

Public Hearing \_\_\_\_\_  
Introduced \_\_\_\_\_  
Council Action \_\_\_\_\_  
Executive Action \_\_\_\_\_  
Effective Date \_\_\_\_\_

## County Council Of Howard County, Maryland

2012 Legislative Session

Legislative Day No. 8

### Bill No. 24 -2012

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

AN ACT creating the Downtown Columbia Partnership; defining certain terms; establishing the Downtown Columbia Management District; setting forth the composition, qualifications and term of the Partnership's Board of Directors; establishing the powers and duties of the Board; requiring that the Board adopt bylaws and that the bylaws contain certain provisions, including ethical standards and disclosure requirements; requiring the Partnership to perform certain duties; setting forth the powers and duties of the Partnership; providing for certain funding and certain payments required by the Downtown Columbia Plan; providing that the Partnership serves as the Downtown Columbia Housing Foundation and that certain funds shall be used to make affordable housing more available; requiring certain transportation initiatives; requiring that the Partnership prepare certain reports and keep certain records; allowing the Partnership to use certain methods of procurement; requiring Partnership compliance with the State Open Meetings Act and Public Information Act laws; setting forth the Partnership's legal advisor; providing a method to terminate the existence of the Downtown Columbia Partnership; providing for staggered terms for the initial members of the Board; and generally relating to the Downtown Columbia Partnership.

---

Introduced and read first time \_\_\_\_\_, 2012. Ordered posted and hearing scheduled.

By order \_\_\_\_\_  
Stephen LeGendre, 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 \_\_\_\_\_, 2012.

By order \_\_\_\_\_  
Stephen LeGendre, Administrator

This Bill was read the third time on \_\_\_\_\_, 2012 and Passed \_\_\_\_, Passed with amendments \_\_\_\_\_, Failed \_\_\_\_\_.

By order \_\_\_\_\_  
Stephen LeGendre, Administrator

Sealed with the County Seal and presented to the County Executive for approval this \_\_\_ day of \_\_\_\_\_, 2012 at \_\_\_ a.m./p.m.

By order \_\_\_\_\_  
Stephen LeGendre, Administrator

Approved/Vetoed by the County Executive \_\_\_\_\_, 2012

\_\_\_\_\_  
Ken Ulman, 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 Downtown Columbia Plan (the “Plan”), adopted by the County  
2 Council, amended the County’s General Plan and proposes the establishment of a Downtown  
3 Columbia Partnership (the “Partnership”) to carry out important services and community  
4 functions in Downtown Columbia; and

5  
6           **WHEREAS**, CEPPA number 6 of the Plan requires that General Growth Properties and  
7 Howard County jointly determine the functions, organizational structure, implementation  
8 phasing schedule consistent with the redevelopment phasing schedule, potential funding sources  
9 and projected funding needs of the Partnership; and

10  
11           **WHEREAS**, at the time this Act is considered and adopted by the County Council, the  
12 Howard Hughes Corporation is acting as the successor, assign or the purchaser of equity interest  
13 or assets of General Growth Properties and is therefore the “community developer” as that term  
14 imposes certain obligations and requirements pursuant to the Plan and in the establishment of the  
15 Partnership.

16  
17           **NOW, THEREFORE,**

18  
19 *Section 1. Be It Enacted by the County Council of Howard County, Maryland that the Howard*  
20 *County Code is amended as follows:*

21  
22           1.       *By adding Title 28. Downtown Columbia Partnership.*

23  
24                           **TITLE 28. DOWNTOWN COLUMBIA PARTNERSHIP.**

25  
26           **SECTION 28.100. LEGAL AUTHORITY, FINDINGS, PURPOSE, AND LEGISLATIVE INTENT.**

27 (A) *AUTHORITY.* THIS TITLE IS ENACTED IN ACCORDANCE WITH ARTICLE 25A, § 5(F) OF THE  
28 MARYLAND CODE AND THE DOWNTOWN COLUMBIA PLAN, A GENERAL PLAN AMENDMENT.

29 (B) *FINDINGS.* THE HOWARD COUNTY COUNCIL FINDS THAT A DOWNTOWN COLUMBIA  
30 PARTNERSHIP IS REQUIRED TO CARRY OUT PORTIONS OF THE DOWNTOWN COLUMBIA PLAN.

31 (C) *PURPOSES.* THE PURPOSES OF THE DOWNTOWN COLUMBIA PARTNERSHIP ARE:

- 1 (1) PROMOTION;
- 2 (2) MARKETING; AND
- 3 (3) THE PROVISION OF SECURITY, MAINTENANCE, OR AMENITIES WITHIN THE DISTRICT.

4 (D) *INTENT*. THE POWERS CONFERRED ON THE DOWNTOWN COLUMBIA PARTNERSHIP ARE  
5 INTENDED TO BE BROADLY CONSTRUED SO THAT THE DOWNTOWN COLUMBIA PARTNERSHIP CAN  
6 CARRY OUT ITS PURPOSES UNDER THE DOWNTOWN COLUMBIA PLAN AND THIS TITLE.

7

8 **SECTION 28.101. DEFINITIONS.**

9 IN THIS TITLE, THE FOLLOWING WORDS HAVE THE MEANING INDICATED:

10 (A) *BOARD OF DIRECTORS*. BOARD OF DIRECTORS MEANS THE BOARD OF DIRECTORS OF THE  
11 DOWNTOWN COLUMBIA PARTNERSHIP.

12 (B) *CEPPA*. CEPPA MEANS THE COMMUNITY ENHANCEMENTS, PROGRAMS, AND PUBLIC  
13 AMENITIES SPECIFIED IN THE DOWNTOWN COLUMBIA PLAN.

14 (C) *COMMUNITY DEVELOPER*. COMMUNITY DEVELOPER MEANS THE ENTITY OR GROUP OF ENTITIES  
15 SERVING IN THE CAPACITY OF COMMUNITY DEVELOPER OF DOWNTOWN COLUMBIA AS DESCRIBED  
16 IN THE DOWNTOWN COLUMBIA PLAN.

17 (D) *COUNTY*. COUNTY MEANS HOWARD COUNTY, MARYLAND.

18 (E) *DISTRICT*. DISTRICT MEANS THE DOWNTOWN COLUMBIA MANAGEMENT DISTRICT SPECIFIED IN  
19 THIS TITLE.

20 (F) *DOWNTOWN COLUMBIA HOUSING FUND*. DOWNTOWN COLUMBIA HOUSING FUND MEANS A  
21 SEPARATE, NONLAPSING FUND RECEIVED FROM VARIOUS SOURCES BY THE DOWNTOWN COLUMBIA  
22 PARTNERSHIP AND MADE AVAILABLE TO THE HOWARD COUNTY HOUSING COMMISSION FOR THE  
23 PURPOSE OF PROVIDING AFFORDABLE HOUSING ASSISTANCE AS AN AMENITY WITHIN THE DISTRICT  
24 AS DESCRIBED IN THE DOWNTOWN COLUMBIA PLAN, THE DOWNTOWN CEPPA IMPLEMENTATION  
25 CHART, AND THIS TITLE.

26 (G) *DOWNTOWN COLUMBIA PARTNERSHIP*. DOWNTOWN COLUMBIA PARTNERSHIP MEANS THE  
27 DOWNTOWN COLUMBIA PARTNERSHIP CREATED IN THIS TITLE AND DESCRIBED IN THE  
28 DOWNTOWN COLUMBIA PLAN.

29 (H) *DOWNTOWN COLUMBIA PLAN*. DOWNTOWN COLUMBIA PLAN MEANS THE DOWNTOWN  
30 COLUMBIA PLAN ENACTED BY COUNCIL BILL 58-2009.

