section 4.4. Prior Agreements Cancelled; No Merger. Except regarding the Sale Agreement, this Purchase Agreement shall completely and fully supersede all other prior agreements, both written and oral, between the County and the Seller relating to the payment of the Purchase Price. Except regarding the Sale Agreement, neither the County nor the Seller shall hereafter have any rights under such prior agreements but shall look solely to this Purchase Agreement and the Sale Agreement for definitions and determination of all of their respective rights, liabilities and responsibilities relating to the Land and the payment of the Purchase Price. To the extent any provision in the Sale Agreement irreconcilably conflicts with any provision herein, the provision of this Purchase Agreement shall control.

Section 4.5. Amendments, Changes and Modifications. This Purchase Agreement may not be amended, changed, modified, altered or terminated except by an agreement in writing between the County and the Seller.

Section 4.6. No Personal Liability of County Officials. No covenant or agreement contained in this Purchase Agreement shall be deemed to be the covenant or agreement of any official, officer, agent or employee of the County in his or her individual capacity, and neither the officers or employees of the County nor any official executing this Purchase Agreement shall be liable personally on this Purchase Agreement or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 4.7. Governing Law. The laws of the State of Maryland shall govern the construction and enforcement of this Purchase Agreement.

Section 4.8. Notices. Except as otherwise provided in this Purchase Agreement, all notices, demands, requests, consents, approvals, certificates or other communications required under this Purchase Agreement to be in writing shall be sufficiently given and shall be deemed to have been properly given three Business Days after the same is mailed by certified mail, postage prepaid, return receipt requested, addressed to the person to whom any such notice, demand, request, approval, certificate or other communication is to be given, at the address for such person designated below:

If to the County: Rafiu Ighile  
Director of Finance  
George Howard Building  
3430 Courthouse Drive  
Ellicott City, Maryland 21043

With copy to: Gary W. Kuc  
County Solicitor  
3450 Courthouse Drive  
Ellicott City, Maryland 21043

If to the Seller: M-10 Residential Land Development, Inc.  
1205 York Road  
Lutherville, Maryland 21093  
Attn: Louis Mangione

With copy to: Talkin & Oh, LLP  
5100 Dorsey Hall Drive  
Ellicott City, Maryland 21042  
Attn: Sang W. Oh and Dylan Springmann

Any of the foregoing may, by notice given hereunder to each of the others, designate any further or different addresses to which subsequent notices, demands, requests, consents, approvals, certificates or other communications shall be sent hereunder.

Section 4.9. Holidays. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Purchase Agreement, shall not be a Business Day, such payment may, unless otherwise provided in this Purchase Agreement, be made or act performed or right exercised on the next succeeding Business Day with the same force and effect as if done on the nominal date provided in this Purchase Agreement, and in the case of payment no interest shall accrue for the period after such nominal date.

WITNESS the signatures and seals of the parties hereto as of the date first above written.

WITNESS/ATTEST:

HOWARD COUNTY, MARYLAND

\_\_\_\_\_  
Lonnie R. Robbins  
Chief Administrative Officer

By: \_\_\_\_\_ (SEAL)  
Calvin Ball  
County Executive

[COUNTY'S SEAL]

APPROVED:

\_\_\_\_\_  
Thomas Meunier, P.E., Director  
Department of Public Works

APPROVED FOR SUFFICIENCY OF FUNDS:

\_\_\_\_\_  
Rafiu Ighile, Director  
Department of Finance

APPROVED FOR FORM AND LEGAL SUFFICIENCY  
this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Gary W. Kuc  
County Solicitor

\_\_\_\_\_  
Morenike Euba Oyenusi, Reviewing Attorney  
Senior Assistant County Solicitor

**SELLER:**

WITNESS:

M-10 RESIDENTIAL LAND DEVELOPMENT,  
INC., a Maryland corporation

\_\_\_\_\_

By: \_\_\_\_\_  
Louis Mangione  
President

EXHIBIT A

DESCRIPTION OF LAND

Non-Buildable Bulk Parcel 'CC-2', containing approximately 10.18 acres, as identified on the Plat entitled "Villages at Turf Valley, Phase 1, Section 3", recorded as Plat #23330-23333 among the Land Records of Howard County, Maryland.

EXCERPT OF CAPITAL BUDGET

(see attached)

# Fiscal 2021 Capital Budget

# GENERAL COUNTY PROJECTS

## Project: C0359-FY2019 TURF VALLEY SCHOOL SITE ACQUISITION

### Description

A project to purchase land for a new elementary school in the Turf Valley neighborhood of Ellicott City. It will include all costs associated with the land acquisition.

### Justification

The school system anticipates that growth will exceed 110% of utilization and will not be able to serve the anticipated growth of students at existing facilities. Enrollment projections show that the area will increase by 700 students over the next ten years. This growth will require new capacity.

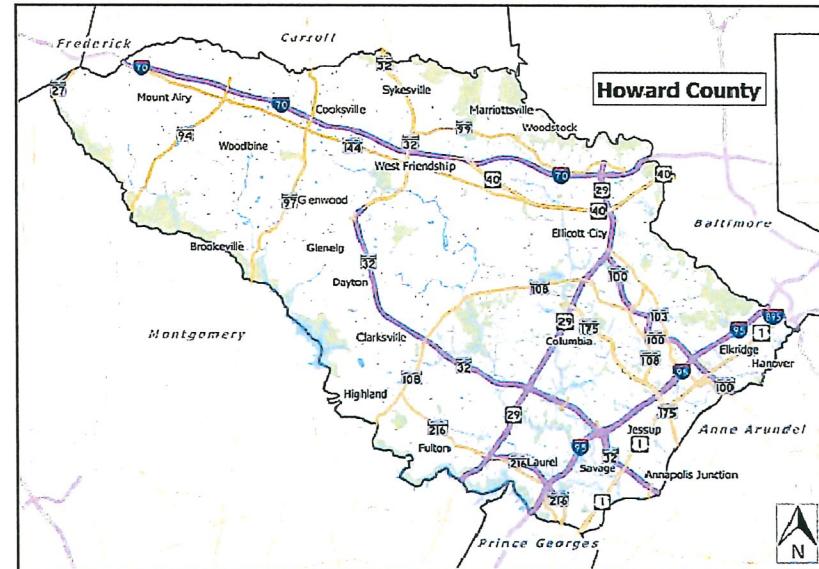
### Remarks

County will purchase land for the school system. All other costs of development will be included in a separate capital project managed by the Board of Education.

### Project Schedule

FY21|22- Negotiate agreement  
FY22 - Purchase land.

### Operating Budget Impact





# Fiscal 2021 Capital Budget

# GENERAL COUNTY PROJECTS

## Project: C0359-FY2019 TURF VALLEY SCHOOL SITE ACQUISITION

(In Thousands)	Five Year Capital Program										Master Plan			
	Prior Appr.	FY2021 Budget	Appr. Total	Fiscal 2022	Fiscal 2023	Fiscal 2024	Fiscal 2025	Fiscal 2026	Sub Total	Fiscal 2027	Fiscal 2028	Fiscal 2029	Fiscal 2030	Total Project
LAND ACQUISITION	4,000	0	4,000	2,000	0	0	0	0	2,000	0	0	0	0	6,000
<b>Total Expenditures</b>	<b>4,000</b>	<b>0</b>	<b>4,000</b>	<b>2,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6,000</b>
BONDS	4,000	0	4,000	2,000	0	0	0	0	2,000	0	0	0	0	6,000
<b>Total Funding</b>	<b>4,000</b>	<b>0</b>	<b>4,000</b>	<b>2,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6,000</b>

**\$17,820 spent and encumbered through February 2020**

**\$16,430 spent and encumbered through February 2019**

**Project Status** Appraisal of 12.25 acres of land in the Turf Valley area completed in 2017.

FY 2020 Budget	4,000	2,000	<b>6,000</b>	0	0	0	0	0	<b>0</b>	0	0	0	<b>6,000</b>
Difference 2020 / 2021	0	(2,000)	<b>(2,000)</b>	2,000	0	0	0	0	<b>2,000</b>	0	0	0	<b>0</b>

July 22, 2020

Howard County, MD

Version : Council Approved

INTRODUCED October 5, 2020  
PUBLIC HEARING October 19, 2020  
COUNCIL ACTION November 2, 2020  
EXECUTIVE ACTION \_\_\_\_\_  
EFFECTIVE DATE \_\_\_\_\_

**County Council Of  
Howard County, Maryland**

2020 Legislative Session

Legislative Day No. 14

**Bill No. 53 -2020**

Introduced by: The Chairperson at the request of the County Executive

**AN ACT** pursuant to Section 612 of the Howard County Charter and Section 4.201A of the Howard County Code, approving the execution by Howard County, Maryland of one or more installment purchase agreements to finance the acquisition of land for a new elementary school in the Turf Valley neighborhood of Ellicott City, Maryland and the payment of any related costs in the aggregate maximum amount of \$6,000,000.

Introduced and read first time October 5, 2020. Ordered posted and hearing scheduled.

By order \_\_\_\_\_

Diane Schwartz Jones  
Diane 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 and concluded on \_\_\_\_\_, 2020.

By order \_\_\_\_\_

Diane Jones, Administrator

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

By order \_\_\_\_\_

Diane Jones, Administrator

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

By order \_\_\_\_\_

Diane 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           **WHEREAS**, the Howard County Board of Education (the “Board”) has determined that  
2 a present need exists for the acquisition of land for a new elementary school in the Turf Valley  
3 neighborhood of Ellicott City, Maryland (the “Land”) and has asked Howard County (the  
4 “County”) to acquire the Land through an installment purchase agreement (the “Installment  
5 Purchase Agreement”); and

6  
7           **WHEREAS**, the County has agreed to acquire the Land on behalf of the Board through  
8 the Installment Purchase Agreement; and

9  
10           **WHEREAS**, Section 4.201A of the Howard County Code prescribes procedures for and  
11 conditions under which an installment purchase of land may be used, including that the Director  
12 of Finance of the County review the terms of the proposed installment purchase agreement and  
13 prepare a report regarding such agreement and that the installment purchase agreement be  
14 approved by ordinance of the County Council; and

15  
16           **WHEREAS**, the Installment Purchase Agreement provides for the payment of the  
17 acquisition costs of the Land to be expended over a multi-year period; and

18  
19           **WHEREAS**, the Installment Purchase Agreement requires the payment by the County of  
20 funds from an appropriation in a later fiscal year and, therefore, requires County Council  
21 approval as a multi-year agreement pursuant to Section 612 of the Howard County Charter.

22  
23           **NOV, THEREFORE,**

1           **Section 1. Be it Enacted by the County Council of Howard County, Maryland** (the  
2 "County"), that in accordance with Section 612 of the Howard County Charter and Section  
3 4.201A of the Howard County Code, the County Council approve the financing of the  
4 acquisition of land for the intended use of construction of a new elementary school in the Turf  
5 Valley neighborhood of Ellicott City, Maryland through the "Installment Purchase Agreement,  
6 and the financing of related costs, including costs of issuance, in an aggregate amount not to  
7 exceed \$6,000,000. The County has determined that acquisition of the Land in fee simple  
8 through an Installment Purchase Agreement has a significant economic benefit to the County.

9  
10           **Section 2. Be it further Enacted by the County Council of Howard County,**  
11 **Maryland,** that payments under the Installment Purchase Agreement may be expended over a  
12 multi-year period not to exceed two years after the date of execution and delivery of the  
13 Installment Purchase Agreement.

14  
15           **Section 3. Be it further Enacted by the County Council of Howard County,**  
16 **Maryland,** that the installment payments under the Installment Purchase Agreement not paid  
17 upon settlement of the acquisition of the Land shall be paid annually commencing on the first  
18 anniversary date of the Installment Purchase Agreement and that interest thereon shall be paid  
19 annually at an interest rate that shall not exceed 1.00% per annum.

20  
21           **Section 4. Be it further Enacted by the County Council of Howard County,**  
22 **Maryland,** that each of the County Executive of the County (the "County Executive") and the  
23 Chief Administrative Officer of the County (the "Chief Administrative Officer") is hereby  
24 authorized to execute and deliver the Installment Purchase Agreement in substantially the same

1 form as Exhibit A attached to this Ordinance, subject to such modifications, insertions and  
2 deletions as approved by the County Executive or the Chief Administrative Officer.

3

4 **Section 5. Be it further Enacted by the County Council of Howard County,**  
5 **Maryland,** that each of the County Executive, the Chief Administrative Officer and the Director  
6 of Finance of the County is hereby authorized to execute and deliver any other agreements,  
7 documents, instruments and certificates, including, without limitation, tax certificates, under or  
8 in connection with the Installment Purchase Agreement, in each case in the name of and on  
9 behalf of the County.

10

11 **Section 6. Be it further Enacted by the County Council of Howard County,**  
12 **Maryland,** that the County's obligations under the Installment Purchase Agreement shall be  
13 subject to annual appropriation by the County Council.

14

15 **Section 7. Be it further Enacted by the County Council of Howard County,**  
16 **Maryland,** that this Ordinance shall be effective immediately upon its enactment.

Exhibit A

**INSTALLMENT PURCHASE AGREEMENT  
(Installment Purchase Agreement No. 2020 – 1)**

**HOWARD COUNTY, MARYLAND,**  
the County

and

**M-10 RESIDENTIAL LAND DEVELOPMENT, INC.,**  
the Seller

---

**INSTALLMENT PURCHASE AGREEMENT**

Installment Purchase Agreement No. 2020-1

Dated as of \_\_\_\_\_, 2020

---

---

---

---

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I .....	2
DEFINITIONS.....	2
Section 1.1.    Definitions .....	2
Section 1.2.    Rules of Construction .....	2
ARTICLE II.....	3
PAYMENT OF PURCHASE PRICE.....	3
Section 2.1.    Payment of Purchase Price .....	3
Section 2.2.    Registration and Transfer of this Purchase Agreement.....	4
ARTICLE III.....	5
REPRESENTATIONS AND WARRANTIES.....	5
Section 3.1.    Representations and Warranties of the County .....	5
Section 3.2.    Representations and Warranties of the Seller.....	5
ARTICLE IV .....	6
MISCELLANEOUS .....	6
Section 4.1.    Parties in Interest .....	6
Section 4.2.    Binding Effect.....	6
Section 4.3.    Severability.....	6
Section 4.4.    Prior Agreements Cancelled; No Merger .....	6
Section 4.5.    Amendments, Changes and Modifications.....	6
Section 4.6.    No Personal Liability of County Officials.....	6
Section 4.7.    Governing Law .....	6
Section 4.8.    Notices .....	7
Section 4.9.    Holidays.....	7
EXHIBIT A - Description of Land	
EXHIBIT B - Excerpt of Capital Budget	



INSTALLMENT PURCHASE AGREEMENT

THIS INSTALLMENT PURCHASE AGREEMENT (this "Purchase Agreement") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between **HOWARD COUNTY, MARYLAND**, a body politic and corporate and political subdivision of the State of Maryland (the "County"), and **M-10 RESIDENTIAL LAND DEVELOPMENT, INC.**, a Maryland corporation (the "Seller," as defined herein).

RECITALS

The Seller is the owner of certain unimproved real property located in Howard County, Maryland and more particularly described in Exhibit A hereto (the "Land"). The County desires to acquire the Land for purposes of construction of one or more public schools and uses related thereto. The County has the legal right and authority to acquire property by condemnation. The County has advised the Seller that the County prefers to acquire the Land for construction of one or more public schools by consensual sale in lieu of condemnation. In lieu of a condemnation of the Land, the Seller and the County executed that certain Letter of Intent dated March 27, 2018, received March 30, 2018 regarding the potential sale by the Seller and purchase by the County of the Land.

The Seller desires to sell the Land to the County, and the County has agreed to purchase such Land, under threat of and in lieu of condemnation, in accordance with the provisions of the Purchase and Sale Agreement dated \_\_\_\_\_, 2020 (the "Sale Agreement"), by and between the County and the Seller for an aggregate purchase price of \$5,750,000. The County and the Seller have agreed that such purchase price payable to the Seller will be paid in installments by the County to the Seller.

Pursuant to Section 4.201A of the Howard County Code, the County may purchase land in fee simple through an installment purchase agreement upon the conditions and in compliance with the procedures set forth in such code section. Bill No. \_\_\_\_\_, passed by the County Council of the County on \_\_\_\_\_, 2020, approved by the County Executive of the County on \_\_\_\_\_, 2020 and effective on \_\_\_\_\_, 2020 authorizes, among other things, the County to execute and deliver this Purchase Agreement and to pay the purchase price of the Land in installment payments.

Board of Education of Howard County has approved the Land for use as an elementary school in accordance with Howard County Public School System's Policy 6000.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the County and the Seller hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. The terms defined in the recitals shall have the meaning therein provided. As used in this Purchase Agreement, the following terms have the following meanings, unless the context clearly indicates a different meaning:

“Business Day” or “business day” means a day on which (a) banks located in Maryland are not required or authorized by law or executive order to close for business, and (b) The New York Stock Exchange is not closed.

“County Council” means the County Council of the County.

“County Executive” means the County Executive of the County.

“Date of Settlement” means \_\_\_\_\_, 2020.

“First Payment” means \$3,900,000, the amount payable by the County to the Seller in immediately available funds on the Date of Settlement in accordance with this Purchase Agreement.

“Installment Purchase Price” means \$1,850,000, the installment purchase price to be paid by the County to the Seller in accordance with this Purchase Agreement.

“Installment Purchase Price Payment Date” means \_\_\_\_\_ 1, 2021.

“Person” or “person” means any natural person, firm, association, corporation, company, trust, partnership, public body or other entity.

“Purchase Price” means \$5,750,000, which amount consists of the Installment Purchase Price plus the First Payment.

“Seller” means M-10 Residential Land Development, Inc., a Maryland corporation, including its successors and permitted assigns.

Section 1.2. Rules of Construction. The words “hereof,” “herein,” “hereunder,” “hereto,” and other words of similar import refer to this Purchase Agreement in its entirety.

The terms “agree” and “agreements” contained herein are intended to include and mean “covenant” and “covenants”.

References to Articles, Sections, and other subdivisions of this Purchase Agreement are to the designated Articles, Sections, and other subdivisions of this Purchase Agreement.

The headings of this Purchase Agreement are for convenience only and shall not define or limit the provisions hereof.

All references made (a) in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders, and (b) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well.

The parties hereto acknowledge and agree that the recitals to this Purchase Agreement are true and correct, and such recitals are incorporated herein by this reference.

Time is of the essence in this Purchase Agreement.

## ARTICLE II

### PAYMENT OF PURCHASE PRICE

#### Section 2.1. Payment of Purchase Price

(a) The County shall pay the First Payment in immediately available funds to the Seller on the Date of Settlement as part of the Purchase Price for the Land (subject to reduction in the amount of any prior deposits or similar payments made by or on behalf of the County to the Seller for the acquisition of the Land). On the Installment Purchase Price Payment Date, the County shall pay in immediately available funds to the Seller \$1,868,500, which amount consists of the Installment Purchase Price plus accrued interest thereon calculated as set forth in Section 2.1(b) hereof.

(b) Interest on the unpaid balance of the Installment Purchase Price shall accrue from the Date of Settlement and shall be payable to the Seller on the Installment Purchase Price Payment Date at the rate of 100% per annum. Interest shall be calculated on the basis of a 360-day year of twelve 30-day months.

(c) Both the Installment Purchase Price and the interest on the unpaid balance thereof are payable in lawful money of the United States of America, at the time of payment.

(d) Payment of interest on the unpaid balance of the Installment Purchase Price and payment of the Installment Purchase Price shall be made by the County to the Seller on the Installment Purchase Price Payment Date by wire transfer to the Seller. The County shall use the bank account number provided by the Seller on file with the County on the 15<sup>th</sup> day before the Installment Purchase Price Payment Date, or if such 15<sup>th</sup> day is not a Business Day, the Business Day immediately preceding such day, for such payment. Promptly following the County's payment to the Seller of the Installment Purchase Price, and the interest thereon, the Seller shall present and surrender this Purchase Agreement at the office of the County.

(e) The obligation of the County to pay the Installment Purchase Price and accrued interest thereon is subject to the appropriation of money legally available for such purpose by the County Council. The County Executive will include in the budget request for the budget year the annual installment of the Installment Purchase Price and interest thereon to become due during such budget year. In the event sufficient funds shall not be appropriated by the County Council for the payment of the Installment Purchase Price and accrued interest thereon required to be paid under this Purchase Agreement, the County may terminate this Purchase Agreement at the end of the last fiscal year or earlier date for which an appropriation is available, without penalty, and the County shall not be obligated to make payment of the Installment Purchase Price and accrued interest thereon provided for herein beyond the last date for which an appropriation is available. The County shall deliver written notice to the Seller of such termination no later than seven business days after the County has knowledge that an appropriation will not be available. The County shall have no liability for the failure to give such notice. Upon termination of this Purchase Agreement for non-appropriation, the obligations of the County hereunder will cease. The County hereby represents and warrants that the amounts payable by the County under this Purchase Agreement are included in the County's Fiscal Year 2021 Capital Budget, a copy of the excerpt of which is attached hereto as Exhibit B.

(f) Notwithstanding anything in this Purchase Agreement to the contrary, in the event the County fails to pay to the Seller the Installment Purchase Price and interest due under this Purchase Agreement, the Seller shall have the right to take any action at law or in equity to enforce the performance and observance of any obligation, agreement or covenant of the County under this Purchase Agreement and under the Sale Agreement. The provisions of this Section 2.1(f) shall survive the termination of this Purchase Agreement.

Section 2.2. Registration and Transfer of this Purchase Agreement. Until the Installment Purchase Price and all interest thereon have been paid in full, the County shall maintain and keep at its offices registration books for the registration and transfer of this Purchase Agreement. The Seller shall not transfer or assign this Purchase Agreement or the Seller's right to receive payment pursuant to this Purchase Agreement except with the prior written consent of the County (which shall not be unreasonably withheld). For every registration of transfer of this Purchase Agreement, the County may make a charge sufficient to reimburse itself for any tax or other governmental charge required to be paid with respect to such transfer, which sum or sums shall be paid by the person requesting such transfer as a condition precedent to the exercise of the privilege of registering such transfer.

## ARTICLE III

### REPRESENTATIONS AND WARRANTIES

Section 3.1. Representations and Warranties of the County. The County makes the following representations to the Seller:

(a) The County is a body politic and corporate and a political subdivision of the State of Maryland.

(b) The County has the necessary power and authority to enter into this Purchase Agreement, to perform and observe the covenants and agreements on its part contained in this Purchase Agreement and to carry out and consummate all transactions contemplated hereby. By proper action, the County has duly authorized the execution and delivery of this Purchase Agreement.

(c) This Purchase Agreement has been duly and properly authorized, executed, sealed and delivered by the County, and, assuming the due authorization, execution and delivery of this Purchase Agreement by the Seller, constitutes the valid and legally binding obligation of the County, and is enforceable against the County in accordance with its terms.

