

Sayers, Margery

From: Scott Armiger <Scott@orcharddevelopment.com>
Sent: Tuesday, June 27, 2017 11:45 AM
To: CouncilMail
Cc: Gowan, Amy; Siddiqui, Jahantab; Earl Armiger; Robert DeSantis; Todd D. Brown
Subject: LRVC

Councilmembers,

Thank you for the engaging and thoughtful discussion. We appreciate your time and particularly appreciate your interest in ensuring that this redevelopment is a success. The Orchard team is absolutely committed to revitalizing this blighted area as quickly as possible so that the community can once again enjoy a vibrant village center.

We appreciate Councilman Ball's point that community meetings in November and December can be inconvenient. After discussing this with the administration, and considering that we had a productive discussion yesterday, we would like to ask that the Council vote on this resolution on July 3, 2017 so that we can negotiate and execute the Purchase and Sales Agreement, begin our 90-day due diligence period, and work with the County to issue a notice of intent so that the community meetings can be held prior to the November/December holidays. If we are able to receive a commitment from the Council early this week that we may get a favorable vote next week, Orchard is prepared to begin negotiating the Purchase and Sales Agreement now so that we don't waste any time. Given concerns that were expressed about the ambitious timeline, this would both extend the timeline and allow for more time for Zoning Board review.

From our standpoint, and I am copying Jtab to concur on behalf of the administration, we could amend the timeline as follows:

This week (preferably within the next day or two): Receive feedback from Councilmembers on likelihood of favorable vote and begin purchase and sales agreement negotiation.

Early July: Vote and execution of purchase and sales agreement.

Mid-July (earlier if possible): Issue Notice of Intent so that the three required community meetings can be scheduled between July and early November.

Please do not hesitate to contact me or Jtab directly by email or phone if you would like to discuss this request.

I look forward to hearing from you soon.

Sincerely,
Scott

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Sayers, Margery

From: joel hurewitz <joelhurewitz@gmail.com>
Sent: Monday, June 26, 2017 3:37 PM
To: CouncilMail
Cc: Sager, Jennifer
Subject: CR98-2017 and CR99-2017 Testimony
Attachments: CR98 & CR99-2017 Council Testimony.pdf

Dear Council Members,

Attached please find my written testimony for CR98 and CR99.

Joel Hurewitz

LONG REACH URBAN RENEWAL PROJECT
CR98-2017 and CR99-2017

Testimony of Joel Hurewitz
June 19, 2017

Throughout the Long Reach urban renewal process I have expressed my concerns with the County's application of the Urban Renewal Law as found in the County Code but enacted by the General Assembly. At times, it seems that the County applies the provisions only when convenient to its objectives.

Last year, in regard to the consideration of CR102-2016, I emailed the Council my memorandum "Howard County's Urban Renewal Law is Constitutionally Defective" written in response to Gary Kuc's letter of December 8, 2015. In the memorandum, I explain how the County over the past five decades has made at least two ultra vires amendments to the Urban Renewal Law in clear contravention of the enactment by the General Assembly pursuant to Article III, Section 61 of the Maryland Constitution. Because the law was originally written for the County Commissioners and the language is ambiguous and flawed with a County Executive and County Council, I have urged that the County have the law reenacted and clarified by the General Assembly as was done by Anne Arundel County in 1975 after the adoption of its Charter.

Submitted as part of the record of the Planning Board, I have also written how the Maryland Constitution states that a "blighted area shall mean an area in which a majority of buildings have declined in productivity by reason of obsolescence, depreciation or other causes to an extent they no longer justify fundamental repairs and adequate maintenance." This definition was incorporated as part of 1961, Chapter 877 and is found in Section 13.1102(c) of the Howard County Code.

In enacting CR 22-2014, the Council disregarded the definition for "blighted area" in the Constitution, State Law, and the Howard County Code. The Council unilaterally took it upon itself to create an entirely new definition for "blighted area" stating:

WHEREAS, the County Council finds that, over time, the Long Reach Village Center has become a blighted area, as demonstrated by these facts 1) a majority of the retail space is vacant; 2) many of the buildings are poorly maintained; 3) ongoing and increasing safety concerns have been expressed by community members, village center occupants and visitors.