1 **SECTION 28.102. DOWNTOWN COLUMBIA MANAGEMENT DISTRICT ESTABLISHED.**

2 (A) *ESTABLISHED.* THERE IS A DOWNTOWN COLUMBIA MANAGEMENT DISTRICT.

3 (B) *JURISDICTIONAL BOUNDARIES.* THE DISTRICT CONSISTS OF THE AREA SPECIFIED IN SECTION  
4 103A.(41) OF THE HOWARD COUNTY ZONING REGULATIONS AND THE PATHWAYS REQUIRED BY  
5 CEPPA 12 AND CEPPA 18.

6

7 **SECTION 28.103. DOWNTOWN COLUMBIA PARTNERSHIP ESTABLISHED.**

8 (A) *ESTABLISHED.* THERE IS A DOWNTOWN COLUMBIA PARTNERSHIP.

9 (B) *STATUS.* THE DOWNTOWN COLUMBIA PARTNERSHIP:

- 10 (1) IS AN INDEPENDENT ENTITY THAT IS NOT WITHIN THE EXECUTIVE OR LEGISLATIVE  
11 BRANCHES OF COUNTY GOVERNMENT;
- 12 (2) IS A PUBLIC INSTRUMENTALITY OF THE COUNTY;
- 13 (3) IS THE COMMERCIAL DISTRICT MANAGEMENT AUTHORITY FOR DOWNTOWN  
14 COLUMBIA;
- 15 (4) MAY EXERCISE ITS POWERS TO THE EXTENT NOT INCONSISTENT WITH ARTICLE 25A,  
16 SECTION 5(FF) OF THE MARYLAND CODE OR THIS TITLE; AND
- 17 (5) PERFORMS TASKS OF BENEFIT TO THE DOWNTOWN COLUMBIA MANAGEMENT  
18 DISTRICT.

19

20 **SECTION 28.104. CHARTER PROVISIONS INAPPLICABLE.**

21 PROVISIONS OF THE HOWARD COUNTY CHARTER THAT ARE INCONSISTENT WITH THIS TITLE ARE  
22 INAPPLICABLE TO THE DOWNTOWN COLUMBIA PARTNERSHIP.

23

24 **SECTION 28.105. BOARD OF DIRECTORS OF THE DOWNTOWN COLUMBIA PARTNERSHIP.**

25 (A) *COMPOSITION.* THE DOWNTOWN COLUMBIA PARTNERSHIP SHALL HAVE A BOARD OF  
26 DIRECTORS THAT CONSISTS OF 7 MEMBERS. FOUR MEMBERS SHALL BE EX OFFICIO MEMBERS AND  
27 THREE MEMBERS SHALL BE AS SET FORTH IN SUBSECTION (D) OF THIS SECTION.

28 (B) *QUALIFICATIONS.* EACH MEMBER OF THE BOARD OF DIRECTORS SHALL:

- 29 (1) RESIDE OR WORK IN HOWARD COUNTY; AND
- 30 (2) HAVE KNOWLEDGE, TRAINING, OR EXPERIENCE RELATED TO THE RESPONSIBILITIES  
31 OF THE DOWNTOWN COLUMBIA PARTNERSHIP.

1 (C) *EX OFFICIO MEMBERS.*

2 (1) THE FOLLOWING PERSONS OR THEIR DESIGNEES ARE EX OFFICIO MEMBERS OF THE  
3 BOARD OF DIRECTORS:

4 (I) THE HIGHEST RANKING OFFICER OF THE COMMUNITY DEVELOPER THAT IS  
5 RESPONSIBLE FOR DOWNTOWN COLUMBIA AND INITIAL OPERATING  
6 FUNDING OF THE PARTNERSHIP;

7 (II) THE GENERAL MANAGER OF THE MALL IN COLUMBIA;

8 (III) THE PRESIDENT OF THE COLUMBIA ASSOCIATION; AND

9 (IV) THE COUNTY EXECUTIVE.

10 (2) THE DOWNTOWN COLUMBIA PARTNERSHIP BYLAWS SHALL PROVIDE THAT EACH  
11 MEMBER OF THE BOARD OF DIRECTORS, INCLUDING EACH EX-OFFICIO MEMBER, HAS  
12 THE SAME VOTING RIGHTS.

13 (3) EXCEPT FOR THE COMMUNITY DEVELOPER, IF A PRIVATE ENTITY DECLINES TO HAVE  
14 A REPRESENTATIVE TO SERVE AS AN EX OFFICIO MEMBER OF THE BOARD OF  
15 DIRECTORS, A REPLACEMENT SHALL BE APPOINTED BY THE COUNTY EXECUTIVE  
16 AND CONFIRMED BY THE COUNTY COUNCIL.

17 (D) *ADDITIONAL MEMBERS.* THE THREE ADDITIONAL MEMBERS SHALL BE AS FOLLOWS:

18 (1) UNTIL 500,000 SQUARE FEET GROSS LEASABLE AREA OF NEW COMMERCIAL USES  
19 ARE DEVELOPED, THREE REPRESENTATIVES FROM THE COMMUNITY DEVELOPER  
20 SHALL SERVE ON THE BOARD OF DIRECTORS.

21 (2) UPON THE DEVELOPMENT OF 500,001 SQUARE FEET GROSS LEASABLE AREA OF NEW  
22 COMMERCIAL USES:

23 (I) ONE MEMBER OF THE BOARD OF DIRECTORS SHALL REPRESENT THE  
24 MEMBERSHIP REQUIRED BY CEPPA 25 OF THE DOWNTOWN COLUMBIA  
25 PLAN; AND

26 (II) TWO MEMBERS OF THE BOARD OF DIRECTORS SHALL BE APPOINTED BY THE  
27 COUNTY EXECUTIVE AND SHALL:

- 28 A. OWN OR OPERATE A BUSINESS LOCATED IN THE DISTRICT;  
29 B. OWN COMMERCIAL PROPERTY LOCATED IN THE DISTRICT; OR  
30 C. RESIDE IN OR IN CLOSE PROXIMITY TO THE DISTRICT.

31 (E) *TERM.*

- 1 (1) THE TERM OF AN APPOINTED MEMBER OF THE BOARD OF DIRECTORS IS THREE  
2 YEARS BUT A MEMBER SHALL SERVE UNTIL A SUCCESSOR IS APPOINTED AND  
3 QUALIFIES.
- 4 (2) EXCEPT AS PROVIDED IN PARAGRAPH (3) OF THIS SUBSECTION, AN APPOINTED  
5 MEMBER MAY BE REAPPOINTED AT THE END OF A TERM.
- 6 (3) AN APPOINTED MEMBER WHO HAS SERVED TWO CONSECUTIVE TERMS MAY BE  
7 REAPPOINTED IF AT LEAST ONE YEAR HAS ELAPSED SINCE THE END OF THE  
8 MEMBER'S SECOND TERM.
- 9 (4) THERE IS NO LIMIT ON THE TOTAL NUMBER OF TERMS THAT AN APPOINTED MEMBER  
10 MAY SERVE.
- 11 (5) A MEMBER APPOINTED PURSUANT TO SUBSECTION 28.105(D)(2)(II) OF THIS  
12 SECTION MAY BE REMOVED FOR ANY REASON BY:
- 13 (I) THE COUNTY EXECUTIVE, SUBJECT TO THE APPROVAL OF THE COUNTY  
14 COUNCIL; OR
- 15 (II) THE COUNTY COUNCIL, SUBJECT TO APPROVAL OF THE COUNTY  
16 EXECUTIVE.
- 17 (6) AN APPOINTED MEMBER WHO IS ABSENT FOR 3 CONSECUTIVE REGULAR MEETINGS  
18 OF THE BOARD OF DIRECTORS, UNLESS EXCUSED BY VOTE OF THE BOARD OF  
19 DIRECTORS, SHALL BE DEEMED TO HAVE RESIGNED.