(d) There are no proceedings pending or, to the knowledge of the County, threatened before any court or administrative agency that may affect the authority of the County to enter into this Purchase Agreement.

(e) The County's use of the Land is essential for the County to perform its governmental functions.

Section 3.2. Representations and Warranties of the Seller. The Seller makes the following representations and warranties to the County with respect to itself.

(a) The Seller has full power and authority to execute and deliver this Purchase Agreement and to incur and perform the obligations provided for herein. No consent or approval of any person or public authority or regulatory body is required as a condition to the validity or enforceability of this Purchase Agreement, or, if required, the same has been duly obtained.

(b) This Purchase Agreement has been duly and properly executed by the Seller, and assuming the due authorization, execution and delivery of this Purchase Agreement by the County, constitutes a valid and legally binding obligation of the Seller, and is fully enforceable in accordance with its terms.

(c) There is no litigation or proceeding pending or, so far as the Seller knows, threatened before any court or administrative agency that, in the opinion of the Seller, will materially adversely affect the authority of the Seller to enter into, or the validity or enforceability of, this Purchase Agreement.

## ARTICLE IV

### MISCELLANEOUS

Section 4.1. Parties in Interest. Except as herein otherwise specifically provided, nothing in this Purchase Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation, other than the County and the Seller, any right, remedy or claim under or by reason of this Purchase Agreement, this Purchase Agreement being intended to be for the sole and exclusive benefit of the County and the Seller.

Section 4.2. Binding Effect. This Purchase Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

Section 4.3. Severability. In case any one or more of the provisions of this Purchase Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Purchase Agreement and this Purchase Agreement shall be construed and enforced as if such illegal or invalid provisions had not been contained herein or therein.

Section 4.4. Prior Agreements Cancelled; No Merger. Except regarding the Sale Agreement, this Purchase Agreement shall completely and fully supersede all other prior agreements, both written and oral, between the County and the Seller relating to the payment of the Purchase Price. Except regarding the Sale Agreement, neither the County nor the Seller shall hereafter have any rights under such prior agreements but shall look solely to this Purchase Agreement and the Sale Agreement for definitions and determination of all of their respective rights, liabilities and responsibilities relating to the Land and the payment of the Purchase Price. To the extent any provision in the Sale Agreement conflicts or is inconsistent with any provision herein, the provision of this Purchase Agreement shall control.

Section 4.5. Amendments, Changes and Modifications. This Purchase Agreement may not be amended, changed, modified, altered or terminated except by an agreement in writing between the County and the Seller.

Section 4.6. No Personal Liability of County Officials. No covenant or agreement contained in this Purchase Agreement shall be deemed to be the covenant or agreement of any official, officer, agent or employee of the County in his or her individual capacity, and neither the officers or employees of the County nor any official executing this Purchase Agreement shall be liable personally on this Purchase Agreement or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 4.7. Governing Law. The laws of the State of Maryland shall govern the construction and enforcement of this Purchase Agreement.

Section 4.8. Notices. Except as otherwise provided in this Purchase Agreement, all notices, demands, requests, consents, approvals, certificates or other communications required under this Purchase Agreement to be in writing shall be sufficiently given and shall be deemed to have been properly given three Business Days after the same is mailed by certified mail, postage prepaid, return receipt requested, addressed to the person to whom any such notice, demand, request, approval, certificate or other communication is to be given, at the address for such person designated below:

If to the County: Rafiu Ighile  
Director of Finance  
George Howard Building  
3430 Courthouse Drive  
Ellicott City, Maryland 21043

With copy to: Gary W. Kuc  
County Solicitor  
3450 Courthouse Drive  
Ellicott City, Maryland 21043

If to the Seller: M-10 Residential Land Development, Inc.  
1205 York Road  
Lutherville, Maryland 21093  
Attn: Louis Mangione

With copy to: Talkin & Oh, LLP  
5100 Dorsey Hall Drive  
Ellicott City, Maryland 21042  
Attn: Sang W. Oh and Dylan Springmann

Any of the foregoing may, by notice given hereunder to each of the others, designate any further or different addresses to which subsequent notices, demands, requests, consents, approvals, certificates or other communications shall be sent hereunder.

Section 4.9. Holidays. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Purchase Agreement, shall not be a Business Day, such payment may, unless otherwise provided in this Purchase Agreement, be made or act performed or right exercised on the next succeeding Business Day with the same force and effect as if done on the nominal date provided in this Purchase Agreement, and in the case of payment no interest shall accrue for the period after such nominal date.

WITNESS the signatures and seals of the parties hereto as of the date first above written.

WITNESS/ATTEST:

HOWARD COUNTY, MARYLAND

\_\_\_\_\_  
Lonnie R. Robbins  
Chief Administrative Officer

By: \_\_\_\_\_ (SEAL)  
Calvin Ball  
County Executive

[COUNTY'S SEAL]

APPROVED:

\_\_\_\_\_  
Thomas Meunier, P.E., Director  
Department of Public Works

APPROVED FOR SUFFICIENCY OF FUNDS:

\_\_\_\_\_  
Rafiu Ighile, Director  
Department of Finance

APPROVED FOR FORM AND LEGAL SUFFICIENCY  
this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Gary W. Kuc  
County Solicitor

\_\_\_\_\_  
Morenike Eyo Oyenusi, Reviewing Attorney  
Senior Assistant County Solicitor



**SELLER:**

WITNESS:

M-10 RESIDENTIAL LAND DEVELOPMENT,  
INC., a Maryland corporation

\_\_\_\_\_

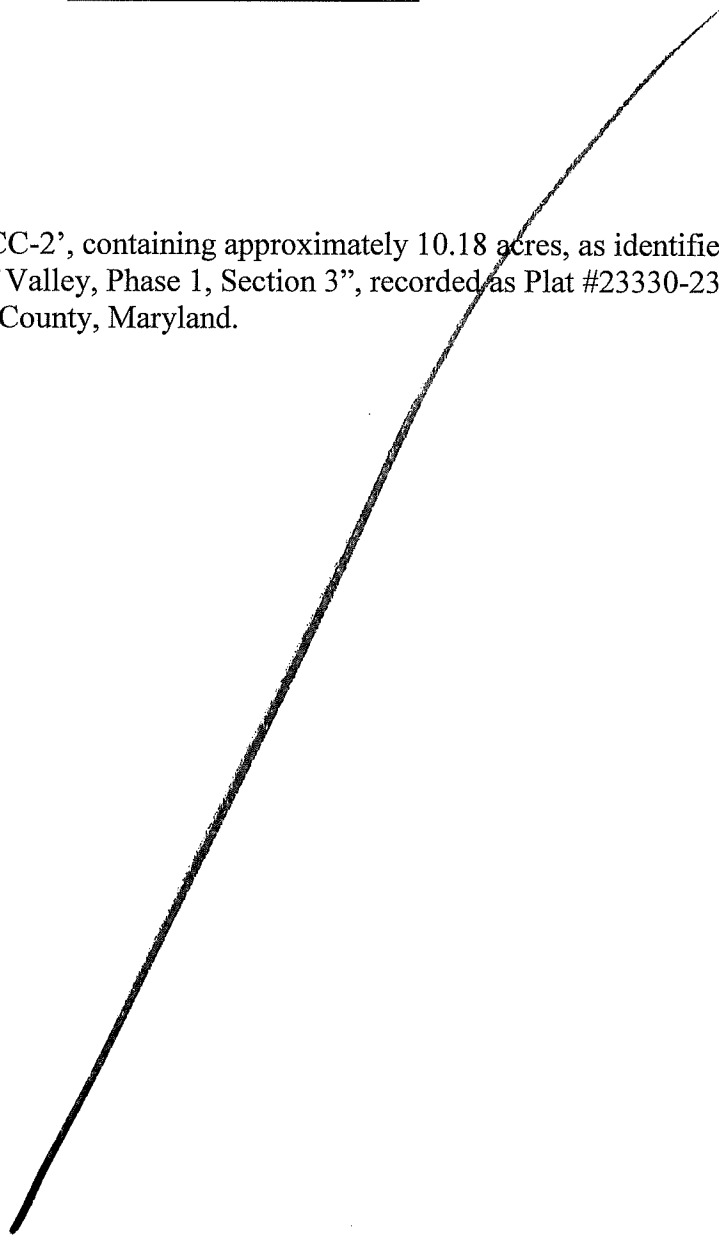
By: \_\_\_\_\_

Louis Mangione  
President

*[A large, thick, diagonal scribble or signature mark spans across the page, starting from the bottom left and extending towards the top right, crossing over the signature line.]*

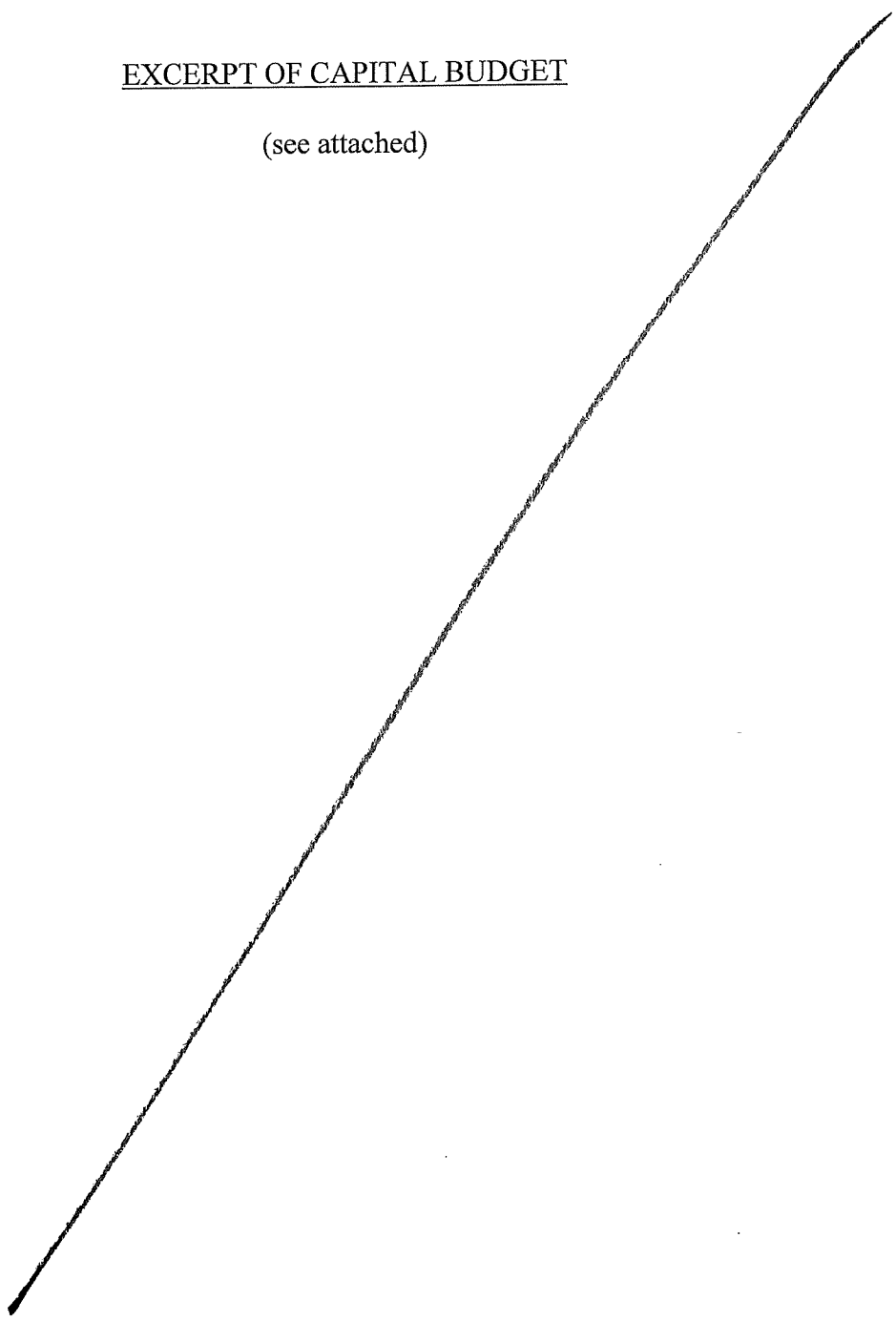
DESCRIPTION OF LAND

Non-Buildable Bulk Parcel 'CC-2', containing approximately 10.18 acres, as identified on the Plat entitled "Villages at Turf Valley, Phase 1, Section 3", recorded as Plat #23330-23333 among the Land Records of Howard County, Maryland.



EXCERPT OF CAPITAL BUDGET

(see attached)



# Fiscal 2021 Capital Budget

# GENERAL COUNTY PROJECTS

## Project: C0359-FY2019 TURF VALLEY SCHOOL SITE ACQUISITION

### Description

A project to purchase land for a new elementary school in the Turf Valley neighborhood of Ellicott City. It will include all costs associated with the land acquisition.

### Justification

The school system anticipates that growth will exceed 110% of utilization and will not be able to serve the anticipated growth of students at existing facilities. Enrollment projections show that the area will increase by 700 students over the next ten years. This growth will require new capacity.

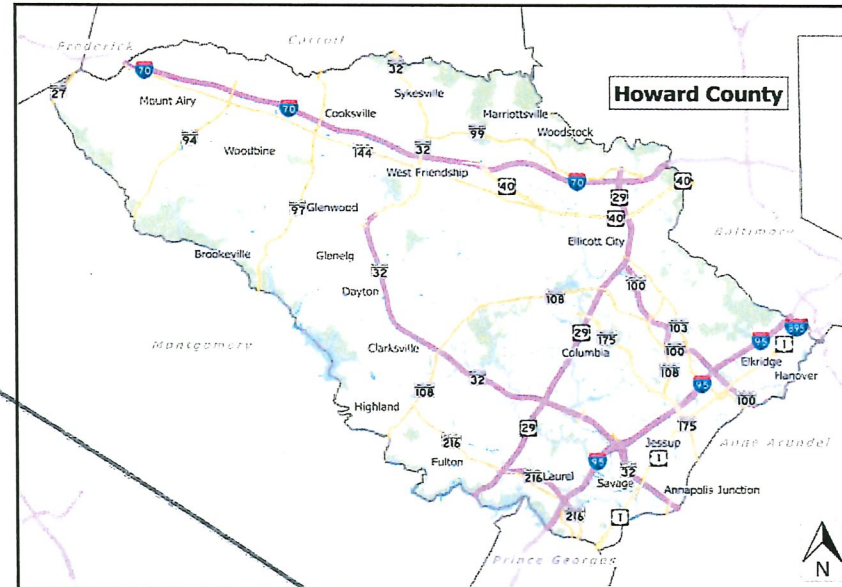
### Remarks

County will purchase land for the school system. All other costs of development will be included in a separate capital project managed by the Board of Education.

### Project Schedule

FY21|22- Negotiate agreement  
FY22 - Purchase land.

### Operating Budget Impact



# Fiscal 2021 Capital Budget

# GENERAL COUNTY PROJECTS

## Project: C0359-FY2019 TURF VALLEY SCHOOL SITE ACQUISITION

(In Thousands)

Appropriation Object Class	Five Year Capital Program									Master Plan				Total Project
	Prior Appr.	FY2021 Budget	Appr. Total	Fiscal 2022	Fiscal 2023	Fiscal 2024	Fiscal 2025	Fiscal 2026	Sub Total	Fiscal 2027	Fiscal 2028	Fiscal 2029	Fiscal 2030	
LAND ACQUISITION	4,000	0	4,000	2,000	0	0	0	0	2,000	0	0	0	0	6,000
<b>Total Expenditures</b>	<b>4,000</b>	<b>0</b>	<b>4,000</b>	<b>2,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6,000</b>
BONDS	4,000	0	4,000	2,000	0	0	0	0	2,000	0	0	0	0	6,000
<b>Total Funding</b>	<b>4,000</b>	<b>0</b>	<b>4,000</b>	<b>2,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6,000</b>

**\$17,820 spent and encumbered through February 2020**

**\$16,430 spent and encumbered through February 2019**

**Project Status** Appraisal of 12.25 acres of land in the Turf Valley area completed in 2017.

FY 2020 Budget	4,000	2,000	<b>6,000</b>	0	0	0	0	0	<b>0</b>	0	0	0	<b>6,000</b>
Difference 2020 / 2021	0	(2,000)	<b>(2,000)</b>	2,000	0	0	0	0	<b>2,000</b>	0	0	0	<b>0</b>



**BOARD OF EDUCATION OF HOWARD COUNTY  
MEETING AGENDA ITEM**

---

**TITLE:** Land Bank Acquisition for Future Turf Valley School Site      **DATE:** September 10, 2020

**PRESENTER(S):** Daniel Lubeley, Acting Director, Capital Planning and Construction

**Strategic Call To Action Alignment:** This process supports the Strategic Call to Action (SCTA) by providing operations and practices that are responsive, transparent, fiscally responsible and accountable.

---

**OVERVIEW:** The need for a future elementary school within the Turf Valley development, due to the projected student enrollment growth, has been identified since the 2015 Feasibility Study. The Howard County Public School System (HCPSS) staff has requested dedication of land from the Mangione Family Enterprises. The property under consideration is within the "Villages at Turf Valley," is approximately 10 acres in size, and is known as "Parcel CC-2". On September 8, 2016, the Board of Education authorized staff to contact the Howard County Executive to determine the viability of purchasing this property. The owner, Mangione Family Enterprises, has agreed to sell the property to Howard County. In turn, Howard County will transfer the land and deed it to the HCPSS for its land bank and use for a future school site.

Per Policy 6000, a report was presented to the Board on July 12, 2018, which was followed by a Public Hearing on August 23, 2018.

The property includes sufficient acreage to contain a school that meets the elementary school educational needs, including parking, playing fields, and accommodations for community use.

Attachment 1 – Geographical location of site with SY 2020-21 elementary attendance areas

---

**RECOMMENDATION/FUTURE DIRECTION:**

Staff recommends approval of the site for a future elementary school and requests the Board allow staff to finalize the purchase and transfer of the site from the County.

---

**SUBMITTED  
BY:**

Daniel Lubeley Acting  
Director Capital Planning  
and Construction

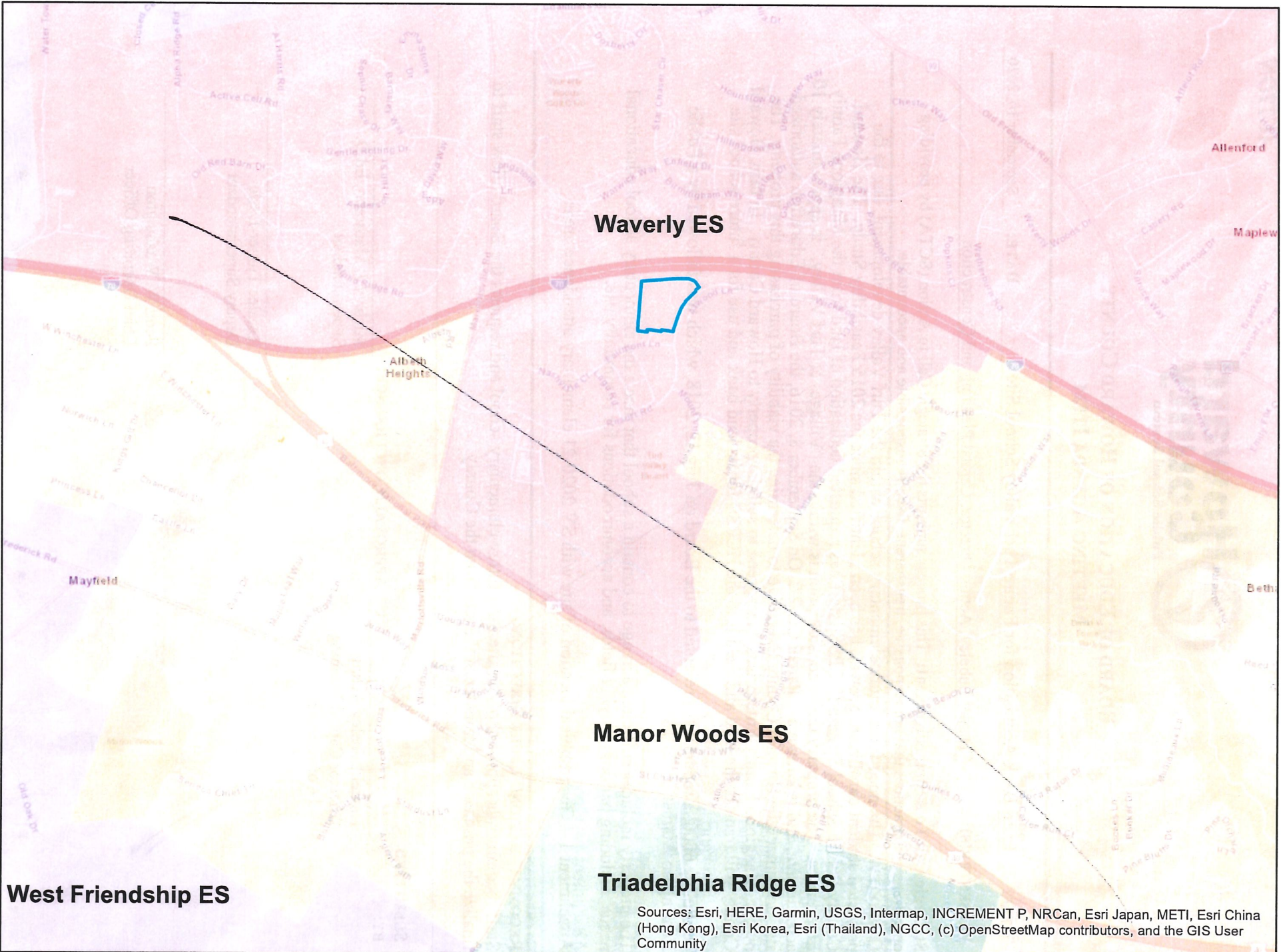
**APPROVAL/CONCURRENCE:**

Michael J. Martirano, Ed.D.  
Superintendent

Karalee Turner-Little  
Deputy Superintendent

Scott W. Washington  
Chief Operating Officer





**Waverly ES**

**Manor Woods ES**

**Triadelphia Ridge ES**

**West Friendship ES**

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community



# General Location Map - Site for Elementary School in Turf Valley



BY THE COUNCIL

This Bill, having been approved by the Executive and returned to the Council, stands enacted on November 4, 2020.

Diane Schwartz Jones  
Diane Schwartz Jones, Administrator to the County Council

BY THE COUNCIL

This Bill, having been passed by the yeas and nays of two-thirds of the members of the Council notwithstanding the objections of the Executive, stands enacted on \_\_\_\_\_, 2020.

