

Introduced 9/5/17
Public Hearing 9/18/17
Council Action 10/2/17
Executive Action _____
Effective Date _____

County Council of Howard County, Maryland

2017 Legislative Session

Legislative Day No. 12

Bill No. 74-2017

Introduced by: Calvin Ball and Jennifer Terrasa

AN ACT to repeal Council Bill 56-2016, which authorized and empowered the County to issue up to \$90,000,000 of special obligation bonds and levied and provided for the collection of a special tax on property known as the "Crescent Special Taxing District".

Introduced and read first time September 5, 2017. Ordered posted and hearing scheduled.
By order Jessica Feldmark
Jessica Feldmark, 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 September 18, 2017.
By order Jessica Feldmark
Jessica Feldmark, Administrator

This Bill was read the third time on October 2, 2017 and Passed , Passed with amendments , Failed .
By order Jessica Feldmark
Jessica Feldmark, Administrator

Sealed with the County Seal and presented to the County Executive for approval this _____ day of _____, 2017 at _____ a.m./p.m.
By order _____
Jessica Feldmark, Administrator

Approved by the County Executive _____, 2017

Allan H. Kittleman, 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**, during the Council’s consideration of Council Bill 56-2016, the County
2 Administration provided testimony that public parking facilities would play a key role in
3 facilitating the “park once” environment envisioned for Downtown Columbia; and

4 **WHEREAS**, the public parking garage proposed as part of Council Bill 56-2016 represented the
5 majority of the cost of public improvements to be financed with the bonds authorized by
6 that legislation; and

7 **WHEREAS**, the Council has learned that, as a result of unresolved issues between the County
8 and the Developer regarding the ultimate operation and maintenance of the proposed TIF
9 garage, the County Executive has made the final determination that TIF financing will
10 not be used for the construction of a public parking garage as proposed in Council Bill
11 56-2016; and

12 **WHEREAS**, this decision raises numerous questions about the financial data presented to the
13 Council during its consideration of Council Bill 56-2016 and significantly alters the
14 potential public benefit to be realized through the proposed investment of public funds;

15 **NOW, THEREFORE,**

16 *Section 1. Be It Enacted by the County Council of Howard County, Maryland, that Council Bill*
17 *56-2016 is repealed.*

18
19 *Section 2. And Be It Further Enacted by the County Council of Howard County, Maryland, that*
20 *this Act shall become effective on the date of its enactment.*

Amendment 1 to Council Bill No. 74-2017

BY: Jennifer Terrasa

Legislative Day No. 13

Date: October 2, 2017

Amendment No. 1

(This amendment restricts and clarifies the kinds of improvements that may be financed by bonds authorized under Council Bill 56-2016.)

1 On the title page, strike the purpose paragraph and substitute:

2 “AN ACT amending Council Bill 56-2016 to restrict and clarify the kinds of
3 improvements that may be financed by bonds authorized under that Bill”.

4
5 On page 1, strike lines 16 and 17 in their entirety and substitute:

6 “Section 1. Be It enacted by the County Council of Howard County, Maryland,
7 that Exhibit A attached to Council Bill 56-2016 is amended as follows:

8 (A) In the introductory language, delete “include but are not limited to” and after
9 “improvements” insert “do not include developer fees; improvements required by the
10 Downtown Columbia Plan; the roads inside the perimeter formed by Broken Land
11 Parkway, Little Patuxent Parkway, Merriweather Drive, and Hickory Ridge Road
12 Extended; the roads inside the perimeter formed by Broken Land Parkway, Hickory
13 Ridge Road Extended, Merriweather Drive, Symphony Drive/ North-South
14 Connector, and ramps for U. S. Route 29; and any improvements built before
15 November 14, 2016, and only include the following public improvements”;

16 (B) In item 1 after “garage” insert “in which all parking spaces are available to the
17 public without charge at all times and that is situated to be convenient for use by
18 patrons of any nearby performance or cultural arts center; and

19 (C) In item 3, delete beginning with “including” down through “Ridge”
20

ADOPTED _____
FAILED not introduced
SIGNATURE Jessica Feldman

1 Section 2. Be It Further enacted by the County Council of Howard County, Maryland, that any
2 changes to the kinds of public improvements listed in Exhibit A shall require approval by the
3 County Council."

4
5 Also on page 1, in line 19, strike "Section 2" and substitute "Section 3".

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Sayers, Margery

From: MAKBLK <circle5064@verizon.net>
Sent: Sunday, October 01, 2017 5:05 PM
To: HOWARD-CITIZEN@yahoogroups.com
Cc: CouncilMail; CA Board; Columbia Flier
Subject: Re: [HOWARD-CITIZEN] Parking for Downtown Columbia Non-Profit Owned Amenities

Russ, if you listen to those who believe self driving cars are the future (we're getting really lazy, aren't we?) it's all about Lyft and Uber.
Nobody will drive anymore because of these two entities so parking will never be a problem in crowded Utopia, I mean, Columbia.
La, la land anyone?
Maria

On Oct 1, 2017, at 2:44 PM, Russ Swatek swatek1@yahoo.com [HOWARD-CITIZEN] <HOWARD-CITIZEN@yahoogroups.com> wrote:

James,

I never said change the TIF district. The incremental revenue stream comes from developing those parking lots used for decades by users of the now non-profit owned amenities. (Surprised there is not a squatter's rights provision that could come into play.)

But the bottom line is that whether via TIF or not, the County should see that parking is provided for these amenities. Particularly in the Lake Kittamaqundi and Amphitheatre case the amenities are provided and maintained by CA and have and do benefit the County enormously. The County could at least step up and insure parking is available.

Russ Swatek

On Sunday, October 1, 2017, 1:01:45 PM EDT, James Howard howardjp@gmail.com [HOWARD-CITIZEN] <HOWARD-CITIZEN@yahoogroups.com> wrote:

Russ,

This is an awful idea. No iBank would underwrite this issue because you cannot tie the capital expenditure to any associated incremental revenue stream. Since the TIF would obviously fail, nobody would buy the bonds.

If the TIF cannot be used as intended, and I still support paying for a parking garage in the business district, it is best to repeal the legislation.

James P. Howard, II, PhD

On Sun, Oct 1, 2017, 10:22 Russ Swatek swatek1@yahoo.com [HOWARD-CITIZEN] <HOWARD-CITIZEN@yahoogroups.com> wrote:

Dear Council Members,

Please repeal/redo or amend the current Downtown Columbia Tax Increment Financing (TIF) package to focus it on providing the necessary parking for the several Downtown non-profit owned/operated amenities. I do not support TIF financing to provide the infrastructure needed by for-profit development in prosperous areas that would be developed anyway. But Downtown has several non-profit owned facilities loved by the community that do or will need parking facilities as the land long used to provide their parking is developed.

Two of these facilities are the Columbia Association (CA) owned and operated Lake Kittamaqundi and the Lakefront Amphitheatre. A third facility is Merriweather Post Pavilion now owned by the Downtown Columbia Arts and Cultural Commission. Another is Merriweather Park on land owned by CA but now controlled by Inner Arbor.

Users of Lake Kittamaqundi or its Amphitheatre have long used the American City parking lot (170 spaces) and the old Copeland's restaurant parking garage (284 spaces). Now the Howard Hughes Corporation (HHC) is proposing to build 15-story primarily residential buildings on both of those parking sites. Currently HHC has only committed to provide parking for their buildings' current and future users. There has been no commitment to provide public parking for the Lake or Amphitheater users.

Please direct the County to acquire the American City parking lot, and eventually

construct a two or three level public parking garage there as part of any TIF package. This would provide the parking necessary for the Lake and Amphitheatre users, and prevent the construction of a 15-story building that would close in the Amphitheatre, blocking its afternoon sunlight and impeding airflow through the area.

Unfortunately as Downtown Columbia becomes more urban we need to adopt one of the other urban trappings, paid parking. Some communities already forbid construction of free parking lots to discourage private vehicle use. In this case paid parking would serve to:

1. Prevent this parking from being taken over by the residents of HHC's nearby buildings, and
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Thank you for your consideration of this matter,
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Long Reach

Posted by: Russ Swatek <swatek1@yahoo.com>

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From: Russ Swatek <swatek1@yahoo.com>
Sent: Sunday, October 01, 2017 2:44 PM
To: HOWARD-CITIZEN@yahoogroups.com; CouncilMail
Cc: CA Board; Columbia Flier
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Posted by: James Howard <jh@jameshoward.us>

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Sayers, Margery

From: James Howard <jh@jameshoward.us>
Sent: Sunday, October 01, 2017 1:01 PM
To: HOWARD-CITIZEN@yahoogroups.com; CouncilMail
Cc: CA Board; Columbia Flier
Subject: Re: [HOWARD-CITIZEN] Parking for Downtown Columbia Non-Profit Owned Amenities

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Sayers, Margery

From: Russ Swatek <swatek1@yahoo.com>
Sent: Sunday, October 01, 2017 10:21 AM
To: CouncilMail
Cc: CA Board; HCCA Howard County Citizens Association; Columbia Flier
Subject: Parking for Downtown Columbia Non-Profit Owned Amenities

Dear Council Members,

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Downtown Columbia TIF Legislation – CB74-2017
County Council Work Session Follow-up Questions
September 29, 2017

1. Was a revised but-for analysis performed for the revised Phase 1? If not, will it?

A revised but-for analysis only for Series A of the Phase I authorization was included in the materials sent to the County Council. A revised but-for analysis for all of the Phase I authorization is included as an attachment (ATTACHMENT 1).