20 (F) *COMPENSATION*. THE MEMBERS OF THE BOARD OF DIRECTORS SHALL SERVE WITHOUT  
21 COMPENSATION BUT MAY BE ENTITLED TO REIMBURSEMENT FOR EXPENSES IN ACCORDANCE WITH  
22 THE BYLAWS OF THE DOWNTOWN COLUMBIA PARTNERSHIP.

23 (G) *QUORUM; MEETINGS*.

- 24 (1) FOUR MEMBERS OF THE BOARD OF DIRECTORS IS A QUORUM.
- 25 (2) THE BOARD OF DIRECTORS SHALL MEET AT LEAST SIX TIMES A YEAR AT THE TIMES  
26 AND PLACES IT DESIGNATES.

27 (H) *PROCEDURES*. -THE BOARD OF DIRECTORS MAY ESTABLISH RULES OF PROCEDURE.

28 (I) *DUTIES*. THE BOARD OF DIRECTORS SHALL DIRECT THE PROGRAM, MANAGEMENT, AND  
29 FINANCES OF THE DOWNTOWN COLUMBIA PARTNERSHIP.

30  
31 **SECTION 28.106. BYLAWS.**

- 1 (A) (1) WITHIN SIX MONTHS OF ITS ESTABLISHMENT, THE BOARD OF DIRECTORS SHALL  
2 ADOPT BYLAWS FOR THE DOWNTOWN COLUMBIA PARTNERSHIP.
- 3 (2) THE BOARD OF DIRECTORS SHALL SUBMIT THE BYLAWS TO THE COUNTY COUNCIL  
4 FOR APPROVAL.
- 5 (3) BY RESOLUTION, THE COUNTY COUNCIL MAY APPROVE THE BYLAWS WITH OR  
6 WITHOUT AMENDMENTS.
- 7 (4) IF THE COUNTY COUNCIL FAILS TO TAKE ACTION ON THE BYLAWS WITHIN 120 DAYS  
8 OF RECEIVING THEM, THE FAILURE TO TAKE ACTION CONSTITUTES APPROVAL OF  
9 THE BYLAWS.
- 10 (B) THE BYLAWS MAY CONTAIN ANY LEGAL PROVISION NOT INCONSISTENT WITH THIS TITLE TO  
11 MANAGE THE AFFAIRS OF THE DOWNTOWN COLUMBIA PARTNERSHIP.
- 12 (C) THE BYLAWS SHALL:
- 13 (1) SET ETHICAL STANDARDS AND DISCLOSURE REQUIREMENTS FOR MEMBERS OF THE  
14 BOARD OF DIRECTORS, MEMBERS OF ADVISORY COMMITTEES, AND EMPLOYEES OF  
15 THE DOWNTOWN COLUMBIA PARTNERSHIP IN ORDER TO PROTECT AGAINST ANY  
16 CONFLICT OF INTEREST OR OTHER IMPROPRIETY. THE ETHICAL STANDARDS AND  
17 DISCLOSURE REQUIREMENTS SHALL INCLUDE:
- 18 (I) A PROVISION PROHIBITING SELF-DEALING AND COLLUSIVE PRACTICES;  
19 (II) A PROVISION FOR THE DISCLOSURE OF A FINANCIAL OR SIMILAR INTEREST  
20 OF ANY PERSON IN ANY MATTER BEFORE THE PARTNERSHIP INCLUDING THE  
21 ESTABLISHMENT OF CONDITIONS UNDER WHICH THAT PERSON IS  
22 DISQUALIFIED FROM PARTICIPATING IN DECISIONS OR OTHER ACTIONS IN  
23 WHICH THERE IS A CONFLICT BETWEEN THE PERSON’S OFFICIAL DUTIES AND  
24 PRIVATE INTERESTS; AND
- 25 (III) APPROPRIATE REMEDIES AGAINST VIOLATION, INCLUDING REMOVAL OF  
26 BOARD MEMBERS OR TERMINATION OF EMPLOYMENT.
- 27 (2) PROVIDE FOR SURETY BONDS OR SIMILAR INSTRUMENTS TO PROTECT AGAINST  
28 MISAPPROPRIATION OF FUNDS;
- 29 (3) PROVIDE FOR REASONABLE AND APPROPRIATE INSURANCE FOR THE ACTIVITIES OF  
30 THE DOWNTOWN COMMUNITY PARTNERSHIP; AND
- 31 (4) PROVIDE FOR TRANSPARENCY IN ACCORDANCE WITH SECTION 28.120 OF THIS

1 TITLE.

2  
3 **SECTION 28.107.DUTIES.**

4 THE DOWNTOWN COLUMBIA PARTNERSHIP SHALL:

- 5 (1) FULFILL ITS RESPONSIBILITIES UNDER THE CEPPAS AND OTHER RESPONSIBILITIES  
6 IN THE DOWNTOWN COLUMBIA PLAN;
- 7 (2) MARKET THE DISTRICT AS A VIBRANT, ECONOMICALLY ROBUST, AND DESIRABLE  
8 PLACE TO LIVE, WORK, AND PLAY;
- 9 (3) BEAUTIFY THE DISTRICT AND MAINTAIN OPEN SPACES AND AMENITY AREAS  
10 INCLUDING THE PATHWAYS REQUIRED BY CEPPA 12 AND CEPPA 18;
- 11 (4) SERVE AS THE DOWNTOWN COLUMBIA HOUSING FOUNDATION AS DESCRIBED IN  
12 THIS TITLE AND PROVIDE AFFORDABLE HOUSING ASSISTANCE AS AN AMENITY  
13 WITHIN THE DISTRICT IN ACCORDANCE WITH THE DOWNTOWN COLUMBIA PLAN,  
14 THE DOWNTOWN CEPPA IMPLEMENTATION CHART AND SECTION 28.116 OF THIS  
15 TITLE;
- 16 (5) UTILIZE AT LEAST FIFTY PERCENT (50%) OF THE REVENUE COLLECTED PURSUANT  
17 TO CEPPA 25 FOR THE IMPLEMENTATION OF TRANSPORTATION INITIATIVES IN THE  
18 SHUTTLE FEASIBILITY STUDY OR OTHER DIRECT TRANSIT SERVICES WITHIN THE  
19 DISTRICT;
- 20 (6) FACILITATE THE IMPLEMENTATION OF THE COMMUNITY FRAMEWORK FOR  
21 ENVIRONMENTAL SUSTAINABILITY IN ACCORDANCE WITH THE ENVIRONMENTAL  
22 SUSTAINABILITY PROGRAM AS DESCRIBED IN THE DOWNTOWN COLUMBIA PLAN;
- 23 (7) COORDINATE WITH THE COLUMBIA ASSOCIATION, THE COUNTY, PROPERTY  
24 OWNERS, AND OTHERS FOR PROGRAMMING SPACES THAT ARE INTENDED FOR PUBLIC  
25 USE IN THE DISTRICT;
- 26 (8) PROMOTE AND IMPLEMENT THE TRANSPORTATION DEMAND MANAGEMENT PLAN  
27 IN ACCORDANCE WITH THE DOWNTOWN COLUMBIA PLAN; AND
- 28 (9) PROMOTE PUBLIC SAFETY AND PROVIDE SECURITY PATROLS.

29  
30 **SECTION 28.108. COORDINATION WITH COUNTY UNITS.**

31 WHEN ADDRESSING AN ISSUE WITHIN AN AREA SUBJECT TO COUNTY GOVERNMENT OVERSIGHT,



1 THE PARTNERSHIP SHALL COORDINATE WITH THE APPROPRIATE UNIT OF COUNTY GOVERNMENT.

2

3 **SECTION 28.109. ADVISORY COMMITTEES TO THE DOWNTOWN COLUMBIA PARTNERSHIP.**

4 (A) *IN GENERAL.* THE BOARD OF DIRECTORS MAY CREATE ADVISORY COMMITTEES.