\_\_\_\_\_  
Diane Schwartz Jones, Administrator to the County Council

BY THE COUNCIL

This Bill, having received neither the approval nor the disapproval of the Executive within ten days of its presentation, stands enacted on \_\_\_\_\_, 2020.

\_\_\_\_\_  
Diane Schwartz Jones, Administrator to the County Council

BY THE COUNCIL

This Bill, not having been considered on final reading within the time required by Charter, stands failed for want of consideration on \_\_\_\_\_, 2020.

\_\_\_\_\_  
Diane Schwartz Jones, Administrator to the County Council

BY THE COUNCIL

This Bill, having been disapproved by the Executive and having failed on passage upon consideration by the Council stands failed on \_\_\_\_\_, 2020.

\_\_\_\_\_  
Diane Schwartz Jones, Administrator to the County Council

BY THE COUNCIL

This Bill, the withdrawal of which received a vote of two-thirds (2/3) of the members of the Council, is withdrawn from further consideration on \_\_\_\_\_, 2020.

\_\_\_\_\_  
Diane Schwartz Jones, Administrator to the County Council



**Amendment 1 to Council Bill No. 53-2020**

**BY: The Chairperson at the request  
of the County Executive**

**Legislative Day 15  
Date: November 2, 2020**

**Amendment No. 1**

*(This Amendment substitutes a new agreement in order to specify:*

- 1. That the first payment may be subject to reduction for amounts received by the Seller;*
- 2. That the Seller shall have the right to take action under the Sale Agreement; and*
- 3. Language that directs which agreement shall control if there is a conflict between the Sale Agreement and the Installment Purchase Agreement.)*

1 On page 2, in line 17, strike “annually commencing on the first”.

2

3 On page 2, in line 18, strike “anniversary” and substitute “commencing after the”.

4

5 Remove the Installment Purchase Agreement, attached as exhibit A and substitute a revised  
6 agreement as attached to this amendment.

ADOPTED November 2, 2020  
FAILED  
SIGNATURE Diane Schwartz Jones

**HOWARD COUNTY, MARYLAND,**  
the County

and

**M-10 RESIDENTIAL LAND DEVELOPMENT, INC.,**  
the Seller

---

**INSTALLMENT PURCHASE AGREEMENT**

Installment Purchase Agreement No. 2020-1

Dated as of \_\_\_\_\_, 2020

---

---

TABLE OF CONTENTS

Page

ARTICLE I  
DEFINITIONS

Section 1.1. Definitions..... 2  
Section 1.2. Rules of Construction..... 2

ARTICLE II  
PAYMENT OF PURCHASE PRICE

Section 2.1. Payment of Purchase Price..... 3  
Section 2.2. Registration and Transfer of this Purchase Agreement..... 4

ARTICLE III  
REPRESENTATIONS AND WARRANTIES

Section 3.1. Representations and Warranties of the County ..... 5  
Section 3.2. Representations and Warranties of the Seller ..... 5

ARTICLE IV  
MISCELLANEOUS

Section 4.1. Parties in Interest..... 6  
Section 4.2. Binding Effect ..... 6  
Section 4.3. Severability..... 6  
Section 4.4. Prior Agreements Cancelled; No Merger..... 6  
Section 4.5. Amendments, Changes and Modifications..... 6  
Section 4.6. No Personal Liability of County Officials ..... 6  
Section 4.7. Governing Law..... 6  
Section 4.8. Notices..... 7

Section 4.9. Holidays ..... 7

EXHIBIT A - Description of Land

EXHIBIT B - Excerpt of Capital Budget

INSTALLMENT PURCHASE AGREEMENT

THIS INSTALLMENT PURCHASE AGREEMENT (this "Purchase Agreement") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between **HOWARD COUNTY, MARYLAND**, a body politic and corporate and political subdivision of the State of Maryland (the "County"), and **M-10 RESIDENTIAL LAND DEVELOPMENT, INC.**, a Maryland corporation (the "Seller," as defined herein).

RECITALS

The Seller is the owner of certain unimproved real property located in Howard County, Maryland and more particularly described in Exhibit A hereto (the "Land"). The County desires to acquire the Land for purposes of construction of one or more public schools and uses related thereto. The County has the legal right and authority to acquire property by condemnation. The County has advised the Seller that the County prefers to acquire the Land for construction of one or more public schools by consensual sale in lieu of condemnation. In lieu of a condemnation of the Land, the Seller and the County executed that certain Letter of Intent dated March 27, 2018, received March 30, 2018 regarding the potential sale by the Seller and purchase by the County of the Land.

The Seller desires to sell the Land to the County, and the County has agreed to purchase such Land, under threat of and in lieu of condemnation, in accordance with the provisions of the Purchase and Sale Agreement dated \_\_\_\_\_, 2020 (the "Sale Agreement"), by and between the County and the Seller for an aggregate purchase price of \$5,750,000. The County and the Seller have agreed that such purchase price payable to the Seller will be paid in installments by the County to the Seller.

Pursuant to Section 4.201A of the Howard County Code, the County may purchase land in fee simple through an installment purchase agreement upon the conditions and in compliance with the procedures set forth in such code section. Bill No. \_\_\_\_\_, passed by the County Council of the County on \_\_\_\_\_, 2020, approved by the County Executive of the County on \_\_\_\_\_, 2020 and effective on \_\_\_\_\_, 2020 authorizes, among other things, the County to execute and deliver this Purchase Agreement and to pay the purchase price of the Land in installment payments.

Board of Education of Howard County has approved the Land for use as an elementary school in accordance with Howard County Public School System's Policy 6000.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the County and the Seller hereby agree as follows:

ARTICLE I  
DEFINITIONS

Section 1.1. Definitions. The terms defined in the recitals shall have the meaning therein provided. As used in this Purchase Agreement, the following terms have the following meanings, unless the context clearly indicates a different meaning:

“Business Day” or “business day” means a day on which (a) banks located in Maryland are not required or authorized by law or executive order to close for business, and (b) The New York Stock Exchange is not closed.

“County Council” means the County Council of the County.

“County Executive” means the County Executive of the County.

“Date of Settlement” means \_\_\_\_\_, 2020.

“First Payment” means \$3,900,000, the amount payable by the County to the Seller in immediately available funds on the Date of Settlement in accordance with this Purchase Agreement.

“Installment Purchase Price” means \$1,850,000, the installment purchase price to be paid by the County to the Seller in accordance with this Purchase Agreement.

“Installment Purchase Price Payment Date” means \_\_\_\_\_ 1, 2021.

“Person” or “person” means any natural person, firm, association, corporation, company, trust, partnership, public body or other entity.

“Purchase Price” means \$5,750,000, which amount consists of the Installment Purchase Price plus the First Payment.

“Seller” means M-10 Residential Land Development, Inc., a Maryland corporation, including its successors and permitted assigns.

Section 1.2. Rules of Construction. The words “hereof,” “herein,” “hereunder,” “hereto,” and other words of similar import refer to this Purchase Agreement in its entirety.

The terms “agree” and “agreements” contained herein are intended to include and mean “covenant” and “covenants”.

References to Articles, Sections, and other subdivisions of this Purchase Agreement are to the designated Articles, Sections, and other subdivisions of this Purchase Agreement.

The headings of this Purchase Agreement are for convenience only and shall not define or limit the provisions hereof.

All references made (a) in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders, and (b) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well.

The parties hereto acknowledge and agree that the recitals to this Purchase Agreement are true and correct, and such recitals are incorporated herein by this reference.

Time is of the essence in this Purchase Agreement.

## ARTICLE II

### PAYMENT OF PURCHASE PRICE

#### Section 2.1. Payment of Purchase Price.

(a) The County shall pay the First Payment in immediately available funds to the Seller on the Date of Settlement as part of the Purchase Price for the Land (subject to reduction in the amount of any prior deposits made by or on behalf of the County and received by the Seller for the acquisition of the Land). On the Installment Purchase Price Payment Date, the County shall pay in immediately available funds to the Seller \$1,868,500, which amount consists of the Installment Purchase Price plus accrued interest thereon calculated as set forth in Section 2.1(b) hereof.

(b) Interest on the unpaid balance of the Installment Purchase Price shall accrue from the Date of Settlement and shall be payable to the Seller on the Installment Purchase Price Payment Date at the rate of 1.00% per annum. Interest shall be calculated on the basis of a 360-day year of twelve 30-day months.

(c) Both the Installment Purchase Price and the interest on the unpaid balance thereof are payable in lawful money of the United States of America, at the time of payment.

(d) Payment of interest on the unpaid balance of the Installment Purchase Price and payment of the Installment Purchase Price shall be made by the County to the Seller on the Installment Purchase Price Payment Date by wire transfer to the Seller. The County shall use the bank account number provided by the Seller on file with the County on the 15<sup>th</sup> day before the Installment Purchase Price Payment Date, or if such 15<sup>th</sup> day is not a Business Day, the Business Day immediately preceding such day, for such payment. Promptly following the County's payment to the Seller of the Installment Purchase Price, and the interest thereon, the Seller shall present and surrender this Purchase Agreement at the office of the County.

(e) The obligation of the County to pay the Installment Purchase Price and accrued interest thereon is subject to the appropriation of money legally available for such purpose by the County Council. The County Executive will include in the budget request for the budget year the annual installment of the Installment Purchase Price and interest thereon to become due during such budget year. In the event sufficient funds shall not be appropriated by the County Council for the payment of the Installment Purchase Price and accrued interest thereon required to be paid under this Purchase Agreement, the County may terminate this Purchase Agreement at the end of the last fiscal year or earlier date for which an appropriation is available, without penalty, and the County shall not be obligated to make payment of the Installment Purchase Price and accrued interest thereon provided for herein beyond the last date for which an appropriation is available. The County shall deliver written notice to the Seller of such termination no later than seven business days after the County has knowledge that an appropriation will not be available. The County shall have no liability for the failure to give such notice. Upon termination of this Purchase Agreement for non-appropriation, the obligations of the County hereunder will cease. The County hereby represents and warrants that the amounts payable by the County under this Purchase Agreement are included in the County's Fiscal Year 2021 Capital Budget, a copy of the excerpt of which is attached hereto as Exhibit B.

(f) Notwithstanding anything in this Purchase Agreement to the contrary, in the event the County fails to pay to the Seller the Installment Purchase Price and interest due under this Purchase Agreement, the Seller shall have the right to take any action at law or in equity or under the Sale Agreement to enforce the performance and observance of any obligation, agreement or covenant of the County under this Purchase Agreement and under the Sale Agreement. The provisions of this Section 2.1(f) shall survive the termination of this Purchase Agreement.

Section 2.2. Registration and Transfer of this Purchase Agreement. Until the Installment Purchase Price and all interest thereon have been paid in full, the County shall maintain and keep at its offices registration books for the registration and transfer of this Purchase Agreement. The Seller shall not transfer or assign this Purchase Agreement or the Seller's right to receive payment pursuant to this Purchase Agreement except with the prior written consent of the County (which shall not be unreasonably withheld). For every registration of transfer of this Purchase Agreement, the County may make a charge sufficient to reimburse itself for any tax or other governmental charge required to be paid with respect to such transfer, which sum or sums shall be paid by the person requesting such transfer as a condition precedent to the exercise of the privilege of registering such transfer.



## ARTICLE III

### REPRESENTATIONS AND WARRANTIES

Section 3.1. Representations and Warranties of the County. The County makes the following representations to the Seller:

(a) The County is a body politic and corporate and a political subdivision of the State of Maryland.

(b) The County has the necessary power and authority to enter into this Purchase Agreement, to perform and observe the covenants and agreements on its part contained in this Purchase Agreement and to carry out and consummate all transactions contemplated hereby. By proper action, the County has duly authorized the execution and delivery of this Purchase Agreement.

(c) This Purchase Agreement has been duly and properly authorized, executed, sealed and delivered by the County, and, assuming the due authorization, execution and delivery of this Purchase Agreement by the Seller, constitutes the valid and legally binding obligation of the County, and is enforceable against the County in accordance with its terms.

(d) There are no proceedings pending or, to the knowledge of the County, threatened before any court or administrative agency that may affect the authority of the County to enter into this Purchase Agreement.

(e) The County's use of the Land is essential for the County to perform its governmental functions.

Section 3.2. Representations and Warranties of the Seller. The Seller makes the following representations and warranties to the County with respect to itself.

(a) The Seller has full power and authority to execute and deliver this Purchase Agreement and to incur and perform the obligations provided for herein. No consent or approval of any person or public authority or regulatory body is required as a condition to the validity or enforceability of this Purchase Agreement, or, if required, the same has been duly obtained.

(b) This Purchase Agreement has been duly and properly executed by the Seller, and assuming the due authorization, execution and delivery of this Purchase Agreement by the County, constitutes a valid and legally binding obligation of the Seller, and is fully enforceable in accordance with its terms.

(c) There is no litigation or proceeding pending or, so far as the Seller knows, threatened before any court or administrative agency that, in the opinion of the Seller, will materially adversely affect the authority of the Seller to enter into, or the validity or enforceability of, this Purchase Agreement.

## ARTICLE IV

### MISCELLANEOUS

Section 4.1. Parties in Interest. Except as herein otherwise specifically provided, nothing in this Purchase Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation, other than the County and the Seller, any right, remedy or claim under or by reason of this Purchase Agreement, this Purchase Agreement being intended to be for the sole and exclusive benefit of the County and the Seller.

Section 4.2. Binding Effect. This Purchase Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

Section 4.3. Severability. In case any one or more of the provisions of this Purchase Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Purchase Agreement and this Purchase Agreement shall be construed and enforced as if such illegal or invalid provisions had not been contained herein or therein.

Section 4.4. Prior Agreements Cancelled; No Merger. Except regarding the Sale Agreement, this Purchase Agreement shall completely and fully supersede all other prior agreements, both written and oral, between the County and the Seller relating to the payment of the Purchase Price. Except regarding the Sale Agreement, neither the County nor the Seller shall hereafter have any rights under such prior agreements but shall look solely to this Purchase Agreement and the Sale Agreement for definitions and determination of all of their respective rights, liabilities and responsibilities relating to the Land and the payment of the Purchase Price. To the extent any provision in the Sale Agreement irreconcilably conflicts with any provision herein, the provision of this Purchase Agreement shall control.

Section 4.5. Amendments, Changes and Modifications. This Purchase Agreement may not be amended, changed, modified, altered or terminated except by an agreement in writing between the County and the Seller.

Section 4.6. No Personal Liability of County Officials. No covenant or agreement contained in this Purchase Agreement shall be deemed to be the covenant or agreement of any official, officer, agent or employee of the County in his or her individual capacity, and neither the officers or employees of the County nor any official executing this Purchase Agreement shall be liable personally on this Purchase Agreement or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 4.7. Governing Law. The laws of the State of Maryland shall govern the construction and enforcement of this Purchase Agreement.

Section 4.8. Notices. Except as otherwise provided in this Purchase Agreement, all notices, demands, requests, consents, approvals, certificates or other communications required under this Purchase Agreement to be in writing shall be sufficiently given and shall be deemed to have been properly given three Business Days after the same is mailed by certified mail, postage prepaid, return receipt requested, addressed to the person to whom any such notice, demand, request, approval, certificate or other communication is to be given, at the address for such person designated below:

If to the County: Rafiu Ighile  
Director of Finance  
George Howard Building  
3430 Courthouse Drive  
Ellicott City, Maryland 21043

With copy to: Gary W. Kuc  
County Solicitor  
3450 Courthouse Drive  
Ellicott City, Maryland 21043

If to the Seller: M-10 Residential Land Development, Inc.  
1205 York Road  
Lutherville, Maryland 21093  
Attn: Louis Mangione

With copy to: Talkin & Oh, LLP  
5100 Dorsey Hall Drive  
Ellicott City, Maryland 21042  
Attn: Sang W. Oh and Dylan Springmann

Any of the foregoing may, by notice given hereunder to each of the others, designate any further or different addresses to which subsequent notices, demands, requests, consents, approvals, certificates or other communications shall be sent hereunder.

Section 4.9. Holidays. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Purchase Agreement, shall not be a Business Day, such payment may, unless otherwise provided in this Purchase Agreement, be made or act performed or right exercised on the next succeeding Business Day with the same force and effect as if done on the nominal date provided in this Purchase Agreement, and in the case of payment no interest shall accrue for the period after such nominal date.

WITNESS the signatures and seals of the parties hereto as of the date first above written.

WITNESS/ATTEST:

HOWARD COUNTY, MARYLAND

\_\_\_\_\_  
Lonnie R. Robbins  
Chief Administrative Officer

By: \_\_\_\_\_ (SEAL)  
Calvin Ball  
County Executive

[COUNTY'S SEAL]

APPROVED:

\_\_\_\_\_  
Thomas Meunier, P.E., Director  
Department of Public Works

APPROVED FOR SUFFICIENCY OF FUNDS:

\_\_\_\_\_  
Rafiu Ighile, Director  
Department of Finance

APPROVED FOR FORM AND LEGAL SUFFICIENCY

this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Gary W. Kuc  
County Solicitor

\_\_\_\_\_  
Morenike Euba Oyenusi, Reviewing Attorney  
Senior Assistant County Solicitor

**SELLER:**

WITNESS:

M-10 RESIDENTIAL LAND DEVELOPMENT,  
INC., a Maryland corporation

\_\_\_\_\_

By: \_\_\_\_\_

Louis Mangione  
President

DESCRIPTION OF LAND

Non-Buildable Bulk Parcel 'CC-2', containing approximately 10.18 acres, as identified on the Plat entitled "Villages at Turf Valley, Phase 1, Section 3", recorded as Plat #23330-23333 among the Land Records of Howard County, Maryland.

EXHIBIT B

EXCERPT OF CAPITAL BUDGET

(see attached)

# Fiscal 2021 Capital Budget

# GENERAL COUNTY PROJECTS

## Project: C0359-FY2019 TURF VALLEY SCHOOL SITE ACQUISITION

### Operating Budget Impact

#### Description

A project to purchase land for a new elementary school in the Turf Valley neighborhood of Ellicott City. It will include all costs associated with the land acquisition.

#### Justification

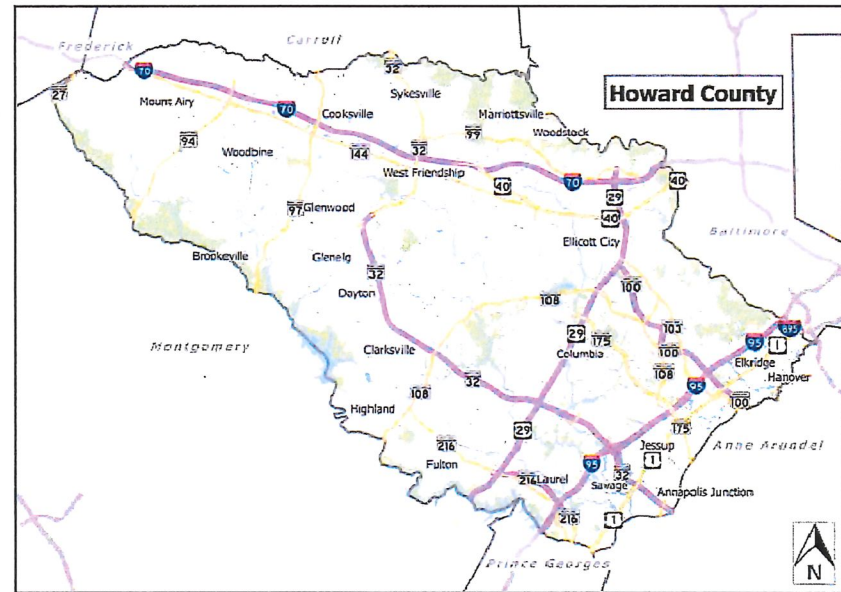
The school system anticipates that growth will exceed 110% of utilization and will not be able to serve the anticipated growth of students at existing facilities. Enrollment projections show that the area will increase by 700 students over the next ten years. This growth will require new capacity.

#### Remarks

County will purchase land for the school system. All other costs of development will be included in a separate capital project managed by the Board of Education.

#### Project Schedule

FY21|22- Negotiate agreement  
FY22 - Purchase land.





# Fiscal 2021 Capital Budget

# GENERAL COUNTY PROJECTS

## Project: C0359-FY2019 TURF VALLEY SCHOOL SITE ACQUISITION

(In Thousands)	Five Year Capital Program									Master Plan				
	Prior Appr.	FY2021 Budget	Appr. Total	Fiscal 2022	Fiscal 2023	Fiscal 2024	Fiscal 2025	Fiscal 2026	Sub Total	Fiscal 2027	Fiscal 2028	Fiscal 2029	Fiscal 2030	Total Project
LAND ACQUISITION	4,000	0	4,000	2,000	0	0	0	0	2,000	0	0	0	0	6,000
<b>Total Expenditures</b>	<b>4,000</b>	<b>0</b>	<b>4,000</b>	<b>2,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6,000</b>
BONDS	4,000	0	4,000	2,000	0	0	0	0	2,000	0	0	0	0	6,000
<b>Total Funding</b>	<b>4,000</b>	<b>0</b>	<b>4,000</b>	<b>2,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6,000</b>

**\$17,820 spent and encumbered through February 2020**

**\$16,430 spent and encumbered through February 2019**

**Project Status** Appraisal of 12.25 acres of land in the Turf Valley area completed in 2017.

FY 2020 Budget	4,000	2,000	<b>6,000</b>	0	0	0	0	0	<b>0</b>	0	0	0		<b>6,000</b>
Difference 2020 / 2021	0	(2,000)	<b>(2,000)</b>	2,000	0	0	0	0	<b>2,000</b>	0	0	0	0	<b>0</b>



**BOARD OF EDUCATION OF HOWARD COUNTY  
MEETING AGENDA ITEM**

---

**TITLE:** Land Bank Acquisition for Future Turf Valley School Site      **DATE:** September 10, 2020

**PRESENTER(S):** Daniel Lubeley, Acting Director, Capital Planning and Construction

**Strategic Call To Action Alignment:** This process supports the Strategic Call to Action (SCTA) by providing operations and practices that are responsive, transparent, fiscally responsible and accountable.

---

**OVERVIEW:** The need for a future elementary school within the Turf Valley development, due to the projected student enrollment growth, has been identified since the 2015 Feasibility Study. The Howard County Public School System (HCPSS) staff has requested dedication of land from the Mangione Family Enterprises. The property under consideration is within the "Villages at Turf Valley," is approximately 10 acres in size, and is known as "Parcel CC-2". On September 8, 2016, the Board of Education authorized staff to contact the Howard County Executive to determine the viability of purchasing this property. The owner, Mangione Family Enterprises, has agreed to sell the property to Howard County. In turn, Howard County will transfer the land and deed it to the HCPSS for its land bank and use for a future school site.

Per Policy 6000, a report was presented to the Board on July 12, 2018, which was followed by a Public Hearing on August 23, 2018.

The property includes sufficient acreage to contain a school that meets the elementary school educational needs, including parking, playing fields, and accommodations for community use.