MuniCap updates the but-for analysis with each issuance of bonds for the development supporting that issue and will be updated based on actual numbers. This is done for two reasons. One, bonds are issued only when there is development in place or ready to proceed that will produce tax increment revenues to substantially pay the debt service on the bonds. As a result, MuniCap has information on the actual costs, rents, and other factors that are used in the but-for analysis. Information on future development is still estimated and may not even be updated. Two, MuniCap wants to make sure before the bonds are issued that the bonds are needed for the project, in the amount being issued, and incentives are not getting ahead of development. This is true not only for the bonds being issued at this time, but for any bonds to be issued in the future.

2. Was a No-TIF but-for analysis performed?

This information is included in ATTACHMENT 1.

3. Was the amount of the first tranche reduced after a revised but-for test was performed once Keenan was informed that the garage was being built in two phases?

Yes, the first tranche (Series A) was reduced to account for the garage being built in phases.

4. According to the but-for analysis for the first \$38.5 million tranche the ERR is 6.3%. If 5.94% passed the test last year, why are we providing the developer with more than needed.

The Phase I-A but-for analysis has been revised. The previous analysis included only a portion of the costs for the first phase of the parking garage and the infrastructure. In the updated but-for analysis, the relative change in costs is higher than the relative change in income, resulting in a lower return on investment. See ATTACHMENT 1.

5. Why is the County paying HH a developer fee?

The County's Department of Public Works, Department of Finance, financial advisor, and bond counsel all advised that developer fees are routinely financed with TIF bonds. A developer fee was built into Howard Hughes' budget request presented to the Council during discussions on CB56-2016. The County is now showing it as a separate line item in the revised program, but the percentage remains the same. Developer fees cover work overseeing the construction of the public improvements. This would include overseeing design, permitting, bidding, construction oversight, and accounting. Developer fees are industry standard to cover project management costs of the public improvements. A table is included below showing the developer fees paid in other TIFs.

Project	Jurisdiction	Project Name	Fee Percentage
Sample Project #1	Baltimore City	Poppleton	6%
Sample Project #2	Fairfax County, VA	Mosaic	4%
Sample Project #3	Arlington County, VA	Ballston	4%
Sample Project #4	Prince George's County	Calvert Tract	5%
Sample Project #5	Henrico County, VA	White Oak Village	3%
Sample Project #6	Chesterfield County, VA	Watkin Center	5%
Sample Project #7	Overland Park, KS	Tall Grass	5%
Sample Project #8	Hanover County, VA	Lewistown Commerce Center	5%
Sample Project #9	Atlanta Eastside, GA	Atlanta Princeton Lakes	3%

6. Are Area 2 & 4 roads public or private?

These roads are planned to be public.

7. Area 3 Park was estimated at \$2.7M in the green binder. What is the reason for the increase to \$4.1M?

The cost difference relates to additional amenities being incorporated into the park, including: a pop-up fountain; special paving areas; performance space; infrastructure for a winter ice rink.

8. Does the Admin intend to stop moving forward with the Area 3 Park after it was pointed out that it is part of the CEEPA?

The Administration will not move forward with the Park; however, it is not part of a CEPPA, it is only a component of the Downtown Columbia Plan (Exhibit G).

9. Does the Admin intend to back out the funding for Rd segment 1 wetland mitigation and restoration?

Yes. Upon further examination, it is deemed that this improvement is required under CEPPA #15.

10. I think Calvin was referring to this comment from an article in the Baltimore Sun. Can you please confirm if this statement is accurate?

*“TIF negotiations — which were based on a development plan for the Crescent that was not fully defined fell apart under former County Executive Ken Ulman's administration because it was unclear who would own the garage, **said Milesky**. The developer and the Ulman administration settled out of court after the county sued the company for \$106,000, citing allegations that Howard Hughes did not pay fees to establish a TIF district, according to court records.”*

Under the prior TIF negotiations, the Developer applied for the creation of a TIF District and initially sought TIF funds to assist with the construction of a garage within the Crescent (currently known as the MedStar Garage). The County and its professionals worked with the Developer to run all necessary analyses to assist the Developer in finalizing a TIF Application and prepared legislation seeking approval of same. However, the Developer changed its mind about the ownership and administration of such garage and withdrew their request. Howard County filed suit against the Developer after the Developer did not pay the application fee and administrative costs associated with the County's review process. The County requires those who seek to benefit from TIF to agree to pay all costs incurred by the County associated with processing the TIF application including, without limitation, costs of consultants' review of financial data, outside legal counsel and administrative expenses in reviewing the TIF application. The County and the Developer resolved the matter out of court.

11. Will the Admin be performing a but-for of the TIF with the increased TIF district resulting from CR124-2017?

If CR124-2017 passes, a revised but-for test would be performed with the Series B issuance.

12. Breakdown of budget changes by improved estimates, changes in the planned improvements, and/or addition of developer fee

The County Council asked questions about budget changes from the original program to the revised program for Roads Segment 1, Roads Segment 2, and the intersection improvements. Explanation on these changes are provided in ATTACHMENT 2.

13. Clarification on timing of construction of the improvements that are already built

See ATTACHMENT 3.

14. Update tab 4 chart w/ addition of new columns to reflect current plan & explanation of basis for not qualifying in original program (and rationale for qualifying now, if applicable)

See ATTACHMENT 4.

15. Map depicting details of all improvements included in current plans

See ATTACHMENT 5.

16. Direct comparison of original parking agreement to current little garage agreement

See ATTACHMENT 6.

17. Impact of changes on future phases of TIF and MOU obligations associated with them

Advancing public improvements from future phases into the current phases benefits the public by providing the public improvements, such as new transportation connections, earlier in the development process. There is no negative impact. The MOU obligations remain the same. To the extent that the future TIF authorizations are not needed in order to deliver the same quality and form of development called for by the Downtown Columbia Plan, then 100 percent of the incremental tax revenues will go to the County and be available for capital projects, public facilities, schools, public safety and other County needs.

18. Implications for public parking garages in future phases

The County has clarified its position with respect to parameters it will operate under regarding any garage requested under a TIF. Specifically, the County's obligations with respect to the ownership, operation and management of any TIF garage are directed by the IRS rules and regulations. The Developer may request other garages going forward within the TIF District. Any such request will be reviewed by the County and its professionals and the required analyses will be conducted.

***Downtown Columbia Development District Phase I-A
Howard County, Maryland***

But For Analysis: Comparison of NOI, Costs and Return (Phase IA vs. Total Phase I)

<i>Development Program</i>	Phase IA Development Complete/Underway	Prior Pro Forma (1/21/2016) Total Phase I	Phase IA % of Total
<i>NOI Assumptions:</i>			
Total NOI	\$14,679,218	\$33,054,376	44%
<i>Vertical Development Hard & Soft Cost:</i>			
Total hard and soft costs	<u>Pro Forma</u> \$211,675,955	<u>Pro Forma</u> \$477,327,084	<u>Pro Forma</u> 44%
<i>Publicly accessible parking:</i>			
Publicly financed	\$0	\$59,573,078	0%
Privately financed	\$46,096,113	\$45,386,605	102%
Sub-total parking	\$46,096,113	\$104,959,683	44%
<i>Infrastructure:</i>			
Publicly financed infrastructure	\$33,992,986	\$32,018,025	106%
Privately financed infrastructure	\$4,750,000	\$3,246,067	146%
Sub-total infrastructure	\$38,742,986	\$35,264,092	110%
Total development costs	\$296,515,054	\$617,550,859	48%
Yield on cost (no TIF)	4.95%	5.35%	
Net proceeds (Series 2017 A)	\$38,500,000	\$61,031,118	63%
Reduced costs	\$258,015,054	\$556,519,741	46%
Yield on cost (w/TIF)	5.69%	5.94%	

TIF Cost Estimate Variance Discussion

Roads Segment One:

Variance Analysis:

- 2015 preliminary conceptual estimate vs. 2016/2017 actual contracted costs
- Construction contracts included some costs previously allocated to intersection improvement estimates
- \$3MM bridge not included in preliminary conceptual estimate
- Additional scope included larger micro bio retention areas, storm drain changes, temporary storm drains, added Filtertrass, and an added Culvert
- Significant increase in soft costs due to county filing requirements including an original F-plan submission, split into two submissions for Segment 1A & 1B to maintain anchor tenant timing requirements.
- Developer fee was incorporated into the budget request originally at 5 percent; it is now shown as a separate line item but the percentage remains the same

Roads Segment Two:

Variance Analysis:

- 2015 preliminary conceptual estimate vs. 2016/2017 actual contracted costs (Segment 2A) and detailed estimate based on completed construction documentation and contractor feedback (Segment 2B)
- Approximately \$5.2 MM in additional scope
 - \$2.3MM bridge not included in preliminary estimate
 - Additional Road Segment Included (Southern section of N-S Connector)
 - Complex construction phasing required for coordination with New Cultural Arts Center (i.e. Toby's site redevelopment) and other adjacent property owners
- Additional Traffic Signals required per county review
- Substantial Increase in Engineering and Design Costs
- Developer fee was incorporated into the budget request originally at 5 percent; it is now shown as a separate line item but the percentage remains the same