5 (B) *COMPOSITION.* THE BOARD OF DIRECTORS SHALL DETERMINE THE NUMBER OF MEMBERS OF AN  
6 ADVISORY COMMITTEE.

7 (C) *APPOINTMENT.*

8 (1) THE BOARD OF DIRECTORS SHALL APPOINT MEMBERS TO ADVISORY COMMITTEES.

9 (2) A MEMBER OF THE BOARD OF DIRECTORS MAY BE APPOINTED TO AN ADVISORY  
10 COMMITTEE.

11 (3) THE BOARD OF DIRECTORS SHALL DESIGNATE THE CHAIRPERSON OF AN ADVISORY  
12 COMMITTEE.

13 (D) *TERM.* THE BOARD OF DIRECTORS SHALL SET THE TERM OF A MEMBER OF AN ADVISORY  
14 COMMITTEE.

15 (E) *COMPENSATION.* THE MEMBERS OF AN ADVISORY COMMITTEE SHALL SERVE WITHOUT  
16 COMPENSATION BUT MAY BE ENTITLED TO REIMBURSEMENT FOR EXPENSES IN ACCORDANCE WITH  
17 THE BYLAWS OF THE DOWNTOWN COLUMBIA PARTNERSHIP.

18 (F) *DUTIES.* AN ADVISORY COMMITTEE SHALL ADVISE THE BOARD OF DIRECTORS ON THE MATTERS  
19 SPECIFIED BY THE BOARD OF DIRECTORS.

20

21 **SECTION 28.110. STAFF TO THE DOWNTOWN PARTNERSHIP.**

22 (A) *EXECUTIVE DIRECTOR.* THE BOARD OF DIRECTORS SHALL HIRE AN EXECUTIVE DIRECTOR FOR  
23 THE DOWNTOWN COLUMBIA PARTNERSHIP WHO HAS TRAINING OR EXPERIENCE IN MANAGING A  
24 DOWNTOWN DISTRICT OR SIMILAR ENTITY.

25 (B) *OTHER EMPLOYEES.* THE DOWNTOWN COLUMBIA PARTNERSHIP MAY EMPLOY OR CONTRACT  
26 WITH THE COUNTY OR OTHER PERSONS AS NECESSARY TO CARRY OUT THE ACTIVITIES OF THE  
27 DOWNTOWN COLUMBIA PARTNERSHIP.

28 (C) *STATUS.* EMPLOYMENT WITH THE DOWNTOWN COLUMBIA PARTNERSHIP DOES NOT MAKE THE  
29 EXECUTIVE DIRECTOR OR AN EMPLOYEE:

30 (1) A COUNTY EMPLOYEE; OR

31 (2) A MEMBER OF A COUNTY RETIREMENT OR PENSION SYSTEM.

1 (D) *COMPENSATION*. THE BOARD OF DIRECTORS SHALL SET THE COMPENSATION OF THE EXECUTIVE  
2 DIRECTOR AND THE OTHER EMPLOYEES OF THE DOWNTOWN COLUMBIA PARTNERSHIP, AND SHALL  
3 ESTABLISH SUCH CONDITIONS OF EMPLOYMENT IT CONSIDERS APPROPRIATE.

4  
5 **SECTION 28.111. ETHICS.**

6 THE BOARD OF DIRECTORS, THE EXECUTIVE DIRECTOR OF THE DOWNTOWN COLUMBIA  
7 PARTNERSHIP, AND EMPLOYEES OF THE DOWNTOWN COLUMBIA PARTNERSHIP ARE NOT SUBJECT  
8 TO THE HOWARD COUNTY PUBLIC ETHICS LAW.

9  
10 **SECTION 28.112. POWERS OF THE DOWNTOWN COLUMBIA PARTNERSHIP.**

11 (A) *PROPERTY*. THE DOWNTOWN COLUMBIA PARTNERSHIP MAY ACQUIRE, HOLD, USE, ENCUMBER,  
12 AND DISPOSE OF BOTH REAL AND PERSONAL PROPERTY AND OTHER PROPERTY RIGHTS NECESSARY  
13 TO ACHIEVE ITS PURPOSE, INCLUDING ACQUISITION BY PURCHASE OR LEASE.

14 (B) *CONTRACTS*. THE DOWNTOWN COLUMBIA PARTNERSHIP MAY MAKE CONTRACTS FOR ANY  
15 PURPOSE RELATED TO ITS DUTIES SET FORTH IN SECTION 28.107 OF THIS TITLE.

16 (C) *SUITS*. THE DOWNTOWN COLUMBIA PARTNERSHIP MAY SUE AND BE SUED.

17 (D) *CONTRIBUTIONS*. THE DOWNTOWN COLUMBIA PARTNERSHIP MAY ACCEPT GRANTS, GIFTS, OR  
18 OTHER CONTRIBUTIONS.

19 (E) *BANK ACCOUNTS*. THE DOWNTOWN COLUMBIA PARTNERSHIP MAY ESTABLISH COMMERCIAL  
20 BANK ACCOUNTS, WITH ANY EARNINGS ON FUNDS ACCRUING TO THE DOWNTOWN COLUMBIA  
21 PARTNERSHIP.

22 (F) *BORROW FUNDS*. THE DOWNTOWN COLUMBIA PARTNERSHIP MAY BORROW FUNDS IN ORDER  
23 TO CARRY OUT ITS PURPOSES UNDER THE DOWNTOWN COLUMBIA PLAN AND THIS TITLE.

24 (G) *PUBLICITY*. THE DOWNTOWN COLUMBIA PARTNERSHIP MAY PUBLICIZE ITS ACTIVITIES AND  
25 SELL ADVERTISING.

26 (H) *OTHER ACTIONS*. THE DOWNTOWN PARTNERSHIP MAY TAKE OTHER NECESSARY OR  
27 CONVENIENT ACTIONS TO:

- 28 (1) PERFORM TASKS THAT BENEFIT THE DISTRICT; AND  
29 (2) CARRY OUT THIS TITLE AND THE DOWNTOWN COLUMBIA PLAN.

30  
31 **SECTION 28.113. LIMITATIONS.**

1 THE DOWNTOWN COLUMBIA PARTNERSHIP MAY NOT:

- 2 (1) CONDEMN PROPERTY OR EXERCISE ANY POWER OF EMINENT DOMAIN;
- 3 (2) ISSUE BONDS;
- 4 (3) PLEDGE THE FAITH OR CREDIT OF THE COUNTY;
- 5 (4) EXERCISE ANY POLICE OR GENERAL GOVERNMENTAL POWERS;
- 6 (5) EXCEPT AS PROVIDED IN SECTION 28.112(A) OF THIS TITLE, PURCHASE, SELL, OR  
7 CONSTRUCT OR, AS A LANDLORD, LEASE OFFICE OR RETAIL SPACE;
- 8 (6) COMPETE WITH THE PRIVATE SECTOR EXCEPT AS AUTHORIZED IN THIS TITLE; OR
- 9 (7) SUE THE COUNTY OR ITS EMPLOYEES AND OFFICIALS.

10  
11 **SECTION 28.114. FUNDING.**

12 (A) *IN GENERAL.* THE DOWNTOWN COLUMBIA PARTNERSHIP IS FUNDED BY:

- 13 (1) THE PAYMENTS THAT IT RECEIVES FOR PROVIDING GOODS OR SERVICES;
- 14 (2) ASSESSMENTS OR TAXES AS PROVIDED BY LAW;
- 15 (3) PAYMENTS REQUIRED BY THE CEPPAS; AND
- 16 (4) PAYMENTS FROM ANY OTHER SOURCE.