Attachment 1 – Geographical location of site with SY 2020-21 elementary attendance areas

---

**RECOMMENDATION/FUTURE DIRECTION:**

Staff recommends approval of the site for a future elementary school and requests the Board allow staff to finalize the purchase and transfer of the site from the County.

---

**SUBMITTED**

**BY:**

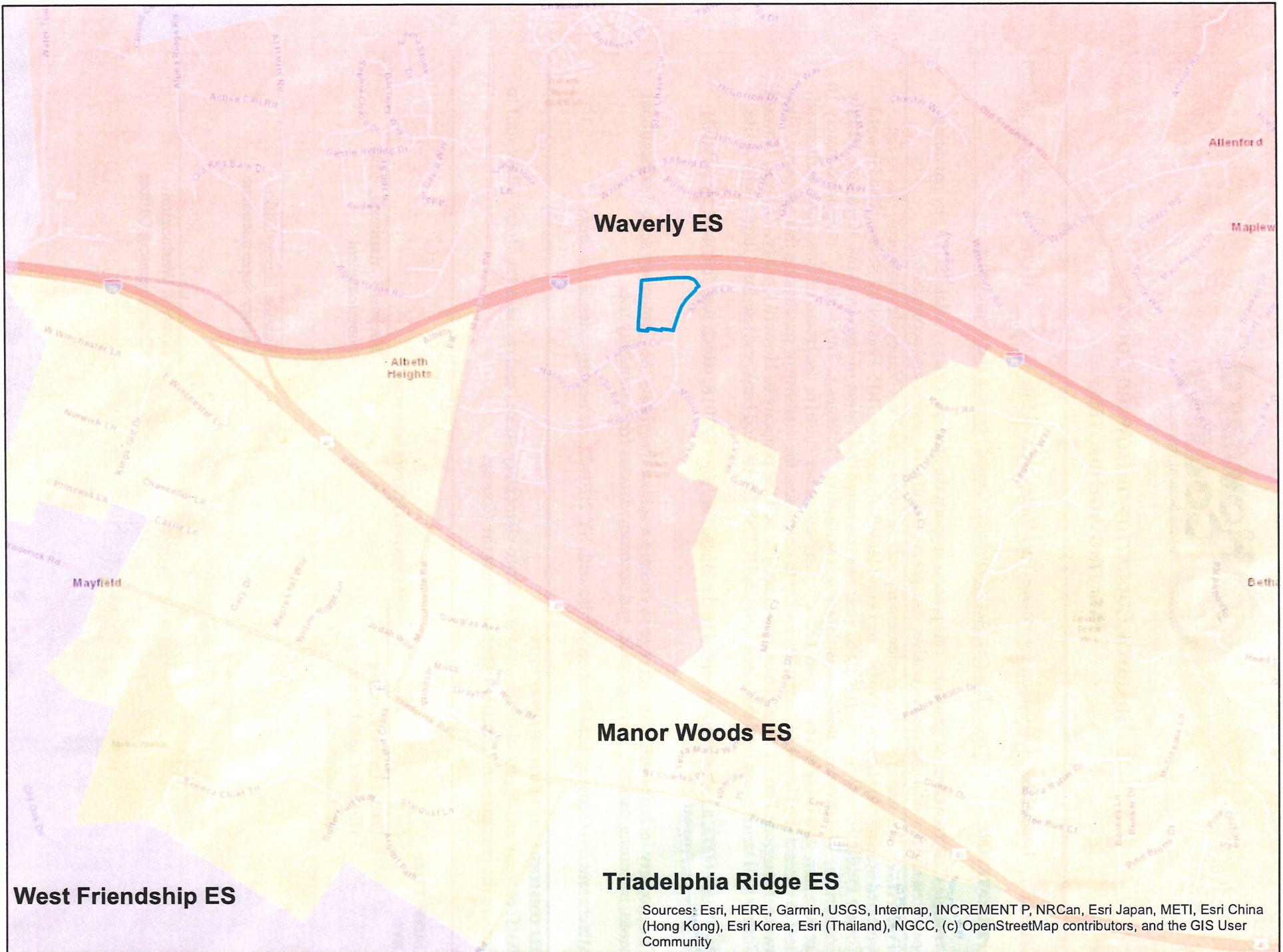
Daniel Lubeley Acting  
Director Capital Planning  
and Construction

**APPROVAL/CONCURRENCE:**

Michael J. Martirano, Ed.D.  
Superintendent

Karalee Turner-Little  
Deputy Superintendent

Scott W. Washington  
Chief Operating Officer



**Waverly ES**

**Albeth Heights**

**Manor Woods ES**

**Triadelphia Ridge ES**

**West Friendship ES**

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community



# General Location Map - Site for Elementary School in Turf Valley





**Amendment 1 to Council Bill No. 53-2020**

**BY: The Chairperson at the request  
of the County Executive**

**Legislative Day 15  
Date: November 2, 2020**

**Amendment No. 1**

*(This Amendment substitutes a new agreement in order to specify:*

- 1. That the first payment may be subject to reduction for amounts received by the Seller;*
- 2. That the Seller shall have the right to take action under the Sale Agreement; and*
- 3. Language that directs which agreement shall control if there is a conflict between the Sale Agreement and the Installment Purchase Agreement.)*

1 On page 2, in line 17, strike “annually commencing on the first”.

2

3 On page 2, in line 18, strike “anniversary” and substitute “commencing after the”.

4

5 Remove the Installment Purchase Agreement, attached as exhibit A and substitute a revised

6 agreement as attached to this amendment.

**HOWARD COUNTY, MARYLAND,**  
the County

and

**M-10 RESIDENTIAL LAND DEVELOPMENT, INC.,**  
the Seller

---

**INSTALLMENT PURCHASE AGREEMENT**

Installment Purchase Agreement No. 2020-1

Dated as of \_\_\_\_\_, 2020

---

---



TABLE OF CONTENTS

Page

ARTICLE I  
DEFINITIONS

Section 1.1. Definitions..... 2  
Section 1.2. Rules of Construction..... 2

ARTICLE II  
PAYMENT OF PURCHASE PRICE

Section 2.1. Payment of Purchase Price..... 3  
Section 2.2. Registration and Transfer of this Purchase Agreement..... 4

ARTICLE III  
REPRESENTATIONS AND WARRANTIES

Section 3.1. Representations and Warranties of the County ..... 5  
Section 3.2. Representations and Warranties of the Seller ..... 5

ARTICLE IV  
MISCELLANEOUS

Section 4.1. Parties in Interest..... 6  
Section 4.2. Binding Effect ..... 6  
Section 4.3. Severability..... 6  
Section 4.4. Prior Agreements Cancelled; No Merger..... 6  
Section 4.5. Amendments, Changes and Modifications..... 6  
Section 4.6. No Personal Liability of County Officials ..... 6  
Section 4.7. Governing Law..... 6  
Section 4.8. Notices..... 7

Section 4.9. Holidays ..... 7

EXHIBIT A - Description of Land

EXHIBIT B - Excerpt of Capital Budget



INSTALLMENT PURCHASE AGREEMENT

THIS INSTALLMENT PURCHASE AGREEMENT (this "Purchase Agreement") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between **HOWARD COUNTY, MARYLAND**, a body politic and corporate and political subdivision of the State of Maryland (the "County"), and **M-10 RESIDENTIAL LAND DEVELOPMENT, INC.**, a Maryland corporation (the "Seller," as defined herein).

RECITALS

The Seller is the owner of certain unimproved real property located in Howard County, Maryland and more particularly described in Exhibit A hereto (the "Land"). The County desires to acquire the Land for purposes of construction of one or more public schools and uses related thereto. The County has the legal right and authority to acquire property by condemnation. The County has advised the Seller that the County prefers to acquire the Land for construction of one or more public schools by consensual sale in lieu of condemnation. In lieu of a condemnation of the Land, the Seller and the County executed that certain Letter of Intent dated March 27, 2018, received March 30, 2018 regarding the potential sale by the Seller and purchase by the County of the Land.

The Seller desires to sell the Land to the County, and the County has agreed to purchase such Land, under threat of and in lieu of condemnation, in accordance with the provisions of the Purchase and Sale Agreement dated \_\_\_\_\_, 2020 (the "Sale Agreement"), by and between the County and the Seller for an aggregate purchase price of \$5,750,000. The County and the Seller have agreed that such purchase price payable to the Seller will be paid in installments by the County to the Seller.

Pursuant to Section 4.201A of the Howard County Code, the County may purchase land in fee simple through an installment purchase agreement upon the conditions and in compliance with the procedures set forth in such code section. Bill No. \_\_\_\_\_, passed by the County Council of the County on \_\_\_\_\_, 2020, approved by the County Executive of the County on \_\_\_\_\_, 2020 and effective on \_\_\_\_\_, 2020 authorizes, among other things, the County to execute and deliver this Purchase Agreement and to pay the purchase price of the Land in installment payments.

Board of Education of Howard County has approved the Land for use as an elementary school in accordance with Howard County Public School System's Policy 6000.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the County and the Seller hereby agree as follows:



ARTICLE I  
DEFINITIONS

Section 1.1. Definitions. The terms defined in the recitals shall have the meaning therein provided. As used in this Purchase Agreement, the following terms have the following meanings, unless the context clearly indicates a different meaning:

“Business Day” or “business day” means a day on which (a) banks located in Maryland are not required or authorized by law or executive order to close for business, and (b) The New York Stock Exchange is not closed.

“County Council” means the County Council of the County.

“County Executive” means the County Executive of the County.

“Date of Settlement” means \_\_\_\_\_, 2020.

“First Payment” means \$3,900,000, the amount payable by the County to the Seller in immediately available funds on the Date of Settlement in accordance with this Purchase Agreement.

“Installment Purchase Price” means \$1,850,000, the installment purchase price to be paid by the County to the Seller in accordance with this Purchase Agreement.

“Installment Purchase Price Payment Date” means \_\_\_\_\_ 1, 2021.

“Person” or “person” means any natural person, firm, association, corporation, company, trust, partnership, public body or other entity.

“Purchase Price” means \$5,750,000, which amount consists of the Installment Purchase Price plus the First Payment.

“Seller” means M-10 Residential Land Development, Inc., a Maryland corporation, including its successors and permitted assigns.

Section 1.2. Rules of Construction. The words “hereof,” “herein,” “hereunder,” “hereto,” and other words of similar import refer to this Purchase Agreement in its entirety.

The terms “agree” and “agreements” contained herein are intended to include and mean “covenant” and “covenants”.

References to Articles, Sections, and other subdivisions of this Purchase Agreement are to the designated Articles, Sections, and other subdivisions of this Purchase Agreement.



The headings of this Purchase Agreement are for convenience only and shall not define or limit the provisions hereof.

All references made (a) in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders, and (b) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well.

The parties hereto acknowledge and agree that the recitals to this Purchase Agreement are true and correct, and such recitals are incorporated herein by this reference.

Time is of the essence in this Purchase Agreement.

## ARTICLE II

### PAYMENT OF PURCHASE PRICE

#### Section 2.1. Payment of Purchase Price.

(a) The County shall pay the First Payment in immediately available funds to the Seller on the Date of Settlement as part of the Purchase Price for the Land (subject to reduction in the amount of any prior deposits made by or on behalf of the County and received by the Seller for the acquisition of the Land). On the Installment Purchase Price Payment Date, the County shall pay in immediately available funds to the Seller \$1,868,500, which amount consists of the Installment Purchase Price plus accrued interest thereon calculated as set forth in Section 2.1(b) hereof.

(b) Interest on the unpaid balance of the Installment Purchase Price shall accrue from the Date of Settlement and shall be payable to the Seller on the Installment Purchase Price Payment Date at the rate of 1.00% per annum. Interest shall be calculated on the basis of a 360-day year of twelve 30-day months.

(c) Both the Installment Purchase Price and the interest on the unpaid balance thereof are payable in lawful money of the United States of America, at the time of payment.

(d) Payment of interest on the unpaid balance of the Installment Purchase Price and payment of the Installment Purchase Price shall be made by the County to the Seller on the Installment Purchase Price Payment Date by wire transfer to the Seller. The County shall use the bank account number provided by the Seller on file with the County on the 15<sup>th</sup> day before the Installment Purchase Price Payment Date, or if such 15<sup>th</sup> day is not a Business Day, the Business Day immediately preceding such day, for such payment. Promptly following the County's payment to the Seller of the Installment Purchase Price, and the interest thereon, the Seller shall present and surrender this Purchase Agreement at the office of the County.



(e) The obligation of the County to pay the Installment Purchase Price and accrued interest thereon is subject to the appropriation of money legally available for such purpose by the County Council. The County Executive will include in the budget request for the budget year the annual installment of the Installment Purchase Price and interest thereon to become due during such budget year. In the event sufficient funds shall not be appropriated by the County Council for the payment of the Installment Purchase Price and accrued interest thereon required to be paid under this Purchase Agreement, the County may terminate this Purchase Agreement at the end of the last fiscal year or earlier date for which an appropriation is available, without penalty, and the County shall not be obligated to make payment of the Installment Purchase Price and accrued interest thereon provided for herein beyond the last date for which an appropriation is available. The County shall deliver written notice to the Seller of such termination no later than seven business days after the County has knowledge that an appropriation will not be available. The County shall have no liability for the failure to give such notice. Upon termination of this Purchase Agreement for non-appropriation, the obligations of the County hereunder will cease. The County hereby represents and warrants that the amounts payable by the County under this Purchase Agreement are included in the County's Fiscal Year 2021 Capital Budget, a copy of the excerpt of which is attached hereto as Exhibit B.

(f) Notwithstanding anything in this Purchase Agreement to the contrary, in the event the County fails to pay to the Seller the Installment Purchase Price and interest due under this Purchase Agreement, the Seller shall have the right to take any action at law or in equity or under the Sale Agreement to enforce the performance and observance of any obligation, agreement or covenant of the County under this Purchase Agreement and under the Sale Agreement. The provisions of this Section 2.1(f) shall survive the termination of this Purchase Agreement.

Section 2.2. Registration and Transfer of this Purchase Agreement. Until the Installment Purchase Price and all interest thereon have been paid in full, the County shall maintain and keep at its offices registration books for the registration and transfer of this Purchase Agreement. The Seller shall not transfer or assign this Purchase Agreement or the Seller's right to receive payment pursuant to this Purchase Agreement except with the prior written consent of the County (which shall not be unreasonably withheld). For every registration or transfer of this Purchase Agreement, the County may make a charge sufficient to reimburse itself for any tax or other governmental charge required to be paid with respect to such transfer, which sum or sums shall be paid by the person requesting such transfer as a condition precedent to the exercise of the privilege of registering such transfer.



## ARTICLE III

### REPRESENTATIONS AND WARRANTIES

Section 3.1. Representations and Warranties of the County. The County makes the following representations to the Seller:

(a) The County is a body politic and corporate and a political subdivision of the State of Maryland.

(b) The County has the necessary power and authority to enter into this Purchase Agreement, to perform and observe the covenants and agreements on its part contained in this Purchase Agreement and to carry out and consummate all transactions contemplated hereby. By proper action, the County has duly authorized the execution and delivery of this Purchase Agreement.

(c) This Purchase Agreement has been duly and properly authorized, executed, sealed and delivered by the County, and, assuming the due authorization, execution and delivery of this Purchase Agreement by the Seller, constitutes the valid and legally binding obligation of the County, and is enforceable against the County in accordance with its terms.

(d) There are no proceedings pending or, to the knowledge of the County, threatened before any court or administrative agency that may affect the authority of the County to enter into this Purchase Agreement.

(e) The County's use of the Land is essential for the County to perform its governmental functions.

Section 3.2. Representations and Warranties of the Seller. The Seller makes the following representations and warranties to the County with respect to itself.

(a) The Seller has full power and authority to execute and deliver this Purchase Agreement and to incur and perform the obligations provided for herein. No consent or approval of any person or public authority or regulatory body is required as a condition to the validity or enforceability of this Purchase Agreement, or, if required, the same has been duly obtained.

(b) This Purchase Agreement has been duly and properly executed by the Seller, and assuming the due authorization, execution and delivery of this Purchase Agreement by the County, constitutes a valid and legally binding obligation of the Seller, and is fully enforceable in accordance with its terms.

(c) There is no litigation or proceeding pending or, so far as the Seller knows, threatened before any court or administrative agency that, in the opinion of the Seller, will materially adversely affect the authority of the Seller to enter into, or the validity or enforceability of, this Purchase Agreement.



## ARTICLE IV

### MISCELLANEOUS

Section 4.1. Parties in Interest. Except as herein otherwise specifically provided, nothing in this Purchase Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation, other than the County and the Seller, any right, remedy or claim under or by reason of this Purchase Agreement, this Purchase Agreement being intended to be for the sole and exclusive benefit of the County and the Seller.

Section 4.2. Binding Effect. This Purchase Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

Section 4.3. Severability. In case any one or more of the provisions of this Purchase Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Purchase Agreement and this Purchase Agreement shall be construed and enforced as if such illegal or invalid provisions had not been contained herein or therein.

Section 4.4. Prior Agreements Cancelled; No Merger. Except regarding the Sale Agreement, this Purchase Agreement shall completely and fully supersede all other prior agreements, both written and oral, between the County and the Seller relating to the payment of the Purchase Price. Except regarding the Sale Agreement, neither the County nor the Seller shall hereafter have any rights under such prior agreements but shall look solely to this Purchase Agreement and the Sale Agreement for definitions and determination of all of their respective rights, liabilities and responsibilities relating to the Land and the payment of the Purchase Price. To the extent any provision in the Sale Agreement irreconcilably conflicts with any provision herein, the provision of this Purchase Agreement shall control.

Section 4.5. Amendments, Changes and Modifications. This Purchase Agreement may not be amended, changed, modified, altered or terminated except by an agreement in writing between the County and the Seller.

Section 4.6. No Personal Liability of County Officials. No covenant or agreement contained in this Purchase Agreement shall be deemed to be the covenant or agreement of any official, officer, agent or employee of the County in his or her individual capacity, and neither the officers or employees of the County nor any official executing this Purchase Agreement shall be liable personally on this Purchase Agreement or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 4.7. Governing Law. The laws of the State of Maryland shall govern the construction and enforcement of this Purchase Agreement.



Section 4.8. Notices. Except as otherwise provided in this Purchase Agreement, all notices, demands, requests, consents, approvals, certificates or other communications required under this Purchase Agreement to be in writing shall be sufficiently given and shall be deemed to have been properly given three Business Days after the same is mailed by certified mail, postage prepaid, return receipt requested, addressed to the person to whom any such notice, demand, request, approval, certificate or other communication is to be given, at the address for such person designated below:

If to the County: Rafiu Ighile  
Director of Finance  
George Howard Building  
3430 Courthouse Drive  
Ellicott City, Maryland 21043

With copy to: Gary W. Kuc  
County Solicitor  
3450 Courthouse Drive  
Ellicott City, Maryland 21043

If to the Seller: M-10 Residential Land Development, Inc.  
1205 York Road  
Lutherville, Maryland 21093  
Attn: Louis Mangione

With copy to: Talkin & Oh, LLP  
5100 Dorsey Hall Drive  
Ellicott City, Maryland 21042  
Attn: Sang W. Oh and Dylan Springmann

Any of the foregoing may, by notice given hereunder to each of the others, designate any further or different addresses to which subsequent notices, demands, requests, consents, approvals, certificates or other communications shall be sent hereunder.

Section 4.9. Holidays. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Purchase Agreement, shall not be a Business Day, such payment may, unless otherwise provided in this Purchase Agreement, be made or act performed or right exercised on the next succeeding Business Day with the same force and effect as if done on the nominal date provided in this Purchase Agreement, and in the case of payment no interest shall accrue for the period after such nominal date.



WITNESS the signatures and seals of the parties hereto as of the date first above written.

WITNESS/ATTEST:

HOWARD COUNTY, MARYLAND

\_\_\_\_\_  
Lonnie R. Robbins  
Chief Administrative Officer

By: \_\_\_\_\_(SEAL)  
Calvin Ball  
County Executive

[COUNTY'S SEAL]

APPROVED:

\_\_\_\_\_  
Thomas Meunier, P.E., Director  
Department of Public Works

APPROVED FOR SUFFICIENCY OF FUNDS:

\_\_\_\_\_  
Rafiu Ighile, Director  
Department of Finance

APPROVED FOR FORM AND LEGAL SUFFICIENCY  
this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Gary W. Kuc  
County Solicitor

\_\_\_\_\_  
Morenike Euba Oyenusi, Reviewing Attorney  
Senior Assistant County Solicitor

**SELLER:**

WITNESS:

M-10 RESIDENTIAL LAND DEVELOPMENT,  
INC., a Maryland corporation

\_\_\_\_\_

By: \_\_\_\_\_

Louis Mangione  
President



EXHIBIT A

DESCRIPTION OF LAND

Non-Buildable Bulk Parcel 'CC-2', containing approximately 10.18 acres, as identified on the Plat entitled "Villages at Turf Valley, Phase 1, Section 3", recorded as Plat #23330-23333 among the Land Records of Howard County, Maryland.

EXHIBIT B

EXCERPT OF CAPITAL BUDGET

(see attached)



# Fiscal 2021 Capital Budget

# GENERAL COUNTY PROJECTS

## Project: C0359-FY2019 TURF VALLEY SCHOOL SITE ACQUISITION

### Description

A project to purchase land for a new elementary school in the Turf Valley neighborhood of Ellicott City. It will include all costs associated with the land acquisition.

### Justification

The school system anticipates that growth will exceed 110% of utilization and will not be able to serve the anticipated growth of students at existing facilities. Enrollment projections show that the area will increase by 700 students over the next ten years. This growth will require new capacity.

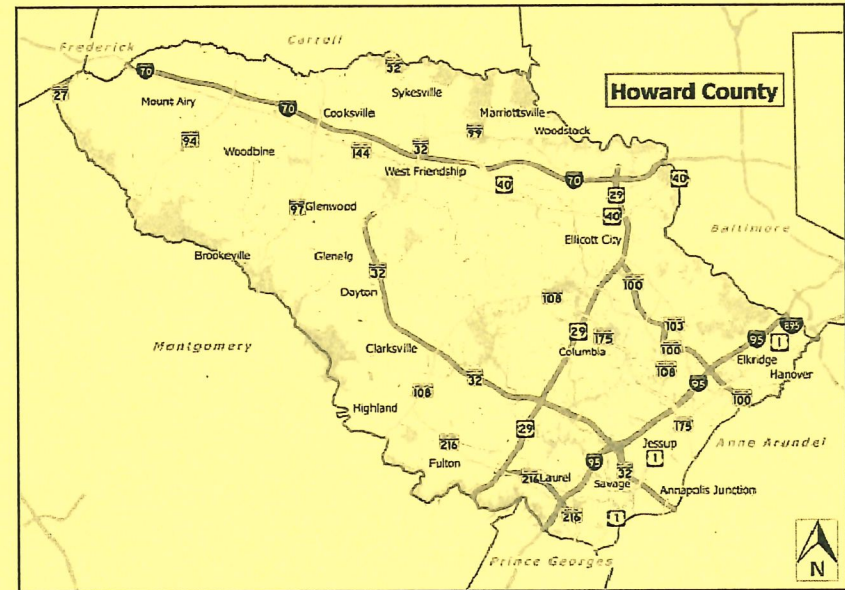
### Remarks

County will purchase land for the school system. All other costs of development will be included in a separate capital project managed by the Board of Education.