At Grade Intersection Improvements:

Variance Analysis:

- 2015 construction allowances vs. 2016/2017 actual contracted costs
- Some overlap in costs between road work and intersection work resulted in lower costs to intersections (See Road Segment 1 notes above)
- Maintenance of Traffic / Night work Premium identified as largely not necessary
- Physical Improvement allowance was associated with traffic signals which have not yet met signal thresholds so costs have not yet been incurred
- Developer fee was incorporated into the budget request originally at 5 percent; it is now shown as a separate line item but the percentage remains the same

Downtown Columbia - Howard County, Maryland
 Public Improvement Budget
INITIAL BOND ISSUANCE

Item	Reason if not Qualified	Design Status ¹	Construction Completion Status ¹	Status Notes	CEPPA Status
Roads Segment 1A:					
Merrivether Drive, Divided Sky Lane	Qualified	Complete	Complete	Construction Started Jan-2016, Substantially Complete Jan-2017; Base Paved and Open to Traffic	Part of Downtown Columbia Plan; Not a CEPPA Requirement
Road segment 1A SW piping, treatment & storage	Qualified	Complete	Complete		
Road segment 1A water & sewer	Qualified	Complete	Complete		
Dry utilities	Legal	Complete	Complete		
Roads Segment 1B:					
Merrivether Drive, Hickory Ridge Road	Qualified	Complete	Nov-17	Construction Started Jul-2016; Completion Nov-2017	Part of Downtown Columbia Plan; Not a CEPPA Requirement
Road segment 1B SW piping, treatment & storage	Qualified	Complete	Nov-17		
Road segment 1B water & sewer	Qualified	Complete	Nov-17		
Dry utilities	Legal	Complete	Nov-17		
At-grade intersection improvements (multiple intersections):					
<i>Little Patuxent Parkway/Merrivether Drive</i>	Qualified	Complete	Complete	Construction Started Nov-2016; Completion Nov-2016	Part of Downtown Columbia Plan; Not a CEPPA Requirement
<i>Governor Wasfield Parkway/Twin Rivers Road</i>	Qualified	Complete	Complete	Construction Started Jun-2017; Completion Jul-2017	Part of Downtown Columbia Plan; Not a CEPPA Requirement
<i>Little Patuxent Parkway/Swift Stream</i>	Qualified	Complete	Complete	Construction Started Jun-2017; Completion Jun-2017	Part of Downtown Columbia Plan; Not a CEPPA Requirement
<i>Broken Land Parkway/Twin Rivers Road</i>	Qualified	Complete	Complete	Construction Started Jun-2017; Completion Jun-2017	Part of Downtown Columbia Plan; Not a CEPPA Requirement
<i>Broken Land Parkway/Hickory Ridge</i>	Qualified	Complete	Nov-17	Construction Started Jun-2017	Part of Downtown Columbia Plan; Not a CEPPA Requirement
Roads Segment 2A:					
Completion of Merrivether Drive, South section of North-South Connector	Qualified	Complete	Sep-18	Construction Started Sept-2017	Part of Downtown Columbia Plan; Not a CEPPA Requirement
Road segment 2A SW piping, treatment & storage	Qualified	Complete	Sep-18		
Road segment 2A water & sewer	Qualified	Complete	Sep-18		
Dry utilities	Legal	Complete	Sep-18		
Roads Segment 2B:					
North section of North-South Connector (Symphony Woods Rd.)	Qualified	Construction Documents Complete; In Permitting	Dec-18	Construction Start Anticipated Dec-2017	Part of Downtown Columbia Plan; Not a CEPPA Requirement
Road segment 2B SW piping, treatment & storage	Qualified		Dec-18		
Road segment 2B water & sewer	Qualified		Dec-18		
Dry utilities	Legal		Dec-18		
Roads segment 3 (Area 3 internal roads) - private					
	Legal	Construction Documents Complete; In Permitting	Jun-19	Construction Start Anticipated Feb-2018	Part of Downtown Columbia Plan; Not a CEPPA Requirement
Road segment 3 (Area 3 internal roads) - public roads only - partial					
Road segment 3 road costs	Qualified	Construction Documents Complete; In Permitting	Jun-19	Construction Start Anticipated Feb-2018	Part of Downtown Columbia Plan; Not a CEPPA Requirement
Road segment 3 SW piping, treatment and storage	Qualified		Jun-19		
Road segment 3 water and sewer	Qualified		Jun-19		
Dry utilities	Legal		Jun-19		
Road segment 4 (Jug Handle and remainder of N-S Connector)					
Design	Qualified	In Schematic Design	TBD	Lengthy Design and Permitting Process up to 2-3 years and construction up to additional 3 years	Part of Downtown Columbia Plan; Not a CEPPA Requirement
EMT Rapid Fire Station					
	Qualified	In Schematic Design; Complete Apr-2018	Mar-19	To be built concurrent with Phase I of Area 3 Garage	Not part of Downtown Columbia Plan; Added with TIF Legislation

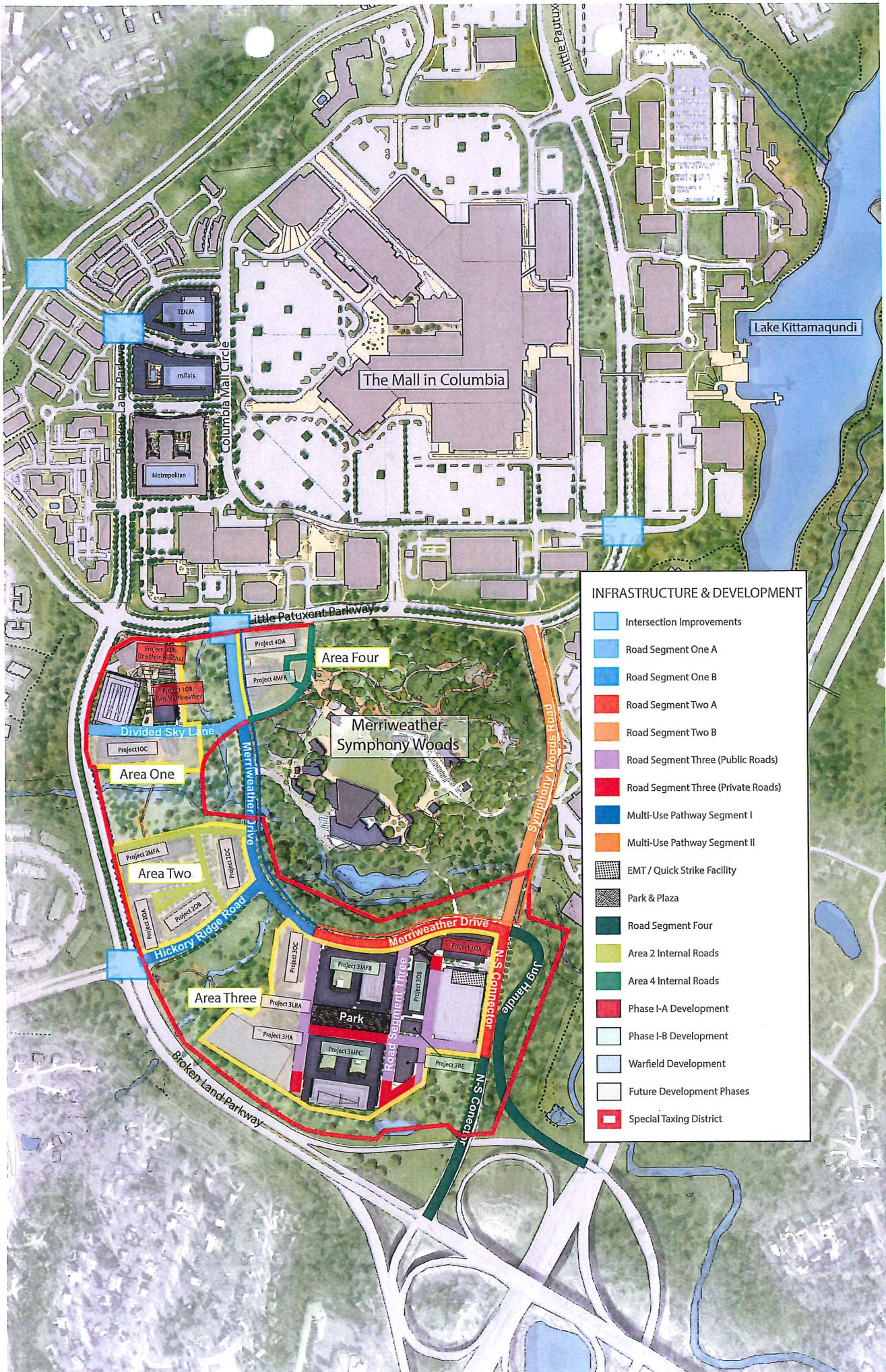
FUTURE BOND ISSUANCES

Item	Reason if not Qualified	Design Status ¹	Construction Completion Status ¹	Status Notes	CEPPA Status
Road segment 3 (Area 3 internal roads) - public roads only - partial					
Road segment 3 road costs	Qualified	Construction Documents Complete;	Jun-19	Construction Start Anticipated Feb-2018	Part of Downtown Columbia Plan; Not a CEPPA Requirement
Road segment 3 SW piping, treatment and storage	Qualified	In Permitting	Jun-19		
Road segment 3 water and sewer	Qualified		Jun-19		
Dry utilities	Legal		Jun-19		
Area 2 roads	Qualified	Future	Future	Future	Part of Downtown Columbia Plan; Not a CEPPA Requirement
Area 4 roads	Qualified	Future	Future	Future	Part of Downtown Columbia Plan; Not a CEPPA Requirement
Multi-use pathway: segment 1	Qualified	Construction Documents Complete; In Permitting	Jun-18	Construction Start Anticipated Oct-2017	Not part of Downtown Columbia Plan; Added by HHC
Multi-use pathway: segment 2	Qualified	Construction Documents Complete; In Permitting	Dec-18	Construction Start Anticipated Mar-2018	Not part of Downtown Columbia Plan; Added by HHC
Library TIF Garage	Qualified	Conceptual Estimate Only; Not Designed	TBD	TBD	Part of Downtown Columbia Plan; Not a CEPPA Requirement
Arts Center TIF Garage	Qualified	Conceptual Estimate Only; Not Designed	TBD	TBD	Added by Howard County
Road segment 1 wetland mitigation and restoration	TBD	Complete	Jun-18	Construction Start Anticipated Dec-2017	CEPPA costs NIC; Road improvements mitigations only ²