17 (B) *USES.* MONEY THAT THE DOWNTOWN PARTNERSHIP RECEIVES UNDER THIS SECTION SHALL BE  
18 USED ONLY FOR THE PURPOSES OF THIS TITLE.

19 (C) *BUDGET PROCESS.*

- 20 (1) THE ANNUAL OPERATING BUDGET FOR THE COMING YEAR FOR THE DOWNTOWN  
21 COLUMBIA PARTNERSHIP MUST BE APPROVED BY A MAJORITY OF THE MEMBERS OF  
22 THE BOARD OF DIRECTORS PRIOR TO DECEMBER 1 OF EACH YEAR.
- 23 (2) EACH YEAR BY DECEMBER 1, THE BOARD OF DIRECTORS SHALL SUBMIT THE  
24 DOWNTOWN COLUMBIA PARTNERSHIP'S APPROVED OPERATING BUDGET FOR THE  
25 COMING CALENDAR YEAR TO THE COUNTY EXECUTIVE, THE COUNTY COUNCIL,  
26 AND THE COMMUNITY DEVELOPER.
- 27 (3) (I) SUBJECT TO THE AUTOMATIC TERMINATION SET FORTH IN PARAGRAPH  
28 (3)(II) OF THIS SUBSECTION, THE COMMUNITY DEVELOPER, IN ACCORDANCE  
29 WITH CEPPA 6, SHALL SUBMIT QUARTERLY PAYMENTS TO THE DOWNTOWN  
30 COLUMBIA PARTNERSHIP BY JANUARY 1, APRIL 1, JULY 1, AND OCTOBER 1,  
31 RESPECTIVELY, OF EACH YEAR TO COVER THE PARTNERSHIP'S INITIAL

1 OPERATING EXPENSES. THE COMMUNITY DEVELOPER'S PAYMENT SHALL BE  
2 THE DIFFERENCE BETWEEN THE TOTAL APPROVED OPERATING BUDGET AND  
3 OTHER OPERATING REVENUE.

4 (II) THE COMMUNITY DEVELOPER'S OBLIGATION TO FUND THE INITIAL  
5 OPERATING EXPENSES OF THE DOWNTOWN COLUMBIA PARTNERSHIP UNDER  
6 CEPPA 6 AND PARAGRAPH (3)(I) OF THIS SUBSECTION AUTOMATICALLY  
7 TERMINATES ON THE DATE THE PARTNERSHIP RECEIVES THE FIRST PAYMENT  
8 UNDER SECTION 28.115(E) OF THIS TITLE FROM THE OWNER OF THE  
9 PROPERTY FOR WHICH THE COUNTY ISSUES A BUILDING PERMIT FOR THE  
10 500,000<sup>TH</sup> SQUARE FOOT OF GROSS LEASABLE AREA OF NEW COMMERCIAL  
11 USES.  
12

13 **SECTION 28.115. PAYMENTS REQUIRED BY CEPPAS.**

14 (A) THE DOWNTOWN COLUMBIA PLAN PROVIDES FOR CERTAIN PAYMENTS BY THE COMMUNITY  
15 DEVELOPER, OWNERS OF PROPERTY DEVELOPED WITH COMMERCIAL USES, AND DEVELOPERS OF  
16 RESIDENTIAL PROPERTY. THE COMMUNITY DEVELOPER AND THE COUNTY AGREED TO THE NATURE  
17 AND AMOUNTS OF THESE PAYMENTS DURING THE DOWNTOWN COLUMBIA PLAN APPROVAL  
18 PROCESS, AND THE PAYMENTS ARE DEDICATED TO FUNDING THE DOWNTOWN COLUMBIA  
19 PARTNERSHIP, WHICH IS TASKED WITH DUTIES DESCRIBED IN THE DOWNTOWN COLUMBIA PLAN  
20 AND THIS TITLE. THE PURPOSE OF THIS SECTION IS TO IMPLEMENT THE PAYMENT REQUIREMENTS  
21 OF THE DOWNTOWN COLUMBIA PLAN.

22 (B) *INITIAL OPERATING FUNDING OF THE DOWNTOWN COLUMBIA PARTNERSHIP.* THE COMMUNITY  
23 DEVELOPER SHALL FUND THE INITIAL START-UP COSTS OF THE DOWNTOWN COLUMBIA  
24 PARTNERSHIP.

25 (C) *INITIAL FUNDING FOR DOWNTOWN COLUMBIA HOUSING FUND; ADDITIONAL FUNDING.*

26 (1) THE COMMUNITY DEVELOPER SHALL PROVIDE \$1,500,000 IN INITIAL FUNDING FOR  
27 THE DOWNTOWN COLUMBIA HOUSING FUND UPON:

28 (I) THE ISSUANCE OF THE FIRST BUILDING PERMIT; AND

29 (II) THE EXPIRATION OF ALL APPLICABLE APPEAL PERIODS ASSOCIATED WITH  
30 THE BUILDING PERMIT OR, IF AN APPEAL WAS FILED, UPON THE ISSUANCE OF  
31 A FINAL DECISION OF A COURT UPHOLDING THE ISSUANCE OF THE BUILDING

1 PERMIT.

2 (2) THE COMMUNITY DEVELOPER SHALL PROVIDE \$1,500,000 IN ADDITIONAL FUNDING  
3 FOR THE DOWNTOWN COLUMBIA HOUSING FUND UPON:

4 (I) THE ISSUANCE OF THE BUILDING PERMIT FOR THE 400<sup>TH</sup> RESIDENTIAL UNIT;  
5 AND

6 (II) THE EXPIRATION OF ALL APPLICABLE APPEAL PERIODS ASSOCIATED WITH  
7 THE BUILDING PERMIT OR, IF AN APPEAL WAS FILED, UPON THE ISSUANCE OF  
8 A FINAL DECISION OF A COURT UPHOLDING THE ISSUANCE OF THE BUILDING  
9 PERMIT.

10 (D) *DOWNTOWN CIRCULATOR SHUTTLE*. AS REQUIRED BY CEPPA 23, PRIOR TO ISSUANCE OF A  
11 BUILDING PERMIT FOR THE 5,000,000<sup>TH</sup> SQUARE FOOT OF GROSS BUILDING AREA OF DEVELOPMENT,  
12 THE COMMUNITY DEVELOPER SHALL PROVIDE \$1,000,000 TOWARDS THE INITIAL FUNDING OF THE  
13 DOWNTOWN CIRCULATOR SHUTTLE AS DESCRIBED IN THE DOWNTOWN COLUMBIA PLAN.