### Project Schedule

FY21|22- Negotiate agreement  
FY22 - Purchase land.

### Operating Budget Impact





# Fiscal 2021 Capital Budget

# GENERAL COUNTY PROJECTS

## Project: C0359-FY2019 TURF VALLEY SCHOOL SITE ACQUISITION

(In Thousands)	Five Year Capital Program									Master Plan				
	Prior Appr.	FY2021 Budget	Appr. Total	Fiscal 2022	Fiscal 2023	Fiscal 2024	Fiscal 2025	Fiscal 2026	Sub Total	Fiscal 2027	Fiscal 2028	Fiscal 2029	Fiscal 2030	Total Project
LAND ACQUISITION	4,000	0	4,000	2,000	0	0	0	0	2,000	0	0	0	0	6,000
<b>Total Expenditures</b>	<b>4,000</b>	<b>0</b>	<b>4,000</b>	<b>2,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6,000</b>
BONDS	4,000	0	4,000	2,000	0	0	0	0	2,000	0	0	0	0	6,000
<b>Total Funding</b>	<b>4,000</b>	<b>0</b>	<b>4,000</b>	<b>2,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6,000</b>

**\$17,820 spent and encumbered through February 2020**

**\$16,430 spent and encumbered through February 2019**

**Project Status** Appraisal of 12.25 acres of land in the Turf Valley area completed in 2017.

FY 2020 Budget	4,000	2,000	<b>6,000</b>	0	0	0	0	0	<b>0</b>	0	0	0		<b>6,000</b>
Difference 2020 / 2021	0	(2,000)	<b>(2,000)</b>	2,000	0	0	0	0	<b>2,000</b>	0	0	0	0	<b>0</b>





October 18, 2020

Members of the Howard County Council,

I am writing to you in support of **CB53 - 2020** and **CB56 – 2020**.

**CB56-2020: “Adequate Public Facilities Ordinance - Conditionally Exempt Residential Subdivision Plans - Removal of Exemption.”**

The existing exemption allows units to be added regardless of local school overcrowding levels.

In particular, Turf Valley has 1,379 units in the APFO Exempt Sketch Plan. Of which includes 710 units that have been built, 100 recorded unbuilt lots and 33 units that are under construction. This leaves 536 remaining units.

The May 2020 APFO School Capacity Chart on the Howard County Maryland website shows the Northern region is “constrained for future residential development”.

By voting “yes” to CB-56 -2020, the remaining 536 units in Turf Valley would need to adhere to APFO some 30 years after they were exempt. This seems more than reasonable especially since 843 units will be built without consideration of the impact on our schools and roads in the north.

Below is a chart outlining the schools that Turf Valley feeds into and projected utilization rates:

<b>HCPSS Feasibility 2020 Projected Utilization</b>	<b>2020/21</b>	<b>2021/22</b>	<b>2022/23</b>	<b>2023/24</b>	<b>2024/25</b>
<b>Marriotts Ridge HS</b>	100.6%	105.8%	<b>111.4%</b>	<b>115.4%</b>	<b>120.2%</b>
<b>Mount View MS</b>	109.0%	<b>122.1%</b>	<b>126.6%</b>	<b>124.9%</b>	<b>123.8%</b>
<b>Waverly ES</b>	109.6%	109.5%	108.6%	109.6%	<b>110.0%</b>
<b>Manor Woods ES</b>	109.7%	<b>113.1%</b>	<b>114.8%</b>	<b>121.1%</b>	<b>119.4%</b>

Waverly ES and Manor Woods ES have both had students moved due to redistricting in 2017 and 2019 to help mitigate overcrowding. The above utilization rates show that those redistricting tactics were a temporary fix. The massive Turf Valley building with no APFO restrictions have overwhelmed our schools in the northern region. Please vote “yes” to CB56 -2020 and give much needed protection from overbuilding in our community.

**CB53-2020: AN ACT pursuant to Section 612 of the Howard County Charter and Section 4.201A of the Howard County Code, approving the execution by Howard County, Maryland of one or more installment purchase agreements to finance the acquisition of land for a new elementary school in the Turf Valley neighborhood of Ellicott City, Maryland and the payment of any related costs in the aggregate maximum amount of \$6,000,000.**

As mentioned, there are 1,379 units planned for Turf Valley of which 710 units have already been built. There is an additional 258 Turf Valley units that are Non-APFO exempt that are to be built. In addition, there are 113 townhouse allocations for Chapelgate (2021) located just across Marriottsville road from Turf Valley. There are many other new developments in the area. A new elementary school in the north is much needed.

I reviewed the Fiscal Impact for this bill that showed tax revenue losses and savings on educational costs. This location is ideal for the much needed elementary school since a large portion of the student body would be walkers. This has many benefits such as healthier children, less busing which in turn uses less gasoline and reduces traffic. A community school that children can walk to will bring up the housing value and in turn increase tax revenue. With just the purchase of the land and the intent of a school being built would also be a boost for property value/revenue.

Please vote "yes" to CB53 -2020 which would set the school system up to be able to plan for a school in the north.

I respectfully ask that you vote in favor of our children and vote yes for CB53- 2020 and CB56 - 2020.

Sincerely,  
*Amy Grutzik*  
*District 5*



## HOWARD COUNTY DEPARTMENT OF FINANCE

3430 Court House Drive Ellicott City, Maryland 21043

410-313-2195

Rafiu O. Ighile, CPA, CGMA, MBA  
Director of Finance  
[righile@howardcountymd.gov](mailto:righile@howardcountymd.gov)

FAX 410-313-4064  
TDD 410-313-2323

September 30, 2020

To: Lonnie R. Robbins  
Chief Administrative Officer

Thru: Rafiu O. Ighile, Director of Finance  
Tom Meunier, Director of Public Works

From: Nikki Griffith, Bureau Chief, Cash & Debt Management  
Melanie Bishop, Bureau Chief, Real Estate Services

### **Re: Council Bill 53-2020**

The proposed legislation will authorize the County to execute an installment purchase agreement (IPA) for the purchase of approximately 10 acres of land. As required by Section 4.201 of the County Code, the County will receive an economic benefit by purchasing the land through an IPA. The Board of the Howard County Public School System has approved the land as a school site location.

Cc: Jennifer Sager  
Angela Price  
Morenike Oyenusi



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

**Amendment No. 1**  
**Council Bill No. 53-2020**

Amendment Proposed by: The Chairperson at the request of the County Executive  
Introduced: October 5, 2020  
Auditor: Michael A. Martin

---

Fiscal Impact:

We believe there will be no fiscal impact as a result of this amendment, provided there is not a change in timing of payments as noted under Other Comments.

Purpose:

This amendment substitutes a revised Installment Purchase Agreement in order to specify:

- That the first payment may be subject to reduction for amounts received by the Seller;
- That the Seller shall have the right to act under the Sale Agreement; and
- Language that directs which agreement shall control if there is a conflict between the Sale Agreement and the Installment Purchase Agreement.

The amendment also revises the language relating to payments made as stipulated in the Installment Purchase Agreement. Currently, the legislation states such payments would be made following the first anniversary of the Installment Purchase Agreement.

*We have requested the Department of Finance to confirm whether this change will affect the timing of the scheduled payments as outlined below.*

Other Comments:

According to the Department of Finance, the current Scheduled Installment Purchase Agreement payments are as follows:

<b>Payment Date</b>	<b>Amount</b>	<b>Details</b>
December 2020	200,000	Down Payment
December 2020	50,000	Issuance Costs
December 2020	3,700,000	1st Principal Payment
August 2021	1,850,000	2nd Principal Payment
August 2021	18,500	Accrued Interest
	<b>5,818,500</b>	<b>TOTAL</b>

# County Council Of Howard County, Maryland

2007 Legislative Session

Legislative Day No. 2

## Resolution No. 88 -2007

Introduced by: The Chairperson at the request of the County Executive

A RESOLUTION approving, pursuant to Section 4.203 of the Howard County Code, the transfer of 10 acres of real property owned by the Board of Education of Howard County, located at the intersection of Tamar Drive and Maryland Route 175, to Howard County as a conduit for the transfer of the real property to St. John Evangelist Baptist Church in exchange for the conveyance by the Church to the Board of Education of 41.15 acres of real property located at 2865 Marriottsville Road, Ellicott City; and providing that this Resolution is null and void if certain State approvals are not granted on or before a certain date.

Introduced and read first time \_\_\_\_\_, 2007.

By order \_\_\_\_\_  
Sheila M. Tolliver, Administrator

Read for a second time at a public hearing on \_\_\_\_\_, 2007.

By order \_\_\_\_\_  
Sheila M. Tolliver, Administrator

This Resolution was read the third time and was Adopted\_\_\_, Adopted with amendments\_\_\_, Failed\_\_\_, Withdrawn\_\_\_, by the County Council on \_\_\_\_\_, 2007.

Certified By \_\_\_\_\_  
Sheila M. Tolliver, Administrator

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

1           **WHEREAS**, the Board of Education of Howard County (the “Board”) is the owner of  
2 certain real property described as being 10 acres of land located at the intersection of Tamar  
3 Drive and Maryland Route 175 and identified on Tax Map 30, Grid 24, Parcel 289, Lot 581  
4 acquired on March 11, 1974 by deed recorded in the Land Records of Howard County at Liber  
5 674, Folio 478 (the “Board Property”), as shown on the attached Exhibit A; and

6  
7           **WHEREAS**, St. John Evangelist Baptist Church is the owner of certain real property  
8 described as being 41.15 acres of land located at 2865 Marriottsville Road, Ellicott City and  
9 identified on Tax Map 16, Grid 16, Parcel 203 acquired on February 19, 1998 by deed recorded  
10 in the Land Records of Howard County at Liber 4195, Folio 435 saving and excepting that parcel  
11 of land conveyed to Howard County, Maryland by virtue of a Deed dated September 5, 2003 and  
12 recorded among the Land Records of Howard County, Maryland in Liber 7680, Folio 259 (the  
13 “St. John Property”), as shown on the attached Exhibit B; and

14  
15           **WHEREAS**, pursuant to Section 4.203 of the Howard County Code, the Board has  
16 determined that the Board Property is no longer needed for educational purposes, the St. John  
17 Property is available for educational purposes, and St. John Evangelist Baptist Church is willing  
18 to convey the St. John Property to the Board; and

19  
20           **WHEREAS**, pursuant to Section 4-115 of the Education Article of the Annotated Code  
21 of Maryland and Section 23.03.02.23 of the Code of Maryland Regulations (the “State Law”),  
22 real property owned by the Board that the Board has determined is no longer needed for school  
23 purposes must be transferred to the County; and

24  
25           **WHEREAS**, State Law also requires approval of the State Superintendent of Schools,  
26 the Interagency Committee for School Construction, and the Board of Public Works for any  
27 transfer of land to the County; and

28  
29           **WHEREAS**, On June 28, 2007, the Interagency Committee for School Construction  
30 approved the transfer of the Board Property to the County; and

1           **WHEREAS**, the Code of Maryland Regulations 23.03.02.23 requires that the transfer of  
2 the Board Property from the County to St. John Evangelist Baptist Church be considered by the  
3 Interagency Committee for School Construction and approved by the Board of Public Works;  
4 and

5  
6           **WHEREAS**, Section 4-115 of the Education Article of the Annotated Code of Maryland  
7 requires the State Superintendent of Schools to approve the acquisition of land; and

8  
9           **WHEREAS**, Section 4.203 of the Howard County Code authorizes the County Council  
10 to approve a transfer of Board property by resolution; and

11  
12           **WHEREAS**, the County Executive agrees to the proposed transfer; and

13  
14           **WHEREAS**, in this instance and in accordance with Section 4.203 of the Howard  
15 County Code, the County is acting as a conduit for the exchange of the Board Property and the  
16 St. John Property; and

17  
18           **WHEREAS**, property conveyed to the County as a conduit, pursuant to Section 4.203 of  
19 the Howard County Code, is deemed by operation of law not needed for a public purpose and,  
20 accordingly, is not subject to the requirements of Section 4.201 and 4.202 of the Howard County  
21 Code.

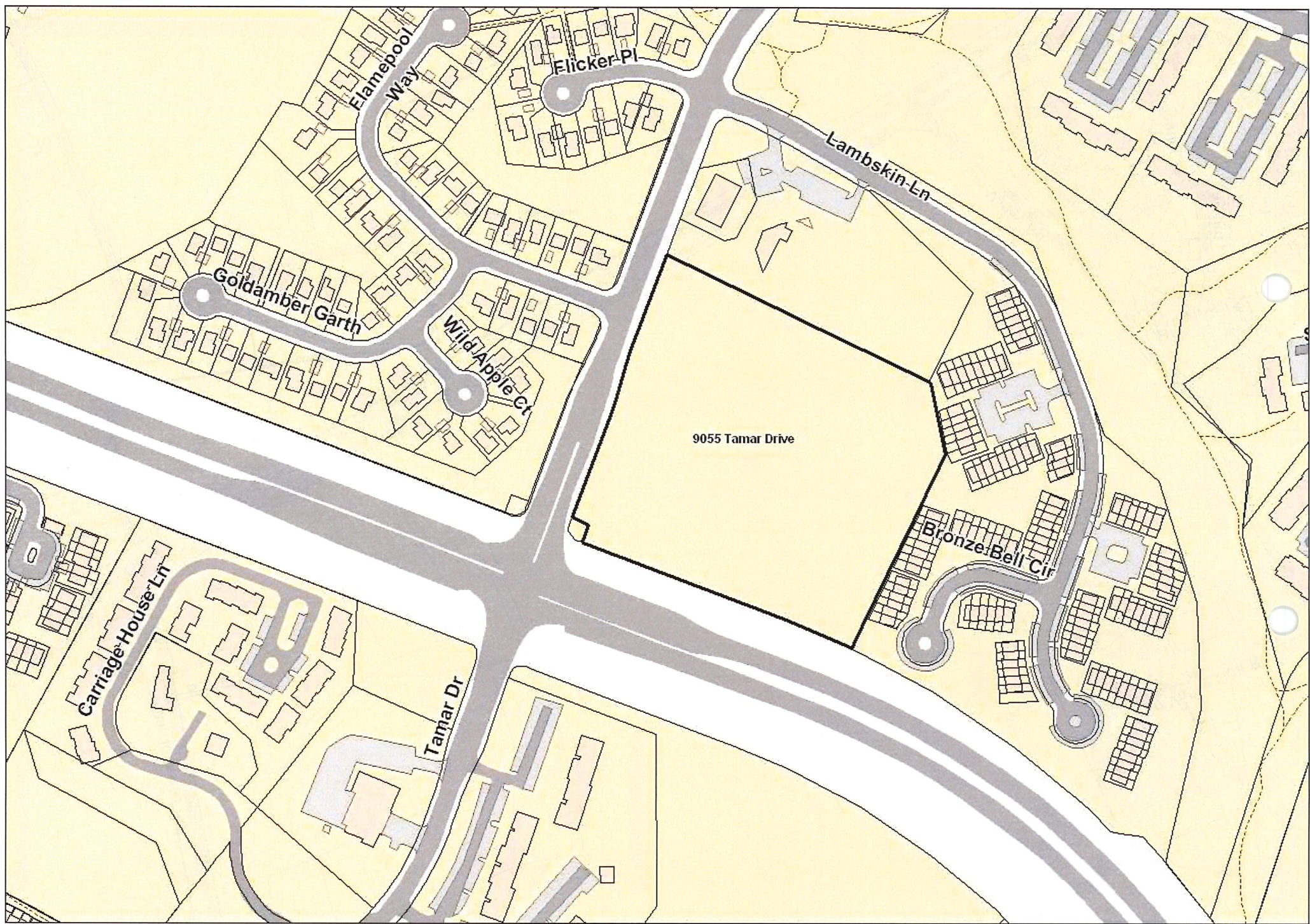
22  
23           **NOW, THEREFORE, BE IT RESOLVED** by the County Council of Howard County,  
24 Maryland, this \_\_\_\_ day of \_\_\_\_\_, 2007, that, in accordance with Section 4.203 of the  
25 Howard County Code, the Council approves the transfer of property owned by the Board of  
26 Education of Howard County described as being 10 acres of land located at the intersection of  
27 Tamar Drive and Maryland Route 175 identified on Tax Map 30, Grid 24, Parcel 289, Lot 581,  
28 known as “the Board Property”, as shown on the attached Exhibit A, to the County as a conduit  
29 for the transfer of the Board Property to St. John Evangelist Baptist Church in exchange for the  
30 conveyance to the Board of Education of 41.15 acres of land located at 2865 Marriottsville Road,  
31 Ellicott City and identified on Tax Map 16, Grid 16, Parcel 203, saving and excepting that parcel

1 of land conveyed to Howard County, Maryland by virtue of a Deed dated September 5, 2003 and  
2 recorded among the Land Records of Howard County, Maryland in Liber 7680, Folio 259 known  
3 as the “St. John Property” as shown on the attached Exhibit B.  
4

5 **AND BE IT FURTHER RESOLVED** by the County Council of Howard County,  
6 Maryland, that the County Executive is hereby authorized to take all actions necessary to  
7 effectuate the transfers of the Board Property and St. John Property as set forth in this  
8 Resolution.  
9

10 **AND BE IT FURTHER RESOLVED** by the County Council of Howard County,  
11 Maryland, that if approval by the State Superintendent of Schools, the Interagency Committee  
12 for School Construction, and the Board of Public Works of the exchange of the Board property  
13 for the St. John Property as set forth in this Resolution is not granted on or before December 31,  
14 2007, this Resolution shall be null and void without the necessity of further action by the County  
15 Council.





Flamepool  
Way

Flicker Pl

Lamskin Ln

Goldamber Garth

Wild Apple Ct

9055 Tamar Drive

Bronze Bell Cir

Carriage House Ln

Tamar Dr





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

**Council Bill No. 53-2020**

Introduced: October 5, 2020

Auditor: Michael A. Martin

---

Fiscal Impact:

The fiscal impact of this legislation is approximately \$7.47 million, including all costs associated with bond issuance and interest. In addition, there is net lost revenue of approximately \$1.4 million for the foregone construction of 52 townhomes.

Expenditures include \$5.75 million in GO Bond principal payments, \$1.65 million debt service interest payment over 20 years, \$50,000 bond issuance cost, and \$20,000 interest to the seller.

**There is only one appraisal specific to the 10.18 acres noted in this legislation.** This was performed by Karen H. Belinko Appraisals, LLC, using a sale comparison approach. We reviewed this current appraisal, dated June 19, 2020, and noted that it valued the land at \$7 million and was based on the best and highest potential use of the land (development of 52 townhouse units). It analyzed eight comparable sales in the area with similar features. Four were in Turf Valley and the other four are developments in other parts of the County that have been constructed in a similar manner.

*The Department of Public Works (DPW) confirmed a second appraisal for the 10.18 acres has been ordered. However, it indicated that the results of the second appraisal will not be considered in the calculation of the Installment Purchase Agreement.*

The decision to forego plans (F-08-085) to develop the land into 52 townhome lots could result in potential lost tax revenue of \$1.9 million in the first year of full occupancy. However, there may also be a possible annual educational savings of \$412,000. Attachment A provides details on this calculation.

*We have asked Department of Planning and Zoning (DPZ) to confirm the current status of this development plan.*

Purpose:

The purpose of this legislation is to finance the acquisition of land for a new elementary school in the Turf Valley neighborhood of Ellicott City through an installment purchase agreement (not to exceed \$6 million).



Other Comments:

Five appraisals have been performed on this property since December 2017, four of which were performed by Karen H. Belinko Appraisals, LLC, and one of which was performed by Principle Real Estate Consultants (Principle). These appraisals ranged from \$5.8 million to \$7.0 million for 12.23 acres, which includes a 2.05-acre berm no longer sought by the County.

The initial plan for this acquisition included a 2.05-acre berm that is no longer needed due to findings cited in an environmental study. Per DPZ, Turf Valley Master Community Association, Inc., will retain ownership and control of this land. It is not aware of any plans for this land.

We were advised by the Administration that the project will initially be funded through Bond Anticipation Notes or Lines of Credit which will be paid off once the annual bond sale is held.

We noted that the County entered into an *executed* Letter of Intent, dated March 30, 2018, for the purchase of approximately 15.1 acres at a purchase price of \$5,750,000.

***The total acreage referenced in this letter included parcels of land that are inconsistent with what is stated in the legislation, as verified by DPW. The DPW is not aware of plans to acquire the additional land stated in this letter.***

## Attachment A

### Lost Tax Revenue from not developing plan F-08-085

Annual Revenue Sources	
Property Tax	198,000
Local Income Tax	142,000
<b>Total</b>	<b>340,000</b>

One-Time Revenue Sources	
County Transfer Tax	244,000
Recordation	49,000
School Surcharge	1,000,000
Road Excise Tax	202,000
<b>Total</b>	<b>1,495,000</b>

Non-General Fund Revenue Sources	
Fire Tax	46,000
Ad Valorem	16,000
<b>Total</b>	<b>62,000</b>

### Assumptions

Housing Type	Number of Housing Units	Average Square Feet	Average Sales Price	Assumed Taxable Income
SFA	52	2,586	375,866	85,590

### Cost per pupil savings as a result of legislation

<u>ESTIMATED EDUCATIONAL COST PER 2020 APFO SCHOOL CAPACITY CHARTS</u>					
File Name	Allocations	Unit Type	Estimated Total Yield	Cost Per Pupil	Estimated Education Cost
Villages at Town Square-Ph 3	52	SFD	26.9	15,340	411,553

### *Student Yields:*

- Manor Woods Elementary School (0.324 per SFD unit) - **Student Yield 16.9**
- Mount View Middle School (0.097 per SFD unit) - **Student Yield 5.1**
- Marriott's Ridge High School (0.094 per SFD unit) - **Student Yield 4.9**

CS 53-2020



ISO 9001:2015 CERTIFIED

ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS

936 Ridgebrook Road • Sparks, MD 21152 • Phone 410-316-7800 • Fax 410-316-7817

June 19, 2019

Mr. Dan Lubeley  
Howard County Public School System  
9020 Mendenhall Court, Suite C  
Columbia, Maryland 21045

Re: GPS Survey to Locate Berm Cap Adjacent to Interstate 70  
Villages at Turf Valley Phase 2, Open Space Lot 204  
Ellicott City, Maryland 21042  
PO-10011678  
KCI Job No. 121903594

Dear Mr. Lubeley,

KCI Technologies Inc. (KCI) was present at the above-referenced site on June 17, 2019 to locate and mark endpoints of the 393 square foot berm cap area associated with Environmental Covenant 16101/047.053. The berm cap area is located within Open Space Lot 204, adjacent to the south of Interstate-70 and west of Resort Road in Ellicott City, Maryland. The purpose of the survey was to mark the berm cap area in the field for future reference and inspections.