¹ Sources: TIF Engineer's Report, p.16, Appraisal dated Sept. 12, 2017 (both in PLOM) and HRD

² See letter from Biohabitats allocating CEPPA and non-CEPPA environmental restoration costs dated June 28, 2017

	Green Binder		Work Session Budget		Revised Budget	
	Requested	Qualified	Requested	Qualified	Requested	Qualified
Phase I - Special Taxing District 1A						
Road Segment 1						
Road Segment 1 - Meniweather Drive	\$4,228,334	\$4,228,334	\$5,724,823	\$5,724,823	\$5,724,823	\$5,724,823
Road Segment 1 - Divided Sky Lane	\$899,599	-	\$2,024,576	\$2,024,576	\$2,024,576	\$2,024,576
Road Segment 1 - Hickory Ridge	\$571,995	\$571,995	\$1,802,366	\$1,802,366	\$1,802,366	\$1,802,366
Road Segment 1 - SW piping, treatment & storage	\$1,647,907	\$1,647,907	\$3,132,183	\$3,132,183	\$3,132,183	\$3,132,183
Road Segment 1 - water & sewer	\$3,669,339	\$3,669,339	\$1,448,536	\$1,448,536	\$1,448,536	\$1,448,536
Road Segment 1 - dry utilities	\$1,181,250	-	\$2,672,912	-	\$2,672,912	-
At-Grade Intersection Improvements						
Governor Warfield/Twin Rivers	\$359,355	\$359,355	\$114,339	\$114,339	\$114,339	\$114,339
Little Patuxent/Swift Stream	\$267,319	\$267,319	\$54,196	\$54,196	\$54,196	\$54,196
Broken Land/Twin Rivers	\$199,256	\$199,256	\$70,520	\$70,520	\$70,520	\$70,520
Little Patuxent/Meniweather Drive	\$499,905	\$499,905	\$356,315	\$356,315	\$356,315	\$356,315
Broken Land/Hickory Ridge Signalization	\$470,925	\$470,925	\$812,388	\$812,388	\$812,388	\$812,388
Maintenance of Traffic/Night work Premium	\$123,165	\$123,165	-	-	-	-
Physical Improvement Allowance	\$978,075	\$978,075	-	-	-	-
Multi-Use Pathway	\$1,426,359	-	\$1,115,500	\$1,115,500	\$1,115,500	\$1,115,500
Area 1 Public Space	\$519,677	-	-	-	-	-
Total Improvements: Phase I - Special Taxing District 1A	\$17,042,460	\$13,015,575	\$19,328,654	\$16,655,743	\$19,328,654	\$16,655,743
(Less) Qualified Amount Exceeding Affordability Threshold		(\$3,153,367)				
Qualified Improvements: Phase I STD 1A to be financed by Bonds		\$9,862,208		\$16,655,743		\$16,655,743
Phase I - Special Taxing District 1B						
Road Segment 2 - Completion of Meniweather Drive; N-S Connector	\$3,937,008	\$3,937,008	\$10,995,143	\$10,995,143	\$10,995,143	\$10,995,143
Road Segment 2 - SW piping, treatment & storage	\$830,277	\$830,277	\$2,394,279	\$2,394,279	\$2,394,279	\$2,394,279
Road Segment 2 - water & sewer	\$1,836,687	\$1,836,687	\$517,866	\$517,866	\$517,866	\$517,866
Road Segment 2 - dry utilities	-	-	\$901,274	-	\$901,274	-
Road Segment 3 - Area 3 (Public Roads) Series A	\$6,479,135	-	\$1,463,493	\$1,463,493	\$1,463,493	\$1,463,493
Road Segment 3 - Area 3 (Public Roads) Series B	-	-	\$2,577,636	\$2,577,636	\$2,577,636	\$2,577,636
Road Segment 3 - Area 3 (Private Roads)	-	-	\$3,898,573	-	\$3,898,573	-
Storm water Roadway (Wetlands Mitigation)	\$2,412,134	\$2,412,134	\$1,463,493	\$1,463,493	\$1,463,493	-
Area Three Park	\$2,726,390	-	\$4,083,990	\$4,083,990	\$4,083,990	-
Public Parking (Area Three) 2,545 total spaces	\$51,168,911	\$51,168,911	-	-	-	-
Public Parking (Area Three) 418 total spaces	\$8,404,167	-	\$8,404,167	-	\$6,270,000	\$6,270,000
Total Improvements: Phase I - Special Taxing District 1B	\$77,794,709	\$60,185,017	\$36,699,916	\$23,495,901	\$34,565,749	\$24,218,419
(Less) Qualified Amount Exceeding Affordability Threshold		(\$4,016,107)				
Qualified Improvements: Phase I STD 1B to be financed by Bonds		\$56,168,910		\$23,495,901		\$24,218,419
Total Improvements: Phase I STDs 1A&1B to be Financed by Bonds	\$94,837,169	\$73,200,592	\$56,028,570	\$40,151,644	\$53,894,403	\$40,874,161
(Less) Qualified Amount Exceeding Affordability Threshold		(\$7,169,474)				
Qualified Improvements: Phase I STD 1A&1B to be Financed by Bonds		\$66,031,118		\$40,151,644		\$40,874,161
Phase II - Special Taxing District 1C						
Crescent Phase II - Public Parking Structure (C-3R1 underground parking 190 spaces)	\$5,787,994	\$5,787,994	\$5,787,994	\$5,787,994	\$5,787,994	\$5,787,994
Crescent Phase II - Public Parking Structure (C-3R4 underground parking 100 spaces)	\$3,046,313	\$3,046,313	\$3,046,313	\$3,046,313	\$3,046,313	\$3,046,313
Road Segment 4 (N/S Connector / Jug Handle) Construction	\$14,619,000	\$14,619,000	\$16,111,517	\$16,111,517	\$16,111,517	-
Road Segment 4 (N/S Connector / Jug Handle) Design	\$1,320,000	\$1,320,000	\$2,070,301	\$2,070,301	\$2,070,301	\$2,070,301
Total Improvements: Phase II - Special Taxing District 1C	\$24,773,307	\$24,773,307	\$27,016,125	\$27,016,125	\$27,016,125	\$10,904,608
(Less) Qualified Amount Exceeding Affordability Threshold		-				-
Qualified Improvements: Phase II STD 1C to be Financed by Bonds		\$24,773,307		\$27,016,125		\$10,904,608
Phase III - Special Taxing District 2						
Lakefront public parking structure (598 spaces)	\$11,780,409	\$11,780,409	\$11,780,409	\$11,780,409	\$11,780,409	\$11,780,409
Total Improvements: Phase III - Special Taxing District 2	\$11,780,409	\$11,780,409	\$11,780,409	\$11,780,409	\$11,780,409	\$11,780,409
(Less) Qualified Amount Exceeding Affordability Threshold		-				-
Qualified Improvements: Phase III STD 2 to be Financed by Bonds		\$11,780,409		\$11,780,409		\$11,780,409
Phase IV - Special Taxing District 3						
Symphony Overlook public parking structure (2,000 spaces)	\$39,399,360	\$39,399,360	\$39,399,360	\$39,399,360	\$39,399,360	\$39,399,360
Total Improvements: Phase IV - Special Taxing District 3	\$39,399,360	\$39,399,360	\$39,399,360	\$39,399,360	\$39,399,360	\$39,399,360
(Less) Qualified Amount Exceeding Affordability Threshold		(\$14,300,000)		(\$14,300,000)		(\$14,300,000)
Qualified Improvements: Phase IV STD 3 to be Financed by Bonds		\$25,099,360		\$25,099,360		\$25,099,360
Additional Improvements to be Financed by Bonds						
EMT Rapid Fire Station	-	-	\$4,545,454	\$4,545,454	\$4,545,454	\$4,545,454
Area 2 Roads	-	-	\$4,545,454	\$4,545,454	\$4,545,454	\$4,545,454
Area 4 Roads	-	-	\$2,272,727	\$2,272,727	\$2,272,727	\$2,272,727
Arts Center Garage	-	-	-	-	\$7,500,000	\$7,500,000
Contingency Series A	-	-	\$2,142,835	\$973,220	\$2,142,835	\$973,220
Contingency Series B	-	-	\$1,531,920	\$1,531,920	\$1,531,920	\$1,531,920
Total Improvements: Additional Identified Improvements to be Financed by Bonds			\$15,038,391	\$13,868,775	\$22,538,391	\$21,368,775
(Less) Qualified Amount Exceeding Affordability Threshold				(\$11,171,237)		(\$3,282,237)
Qualified Improvements: Additional Identified Improvements to be Financed by Bonds				\$2,697,538		\$18,086,538
Total Improvements - All Phases and All Special Taxing Districts	\$170,790,245	\$149,153,668			\$154,628,687	\$124,327,313
(Less) Qualified Amount Exceeding Affordability Threshold		(\$21,469,474)				(\$17,582,237)
QUALIFIED IMPROVEMENTS: ALL PHASES AND ALL STD's TO BE FINANCED BY BONDS		\$127,684,194			\$93,151,118	\$61,031,000
PLOM Public Improvement Budget Reconciliation						
2017 Series A Improvements			\$47,142,373	\$38,500,000	\$47,142,374	\$38,500,000
Future Series B Improvements			\$33,702,238	\$22,531,001	\$46,008,744	\$22,531,000
PLOM TOTAL PUBLIC IMPROVEMENT BUDGET			\$80,844,611	\$61,031,000	\$93,151,118	\$61,031,000