The Long Reach Village Center was not then and does not now meet the legal definition for being "blighted." Furthermore, I note that the Council found not there were safety concerns but rather that some people just felt unsafe.

The first flaw in the Urban Renewal Code occurred around 1970 with the adoption of the County Code. This flaw is demonstrated with the section beginning on line 29 of page 2 of CR98-2017. As originally enacted by the General Assembly, the Planning Commission was given authority to review and make recommendation on the project. With the adoption of the County Charter and pursuant to the rules stated by the drafters of the first County Code, this authority should have been transferred to the Planning Board. However, the drafters erred in following their own guidelines and transferred the power to the Office of Planning and Zoning. In contradiction to the language of line 31 of page 2, the Urban Renewal Law Section 13.1106(a) actually refers to the "Office of Planning and Zoning" and not the "Department of Planning and Zoning."

Furthermore, on April 26, 2017 the County Executive sent his letter to Chairperson Weinstein with the plans and formally requested that the Council submit the plans to DPZ and the Planning Board. Since the Council only had a special presentation on Long Reach on June 19, how exactly did the Council as a body formally submit the plans to the Department of Planning or Zoning and the Planning Board on or about May 1, 2017 as stated on line 30 of page 2?

The County's willy nilly application of the Urban Renewal Law is further demonstrated by CR99-2017 pursuing the sale of the property exclusively under the general "Disposition of Real Property" provisions of Section 4.201 and not also those in the Urban Renewal Law. As written, Section 13.1103(s) technically gives the County Executive the authority to sell the property. In addition, CR22-2014 already authorized the County Executive to sell the property by resolving that he "may take any and all actions authorized by the County's Urban Renewal Law, including the adoption of an Urban Renewal Plan and **any other powers contained in Section 13.1103.**" This illustrates one of the number of ambiguities which were created in 1970 when the executive and legislative functions of the Urban Renewal Law were allocated to the County Executive and County Council, and this needs to be rewritten and clarified.

Nevertheless, if the County is going to proceed under the Urban Renewal Law it cannot just ignore relevant Code provisions. CR99 must reference and follow the relevant provisions of the Urban Renewal Law for the sale of the property including the requirements in Section 13.1103(s):

(1) that the purchaser "devote such real property only to the uses specified in the urban renewal plan, and may be obligated to comply with such other requirements as the County Executive may determine to be in the public interest, including the obligation to begin, within a reasonable time, any improvements on such real property required by the urban renewal plan,"

(2) that "Such real property or interest therein shall be retained, sold, leased or otherwise transferred at not less than its fair value for uses in accordance with the urban renewal plan;" and

(3) that the County may restrict the purchaser to sell or "otherwise transfer the real property without the prior written consent of the County Executive."

The record shows that the County paid \$7.5 M for the whole parcel; however Orchard Development has offered only \$2.5 M. The County paid \$2.5 M just for the Safeway site and was willing to sell it to Celebration Church for the same amount plus \$1 M for rights to the parking lot. Therefore, with the sharp drop in the value of the property in the last several years, how does \$2.5 M now meet the fair value requirements of Section 13.1103(s)?

Furthermore, it seems that the standard power in lines 25-27 of page 2 of CR99 authorizing the County Executive to retain the property if he determines it has a public use seems counter to the spirit if not the letter of the Council's approval of the urban renewal project and could thwart the urban renewal process which the County has generally chosen to follow.

Sayers, Margery

From: Monica Herber <monica.herber@columbiaassociation.org>
Sent: Wednesday, June 21, 2017 5:05 PM
To: CouncilMail
Subject: Resolutions 98-2017, 99-2017

I approve both of these resolutions. I don't know if I am too late to put in testimony. I think this is an interesting and uplifting proposal for the Long Reach Village. I think it will definitely breath new and sustainable life into the village. Was a vote taken on Monday? When will we know if these resolutions have been approved?

- [Council Resolution 98-2017](#) - approving the urban renewal project
- [Council Resolution 99-2017](#) - authorizing sale of county-owned property

thank you,

Monica Herber

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