KCI digitalized the polygon-shaped berm cap area in the Geographic Information System (GIS) using the coordinates given in the Environmental Covenant (see attached Environmental Covenant Exhibit 'A' Drawing). The polygon data was converted to a .kmz file to be readable in Google Maps. KCI then utilized a Trimble R1 unit to boost the Global Positioning Signal (GPS) on a mobile device to sub-meter accuracy to mark the four corners with a pin and cap in the field. An aerial view map depicting the location of the berm cap is attached hereto. Photos of the berm cap were taken in the field at the time of the site visit and are included in the attached photo log.

Per Environmental Covenant 16101/047.053, the property owner is responsible for maintaining the integrity of the clean fill berm cap at all times. Any excavated soil from this area must be tested, properly characterized, and disposed of in accordance with applicable laws.

If you have any questions or comments regarding this letter report, please feel free to contact me at (410) 316-7976.

Sincerely,

*Michelle L. Gounaris*

Michelle L. Gounaris  
Environmental Scientist  
Hazardous Waste and Environmental Compliance Practice

Received  
HCPSS  
JUN 20 2019  
School  
Construction

Employee-Owned Since 1988

THE MOST INCREDIBLE THING WE'VE ENGINEERED IS OUR TEAM

WWW.KCI.COM

**Attachments:**

Environmental Covenant Exhibit 'A' Drawing  
Aerial View Map – Berm Cap Location  
Photo Log

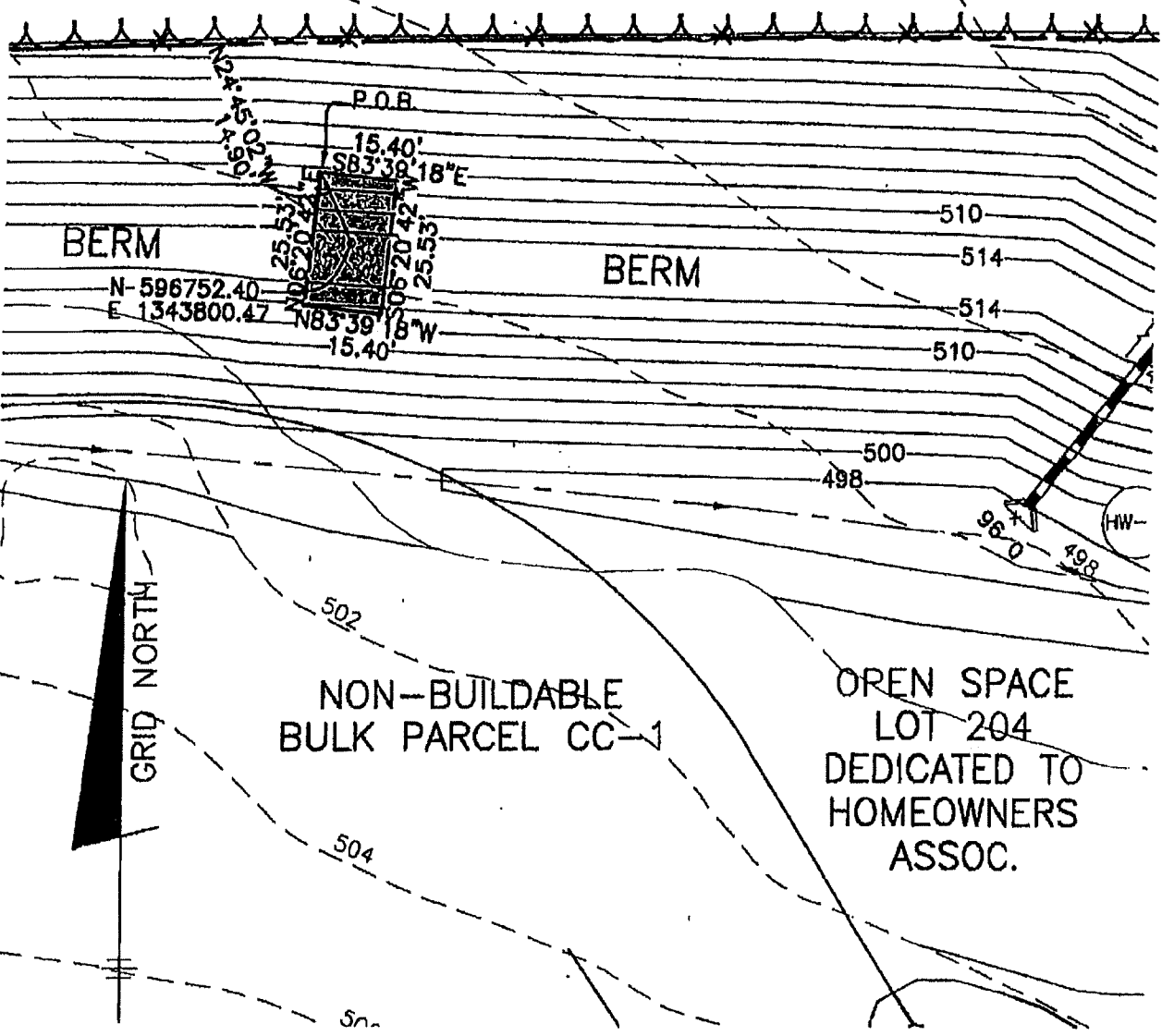
*Employee-Owned Since 1988*

THE MOST INCREDIBLE THING WE'VE ENGINEERED IS OUR TEAM

WWW.RCI.COM

# EXHIBIT A

## INTERSTATE 70



BERM

BERM

N- 59°20'42"  
E 1343800.47

N83°39'18"W  
15.40'

510

514

514

510

500

498

96.0

498

HW

GRID NORTH

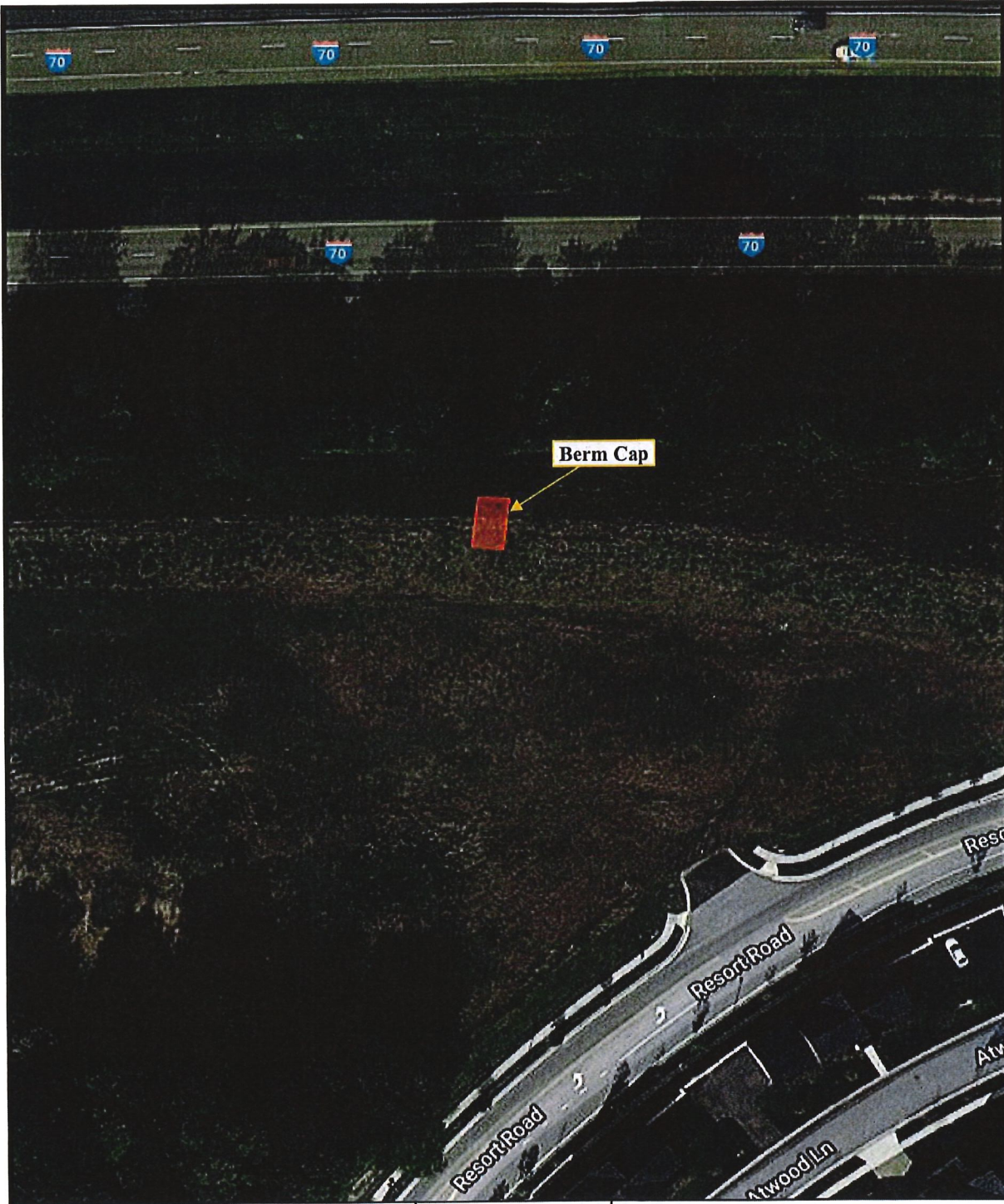
NON-BUILDABLE  
BULK PARCEL CC-1

OPEN SPACE  
LOT 204  
DEDICATED TO  
HOMEOWNERS  
ASSOC.


### VILLAGES AT TURF VALLEY PHASE 2, SECTION 1 OPEN SPACE LOT 204 EXHIBIT 'A'

DATE: FEBRUARY 12, 2015  
SCALE: 1" = 50'





**GPS Survey to Locate Berm Cap  
Adjacent to Interstate 70**  
Villages at Turf Valley Phase 2, Open  
Space Lot 204  
Ellicott City, Maryland 21042

  
**NORTH**  
NTS  
(Site boundaries and sample locations  
are approximate.)

**Aerial View Map –Berm Cap  
Location**





1. View of berm cap facing east



4. View from berm cap of the adjacent property to the east/southeast



2. View of north side of berm cap facing west



5. View of grass-covered field to the south of the berm cap



3. View of pin cap marking southwest corner of berm cap



6. View of wooded area and I-70 located to the north of the berm cap

**HEALTH AND SAFETY PLAN**

**For**

**EXCAVATION ACTIVITIES**

**At**

**BERM CAP ADJACENT TO INTERSTATE 70  
VILLAGES AT TURF VALLEY PHASE 2, OPEN SPACE LOT 204**

**Located at**

**VILLAGES AT TURF VALLEY, OPEN SPACE LOT 204  
ELLCOTT CITY, MARYLAND 21042**

*Prepared for:*

**Howard County Public School System  
9020 Mendenhall Court, Suite C  
Columbia, Maryland 21045**

*Prepared by:*

**KCI Technologies, Inc.  
936 Ridgebrook Road  
Sparks, Maryland 21152  
KCI Job Order No. 121903594**

*June 19, 2019*

Received  
HCPSS  
JUN 20 2019  
School  
Construction



TABLE OF CONTENTS

HEALTH & SAFETY PLAN

1.0 INTRODUCTION ..... 1

    1.1 Purpose..... 1

    1.2 Background..... 1

2.0 SCOPE OF WORK..... 1

3.0 PROJECT ORGANIZATION ..... 2

    3.1 Project Personnel ..... 2

    3.2 Responsibilities..... 2

4.0 HAZARD EVALUATION AND HAZARD CONTROL..... 2

    4.1 General..... 2

    4.2 Chemical Hazards ..... 3

    4.3 Physical Hazards..... 3

    4.4 Biological Hazards..... 3

5.0 SITE CONTROL AND SECURITY ..... 3

    5.1 Standard Work Zone Rules..... 3

6.0 EMPLOYEE TRAINING AND MEDICAL SURVEILLANCE..... 4

    6.1 Employee Training..... 4

7.0 SAFETY MEETINGS ..... 4

8.0 PERSONAL PROTECTIVE EQUIPMENT (PPE)..... 4

9.0 SOIL CHARACTERIZATION SAMPLING..... 5

10.0 AIR QUALITY MONITORING ..... 5

11.0 DECONTAMINATION ..... 6

12.0 EMERGENCY RESPONSE PLAN ..... 6

    12.1 Emergency Contacts ..... 6

    12.2 Pre-emergency Planning ..... 6

    12.3 Fire and Explosion ..... 7

    12.4 Spills and Leaks ..... 7

13.0 RECORD KEEPING ..... 7

TABLES

Table 12-1 Emergency Contacts ..... 6

APPENDICES

- Appendix A Forms
- Appendix B Heat Stress Information

## 1.0 INTRODUCTION

### 1.1 Purpose

KCI Technologies, Inc. (KCI) has prepared this Health and Safety Plan (HASP) in accordance with OSHA's Hazardous Waste Operations and Emergency Response (HAZWOPER) standard (29 CFR 1910.120; 54 FR 9294). This HASP has been developed as a guideline for implementing health and safety protocols and practices applicable to field work associated with excavation activities at the Berm Cap Adjacent to Interstate 70 – Villages at Turf Valley Phase 2, Open Space Lot 204 (Berm), located in Ellicott City, Maryland. In addition to the specific procedures outlined in this HASP, all field activities will be conducted in compliance with applicable federal, state and local occupational safety and health laws, regulations and codes.

### 1.2 Background

The Berm site is a 393 square foot area within the berm located at Lot 204, adjacent to the south of Interstate 70 and west of Resort Road in Ellicott City, Maryland. Environmental Covenant 16101/047.053 pertains to the 393 square foot area Berm site. According to the covenant, the property owner is responsible for maintaining the integrity of the clean fill (berm) cap at all times, and conducting annual inspections of the area. A site specific HASP is to be developed prior to conducting any excavation activities at the property, and any excavated soils must be tested, properly characterized, and disposed of in accordance with applicable laws. Any soils from this property also shall not be reused in current or future residential areas and/or areas zoned for residential use.

Specific contaminants potentially in the soil within the 393 square foot berm area are not wholly known. According to KCI's Phase I ESA of the Turf Valley Site, (report dated September 21, 2018), an interview with the property owner indicated that the soil buried within the berm area was from another golf course property that was not tested as per Code 16.129 for redevelopment of golf courses.

Note that this HASP is intended to be updated after the Soil Characterization activities (Section 9.0) are completed.

## 2.0 SCOPE OF WORK

The scope of work presented below applies to excavation activities that may be performed at the Berm and thus subject to the HASP. All personnel performing on-site work will have their 40-hour Health & Safety Training in accordance with OSHA regulations contained in 29 CFR-1910.120.

Excavation activities include but are not limited to:

- Surface and subsurface soil excavation and removal;
- Excavation of subsurface debris;
- Collection of soil samples for characterization;
- Staging and stockpiling of soils and subsurface debris prior to final disposition; and
- Geotechnical drilling or other drilling activities;

### **3.0 PROJECT ORGANIZATION**

#### **3.1 Personnel**

Health and Safety Officer (HSO): TBD

Client: Howard County Public School System

Client Contact: Dan Lubeley  
(410) 313-8203

#### **3.2 Responsibilities**

The HSO will report directly to the Client with respect to health and safety concerns involving excavation activities. The HSO will have the following duties and responsibilities:

- Implementation of this HASP.
- Conducting site safety and health checks, as needed.
- Performing air monitoring in support of excavation activities.
- Assisting in the training of personnel assigned to the site.
- Conducting on-site "Field Health and Safety Meetings" if required.
- Enforcing the use of proper personal protective equipment (PPE).
- Ensuring all on-site personnel have current 40-hour Hazardous Waste Site Training to include annual refreshers, if applicable.
- Implementing air monitoring and control procedures as required.
- Coordinating site safety and health activities with personnel.
- Performing additional tasks as necessary to ensure the health and safety of employees and subcontractors.

### **4.0 HAZARD EVALUATION AND HAZARD CONTROL**

#### **4.1 General**

The primary hazards of concern associated with the scope of work are:

- Inhalation or ingestion of contaminated soil or hazardous waste.
- Injuries from being struck by/run over by construction equipment.

- Heat stress during adverse weather conditions (see Appendix B).
- Noise hazards from excavation operations.

#### 4.2 Chemical Hazards

Chemical hazards include possible ingestion of, inhalation of, or dermal contact with contaminated dust, soil, water, gases, or waste.

#### 4.3 Physical Hazards

The following physical hazards may be encountered during the construction inspection activities:

- Slips, trips and falls.
- Hazards from working around moving equipment.
- Physical eye hazards associated with flying dirt and mud.
- Hazardous noise levels associated with excavation activities.
- Excavation hazards from entering unprotected excavations.
- Fall hazards from unprotected edge of excavations.

#### 4.4 Biological Hazards

The following biological hazards may be encountered at the site:

- Deer ticks with the potential for carrying Lyme disease.
- Black widow and brown recluse spiders.
- Eastern rattlesnakes and copper head snakes.
- Poison ivy and poison oak.

### 5.0 SITE CONTROL AND SECURITY

#### 5.1 Standard Work Zone Rules

All excavation activities shall be in accordance with the following requirements:

- All site personnel must be briefed on the contents of this HASP by the HSO prior to commencing work at the site and acknowledge this training by signing the *Site Safety Briefing Form* found in Appendix A.

- Eating, drinking, contact lenses, chewing gum or tobacco, taking medication and smoking are prohibited within the work site.
- Contact with potentially contaminated soil or waste shall be avoided whenever possible.
- Abide by safe work practices and procedures regarding the site activities.
- No facial hair, which interferes with a satisfactory fit of the mask-to-face seal, will be allowed on personnel who may be required to wear respiratory protective equipment at the site.
- All personnel who may be required to wear respiratory protection shall have current respiratory fit test certifications prior to the use of respiratory protection devices and be medically approved to wear respiratory protection (29 CFR 1910.134).
- A first-aid kit shall be available at the site during all work activities.
- Adequate quantities of drinking water shall be available at the site for all personnel within the work site.
- All activities at the site shall be terminated immediately in the event of thunder and/or electrical storms.

## **6.0 EMPLOYEE TRAINING AND MEDICAL SURVEILLANCE**

### **6.1 Employee Training**

All employees, subcontractors, and visitors at the site who may be exposed to hazardous substances, health hazards, or safety hazards shall receive site specific training before they are permitted to engage in site operations. Personnel will not be permitted to participate in or supervise field activities until they have been trained to a level required by their specific job function and responsibility.

Certification for having completed a 40-hour Hazardous Site Workers Course and 8-hour annual recertification, as appropriate, must be presented by subcontractor personnel and visitors to the HSO and maintained on-site for the duration of the project. Individuals without proper records of their training will not be permitted to work on-site.

### **7.0 SAFETY MEETINGS**

Health and Safety procedures will be reviewed when new personnel enter the work area.

### **8.0 PERSONAL PROTECTIVE EQUIPMENT (PPE)**

All site personnel are required to wear at a minimum the following Level D PPE while on site:

- Safety Glasses with side shields or safety goggles

- Hard hat
- Hearing protection, either ear plugs or ear muffs, when exposed to noise above 85 dBA
- High visibility vest
- ANSI-approved protective footwear
- Disposable gloves

If the HSO determines through monitoring the breathing zone of site personnel that an inhalation hazard exists, operations will be safely terminated and personnel will evacuate the work area until the HSO determines that it is safe to continue operations. Personnel shall comply with all OSHA respiratory protection requirements (29 CFR 1910.134).

## 9.0 SOIL CHARACTERIZATION

Prior to conducting excavation activities at the Berm, soil characterization sampling should be conducted by the sub-contractor at various depths of the excavation to determine any additional monitoring requirements. Soil should be collected at surface and sub-surface depths corresponding to the depth of the excavation and should include analysis for the following: Total Petroleum Hydrocarbons (TPHs); Volatile Organic Compounds (VOCs); Semi-Volatile Organic Compounds (SVOCs); Pesticides; Herbicides; and Priority Pollutant Metals.

The data collected shall be used to make site-specific updates to this HASP, prior to excavation or any other activities that may disturb the cap and/or underlying soil.

## 10.0 AIR QUALITY MONITORING

The HSO will use a Dust-trac Model 8520 or equivalent to monitor the area for PM-10 dust concentrations in real time. Air sampling will be conducted using NIOSH, OSHA, or other validated methods. Any PM-10 detections of more than 15 milligrams per cubic meter ( $\text{mg}/\text{m}^3$ ) for more than five minutes will result in a work shutdown and safety review by the HSO. The safety review / consultation will address possible dust controls and improvements such as:

- Increase use of water to control dust (all waste water must be contained);
- Additional filtration to control dust;
- Use of mechanical exhaust systems to move dust away from the work zone;
- Use of temporary containment to restrain migration of dust;
- Use of respirators with air-purifying filters (all employees using respirators must be in compliance with an active Respiratory Protection Program).

These air quality monitoring requirements shall be modified based on the results of the Soil Characterization sampling described above.



**11.0 DECONTAMINATION**

Personnel will wash their hands, face, and exposed skin surfaces with soap and water each time upon leaving the work site, prior to ingestion of food or liquids or smoking, and at the end of each shift.

**12.0 EMERGENCY RESPONSE PLAN**

This section describes contingencies and emergency planning procedures to be implemented at this site. This plan is compatible with local, state, and federal disaster and emergency management plans as appropriate.

**12.1 Emergency Contacts**

The HSO will maintain the emergency contact numbers as shown in Table 12-1 below.

**12.2 Pre-emergency Planning**

An emergency evacuation route(s) will be chosen immediately upon arrival at the site. During the site briefings, all site personnel will be trained in and reminded of provisions of the emergency response plan, communication systems, and evacuation routes. If an emergency occurs, personnel will be expected to mobilize to the safe distance area associated with the evacuation route. Personnel will remain at that area until the re-entry is authorized by the HSO.

The plan will be reviewed and revised if necessary by the HSO. This will ensure that the plan is adequate and consistent with prevailing site conditions.