INFRASTRUCTURE & DEVELOPMENT

- Intersection Improvements
- Road Segment One A
- Road Segment One B
- Road Segment Two A
- Road Segment Two B
- Road Segment Three (Public Roads)
- Road Segment Three (Private Roads)
- Multi-Use Pathway Segment I
- Multi-Use Pathway Segment II
- EMT / Quick Strike Facility
- Park & Plaza
- Road Segment Four
- Area 2 Internal Roads
- Area 4 Internal Roads
- Phase I-A Development
- Phase I-B Development
- Warfield Development
- Future Development Phases
- Special Taxing District

ATTACHMENT #6

**Comparison of Term Sheet for Previously-Planned County-Owned Garage
and
EMT Quick Strike Facility Agreement regarding Area 3 Garage**

	Term Sheet for Previously-Planned County-Owned Garage	EMT Quick Strike Facility Agreement regarding Area 3 Garage
Ownership	HRD to ground lease (an initial term of 50 years with an option to extend up to 99 years) parcel to the County and the County would have owned the garage. Upon the County's determination that the garage was not needed for a public person or the 99-year term limit expired, the County would follow all requirements for disposition of the garage and transfer the garage to HRD for \$1.00.	HRD, or a related entity, will own the garage.
Specifications	The planned garage was to have approximately 2,500 spaces. Garage to be built in accordance with all County Code requirements.	The garage will have approximately 2,100 spaces, built in two (2) phases, with approximately 1300 spaces in the first phase. Garage to be built in accordance with all County Code requirements and subject to County approval.
Open to the Public	The garage was open to be available for use by the general public. General public was defined as including, without limitation to visitors and employees of the retail/restaurant businesses and patrons of office tenants in Area 3. Employees of office tenants are considered to be members of the general public under IRS regulations.	The garage shall supply parking for visitors to and employees of the retail/restaurant businesses, employees and patrons of office tenants, patrons of Merriweather Post Pavilion, and other members of the general public, subject to the rules and regulations of Developer as the owner and operator of the Area 3 Garage.
Management	The County would make all decisions with respect to the operation of the garage but would consider the advantages of having the garage managed by the same parking manager and security as the other garages in the area owned by HRD.	HRD will be in charge of the operation and management of the garage.

Parking Charges	The County initially intended that the garage would be open to the public, including the tenants, without charge. However, the County reserved the right to charge for parking, after considering relevant factors and carrying out the process as outlined in the County Code.	HRD will determine the rates for parking in the garage.
Merriweather Parking	Parking would be available for Merriweather events.	The garage shall provide parking for Merriweather Post Pavilion events, beginning at 5:00 p.m. on any weekdays and/or beginning at 8:00 a.m. on Saturdays, Sundays and/or legal holidays, consistent with the Parking Easement Agreement dated May 31, 2016 and recorded in the Land Records of Howard County in Book 17281, Page 131 (the "Parking Easement Agreement").
Operation and Maintenance Costs	To the extent the County's operating expenses for the garage were in excess of operating revenue from the garage, HRD agreed to contribute to the operation expenses. The extent of such contribution was not finalized. (Any operation and maintenance costs for the Crescent Station would have covered by the County).	HRD will be responsible for all operation and maintenance of the garage with the exception of the expenses directly related to the operation and maintenance of the Crescent Station, which shall be paid for by the County.
Quick Strike Facility	The original term sheet did not contemplate a Quick Strike Facility. However, CB56 required a Quick Strike Facility which was with living/working space of at least 800 square foot apartment for 3 firefighters/EMTs and 4 reserved spots for facility vehicles and 4 reserved for those assigned to the facility.	The Developer shall construct the Crescent Station contemporaneously with the construction of the first phase of the Area 3 Garage. The Crescent Station will be a permanent centralized emergency facility located in, or adjacent to, the Area 3 Garage. The Crescent Station will be designed by the Developer, in consultation with the Department of Fire & Rescue Services ("DFRS") and the County, constructed by the Developer pursuant to the terms outlined herein and in the Special Tax Report, attached as Exhibit C to CB-56, and dedicated by the Developer to the County upon

		<p>completion. Specifically, the Crescent Station shall have on-grade access for the emergency vehicles with an apparatus bay of approximately 2700 square feet and consist of a working / living space equivalent of an approximate 3500 square foot apartment with a work area suitable for up to 6 firefighters/EMTs to staff a 24-hour pumper apparatus and an ambulance/EMT vehicle, bathrooms, and a kitchen. The Crescent Station shall be built exterior or interior to the Area 3 Garage, but adjacent to the location of the emergency vehicles. In the Area 3 Garage, the first 4 or 5 parking spots shall be reserved for the EMT vehicle, an all-purpose vehicle or equivalent, and a mini-pumper or equivalent (the "Apparatus") capable of operating within standard parking garages with a capacity of 300 to 500 gallons. At least six (6) additional parking spaces within the Area 3 Garage and near the location of the Crescent Station shall be reserved to allow for personal vehicles of firefighters who are assigned to operate the facility. The staff assigned to the Crescent Station shall have access to the Area 3 Garage to accommodate their schedules, including staff changes from approximately 6:00 a.m. to 8:00 a.m.</p>
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**Downtown Columbia Development Memorandum of Understanding
Checklist**

Agreement		Revised TIF Program's Impact on Agreement
I.	Downtown Columbia Development Diversity and Inclusion Program	No impact as the amount of net bond proceeds going to infrastructure projects and subject to this provision remains unchanged
A.	MWDVOLBE Program	
	As set forth below, the Developer is committed to diversity and inclusion and will make a genuine good faith effort in providing Minority, Women, Disabled, Veteran Owned and Local Business Enterprises (“MWDVOLBEs”) with access to business and contracting opportunities with respect to all TIF-Funded Public Improvements for all development phases in Downtown Columbia for which contracts have not already been entered into by the Developer (the “Public Improvements”). In furtherance of this effort:	
	i. the Developer will make a genuine good faith effort to achieve a MWDVOLBE goal of 30% of the Public Improvements work (the “MWDVOLBE Goal”);	
	ii. Minority, Women, and Disabled Business Enterprises (“MWDBEs”) shall constitute at least two-thirds (2/3) of the MWDLBE Goal;	
	iii. Howard County certified local business enterprises (“LBEs”) and Veteran Owned business enterprises (“VOBEs”) may constitute any amount of the MWDVOLBE Goal, however LBEs and VOBEs which are not also MWDBEs may only constitute up to one-third (1/3) of the MWDVOLBE Goal;	
	iv. LBEs and VOBEs which are also MWDBEs may be counted both as qualifying LBEs, VOBEs and MWDBEs in determining compliance with the MWDVOLBE Goal;	
	v. the Developer and its general contractor shall work with and use the Howard County Equal Business Opportunity Commission (EBOC), as its prime referral source to identify such potential MWDBEs working in or capable of working in Howard County. Howard County MWDBE’s shall be certified by EBOC.	
	vi. the Developer and its general contractor shall work with the Howard County Office of Purchasing as its prime referral source to identify such potential LBEs working in or capable of working in Howard County. Howard County LBE’s shall be certified under the Howard County Local Business Initiative administered by the Howard County Office of Purchasing.	
	vii. the Developer and its general contractor shall work with the United States Department of Veteran Affairs as its prime referral source to identify such potential VOBEs working in or capable of working in Howard County. Howard County VOBEs shall be certified by the Center for Validation and Evaluation of the United States Department of Veterans Affairs. VOBEs shall include both veteran owned small businesses (“VOSBs”) and service-disabled veteran owned small businesses (“SDVOSBs”).	
	viii. the Developer will offer a series of pre-development training sessions for MWDVOLBEs to prepare for possible business opportunities for the Public Improvements work;	
	ix. when evaluating bids or proposals from vendors, contractors or subcontractors, the Developer and its general contractor shall include an evaluation factor for any MWDBE certified by the EBOC, for any LBE certified under Howard County’s Local Business Initiative Program and for any VOBE certified by the Center for Validation and Evaluation of the United States Department of Veterans Affairs; and	