14 (E) *COMMERCIAL REVITALIZATION*. PURSUANT TO THE DOWNTOWN COLUMBIA PLAN:

15 (1) IN ACCORDANCE WITH CEPPA 25, OWNERS OF PROPERTY IN THE DISTRICT  
16 DEVELOPED WITH COMMERCIAL USES PURSUANT TO SECTION 125A. 9 OF THE  
17 HOWARD COUNTY ZONING REGULATIONS SHALL PROVIDE AN ANNUAL PAYMENT  
18 OF \$0.25 PER SQUARE FOOT OF GROSS LEASABLE AREA OR NET FLOOR AREA FOR  
19 HOTELS CALCULATED IN ACCORDANCE WITH THE BUILDING OWNERS AND  
20 MANAGERS ASSOCIATION (BOMA) STANDARDS AS CERTIFIED BY AN ARCHITECT  
21 ON PLANS SUBMITTED WITH AN APPLICATION FOR A BUILDING PERMIT AND  
22 APPROVED BY THE COUNTY;

23 (2) BEGINNING APRIL 6, 2011, THE PAYMENT REQUIRED BY PARAGRAPH (1) OF THIS  
24 SUBSECTION SHALL ANNUALLY ADJUST BASED ON THE CONSUMER PRICE INDEX  
25 FOR ALL URBAN CONSUMERS (CPI-U) FOR THE WASHINGTON-BALTIMORE AREA  
26 PUBLISHED BY THE BUREAU OF LABOR STATISTICS OF THE UNITED STATES  
27 DEPARTMENT OF LABOR; AND

28 (3) (I) THE INITIAL PAYMENT SHALL BE PAID PRIOR TO ISSUANCE OF OCCUPANCY  
29 PERMITS FOR THE BUILDINGS AND SHALL BE PRO-RATED MONTHLY BASED  
30 ON THE CALENDAR YEAR;

31 (II) SUBSEQUENT PAYMENTS SHALL BE DUE ON OR BEFORE JANUARY 1 OF EACH

1 YEAR FOLLOWING THE YEAR OF INITIAL PAYMENT.

2 (F) *AFFORDABLE HOUSING -RESIDENTIAL UNITS*. PURSUANT TO THE DOWNTOWN COLUMBIA PLAN:

3 (1) EACH DEVELOPER OF RESIDENTIAL PROPERTY IN THE DISTRICT SHALL PROVIDE A  
4 ONE-TIME, PER UNIT PAYMENT TO BE IMPOSED ON THE ISSUANCE OF ANY BUILDING  
5 PERMIT FOR A BUILDING CONTAINING DWELLING UNITS AS FOLLOWS:

6 (I) \$2,000 PER UNIT FOR EACH UNIT UP TO AND INCLUDING THE 1,500<sup>TH</sup> UNIT;

7 (II) \$7,000 PER UNIT FOR EACH UNIT BETWEEN THE 1,501<sup>TH</sup> UNIT UP TO AND  
8 INCLUDING THE 3,500<sup>TH</sup> UNIT; AND

9 (III) \$9,000 PER UNIT FOR EACH UNIT BETWEEN THE 3,501<sup>ST</sup> UNIT UP TO AND  
10 INCLUDING THE 5,500<sup>TH</sup> UNIT.

11 (2) BEGINNING APRIL 6, 2011, THE PAYMENT REQUIRED BY PARAGRAPH (1) OF THIS  
12 SUBSECTION SHALL ANNUALLY ADJUST BASED ON THE ENGINEERING NEWS-  
13 RECORD BUILDING COST INDEX.

14 (3) A DEVELOPER OF RESIDENTIAL PROPERTY IN THE DISTRICT WHO PROVIDES  
15 AFFORDABLE HOUSING UNITS AS AN ALTERNATIVE SATISFACTION OF THE  
16 AFFORDABLE HOUSING REQUIREMENT AS PROVIDED IN THE ZONING REGULATIONS,  
17 IS NOT REQUIRED TO MAKE THE PAYMENTS PROVIDED IN SUBSECTION (F)(1) ABOVE.

18 (G) *AFFORDABLE HOUSING-COMMERCIAL USES*. PURSUANT TO THE DOWNTOWN COLUMBIA PLAN:

19 (1) IN ACCORDANCE WITH CEPPA 27, OWNERS OF PROPERTY IN THE DISTRICT  
20 DEVELOPED WITH COMMERCIAL USES PURSUANT TO SECTION 125A. 9 OF THE  
21 HOWARD COUNTY ZONING REGULATIONS SHALL PROVIDE AN ANNUAL PAYMENT  
22 OF \$0.05 PER-SQUARE FOOT OF GROSS LEASABLE AREA OR NET FLOOR AREA FOR  
23 HOTELS CALCULATED IN ACCORDANCE WITH THE BUILDING OWNERS AND  
24 MANAGERS ASSOCIATION (BOMA) STANDARDS AS CERTIFIED BY AN ARCHITECT  
25 ON PLANS SUBMITTED WITH AN APPLICATION FOR A BUILDING PERMIT AND  
26 APPROVED BY THE COUNTY;

27 (2) BEGINNING APRIL 6, 2011, THE PAYMENT REQUIRED BY PARAGRAPH (1) OF THIS  
28 SUBSECTION SHALL ANNUALLY ADJUST BASED ON THE ENGINEERING NEWS-  
29 RECORD BUILDING COST INDEX; AND

30 (3) (I) THE INITIAL PAYMENT SHALL BE PAID PRIOR TO ISSUANCE OF OCCUPANCY  
31 PERMITS FOR THE BUILDINGS AND SHALL BE PRO-RATED MONTHLY BASED

1 ON THE CALENDAR YEAR;

2 (II) SUBSEQUENT PAYMENTS SHALL BE DUE ON OR BEFORE JANUARY 1 OF EACH  
3 YEAR FOLLOWING THE YEAR OF INITIAL PAYMENT.

4 (H) *COLLECTION; ENFORCEMENT.*

5 (1) (I) BEFORE THE COUNTY ISSUES AN OCCUPANCY PERMIT FOR A BUILDING  
6 SUBJECT TO SUBSECTIONS (E) AND (G) OF THIS SECTION, THE OWNER SHALL  
7 SATISFY THE DEPARTMENT OF INSPECTIONS, LICENSES AND PERMITS THAT  
8 PAYMENTS REQUIRED BY THOSE SUBSECTIONS HAVE BEEN MADE.

9 (II) PAYMENTS UNDER SUBSECTION (F) OF THIS SECTION ARE CONTINGENT UPON  
10 THE EXPIRATION OF ALL APPLICABLE APPEAL PERIODS ASSOCIATED WITH  
11 EACH BUILDING PERMIT WITHOUT AN APPEAL BEING FILED, OR IF AN APPEAL  
12 IS FILED UPON THE ISSUANCE OF A FINAL DECISION OF THE COURTS  
13 UPHOLDING THE-ISSUANCE-OF THE PERMIT.

14 (2) FAILURE TO MAKE PAYMENTS REQUIRED BY THIS TITLE:

15 (I) SHALL BE CERTIFIED TO THE DIRECTOR OF FINANCE OF THE COUNTY;

16 (II) SHALL BE A LIEN ON PROPERTY BELONGING TO THE PERSON OR BUSINESS  
17 REQUIRED TO MAKE PAYMENT;

18 (III) SHALL BE COLLECTIBLE IN THE SAME MANNER AS ANY CIVIL MONEY  
19 JUDGMENT OR DEBT MAY BE COLLECTED; AND

20 (IV) SHALL ACCRUE PENALTIES AT THE SAME RATE AND IN THE SAME MANNER  
21 AS THE ACCRUAL OF INTEREST AND PENALTIES FOR UNPAID REAL PROPERTY  
22 TAXES.

23 (I) PAYMENTS REQUIRED BY THIS SECTION SHALL BE MADE TO THE DOWNTOWN COLUMBIA  
24 PARTNERSHIP.

25  
26 **SECTION 28.116. AFFORDABLE HOUSING.**

27 (A) *AFFORDABLE HOUSING TERMS DEFINED.* FOR PURPOSES OF THIS SECTION, THE FOLLOWING  
28 WORDS HAVE THE MEANINGS INDICATED:

29 (1) *AFFORDABLE HOUSING UNIT.* AFFORDABLE HOUSING UNIT MEANS A DWELLING UNIT  
30 THAT IS MADE AVAILABLE FOR SALE OR RENT BELOW MARKET RATE TO  
31 HOUSEHOLDS OF ELIGIBLE INCOME.