**TABLE 12-1: EMERGENCY CONTACTS**

<b>EMERGENCY CONTACTS</b>	<b>NAME</b>	<b>PHONE</b>
Health & Safety Officer	TBD	TBD
Howard County Public School System	Dan Lubeley	410-313-8203
Environmental Agency	EPA Region 3	215-597-9800
State Police	State of Maryland	911
Poison Control Center	National	1-800-332-6633
<b>MEDICAL EMERGENCY</b>		
Hospital Name: Howard County General Hospital 5755 Cedar Lane Columbia, MD 21044		(410) 740-7890
Ambulance		911

**ROUTE TO HOSPITAL:**

**TURN RIGHT ONTO RESORT ROAD AND TAKE SECOND LEFT ONTO TURF VALLEY ROAD. TURN LEFT ONTO BALTIMORE NATIONAL PIKE/US-40E. SLIGHT RIGHT ONTO FREDERICK ROAD. TURN RIGHT ONTO CENTENNIAL LANE. TURN RIGHT ONTO CLARKSVILLE PIKE/MD-108. TURN LEFT ONTO HARPERS FARM ROAD. TURN RIGHT ONTO CEDAR LANE. TURN LEFT. TAKE THE 1<sup>ST</sup> LEFT ONTO CEDAR LANE.**

**12.3 Fire and Explosion**

In the event of a fire or explosion, the fire department will be summoned immediately. Upon their arrival, personnel will advise the fire commander of the location, nature, and identification of the hazardous materials on-site.

If it is safe to do so, site personnel may:

- Use fire fighting equipment available on-site to control or extinguish the fire.
- Remove or isolate easily accessible, flammable or other hazardous materials which may contribute to the further development of the fire.

**12.4 Spills and Leaks**

In the event of a spill or a leak, site personnel will:

- Inform the HSO immediately.
- Locate the source of the spillage and stop the flow if it can be done safely.
- Begin containment and recovery of the spilled materials.

The HSO will immediately notify the HCPSS in the event of a spill.

**13.0 RECORD KEEPING**

The following forms will be provided to the HSO during final preparations and before departure to the job site:

- Plan Acceptance Form
- Plan Feedback Form
- Accident Report Form
- Site Safety Briefing Form

The Plan Acceptance Form will be filled out by all employees working on the site. The Plan Feedback form will be filled out by the HSO any other on-site employees who wishes to fill one out. The Accident Report Form will be filled out by the HSO in the event that an accident occurs. The Site Safety Briefing Form is filled out by the HSO and signed by all persons who received the site safety briefing.

ALL COMPLETED FORMS SHOULD BE RETURNED TO HOWARD COUNTY PUBLIC SCHOOL SYSTEM FOR RETENTION IN PROJECT FILES.

Example of the forms are included in Appendix A.



**APPENDIX A**  
**FORMS**

---

**ACCEPTANCE FORM**

**PROJECT HEALTH AND SAFETY PLAN**

**Instructions:** This form is to be completed by each person to work on the subject project work site and returned to the HSO.

**Client:** Howard County Public School System

**Site:** Berm Cap Adjacent to I- 70 – Villages at Turf Valley Phase 2, Open Space Lot 204

**Location:** Ellicott City, MD

**Date:** \_\_\_\_\_

I represent that I have read and understand the contents of the above plan and agree to perform my work in accordance with it.

\_\_\_\_\_  
**Name (Printed)**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

Acceptance Form



**SITE SAFETY BRIEFING FORM**

Project \_\_\_\_\_

Date \_\_\_\_\_ Time \_\_\_\_\_

Job No. \_\_\_\_\_

Address \_\_\_\_\_

Specific Location \_\_\_\_\_

Type of Work \_\_\_\_\_  
\_\_\_\_\_

**SAFETY TOPICS PRESENTED**

Protective Clothing/Equipment \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Physical Hazards \_\_\_\_\_

Emergency Procedure

Hospital/Clinic \_\_\_\_\_ Phone \_\_\_\_\_

Hospital Address \_\_\_\_\_

Special Equipment \_\_\_\_\_  
\_\_\_\_\_

Other \_\_\_\_\_  
\_\_\_\_\_

**ATTENDEES**

---

---

---

---

---

---

---

---

Name (Printed)

Signature

Meeting Conducted by: \_\_\_\_\_  
Name (Printed)

Site Safety Coordinator \_\_\_\_\_

Team Leader \_\_\_\_\_

**ACCIDENT REPORT FORM**

To \_\_\_\_\_ From \_\_\_\_\_

Telephone (include area code) \_\_\_\_\_

Name of Injured or Ill Employee \_\_\_\_\_

Date of Accident \_\_\_\_\_

Time of Accident \_\_\_\_\_

Exact Location of Accident \_\_\_\_\_

Narrative Description of Accident \_\_\_\_\_

Nature of Illness or Injury and Part of Body Involved \_\_\_\_\_

Lost Time Yes \_\_\_ No

Probable Disability (Check One)

No Lost Work Day	<input type="checkbox"/>	First Aid Only	<input type="checkbox"/>
Lost Work Day With Days Away From Work	<input type="checkbox"/>	Fatal	<input type="checkbox"/>
Lost Work Day With Days of Restricted Activity	<input type="checkbox"/>	Other	<input type="checkbox"/>

Corrective Action Taken by Reporting Unit \_\_\_\_\_

Corrective Action That Remains to be Taken (by whom and by when)  
\_\_\_\_\_

Name of Supervisor \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Accident Report Form

**PLAN FEEDBACK FORM**

Job Number: \_\_\_\_\_

Job Name: \_\_\_\_\_

Date: \_\_\_\_\_

Problems with plan requirements: \_\_\_\_\_

Unexpected situations encountered: \_\_\_\_\_

Recommendations for future revisions: \_\_\_\_\_

Plan Feedback Form

**APPENDIX B**  
**HEAT STRESS INFORMATION**

---



**U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**Public Health Service**  
**Centers for Disease Control**  
**National Institute for Occupational Safety and Health**  
**April 1986**

**INTRODUCTION**

- From iron workers to pastry bakers, Americans work in a wide variety of hot or hot and humid environments:
- Outdoor operations in hot weather, including surface mining, roofing, road repair and construction, dam building, and other construction
- Farming operations
- Iron, steel and nonferrous foundries
- Brick-firing and ceramics operations
- Glass products manufacturing plants
- Rubber products manufacturing plants
- Electrical utilities (particularly boiler rooms)
- Bakeries
- Confectioneries
- Restaurant kitchens
- Laundries
- Food canneries
- Mines
- Smelters
- Steam tunnels
- Being uncomfortable is not the major problem with working in high temperatures and humidity. Workers who are suddenly exposed to working in a hot environment face additional and generally avoidable hazards to their safety and health. The employer should provide detailed instructions on preventive measures and adequate protection necessary to prevent heat stress.

---

**HOW THE BODY HANDLES HEAT**

The human body, being warm blooded, maintains a fairly constant internal temperature, even though it is being exposed to varying environmental temperatures. To keep internal body temperatures within safe limits, the body must get rid of its excess heat, primarily through varying the rate and amount of blood circulation through the skin and the release of fluid onto the skin by the sweat glands. These automatic responses usually occur when the temperature of the blood exceeds 98.6°F and are kept in balance and controlled by the brain. In this process of lowering internal body temperature, the heart begins to pump more blood, blood vessels expand to accommodate the increased flow, and the microscopic blood vessels (capillaries) which thread through the upper layers of the skin begin to fill with blood. The blood circulates closer to the surface of the skin, and the excess heat is lost to the cooler environment.

If heat loss from increased blood circulation through the skin is not adequate, the brain continues to sense overheating and signals the sweat glands in the skin to shed large quantities of sweat onto the skin surface. Evaporation of sweat cools the skin, eliminating large quantities of heat from the body.

As environmental temperatures approach normal skin temperature, cooling of the body becomes more difficult. If air temperature is as warm as or warmer than the skin, blood brought to the body surface cannot lose its heat. Under these conditions, the heart continues to pump blood to the body surface, the sweat glands pour liquids containing electrolytes onto the surface of the skin and the evaporation of the sweat becomes the principal effective means of maintaining a constant body temperature. Sweating does not cool the body unless the moisture is removed from the skin by evaporation. Under conditions of high humidity, the evaporation of sweat from the skin is decreased and the body's efforts to maintain an acceptable body temperature may be significantly impaired. These conditions adversely affect an individual's ability to work in the hot environment. With so much blood going to the external surface of the body, relatively less goes to the active muscles, the brain, and other internal organs; strength declines; and fatigue occurs sooner than it would otherwise. Alertness and mental capacity also may be affected. Workers who must perform delicate or detailed work may find their accuracy suffering, and others may find their comprehension and retention of information lowered.

---

### **SAFETY PROBLEMS**

Certain safety problems are common to hot environments. Heat tends to promote accidents due to the slipperiness of sweaty palms, dizziness, or the fogging of safety glasses. Wherever there exists molten metal hot surfaces, steam, etc., the possibility of burns from accidental contact also exists.

Aside from these obvious dangers, the frequency of accidents, in general appears to be higher in hot environments than in more moderate environmental conditions. One reason is that working in a hot environment lowers the mental alertness and physical performance of an individual. Increased body temperature and physical discomfort promote irritability, anger, and other emotional states which sometimes cause workers to overlook safety procedures or to divert attention from hazardous tasks.

---

### **HEALTH PROBLEMS**

Excessive exposure to a hot work environment can bring about a variety of heat-induced disorders.

#### **Heat Stroke**

Heat stroke is the most serious of health problems associated with working in hot environments. It occurs when the body's temperature regulatory system fails and sweating becomes inadequate. The body's only effective means of removing excess heat is compromised with little warning to the victim that a crisis stage has been reached.

A heat stroke victim's skin is hot, usually dry, red or spotted. Body temperature is usually 105°F or higher, and the victim is mentally confused, delirious, perhaps in convulsions, or unconscious. Unless the victim receives quick and appropriate treatment, death can occur.

Any person with signs or symptoms of heat stroke requires immediate hospitalization. However, first aid should be immediately administered. This includes removing the victim to a cool area, thoroughly soaking the clothing with water, and vigorously fanning the body to increase cooling. Further treatment at a medical facility should be directed to the continuation of the cooling process and the monitoring of

complications which often accompany the heat stroke. Early recognition and treatment of heat stroke are the only means of preventing permanent brain damage or death.

### **Heat Exhaustion**

Heat exhaustion includes several clinical disorders having symptoms which may resemble the early symptoms of heat stroke. Heat exhaustion is caused by the loss of large amounts of fluid by sweating, sometimes with excessive loss of salt. A worker suffering from heat exhaustion still sweats but experiences extreme weakness or fatigue, giddiness, nausea, or headache. In more serious cases, the victim may vomit or lose consciousness. The skin is clammy and moist, the complexion is pale or flushed, and the body temperature is normal or only slightly elevated.

In most cases, treatment involves having the victim rest in a cool place and drinks plenty of liquids. Victims with mild cases of heat exhaustion usually recover spontaneously with this treatment. Those with severe cases may require extended care for several days. There are no known permanent effects.

---

### **CAUTION**

**Persons with heart problems or those on a low *sodium* diet who work in hot environments should consult a physician about what to do under these conditions.**

---

### **Heat Cramps**

Heat cramps are painful spasms of the muscles that occur among those who sweat profusely in heat, drink large quantities of water, but do not adequately replace the body's salt loss. The drinking of large quantities of water tends to dilute the body's fluids, while the body continues to lose salt. Shortly thereafter, the low salt level in the muscles causes painful cramps. The affected muscles may be part of the arms, legs, or abdomen, but tired muscles (those used in performing the work) are usually the ones most susceptible to cramps. Cramps may occur during or after work hours and may be relieved by taking salted liquids by mouth.

---

### **CAUTION**

**Persons with heart problems or those on a low *sodium* diet who work in hot environments should consult a physician about what to do under these conditions.**

---

### **Fainting**

A worker who is not accustomed to hot environments and who stands erect and immobile in the heat may faint. With enlarged blood vessels in the skin and in the lower part of the body due to the body's attempts to control internal temperature, blood may pool there rather than return to the heart to be pumped to the brain. Upon lying down, the worker should soon recover. By moving around, and thereby preventing blood from pooling, the patient can prevent further fainting.

### **Heat Rash**

Heat rash, also known as prickly heat, is likely to occur in hot, humid environments where sweat is not easily removed from the surface of the skin by evaporation and the skin remains wet most of the time.

The sweat ducts become plugged, and a skin rash soon appears. When the rash is extensive or when it is complicated by infection, prickly heat can be very uncomfortable and may reduce a worker's performance. The worker can prevent this condition by resting in a cool place part of each day and by regularly bathing and drying the skin.

### **Transient Heat Fatigue**

Transient heat fatigue refers to the temporary state of discomfort and mental or psychological strain arising from prolonged heat exposure. Workers unaccustomed to the heat are particularly susceptible and can suffer, to varying degrees, a decline in task performance, coordination, alertness, and vigilance. The severity of transient heat fatigue will be lessened by a period of gradual adjustment to the hot environment (heat acclimatization).

---

## **PREPARING FOR THE HEAT**

One of the best ways to reduce heat stress on workers is to minimize heat in the workplace. However, there are some work environments where heat production is difficult to control, such as when furnaces or sources of steam or water are present in the work area or when the workplace itself is outdoors and exposed to varying warm weather conditions.

Humans are, to a large extent, capable of adjusting to the heat. This adjustment to heat, under normal circumstances, usually takes about 5 to 7 days, during which time the body will undergo a series of changes that will make continued exposure to heat more endurable.

On the first day of work in a hot environment, the body temperature, pulse rate, and general discomfort will be higher. With each succeeding daily exposure, all of these responses will gradually decrease, while the sweat rate will increase. When the body becomes acclimated to the heat, the worker will find it possible to perform work with less strain and distress.

Gradual exposure to heat gives the body time to become accustomed to higher environmental temperatures. Heat disorders in general are more likely to occur among workers who have not been given time to adjust to working in the heat or among workers who have been away from hot environments and who have gotten accustomed to lower temperatures. Hot weather conditions of the summer are likely to affect the worker who is not acclimatized to heat. Likewise, workers who return to work after a leisurely vacation or extended illness may be affected by the heat in the work environment. Whenever such circumstances occur, the worker should be gradually reacclimatized to the hot environment.

---

## **LESSENING STRESSFUL CONDITIONS**

Many industries have attempted to reduce the hazards of heat stress by introducing engineering controls, training workers in the recognition and prevention of heat stress, and implementing work-rest cycles. Heat stress depends, in part, on the amount of heat the worker's body produces while a job is being performed. The amount of heat produced during hard, steady work is much higher than that produced during intermittent or light work. Therefore, one way of reducing the potential for heat stress is to make the job easier or lessen its duration by providing adequate rest time. Mechanization of work procedures can often

make it possible to isolate workers from the heat sources (perhaps in an air-conditioned booth) and increase overall productivity by decreasing the time needed for rest. Another approach to reducing the level of heat stress is the use of engineering controls which include ventilation and heat shielding.

### **Number and Duration of Exposures**

Rather than be exposed to heat for extended periods of time during the course of a job, workers should, wherever possible, be permitted to distribute the workload evenly over the day and incorporate work-rest cycles. Work-rest cycles give the body an opportunity to get rid of excess heat, slow down the production of internal body heat, and provide greater blood flow to the skin.

Workers employed outdoors are especially subject to weather changes. A hot spell or a rise in humidity can create overly stressful conditions. The following practices can help to reduce heat stress:

- Postponement of nonessential tasks,
- Permit only those workers acclimatized to heat to perform the more strenuous tasks, or
- Provide additional workers to perform the tasks keeping in mind that all workers should have the physical capacity to perform the task and that they should be accustomed to the heat.

### **Thermal Conditions in the Workplace**

A variety of engineering controls can be introduced to minimize exposure to heat. For instance, improving the insulation on a furnace wall can reduce its surface temperature and the temperature of the area around it. In a laundry room, exhaust hoods installed over those sources releasing moisture will lower the humidity in the work area. In general the simplest and least expensive methods of reducing heat and humidity can be accomplished by:

- Opening windows in hot work areas,
- Using fans, or
- Using other methods of creating airflow such as exhaust ventilation or air blowers.

### **Rest Areas**

Providing cool rest areas in hot work environments considerably reduces the stress of working in those environments. There is no conclusive information available on the ideal temperature for a rest area. However, a rest area with a temperature near 76°F appears to be adequate and may even feel chilly to a hot, sweating worker, until acclimated to the cooler environment. The rest area should be as close to the workplace as possible. Individual work periods should not be lengthened in favor of prolonged rest periods. Shorter but frequent work-rest cycles are the greatest benefit to the worker.

### **Drinking Water**

In the course of a day's work in the heat, a worker may produce as much as 2 to 3 gallons of sweat. Because so many heat disorders involve excessive dehydration of the body, it is essential that water intake



during the workday be about equal to the amount of sweat produced. Most workers exposed to hot conditions drink less fluids than needed because of an insufficient thirst drive. A worker, therefore, should not depend on thirst to signal when and how much to drink. Instead, the worker should drink 5 to 7 ounces of fluids every 15 to 20 minutes to replenish the necessary fluids in the body. There is no optimum temperature of drinking water, but most people tend not to drink warm or very cold fluids as readily as they will cool ones. Whatever the temperature of the water, it must be palatable and readily available to the worker. Individual drinking cups should be provided--never use a common drinking cup.

Heat acclimatized workers lose much less salt in their sweat than do workers who are not adjusted to the heat. The average American diet contains sufficient salt for acclimatized workers even when sweat production is high. If, for some reason, salt replacement is required, the best way to compensate for the loss is to add a little extra salt to the food. Salt tablets *should not* be used.

---

**CAUTION**

**Persons with heart problems or those on a low sodium diet who work in hot environments should consult a physician about what to do under these conditions.**

---

**Protective Clothing**

Clothing inhibits the transfer of heat between the body and the surrounding environment. Therefore, in hot jobs where the air temperature is lower than skin temperature, wearing clothing reduces the body's ability to lose heat into the air.

When air temperature is higher than skin temperature, clothing helps to prevent the transfer of heat from the air to the body. However, this advantage may be nullified if the clothes interfere with the evaporation of sweat.

In dry climates, adequate evaporation of sweat is seldom a problem. In a dry work environment with very high air temperatures, protective clothing could be an advantage to the worker. The proper type of clothing depends on the specific circumstance. Certain work in hot environments may require insulated gloves, insulated suits, reflective clothing, or infrared reflecting face shields. For extremely hot conditions, thermally conditioned clothing is available. One such garment carries a self-contained air conditioner in a backpack, while another is connected a compressed air source which feeds cool air into the jacket or coveralls through a vortex tube. Another type of garment is a plastic jacket which has pockets that can be filled with dry ice or containers of ice.

---

**AWARENESS IS IMPORTANT**

The key to preventing excessive heat stress is educating the employer and worker on the hazards of working in heat and the benefits of implementing proper controls and work practices. The employer should establish a program designed to acclimatize workers who must be exposed to hot environments and provide necessary work-rest cycles and water to minimize heat stress.

---

**SPECIAL CONSIDERATIONS DURING PROLONGED HEAT SPELLS**

During unusually hot weather conditions lasting longer than 2 days, the number of heat illnesses usually increases. This is due to several factors, such as progressive body fluid deficit, loss of appetite (and

possible salt deficit), buildup of heat in living and work areas, and breakdown of air-conditioning equipment. Therefore, it is advisable to make a special effort to adhere rigorously to the above preventive measures during these extended hot spells and to avoid any unnecessary or unusual stressful activity. Sufficient sleep and good nutrition are important for maintaining a high level of heat tolerance. Workers who may be at a greater risk of heat illnesses are the obese, the chronically ill, and older individuals.

When feasible, the most stressful tasks should be performed during the cooler parts of the day (early morning or at night). Double shifts and overtime should be avoided whenever possible. Rest periods should be extended to alleviate the increase in the body heat load.

*The consumption of alcoholic beverages during prolonged periods of heat can cause additional dehydration.* Persons taking certain medications (e.g., medications for blood pressure control, diuretics, or water pills) should consult their physicians in order to determine if any side effects could occur during excessive heat exposure. Daily fluid intake must be sufficient to prevent significant weight loss during the workday and over the workweek.

---

#### **SOURCES OF ADDITIONAL INFORMATION**

1. American Conference of Governmental Industrial Hygienists [1991]. TLVs, threshold limit values and biological exposure indices for 1985-86, Cincinnati OH: ACGIH pp. 91-98.
2. NIOSH [1986]. Criteria for a recommended standard occupational exposure to hot environments - revised criteria. Cincinnati, OH: U.S. Department of Health and Human Services, Public Health Service, Centers for Disease Control, National Institute for Occupational Safety and Health, DHHS(NIOSH) Publication No. 86-113.
3. NIOSH [1976]. Standards for occupational exposures to hot environments--proceedings of symposium. Cincinnati, OH: U.S. Department of Health, Education and Welfare, Public Health Service, Center for Disease Control, National Institute for Occupational Safety and Health, HEW(NIOSH) Publication No. 76-100.
4. Westinghouse Electric Corporation [1986]. Heat stress management program for nuclear power plants. University Park, PA: Pennsylvania State University, GPU Nuclear Corporation.

**M-10 RESIDENTIAL LAND DEVELOPMENT, INC.**  
**1205 York Road, Penthouse**  
**Lutherville, Maryland 21093**  
**(410)825-8400**

---

March 30, 2018

Talkin and Oh  
5100 Dorsey Hall Drive  
Ellicott City, Maryland 21042-7870  
Attention: Sang Oh

RE: Turf Valley Elementary School Letter of Intent

Dear Sang:

Per your email of 3/30/18, attached is the original, signed Letter of Intent (3/27/18).

Yours truly,



Louis Mangione

Enclosure



## HOWARD COUNTY OFFICE OF COUNTY EXECUTIVE

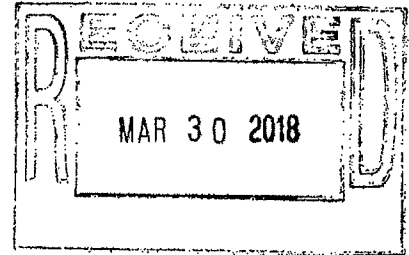
3430 Court House Drive ■ Ellicott City, Maryland 21043 ■ 410-313-2013

Allan H. Kittleman  
Howard County Executive  
akittleman@howardcountymd.gov

www.howardcountymd.gov  
FAX 410-313-3051  
TDD 410-313-2323

March 27, 2018

Mangione Enterprises of Turf Valley Limited Partnership  
Attention: Louis Mangione  
1205 York Road  
Lutherville, Maryland 20193



Dear Mr. Mangione:

The purpose of this Letter of Intent ("Letter of Intent") is to set forth the interest of the Howard County, Maryland ("County") in purchasing the property located on Resort Road, Ellicott City, Maryland that consists of (i) part of Tax Map 16, Grid 11, Parcel 454, Lot CC, (ii) part of Tax Map 16, Grid 11, Parcel 454, Lot AA, (iii) Part of Tax Map 16, Grid 4, Parcel 15, and (iv) Part of Tax Map 16, Grid 11, Parcel 454, Lot 204, and is owned by Mangione Enterprises of Turf Valley Limited Partnership, M-10 Residential Land Development, Inc., and/or Turf Valley Master Community Association, Inc. (collectively, the "Seller"). This property consists of approximately 15.1 acres of unimproved fee simple land, together with all easements and other rights appurtenant thereto and is described in the attached Exhibit A, the metes and bounds of which will be determined by the Seller, County, and BOE (the "Property"). The Howard County Board of Education ("BOE") has determined that there is a need for a new elementary school within the County and the County seeks to obtain the Property for such purpose under the threat of eminent domain and the Seller seeks to sell the Property for such purpose in lieu of eminent domain.