**Downtown Columbia Development Memorandum of Understanding
Checklist**

Agreement		Revised TIF Program's Impact on Agreement
	x. if requested, the Developer and/or its general contractor will provide feedback to MWDVOLBEs that submitted but failed to be awarded a contract on the Public Improvements. The feedback is meant to help MWDVOLBEs understand why their proposal was not selected and help them understand how they may become more competitive in their proposals in order to win future contracts.	
	xi. the Developer will form a diversity and inclusion team made up of representatives or designees from the Developer, the general contractor, the EBOC, the Howard County Office of Purchasing, and the Howard County Economic Development Authority. Members of the diversity and inclusion team will work with the Developer to facilitate the MWDVOLBE program and help the Developer meet its MWDVOLBE Goal.	
	xii. the Developer will submit annual MWDVOLBE contracting, subcontracting, and outreach efforts reports to the County identifying progress toward the MWDVOLBE Goal.	
	B. <u>MWDVOLBE Post-Construction Program</u> . In addition to the above, the Developer wishes to support diverse local businesses and will actively outreach to MWDVOLBE businesses for other post-construction business opportunities, such as, but not limited to, opportunities in property management, property leasing, professional services, maintenance, security, and opportunities to lease space to operate retail establishments and restaurants. Review of these efforts shall be included by the diversity and inclusion team in the annual reports they prepare.	
II.	Downtown Columbia Development Workforce Opportunities and Local Hiring	No impact as the amount of net bond proceeds going to infrastructure projects and subject to this provision remains unchanged
	A. <u>General Statement</u> . As set forth below, the Developer is committed to supporting workforce initiatives and local hiring in Howard County, and will undertake the following good faith efforts	
	i. <u>Local Hire Program</u> . The Developer is committed to hiring individuals who reside in Howard County. The Developer will make a genuine good faith effort that 10% of on-site employees newly hired by contractors and subcontractors performing work on the Public Improvements will reside in Howard County.	
	ii. <u>Apprenticeship and Workforce Development Opportunities</u> . The Developer and the County agree that Howard County's existing workforce may be strengthened through the use of training programs, including apprenticeship programs and other workforce development programs. Contractors and subcontractors performing work on the Public Improvements will identify workforce development opportunities associated with their contracts and may utilize apprenticeship programs or other similar workforce development programs where feasible with the work performed. This shall include workforce development opportunities for disabled individuals in Howard County.	
	iii. <u>Reporting</u> . The Developer will submit an annual report to the County identifying progress toward the workforce opportunities and local hiring initiatives.	
III.	Downtown Columbia Development Environmental Support and Enhancement	No impact. The Developer continues to pursue LEED certification on all buildings, has already committed the Open Space acreage, and is currently implementing a multi-year plan with Howard Community College, Department of Public Works, and Department of
	A. <u>General Statement</u> . In addition to complying with Subtitle 10 of the Title 3 of the County Code, the Developer is committed to supporting an environmentally sustainable community and the value of open space to the community and in the furtherance of these objectives, the Developer intends to implement the following:	
	i. <u>Green Building Initiative</u> . The Developer is committed to the robust environmental initiatives set forth in the Downtown Columbia Plan, and the Developer commits to the following:	

**Downtown Columbia Development Memorandum of Understanding
Checklist**

Agreement			Revised TIF Program's Impact on Agreement
	a.	to achieve LEED Certification status or better on all buildings constructed by the Developer in Downtown Columbia;	Recreation and Parks to plant 10,000 trees
	b.	to target LEED Silver on all buildings constructed by the Developer in Downtown Columbia and achieve LEED Silver or better where economically feasible; and	
	c.	to explore innovative sustainability and resiliency measures in all buildings constructed by the Developer in Downtown Columbia such as, but not limited to, green roofs, rooftop solar, microgrids, geothermal, on-site energy generation, stormwater and greywater recapture and reuse, local building material sourcing, recycled building material content, and to implement such measures where feasible.	
	ii.	<u>Open Space Initiative.</u> The Developer recognizes the value of open space to a community and:	
	a.	Commits to restore and provide significant permanent open space in Downtown Columbia including approximately 19 acres in the Merriweather District as generally shown on the plan attached hereto as <u>Exhibit A ("Permanent Open Space to be Provided")</u> , with final areas to be determined at the time of Site Development Plan approval; and	
	b.	Intends to implement a plan to plant 10,000 trees in Howard County over the next 20 years. This plan is in addition to any tree planting required by County law for the Development. The Developer will submit an annual report to the County outlining the progress made toward fulfilling this plan at a rate of at least 250 trees per year, until all 10,000 trees are planted.	
IV. Downtown Columbia Public Facilities and Infrastructure Support			
	A.	<u>General Statement.</u> The Developer recognizes that increased development in the Downtown Columbia area will require additional public facilities and infrastructure to support such development and intends to make the following contributions in recognition of such need and its role as a leader in the Howard County community:	No impact.
	i.	The Developer intends to provide a new revenue source to the Reserve Fund for Permanent Public Improvements, or if such fund does not exist the County's General Fund, in the form of a contribution of \$1.00 per square foot for each square foot of new building area developed in Downtown Columbia, to be contributed at the time of building permit issuance, estimated to provide a total contribution of	
	ii.	To accelerate the growth of this new revenue source, the Developer intends that the contribution associated with the 12,000,000 square feet of new development will be front-loaded over the first 9,000,000 square feet, so that the effective rate of contribution over the next 9,000,000 square feet of development, starting with the development of Area 3 in the Merriweather District, will be \$1.33 per square foot. After 9,000,000 square feet of development has been achieved and the \$12,000,000 has been contributed, the next 3,000,000 square feet of development would not entail further contributions, since the contributions will have already been made through the accelerated contribution schedule:	

**Downtown Columbia Development Memorandum of Understanding
Checklist**

Agreement		Revised TIF Program's Impact on Agreement
	<p>iii. As part of the issuance of TIF Bonds to finance the cost of the TIF Garage, work with the Howard County Department of Fire & Rescue Services (“DFRS”) to design and build a permanent centralized emergency facility within the TIF Garage (the “Crescent Station”). Further, the Developer intends to provide funding for a special parking garage fire-fighting apparatus, as it is not a TIF qualifying expenditure, but desired by DFRS to better serve Downtown Columbia.</p>	
	<p>B. <u>Developer Intent.</u> The County (a) agrees that the foregoing expressions of intent by the Developer are not conditions to the approval by the County of the Legislation, or the affordable housing legislation, or the issuance of any building permits by the County for the Development, and (b) understands that given the voluntary nature of such contributions, the Developer intends to take a charitable deduction for such contributions from its federal income taxes and will not oppose such deduction.</p>	
V. Columbia Covenant Modernization and Improvement		
	<p>A. <u>General Statement.</u> The Developer is committed to modernizing and improving the real property covenant structure in Columbia and, in the furtherance of this goal, the Developer and the County have set the following</p>	No impact.
	<p>i. <u>Deed Covenant Modernization and Improvement Initiative.</u> The Developer shall make a good faith effort to work over the next 6 to 12-months after the enactment of the Legislation, with the County, the Columbia Association, the Columbia Village Associations and commercial property owners throughout Columbia, to improve and modernize the real property covenant structure throughout Columbia.</p>	
VI. Downtown Columbia Development - Transit-Oriented Development		
	<p>A. <u>General Statement.</u> The Developer agrees that the area around the new Downtown Columbia Transit Center can be an ideal opportunity for transit-oriented development and in the furtherance of this objective, the Developer and the County have set the following goal:</p>	<p>No impact. The County's Office of Transportation continues to pursue TOD designation, and transfer of the Transit Center Site is also memorialized in the</p>

**Downtown Columbia Development Memorandum of Understanding
Checklist**

Agreement	Revised TIF Program's Impact on Agreement
<p>i. Transit-Oriented Development. Should the County accept the proposed location in Symphony Overlook as discussed in the DRRRA, as generally identified on the TIF maps, and with approximately the same footprint area as identified on p.11 of the 2011 Nelson/Nygaard Transit Study prepared for CEPPA No. 5, then the Developer shall provide the site and all air rights above the site to the County by fee simple absolute transfer for no cost to the County. The transfer of the site and air rights shall occur in conjunction with the redevelopment of this area of Symphony Overlook known as 10-30 Columbia Corporate Center and following approval of an SDP for such redevelopment, but the site identification contained herein and commitment to transfer the property in fee simple absolute, including the air rights above and placement of a recorded covenant on the site with these terms, is intended upon Planning Board approval to constitute full satisfaction of CEPPA No. 14. If such transfer of the site has not occurred within ten (10) years, the County may elect to extend this requirement or request an alternate site and immediate turnover under the same terms as described above, specifically transfer by fee simple absolute with air rights above. Any development on the Transit Center site, whether the Symphony Overlook site or another site, shall not count against the density caps established in the Downtown Columbia Plan, except to the extent that Developer or its affiliates are a partner in the project, in which case the amount of development that counts against the density caps shall be proportional to Developer or its affiliates' ownership. In the event that the County elects to, following transfer of the Transit Center site, sell all or a portion of the Transit Center site, Developer shall have, assuming that no related tax-exempt bonds have been issued and remain outstanding which would preclude such a right, a right of first refusal to purchase the Transit Center site or portion thereof to be offered for sale. After the future Downtown Columbia Transit Center location is identified and accepted by the County, the Developer will work with the County to produce a first- class transit-oriented development, which utilizes national best practices for transit-oriented development, maximizing the</p>	<p align="right">DRRA</p>
<p>VII. Use and Operation of the TIF Garage</p>	
<p>A. The Developer and the County agree that the documents to be executed in connection with the issuance of TIF Bonds and the ownership and operation of the TIF Garage shall contain the provisions as outlined in the Ownership and Operation of TIF Garage term sheet dated, June 27, 2016 (the "Parking Term Sheet"), a copy of which is attached hereto as Exhibit B, along with the following clarifications, changes and/or additions:</p>	<p align="center">This provision would be replaced by the Garage Agreement that the County is entering into with HRD ensuring that the parking garage in Area 3 of the Crescent is subject to the Merriweather easement,</p>