1 (2) "HOUSEHOLDS OF ELIGIBLE INCOME" MEANS:

2 (I) AS TO DWELLING UNITS THAT ARE STATE OR FEDERALLY FUNDED,  
3 INDIVIDUALS OR HOUSEHOLDS WHO MEET THE INCOME REQUIREMENTS OF  
4 THE STATE OR FEDERAL PROGRAM INVOLVED; OR

5 (II) AS TO OTHER DEVELOPMENTS, INDIVIDUALS, OR HOUSEHOLDS WHO LACK  
6 SUFFICIENT INCOME OR ASSETS TO ENABLE THEM TO PURCHASE OR RENT  
7 DECENT, SAFE, AND SANITARY DWELLINGS WITHOUT OVERCROWDING.

8 (III) THE DETERMINATION OF INCOME LEVELS MAY VARY WITH RESPECT TO THE  
9 ELDERLY, THE DISABLED, OTHER PERSONS WITH SPECIAL NEEDS, OR  
10 PARTICULAR UNITS OR PROGRAMS.

11 (B) *FOUNDATION*. THE DOWNTOWN COLUMBIA PARTNERSHIP SERVES AS THE DOWNTOWN  
12 COLUMBIA HOUSING FOUNDATION DESCRIBED IN THE DOWNTOWN COLUMBIA PLAN.

13 (C) *FUND*.

14 (1) THERE IS A DOWNTOWN COLUMBIA COMMUNITY HOUSING FUND.

15 (2) THE FUND CONSISTS OF:

16 (I) MONEY COLLECTED UNDER SECTION 28.115(C)(F), AND (G) OF THIS TITLE;

17 (II) MONEY RECEIVED FROM ANY PUBLIC OR PRIVATE SOURCE, INCLUDING A  
18 GIFT, GRANT, OR LEGACY;

19 (III) INVESTMENT EARNINGS OF THE FUND; AND

20 (IV) REPAYMENTS OF PRINCIPAL OR INTEREST ON LOANS MADE FROM THE FUND.

21 (3) THE FUND IS A SEPARATE, NONLAPSING FUND THAT MAY NOT BE COMMINGLED  
22 WITH ANY OTHER DOWNTOWN COLUMBIA PARTNERSHIP FUND.

23 (4) THE DOWNTOWN COLUMBIA PARTNERSHIP, IN ITS CAPACITY AS THE DOWNTOWN  
24 COLUMBIA HOUSING FOUNDATION, SHALL CONTRACT WITH THE HOWARD COUNTY  
25 HOUSING COMMISSION TO ADMINISTER THE FUND FOR THE PURPOSE OF PROVIDING  
26 AFFORDABLE HOUSING ASSISTANCE AS AN AMENITY WITHIN THE DISTRICT AS  
27 DESCRIBED IN THE DOWNTOWN COLUMBIA PLAN, THE DOWNTOWN CEPPA  
28 IMPLEMENTATION CHART, AND THIS TITLE.

29 (5) THE HOWARD COUNTY HOUSING COMMISSION IS RESPONSIBLE FOR DECISIONS  
30 CONCERNING THE USE OF THE FUND AND SHALL ADMINISTER THE FUND AT NO COST.



1 (D) *USES OF FUND.* THE HOWARD COUNTY HOUSING COMMISSION SHALL USE THE FUND TO MAKE  
2 AFFORDABLE HOUSING MORE AVAILABLE IN DOWNTOWN COLUMBIA BY MAKING AWARDS FROM  
3 THE FUND TO:

- 4 (1) ASSIST FOR-PROFIT AND NONPROFIT DEVELOPERS TO ACQUIRE, BUILD,  
5 REHABILITATE, OR PRESERVE AFFORDABLE HOUSING UNITS;
- 6 (2) CONTRIBUTE TO THE PAYMENT OF PREDEVELOPMENT OR OPERATING EXPENSES OF  
7 AFFORDABLE HOUSING UNITS;
- 8 (3) ASSIST NONPROFIT ENTITIES TO ACQUIRE, BUILD, REHABILITATE, OR PRESERVE  
9 SPECIAL NEEDS HOUSING;
- 10 (4) PROVIDE RENTAL ASSISTANCE ENABLING A HOUSEHOLD OF ELIGIBLE INCOME TO  
11 PAY RENT FOR THE FAMILY'S PRIMARY RESIDENCE;
- 12 (5) MAKE LOANS ENABLING A HOUSEHOLD OF ELIGIBLE INCOME TO PURCHASE THE  
13 FAMILY'S PRIMARY RESIDENCE; AND
- 14 (6) PROVIDE EVICTION PREVENTION AND FORECLOSURE ASSISTANCE.

15  
16 **SECTION 28.117. TRANSPORTATION.**

17 (A) *IN GENERAL.* THE DOWNTOWN COLUMBIA PARTNERSHIP:

- 18 (1) SHALL SUPPORT THE TRANSPORTATION INITIATIVES OUTLINED IN THE SHUTTLE  
19 FEASIBILITY STUDY CALLED FOR IN THE DOWNTOWN COLUMBIA PLAN; AND
- 20 (2) SHALL PROMOTE AND IMPLEMENT THE TRANSPORTATION DEMAND MANAGEMENT  
21 PLAN CALLED FOR IN THE DOWNTOWN COLUMBIA PLAN.
- 22 (3) MAY CONTRACT WITH THE COUNTY OR OTHER TRANSIT PROVIDER TO CARRY OUT  
23 THIS SECTION.

24 (B) *USE OF FUNDS.* THE DOWNTOWN COLUMBIA PARTNERSHIP SHALL USE AT LEAST 50% OF THE  
25 REVENUE COLLECTED PURSUANT TO SECTION 28.115(E) OF THIS TITLE TO IMPLEMENT:

- 26 (1) TRANSPORTATION INITIATIVES IN THE SHUTTLE FEASIBILITY STUDY; OR
- 27 (2) OTHER DIRECT TRANSIT SERVICES IN DOWNTOWN COLUMBIA.

28  
29 **SECTION 28.118. REPORTS AND RECORDS.**

30 (A) *REPORTS.* BY APRIL 1 OF EACH YEAR, THE DOWNTOWN COLUMBIA PARTNERSHIP SHALL SEND  
31 THE COUNTY EXECUTIVE AND THE COUNTY COUNCIL AN ANNUAL REPORT INCLUDING:

- 1 (1) THE ACTIVITIES OF THE DOWNTOWN COLUMBIA PARTNERSHIP FOR THE PREVIOUS  
2 CALENDAR YEAR;
- 3 (2) THE DOWNTOWN COLUMBIA PARTNERSHIP'S FINANCIAL STANDING FOR THE  
4 PREVIOUS CALENDAR YEAR;
- 5 (3) THE EFFORTS OF THE DOWNTOWN COLUMBIA PARTNERSHIP TO INCLUDE  
6 MINORITIES AND LOCAL BUSINESSES WHEN PROCURING GOODS AND SERVICES;
- 7 (4) RECOMMENDATIONS FOR THE IMPROVEMENT AND ADVANCEMENT OF THE  
8 DISTRICT; AND
- 9 (5) THE AUDIT REPORT REQUIRED UNDER SUBSECTION (B) OF THIS SECTION.

10 (B) *RECORDS; AUDIT:*

- 11 (1) THE DOWNTOWN COLUMBIA PARTNERSHIP SHALL KEEP RECORDS CONSISTENT  
12 WITH SOUND BUSINESS PRACTICES AND KEEP ACCOUNTING RECORDS USING  
13 GENERALLY ACCEPTED ACCOUNTING PRINCIPLES.
- 14 (2) THE DOWNTOWN COLUMBIA PARTNERSHIP SHALL HAVE ITS BOOKS AND RECORDS  
15 AUDITED BY THE COUNTY AUDITOR AT THE END OF EACH CALENDAR YEAR.