- Proposed Purchase Price:** The Purchase Price to be paid for the Property, subject to an independent appraisal substantiating that the value of the Property is equal to or an excess of the stated purchase price, is Five Million Seven Hundred Fifty Thousand Dollars (\$5,750,000).
- Installment Purchase Agreement (the "Contract"):** The County agrees to request the approval of a capital project for the purchase of the Property in the FY19 Capital Budget year, which capital project will provide funding for the payment of the Purchase Price over a three (3) year period (the "Period"), which Period shall commence on the later to occur of (i) October 1, 2018 or (ii) the date the conditions for purchase set forth in the Contract are satisfied. Upon the establishment of the Capital Project, the County and Seller agree to use their best efforts to agree upon specific contract language (the "Contract") within

six (6) months after the capital project is established. In the event the County Council of Howard County has not approved the terms of the Contract in accordance with the provisions of Section 4.201A of the Howard County Code prior to December 31, 2018, then this Letter of Intent shall become null and void with no further force or effect. Seller agrees not to negotiate, make, accept or otherwise pursue any offers for the sale of the Property until the Council fails to approve the Capital Project for FY19 or the terms of the Contract prior to December 31, 2018. The Parties agree the Contract shall set forth that the closing on the sale of the Property is contingent on the Howard County Board of Education's final approval of the site for an elementary school in accordance with Howard County Public School System Policy 6000.

3. **Inspection Period:** For a period of time, starting with the date of receipt by County of a fully executed Letter of Intent ("Commencement Date") and continuing for a period of 60 days after the date of the Contract ("Inspection Period"), the County shall have the right to inspect and perform tests and investigations of all areas of the Property at no cost to Seller and provided that the County agrees to indemnify, defend and hold Seller harmless against any suits, claims or other actions arising out of or in connection with the County's inspection of the Property. Any such Property inspections shall be coordinated with the Seller. If at any time during the Inspection Period, the County determines, at County's sole discretion, that (a) Seller does not have marketable title to the Property, or the Property is subject to encumbrances that cannot be satisfied by the Seller at Settlement, (b) the Property has an environmental condition(s) which cannot be remedied by Seller at reasonable cost or expense, (c) the Property has a condition or is situated in proximity to other properties with uses or conditions which would prevent the reasonable development of the Property as an elementary school as determined by the Howard County Board of Education, and which condition cannot be remedied by Seller at reasonable cost or expense, (d) the appraised value of the Property (which appraisal will be obtained by the County at its own expense) is less than 90% of the Purchase Price, or (e) for any other reason as determined by the County, then the County may elect to terminate both this Letter of Intent and the Contract, without cost, penalty or liability and the Deposit shall be returned to County. The County and its contractors shall restore the Property to substantially the same condition following the performance of any tests during the Inspection Period.
  
4. **Settlement Charges; Prorations and Adjustments:** To the extent any is due, all recordation taxes, transfer taxes, stamp taxes, and the like shall be paid solely by the County. Title examination, title insurance premiums, notary fees and such other charges incident to settlement (except charges related to the release of any existing liens on the Property) shall be paid by the County. County and Seller each shall pay their own legal fees related to the preparation of this Letter of Intent, the Contract, and all documents required to settle the transaction contemplated hereby. At the Settlement, all real estate taxes, personal property taxes, water rent, sewer charges, front foot benefit charges, any special assessments, and other similar charges affecting the Property and all utility



charges, operating expenses, and other miscellaneous income, if any, shall be adjusted and prorated as of the Settlement. All other charges or fees customarily prorated and adjusted in similar transactions shall be adjusted at Settlement. All adjustment items, to the extent they cannot be precisely determined at Settlement, shall be estimated at Settlement and shall be resolved no later than thirty (30) days after the Settlement Date.

5. **Additional Terms:** (a) Seller may reserve a right-of-way for a fire access way for future development of the Seller's adjacent property, at a location to be determined, on the perimeter of the Property to the Seller's retained land at Tax Map 16, Grid 4, Parcel 15, provided that such right-of-way shall not interfere with the proposed use of the Property for an elementary school, as determined by the BOE and the County.
6. **Settlement:** Settlement shall occur on a mutually agreed upon date no later than 60 days after the date the approval of the Contract by the County Council of Howard County.
7. **Deliveries by Seller:** Within five (5) business days after the Commencement Date, the Seller shall deliver or otherwise make the documents listed below regarding the Property available to the County, without any representation or warranty regarding the content of such documents:
  - a. A copy of the most recent title report or title policy for the Property in the Seller's or Seller's agent's possession, together with copies of all documents referred to in the title report or policy.
  - b. A list and complete copies of all site development plans, subdivision plans, licenses, permits, maps, certificates of occupancy, building inspection approvals, and covenants, conditions and restrictions with respect to the Property in Seller's or Seller's agent's possession.
  - c. Survey of the Property or portion thereof, including a current legal description of the Property in Seller's or Seller's agent's possession.
  - d. All traffic studies, environmental studies, feasibility studies, market studies, and appraisals with respect to the Property in Seller's or Seller's agent's possession.
  - e. Soils reports, wetland delineation, wetland permit applications, topographical studies, engineering and architectural studies, building design plans, as-built drawings, and similar data relating to the Property in Seller's or Seller's agent's possession.
  - f. Any, and all, environmental documentation with respect to any environmental conditions existing on or remediated from the Property in Seller's or Seller's agent's possession.

- g. Copies of threatened litigation, actual litigation filed or to be filed affecting the Property, the current ownership entity or any of its partners, principals, or lenders.
  - h. Copies of inspection reports by the lender, government agencies, and insurance companies covering the Property from 2016 – current year.
  - i. Copies of any, and all, insurance claims made or pending pertaining to the Property.
  - j. Copies of any, and all, violation notices issued to Seller regarding the Property.
8. **Environmental Audit:** Any environmental inspections or updates thereto shall be addressed during the Inspection Period and be subject to the terms and conditions of the Contract.
9. **Representations and Warranties:** The standard representations and warranties for a property of this type shall be set forth in the Contract referred to herein, provided, however; that the Property will be sold by Seller to County pursuant to the Contract on an “as is” basis as to the condition of the property but pursuant to a special warranty deed conveying good and marketable fee simple title.
10. **Non-Binding:** Nothing contained herein shall be binding on either party unless and until a Contract is fully executed and exchanged by both parties. Seller agrees not to accept any offers for the sale or purchase of the Property during the term of this Letter of Intent.
11. **Real Estate Commission:** Both parties represent that no brokers are involved in the transaction and each party holds the other harmless with respect to any broker or other third party with regard to this transaction.
12. **Beneficiaries:** This Letter of Intent is made for the benefit of the Seller and County. Neither party may assign any of their rights without the consent of the other party, which consent shall not be unreasonably withheld.
13. **Applicable Laws:** This Letter of Intent and the Contract contemplated herein shall be governed by, construed and enforced in accordance with the laws of the State of Maryland.
14. **Amendments:** This Letter of Intent may only be amended or modified in writing executed by both County and Seller. No oral waivers or extensions shall be binding on the parties.
15. **Prior Reservation:** The Parties acknowledge that the County has heretofore made a request for reservation of the Property for the same purpose as set forth above (the

Mangione Enterprises of Turf Valley Limited Partnership

March 27, 2018

Page 6

M-10 Residential Land Development, Inc.

By: 

Name: Louis Mangione

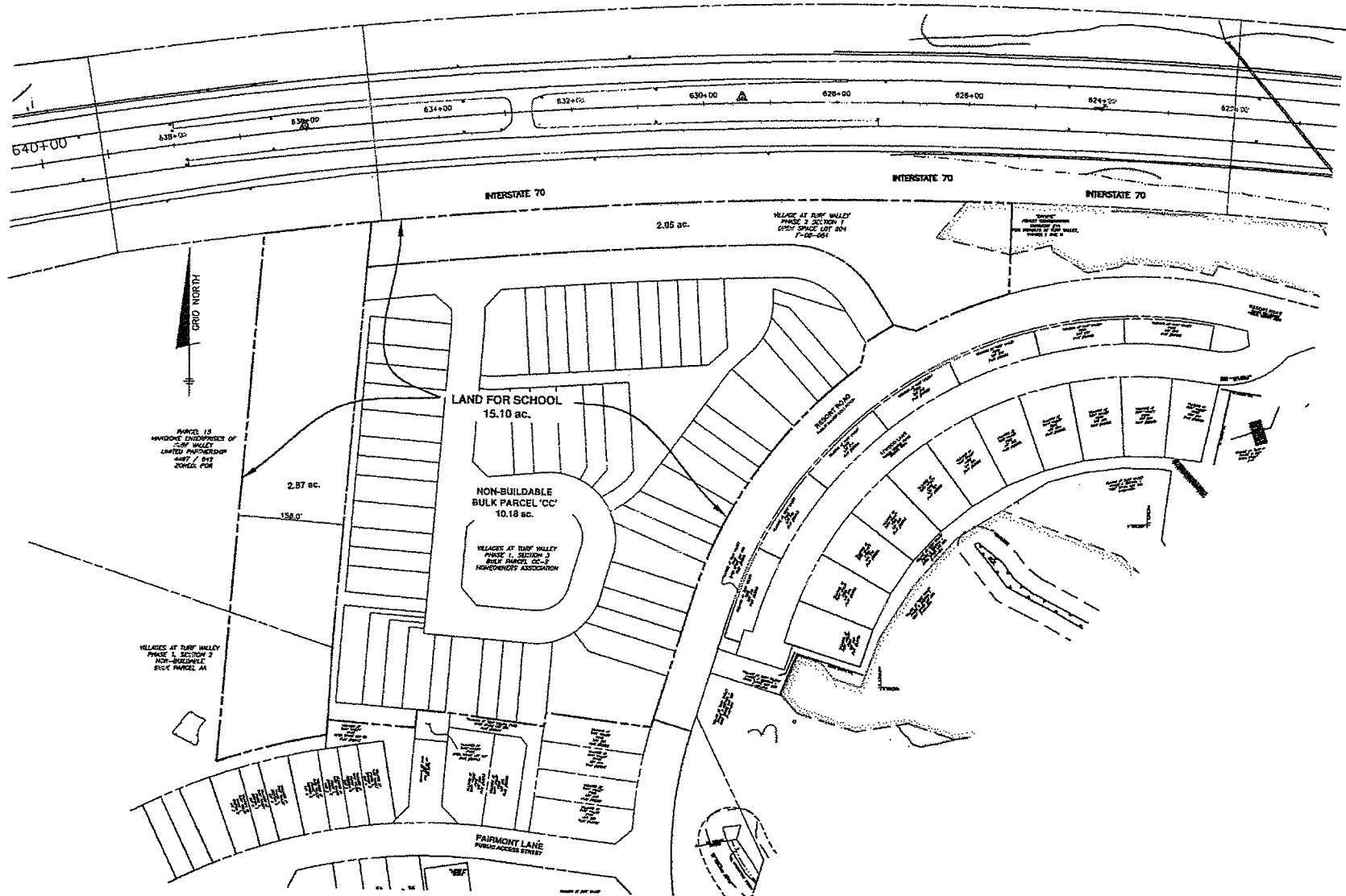
Title: President

Turf Valley Master Community Association, Inc.

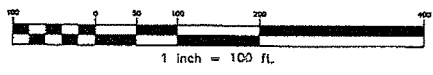
By: 

Name: Louis Mangione

Title: President



**BENCHMARK**  
 ENGINEERING, INC.  
 8400 BALTIMORE NATIONAL PIKE & SUITE 315 • ELLESMERE CITY, MARYLAND 21043  
 (P) 410-460-3100 (F) 410-460-8844  
 WWW.BB-CALCULATION.COM



**EXHIBIT FOR ELEMENTARY SCHOOL**

TAX MAP: 16 - GRID: 17 - PARCEL: P/0 8  
 ZONED: PGCC (MULTI-USE SUBDISTRICT)  
 ELECTION DISTRICT NO. 3 - HOWARD COUNTY, MARYLAND

"Reservation"). Unless and until a binding agreement for the sale/purchase of the Property from Seller to the County is executed, the Parties acknowledge that nothing in this Letter of Intent is intended as a revision or waiver of any rights, obligations, terms and/or circumstances of the Reservation.

This Letter of Intent is not intended to be a Contract of Purchase between the Seller and the County, but merely a statement of the general terms and conditions upon which the parties are willing to enter into a Contract. If the terms and conditions set forth herein are acceptable to the Seller, then it is the intention of the parties hereto to enter into a Contract incorporating the terms and conditions herein.

If the foregoing terms and conditions are acceptable, please execute in the space provided below and return to the undersigned.

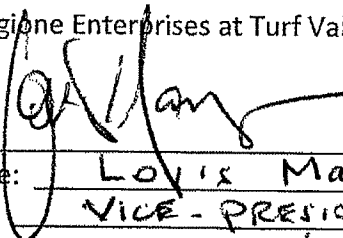
Regards,



Allan H. Kittleman  
County Executive

cc: B. Diane Wilson, Chief of Staff  
Lonnie Robbins, Chief Administrative Officer  
Jim Irvin, Director Department of Public Works  
Gary W. Kuc, County Solicitor  
Lisa S. O'Brien, Senior Assistant County Solicitor

ACKNOWLEDGED AND AGREED TO:  
Mangione Enterprises at Turf Valley Limited Partnership

By:   
Name: LOUIS MANGIONE  
Title: VICE-PRESIDENT  
Turf Valley, Inc  
General Partner



**SITE ANALYSIS DATA**  
 BASE: PARCEL CC TABULATION  
 A. TOTAL PROJECT AREA: 10.10 AC  
 B. PROPOSED USE OF SITE OR STRUCTURE:  
 INSTITUTIONAL PUBLIC SCHOOL (ELEMENTARY)  
 C. ZONING: PCCC  
 PARKING SPACE DATA:  
 A. NUMBER OF SPACES PROPOSED UNDER  
 THIS SITE PLAN = 116 (INCLUDING 5 HANDICAP  
 SPACES)  
 B. TOTAL NUMBER OF BUS STACKING SPACES  
 PROVIDED = 12

**EXHIBIT-3**  
**FUTURE SCHOOL**  
 VILLAGES AT TURF VALLEY  
 NON-BUILDABLE PARCEL CC-2  
 PHASE 1, SECTION 3

TRM MAP NO. 18 PARCEL NO. P/O 8  
 24 SECTION TOWNSHIP HOWARD COUNTY, MARYLAND  
 SCALE: 1"=40'

**FORBES, COLLINS & CARTER, INC.**  
 CIVIL ENGINEERS, ARCHITECTS & LAND SURVEYORS  
 OFFICE: 1000 W. BROAD STREET, SUITE 100, BALTIMORE, MD 21201  
 PHONE: 410-528-1100 FAX: 410-528-1101  
 WWW.FORBESCOLLINSANDCARTER.COM

CBSS-2020



Real Property Data Search ( w2)

Search Result for HOWARD COUNTY

<a href="#">View Map</a>		<a href="#">View GroundRent Redemption</a>				<a href="#">View GroundRent Registration</a>				
<b>Special Tax Recapture: None</b>										
<b>Account Identifier:</b>		<b>District - 03 Account Number - 355535</b>								
Owner Information										
<b>Owner Name:</b>		M 10 RESIDENTIAL LAND DEVELOPMENT				<b>Use:</b>		COMMERCIAL		
<b>Mailing Address:</b>		1205 YORK RD PH LUTHERVILLE MD 21093-6247				<b>Principal Residence:</b>		NO		
						<b>Deed Reference:</b>		/18337/ 00160		
Location & Structure Information										
<b>Premises Address:</b>		RESORT RD ELLCOTT CITY 21042-0000				<b>Legal Description:</b>		PAR CC-2 10.18 A NON BUILDABLE BULK PAR RESORT RD VIL TURF VALLEY		
<b>Map:</b>	<b>Grid:</b>	<b>Parcel:</b>	<b>Neighborhood:</b>	<b>Subdivision:</b>	<b>Section:</b>	<b>Block:</b>	<b>Lot:</b>	<b>Assessment Year:</b>	<b>Plat No:</b>	21281
0016	0011	0401	10000.14	0000			CC-2	2019	<b>Plat Ref:</b>	23330-33
<b>Town:</b> None										
<b>Primary Structure Built</b>		<b>Above Grade Living Area</b>			<b>Finished Basement Area</b>			<b>Property Land Area</b>		<b>County Use</b>
								10.1800 AC		000000
<b>Stories</b>	<b>Basement</b>	<b>Type</b>	<b>Exterior</b>	<b>Quality</b>	<b>Full/Half Bath</b>	<b>Garage</b>	<b>Last Notice of Major Improvements</b>			
			/							
Value Information										
			<b>Base Value</b>		<b>Value</b>		<b>Phase-in Assessments</b>			
					As of		As of		As of	
					01/01/2019		07/01/2020		07/01/2021	
<b>Land:</b>			35,600		35,600					
<b>Improvements</b>			0		0					
<b>Total:</b>			35,600		35,600		35,600		35,600	
<b>Preferential Land:</b>			0						0	
Transfer Information										
<b>Seller:</b> MANGIONE ENTERPRISES OF				<b>Date:</b> 08/28/2018				<b>Price:</b> \$1,026,543		
<b>Type:</b> ARMS LENGTH MULTIPLE				<b>Deed1:</b> /18337/ 00160				<b>Deed2:</b>		
<b>Seller:</b>				<b>Date:</b>				<b>Price:</b> \$0		
<b>Type:</b>				<b>Deed1:</b> /00447/ 00775				<b>Deed2:</b>		
<b>Seller:</b>				<b>Date:</b>				<b>Price:</b>		
<b>Type:</b>				<b>Deed1:</b>				<b>Deed2:</b>		

CB . 53 . 2020

Exemption Information

<b>Partial Exempt Assessments:</b>	<b>Class</b>	07/01/2020	07/01/2021
<b>County:</b>	000	0.00	
<b>State:</b>	000	0.00	
<b>Municipal:</b>	000	0.00 0.00	0.00 0.00

**Special Tax Recapture: None**

Homestead Application Information

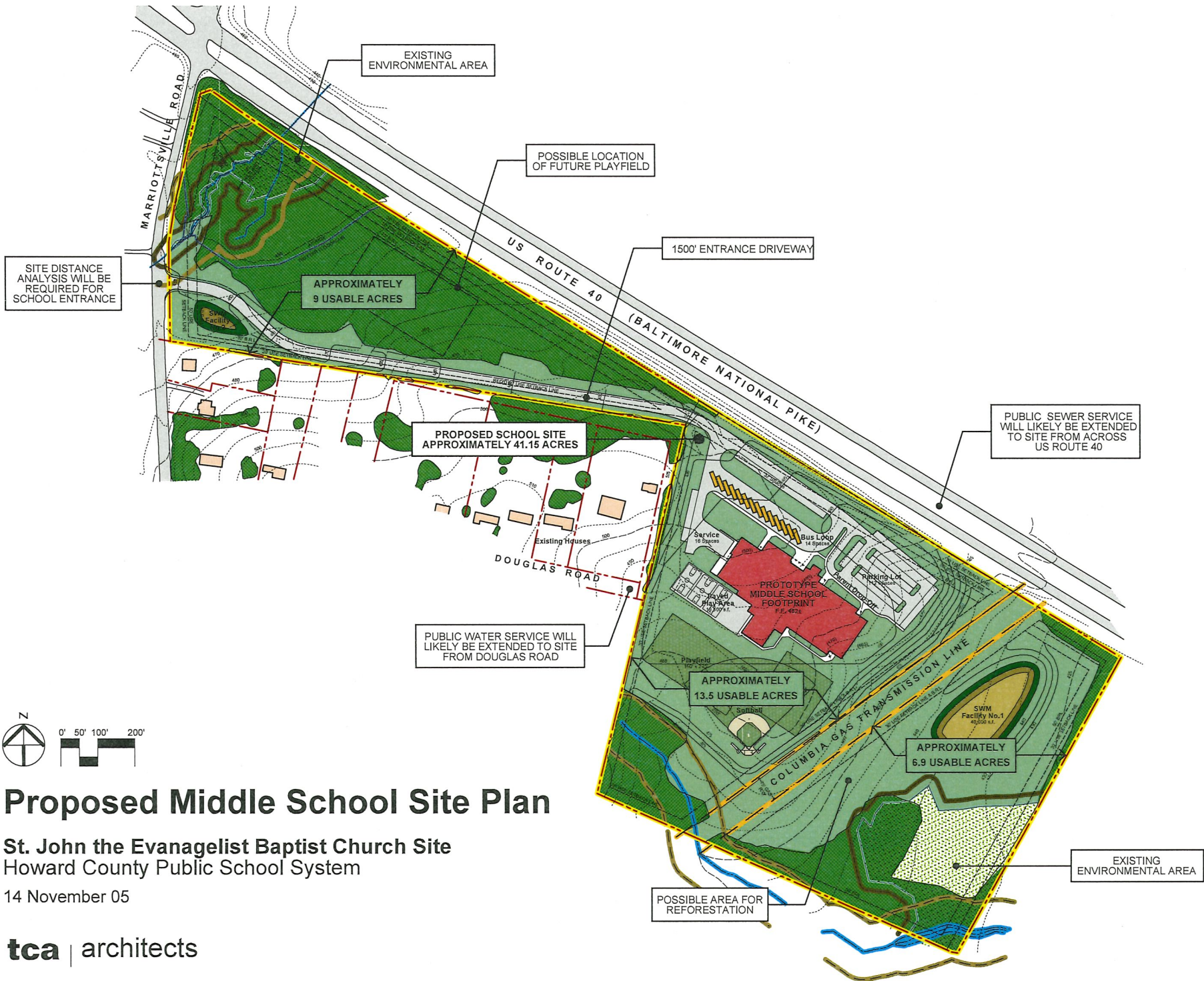
**Homestead Application Status:** No Application

Homeowners' Tax Credit Application Information

**Homeowners' Tax Credit Application Status:** No Application

**Date:**

1. This screen allows you to search the Real Property database and display property records.
2. Click **here** for a glossary of terms.
3. Deleted accounts can only be selected by Property Account Identifier.
4. The following pages are for information purpose only. The data is not to be used for legal reports or documents. While we have confidence in the accuracy of these records, the Department makes no warranties, expressed or implied, regarding the information.



# Proposed Middle School Site Plan

St. John the Evangelist Baptist Church Site  
 Howard County Public School System

14 November 05

tca | architects

C353-2020