**Downtown Columbia Development Memorandum of Understanding
Checklist**

Agreement		Revised TIF Program's Impact on Agreement
	<p>i. The TIF Garage will be a public garage, owned and operated by the County, which will be available for the general public, including without limitation to visitors and employees of the retail/restaurant businesses, employees and patrons of office tenants, and visitors to the new park space commonly referred to as Merriweather District Area 3, along with patrons of Merriweather Post Pavilion for concerts, local high school graduations and other events, and visitors to Symphony Woods, the Chrysalis, Toby's, the proposed arts center planned to be developed at the Toby's site, the planned new central library, and other public or civic uses. The TIF Garage is also expected to serve as a key component in achieving the Permanent Parking Solution for Merriweather Post Pavilion as outlined in the Letter of Agreement dated May 26, 2016 (the "Permanent Parking Solution"), attached hereto as Exhibit C. To serve the aforementioned intended uses for the garage and to maximize its efficient operation, the County will solicit input from the various users of the TIF Garage to implement further procedures for its operation and will update these from time to time.</p>	contains the EMT Quick Strike Facility, and is available to the public
	<p>ii. To address the incorporation of the Crescent Station into the TIF Garage, expenses associated with the Crescent Station will be excluded as it relates to the Parking Term Sheet and the Developers obligations with respect to any operation and maintenance costs.</p>	
	<p>iii. The Parties understand that the Parking Term Sheet initially anticipates a "no parking charge" covenant with the bond holders. Further, they also understand that this covenant can be eliminated by the County based on the provisions outlined in the Parking Term Sheet. In addition to those provisions, the County will consider, among other factors in making a decision to charge for parking, a local market study and an urban market study for parking.</p>	
	<p>iv. The Developer will notify its tenants in The Merriweather District Area 3 of the Permanent Parking Solution and notify the tenants that may be utilizing the TIF Garage of Section VII of this MOU. This notification shall occur within thirty (30) days of execution of the MOU for existing or signed tenants and as part of the lease documents for future tenants.</p>	
VIII. Look-Back Agreement		
	<p>A. The County and the Developer agree that the documents to be executed in connection with the TIF Bonds shall include a "look-back" agreement containing the material provisions which are set forth in the form of Look-Back agreement attached hereto as <u>Exhibit D</u> [form from Annapolis Junction], with the completion of the amounts, percentages and definitions as negotiated by the County's Director Finance, with advice from the County's TIF Financial Advisor, and the Developer.</p>	No impact. A look-back agreement is still required
IX. "Set Aside" For Elementary School		

**Downtown Columbia Development Memorandum of Understanding
Checklist**

Agreement	Revised TIF Program's Impact on Agreement
<p>A. The County and the Developer agree that the bond indenture to be executed in connection with the issuance of the TIF Bonds will contain a provision whereby the First Available to Debt Service shall not, as a result of the levy and collection of special tax, include annual tax increment revenues set aside for the County to support \$15 million of twenty (20) year general obligation bond debt based on applicable industry accepted interest rates at the time of the signing of this MOU as shown in Schedule XVIII, dated November 5, 2016 (attached as Exhibit E), of which debt is intended to fund the planned elementary school. This will apply to the first series of TIF Bonds and shall also apply to the following two series of TIF Bonds, if issued for a total of \$45,000,000 of support.</p>	<p>No impact as the waterfall structure detailing the flow of tax increment remains unchanged</p>
<p>X. Excess TIF Increment for Fire Station, Library, Arts Center, Transit Center, Transportation Improvements and Schools</p>	
<p>A. The County and the Developer agree that the bond indenture to be executed in connection with the issuance of the TIF Bonds will contain a provision whereby the amount of tax increment revenues credited against the Special Tax Requirement (as defined in the RMA) shall be limited to the amounts shown in the "First Available to Debt Service" column shown on Exhibit E, Schedule XVIII of the MuniCap TIF projections dated November 5, 2016 (attached as Exhibit E), and the next tranche of tax increment revenues shown on Schedule XVIII as "Second Available to Howard County" shall go to the County's general fund and may be used for any legal purpose, but are intended to provide a funding source for the capital and operating costs for projects associated with new Downtown development, such as a new fire station, library, arts center, transit center, transportation improvements and schools, and only after the funding for such capital projects, as represented by the tax increment revenues shown on Schedule XVIII as the "Second Available to Howard County" and as described above, has been accounted for shall surplus tax increment revenues be available to be credited against any remaining Special Tax Requirement or debt service on the TIF Bonds.</p>	<p>No impact as the waterfall structure detailing the flow of tax increment remains unchanged</p>
<p>B. Additionally, the Special Tax Requirement (as defined in the RMA) will take into account any tax credits applied for and received by property owners or lessees in the Development District which reduce the availability of tax increment revenues.</p>	
<p>XI. Term</p>	
<p>A. <u>Term of this Memorandum</u>. The term of this Memorandum shall be 30 years from the issuance of the first tranche of the TIF Bonds. Commitments within this Memorandum which specify a longer period than the term of this Memorandum shall survive its expiration.</p>	<p>No impact</p>
<p>XII. Live Where You Work</p>	
<p>A. The Developer shall work with the Columbia Downtown Housing Corporation and Howard County Business Owners participating in Live Where You Work to accept some form of guaranty from the parties listed in this paragraph in place of the security deposit and any other initial leasing costs in excess of first month's rent, whenever the Developer is a fifty-percent (50%) or more owners in a rental building (excluding the Metropolitan</p>	<p>No impact as this program is memorialized in DRR</p>
<p align="center">End of Document</p>	

*Downtown Columbia
Summary of the Updated
“But-For” Analysis*



CB 74-2017

Meaning of the “But For” Test

The idea of the “but for” test is that a TIF should be provided only if, but for the County’s contribution to the costs of public improvements, the project would not be feasible.

There is a corollary to the “but for” test that the County contribution to public improvements should not exceed the amount necessary to make the project feasible.

How is “But For” Test Determined?

There is both a quantitative and qualitative analysis:

- Qualitative analysis evaluates what is different about this project that requires public investment when many other projects do not.
- The quantitative analysis evaluates the developer’s pro forma to determine the rate of return with and without a TIF.
 - Without a market based return, the significant investment required for the development will not likely be made.

Quantitative Analysis

TIF Approval

The below table compares the project returns at the time of approval of the TIF.

Phase I Assumption	Phase I “But For” Analysis	
	No-TIF	With TIF
Estimated Net Operating Income	\$33,054,376	\$33,054,376
Estimated Costs of Development	\$617,550,860	\$556,519,742
Estimated Rate of Return	5.35%	5.94%
Market Return*	6.50%	6.50%

**Represents the estimated rate of return based on a review of market rates of return with the Howard County Office of the Maryland State Department of Assessments and Taxation and the PwC Real Estate Investor Survey for Fourth Quarter, 2015.*

Update of But For Analysis for First Series of Bonds

- But for analysis is updated for first series of bonds
- Based on development that will support the first series of bonds
- Offering statement for bonds includes updated information on development that will support the bonds
- Update ensures amount of bonds being issued is required for the development that is supporting the bonds
- Also ensures incentives are not getting ahead of development

Quantitative Analysis

First Series of Bonds

The below table shows the estimated returns for the development that supports the first issuance of bonds.