16 (C) *COUNTY AUDIT.*

- 17 (1) THE BOOKS AND RECORDS OF THE DOWNTOWN COLUMBIA PARTNERSHIP ARE  
18 SUBJECT TO AUDIT, EXAMINATION, AND INSPECTION AT ANY REASONABLE TIME BY  
19 THE COUNTY EXECUTIVE OR COUNTY COUNCIL OR THEIR DESIGNEES.
- 20 (2) IN ADDITION TO ANY FINANCIAL AUDIT REQUIRED BY THIS SECTION, THE COUNTY  
21 MAY CONDUCT PERFORMANCE OR MANAGEMENT AUDITS.

22  
23 **SECTION 28.119. PROCUREMENT.**

24 (A) *IN GENERAL.* EXCEPT AS OTHERWISE PROVIDED IN ARTICLE 25A, SECTION 5(F) OF THE  
25 MARYLAND CODE, THE DOWNTOWN COLUMBIA PARTNERSHIP IS NOT SUBJECT TO THE COUNTY  
26 PURCHASING CODE.

27 (B) *COOPERATION WITH COUNTY.* TO THE EXTENT PRACTICAL, THE DOWNTOWN COLUMBIA  
28 PARTNERSHIP SHALL PURCHASE GOODS AND SERVICES COOPERATIVELY WITH THE COUNTY UNDER  
29 TITLE 4 OF THE HOWARD COUNTY CODE.

30 (C) *COOPERATION WITH COMMUNITY DEVELOPER.* TO THE EXTENT PRACTICAL, THE DOWNTOWN  
31 COLUMBIA PARTNERSHIP SHALL COOPERATE WITH THE COMMUNITY DEVELOPER TO ACHIEVE

1 BUDGET EFFICIENCIES INCLUDING STAFFING, OFFICE SPACE, AND OTHER RESOURCES. THE  
2 DOWNTOWN COLUMBIA PARTNERSHIP SHALL NOT COMPENSATE THE COMMUNITY DEVELOPER OR  
3 ANY OF ITS EMPLOYEES UNTIL THE COMMUNITY DEVELOPER'S OBLIGATION TO FUND THE INITIAL  
4 OPERATING EXPENSES OF THE DOWNTOWN COLUMBIA PARTNERSHIP IN ACCORDANCE WITH  
5 CEPPA 6 AND SECTION 28.114(C)(3)(II) OF THIS TITLE TERMINATES.

6

7 **SECTION 28.120. MARYLAND OPEN MEETINGS AND PUBLIC INFORMATION ACTS.**

8 (A) *OPEN MEETINGS ACT.* THE DOWNTOWN PARTNERSHIP SHALL COMPLY WITH THE MARYLAND  
9 OPEN MEETINGS ACT IN THE SAME MANNER THAT A POLITICAL SUBDIVISION IS REQUIRED TO  
10 COMPLY.

11 (B) *PUBLIC INFORMATION ACT.* THE DOWNTOWN PARTNERSHIP SHALL PROVIDE ACCESS TO ITS  
12 RECORDS AND DOCUMENTS IN THE SAME MANNER THAT A POLITICAL SUBDIVISION IS REQUIRED TO  
13 PROVIDE ACCESS UNDER THE MARYLAND PUBLIC INFORMATION ACT.

14 **SECTION 28.121. LEGAL ADVISOR.**

15 (A) *IN GENERAL.* THE COUNTY SOLICITOR IS THE LEGAL ADVISOR TO THE DOWNTOWN COLUMBIA  
16 PARTNERSHIP AND SHALL BE NOTIFIED OF ANY LEGAL ACTION BROUGHT BY OR AGAINST IT.

17 (B) *OUTSIDE COUNSEL.* THIS SECTION DOES NOT PROHIBIT THE DOWNTOWN COLUMBIA  
18 PARTNERSHIP FROM HIRING ADDITIONAL LEGAL COUNSEL APPROVED BY THE COUNTY SOLICITOR.

19

20 **SECTION 28.122. LIABILITY.**

21 THE COUNTY IS NOT LIABLE IN CONTRACT OR TORT FOR ACTS OR OMISSIONS OF THE DOWNTOWN  
22 COLUMBIA PARTNERSHIP OR ITS AGENTS AND EMPLOYEES. EACH CONTRACT EXECUTED BY THE  
23 DOWNTOWN COLUMBIA PARTNERSHIP SHALL SO PROVIDE THAT THE COUNTY IS NOT LIABLE.

24

25 **SECTION 28.123. LOCAL GOVERNMENT TORT CLAIMS ACT.**

26 AS A COMMERCIAL DISTRICT MANAGEMENT AUTHORITY, THE DOWNTOWN COLUMBIA  
27 PARTNERSHIP IS A "LOCAL GOVERNMENT" AS THAT PHRASE IS USED IN THE LOCAL GOVERNMENT  
28 TORT CLAIMS ACT. THE DOWNTOWN COLUMBIA PARTNERSHIP IS THE REAL PARTY IN INTEREST  
29 UNDER THE MARYLAND RULES OF PROCEDURE AND FOR PURPOSES OF THE LOCAL GOVERNMENT  
30 TORT CLAIMS ACT.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29

**SECTION 28.124. TERMINATION OF DOWNTOWN COLUMBIA PARTNERSHIP.**

(A) *PERPETUAL EXISTENCE.* EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION, THE DOWNTOWN COLUMBIA PARTNERSHIP HAS PERPETUAL EXISTENCE.

(B) *TERMINATION.* BY ORDINANCE ADOPTED BY THE COUNTY COUNCIL AND APPROVED BY THE COUNTY EXECUTIVE, THE DOWNTOWN COLUMBIA PARTNERSHIP MAY BE TERMINATED.

(C) *CONTRACTS; SERVICES.* IF THE DOWNTOWN COLUMBIA PARTNERSHIP TERMINATES, ALL OF ITS CONTRACTS AND SERVICES TERMINATE UNLESS EXPRESSLY ASSUMED AND MAINTAINED BY THE COUNTY.

(D) *ASSETS.* IF THE PARTNERSHIP IS TERMINATED AS PROVIDED IN THIS SECTION, ANY ASSETS REMAINING AFTER ALL LIABILITIES AND OBLIGATIONS OF THE CORPORATION ARE SATISFIED SHALL BE DISTRIBUTED TO THE COUNTY.

**SECTION 28.125. SEVERABILITY.**

IF ANY PROVISION OF THIS TITLE OR THE APPLICATION THEREOF TO ANY PERSON OR CIRCUMSTANCE IS HELD INVALID FOR ANY REASON IN A COURT OF COMPETENT JURISDICTION, THE INVALIDITY SHALL NOT AFFECT OTHER PROVISIONS OR ANY OTHER APPLICATION OF THIS TITLE THAT CAN BE GIVEN EFFECT WITHOUT THE INVALID PROVISION OR APPLICATION, AND FOR THIS PURPOSE THE PROVISIONS OF THIS TITLE ARE SEVERABLE.

*Section 2. And be it further enacted by the County Council of Howard County Maryland, that, in order to create staggered terms for the Board of Directors, upon the development of 500,001 square feet gross leasable area of new commercial uses the County Executive shall appoint one member for a term of 1 year and one member for a term of 2 years.*

*Section 3. And be it further enacted by the County Council of Howard County Maryland, that, as it considers appropriate and with consent of the community developer, the Board of Directors may designate a qualified employee of the community developer as the executive director of the Downtown Columbia Partnership until the issuance of a building permit for the 500,000<sup>th</sup> square foot gross leasable area of new commercial uses.*

- 1 ***Section 4. And Be It Further Enacted*** by the County Council of Howard County, Maryland,
- 2 *that this Act shall become effective 61 days after its enactment.*