Assumption	Current Analysis
Estimated Net Operating Income	\$14,795,755
Estimated Costs of Development*	\$232,905,484
Estimated Rate of Return	6.30%
Market Return**	6.50%

**Represents the development costs for building 10A, 10B, Area One Parking, building 30A and Area Three PI Garage excluding \$38,500,000 associated with the Series 2017 A bonds.*

***Market return represents the estimated rate of return based on a review of market rates of return with the Howard County Office of the Maryland State Department of Assessments and Taxation and the PwC Real Estate Investor Survey for Third Quarter, 2017.*

Appendix M
Downtown Columbia
Howard County, Maryland

Public Improvement Budget

Item	Public Improvement Budget - Crescent Special Taxing District/Phase One Properties					
	Series 2017A		Future Series B Bonds		TOTAL	
	Total ¹	Qualified ²	Total ¹	Qualified ²	Total ¹	Qualified ²
Roads Segment 1A:						
Menweather Drive, Divided Sky Lane	\$2,998,677	\$2,998,677	\$0	\$0	\$2,998,677	\$2,998,677
Road segment 1A SW piping, treatment & storage	\$641,180	\$641,180	\$0	\$0	\$641,180	\$641,180
Road segment 1A water & sewer	\$537,414	\$537,414	\$0	\$0	\$537,414	\$537,414
Dry utilities	\$821,607	\$0	\$0	\$0	\$821,607	\$0
Sub-total segment 1A	\$4,998,878	\$4,177,271	\$0	\$0	\$4,998,878	\$4,177,271
Developer's fee (5%)	\$249,944	\$208,864	\$0	\$0	\$249,944	\$208,864
Total	\$5,248,822	\$4,386,135	\$0	\$0	\$5,248,822	\$4,386,135
Roads Segment 1B:						
Menweather Drive, Hickory Ridge Road	\$6,098,243	\$6,098,243	\$0	\$0	\$6,098,243	\$6,098,243
Road segment 1B SW piping, treatment & storage	\$2,341,851	\$2,341,851	\$0	\$0	\$2,341,851	\$2,341,851
Road segment 1B water & sewer	\$842,144	\$842,144	\$0	\$0	\$842,144	\$842,144
Dry utilities	\$1,724,023	\$0	\$0	\$0	\$1,724,023	\$0
Sub-total segment 1B	\$11,006,261	\$9,282,238	\$0	\$0	\$11,006,261	\$9,282,238
Developer's fee (5%)	\$550,313	\$464,112	\$0	\$0	\$550,313	\$464,112
Total	\$11,556,574	\$9,746,350	\$0	\$0	\$11,556,574	\$9,746,350
At-grade intersection improvements (multiple intersections):						
<i>Littl Patcoast Parkway/Menweather Drive</i>						
	\$339,348	\$339,348	\$0	\$0	\$339,348	\$339,348
Developer's fee (5%)	\$16,967	\$16,967	\$0	\$0	\$16,967	\$16,967
Total	\$356,315	\$356,315	\$0	\$0	\$356,315	\$356,315
<i>Governer Wayfield Parkway/Twin Rivers Road</i>						
	\$108,894	\$108,894	\$0	\$0	\$108,894	\$108,894
Developer's fee (5%)	\$5,445	\$5,445	\$0	\$0	\$5,445	\$5,445
Total	\$114,339	\$114,339	\$0	\$0	\$114,339	\$114,339
<i>Littl Patcoast Parkway/Swift Stream</i>						
	\$51,615	\$51,615	\$0	\$0	\$51,615	\$51,615
Developer's fee (5%)	\$2,581	\$2,581	\$0	\$0	\$2,581	\$2,581
Total	\$54,196	\$54,196	\$0	\$0	\$54,196	\$54,196
<i>Brooks Land Parkway/Twin Rivers Road</i>						
	\$67,162	\$67,162	\$0	\$0	\$67,162	\$67,162
Developer's fee (5%)	\$3,358	\$3,358	\$0	\$0	\$3,358	\$3,358
Total	\$70,520	\$70,520	\$0	\$0	\$70,520	\$70,520
<i>Brooks Land Parkway/Hickory Ridge</i>						
	\$773,703	\$773,703	\$0	\$0	\$773,703	\$773,703
Developer's fee (5%)	\$38,685	\$38,685	\$0	\$0	\$38,685	\$38,685
Total	\$812,388	\$812,388	\$0	\$0	\$812,388	\$812,388
Road segment 1 wetland mitigation and restoration	\$1,393,803	\$1,393,803	\$0	\$0	\$1,393,803	\$1,393,803
Developer's fee (5%)	\$69,690	\$69,690	\$0	\$0	\$69,690	\$69,690
Total	\$1,463,493	\$1,463,493	\$0	\$0	\$1,463,493	\$1,463,493
Roads Segment 2A:						
Completion of Menweather Drive, South section of North-South Connector	\$4,208,440	\$4,208,440	\$0	\$0	\$4,208,440	\$4,208,440
Road segment 2A SW piping, treatment & storage	\$863,285	\$863,285	\$0	\$0	\$863,285	\$863,285
Road segment 2A water & sewer	\$240,631	\$240,631	\$0	\$0	\$240,631	\$240,631
Dry utilities	\$428,073	\$0	\$0	\$0	\$428,073	\$0
Sub-total segment 2A	\$5,740,429	\$5,312,356	\$0	\$0	\$5,740,429	\$5,312,356
Developer's fee (5%)	\$287,021	\$265,618	\$0	\$0	\$287,021	\$265,618
Total	\$6,027,450	\$5,577,974	\$0	\$0	\$6,027,450	\$5,577,974
Roads Segment 2B:						
North section of North-South Connector (Symphony Woods Rd.)	\$6,263,125	\$6,263,125	\$0	\$0	\$6,263,125	\$6,263,125
Road segment 2B SW piping, treatment & storage	\$1,416,981	\$1,416,981	\$0	\$0	\$1,416,981	\$1,416,981
Road segment 2B water & sewer	\$252,575	\$252,575	\$0	\$0	\$252,575	\$252,575
Dry utilities	\$430,283	\$0	\$0	\$0	\$430,283	\$0
Sub-total segment 2B	\$8,362,964	\$7,932,681	\$0	\$0	\$8,362,964	\$7,932,681
Developer's fee (5%)	\$418,148	\$396,634	\$0	\$0	\$418,148	\$396,634
Total	\$8,781,112	\$8,329,315	\$0	\$0	\$8,781,112	\$8,329,315
Road segment 3 (Area 3 internal roads) - public roads only						
Road segment 3 road costs	\$0	\$0	\$2,300,263	\$2,300,263	\$2,300,263	\$2,300,263
Road segment 3 SW piping, treatment and storage	\$0	\$0	\$738,413	\$738,413	\$738,413	\$738,413
Road segment 3 water and sewer	\$0	\$0	\$810,019	\$810,019	\$810,019	\$810,019
Dry utilities	\$0	\$0	\$0	\$0	\$0	\$0
Sub-total road segment 3 - public	\$0	\$0	\$3,848,695	\$3,848,695	\$3,848,695	\$3,848,695
Developer's fee (5%)	\$0	\$0	\$192,435	\$192,435	\$192,435	\$192,435
Total	\$0	\$0	\$4,041,130	\$4,041,130	\$4,041,130	\$4,041,130
Roads segment 3 (Area 3 internal roads) - private						
	\$3,712,927	\$0	\$0	\$0	\$3,712,927	\$0
Developer's fee (5%)	\$185,646	\$0	\$0	\$0	\$185,646	\$0
Total	\$3,898,573	\$0	\$0	\$0	\$3,898,573	\$0
Area 3 park						
	\$0	\$0	\$3,889,514	\$3,889,514	\$3,889,514	\$3,889,514
Developer's fee (5%)	\$0	\$0	\$194,476	\$194,476	\$194,476	\$194,476
Total	\$0	\$0	\$4,083,990	\$4,083,990	\$4,083,990	\$4,083,990
Multi-use pathway: segment 1						
	\$0	\$0	\$622,619	\$622,619	\$622,619	\$622,619
Developer's fee (5%)	\$0	\$0	\$31,131	\$31,131	\$31,131	\$31,131
Total	\$0	\$0	\$653,750	\$653,750	\$653,750	\$653,750
Multi-use pathway: segment 2						
	\$0	\$0	\$439,762	\$439,762	\$439,762	\$439,762
Developer's fee (5%)	\$0	\$0	\$21,988	\$21,988	\$21,988	\$21,988
Total	\$0	\$0	\$461,750	\$461,750	\$461,750	\$461,750
Road segment 4 (Jug Handle and N-S Connector)						
Design	\$1,971,715	\$1,971,715	\$0	\$0	\$1,971,715	\$1,971,715
Construction	\$0	\$0	\$15,344,302	\$15,344,302	\$15,344,302	\$15,344,302
Sub-total road segment 4	\$1,971,715	\$1,971,715	\$15,344,302	\$15,344,302	\$17,316,017	\$17,316,017
Developer's fee (5%)	\$98,586	\$98,586	\$767,215	\$767,215	\$865,801	\$865,801
Total	\$2,070,301	\$2,070,301	\$16,111,517	\$16,111,517	\$18,181,818	\$18,181,818
Area 2 roads						
	\$0	\$0	\$4,329,004	\$4,329,004	\$4,329,004	\$4,329,004
Developer's fee (5%)	\$0	\$0	\$216,450	\$216,450	\$216,450	\$216,450
Total	\$0	\$0	\$4,545,454	\$4,545,454	\$4,545,454	\$4,545,454
Area 4 roads						
	\$0	\$0	\$2,164,502	\$2,164,502	\$2,164,502	\$2,164,502
Developer's fee (5%)	\$0	\$0	\$108,225	\$108,225	\$108,225	\$108,225
Total	\$0	\$0	\$2,272,727	\$2,272,727	\$2,272,727	\$2,272,727
EMT Rapid Fire Station						
	\$4,329,004	\$4,329,004	\$0	\$0	\$4,329,004	\$4,329,004
Developer's fee (5%)	\$216,450	\$216,450	\$0	\$0	\$216,450	\$216,450
Total	\$4,545,454	\$4,545,454	\$0	\$0	\$4,545,454	\$4,545,454
Total Budget						
Sub-total hard and soft costs	\$42,856,703	\$35,739,700	\$30,638,398	\$30,638,398	\$73,495,101	\$66,378,188
Sub-total contingency	\$2,142,835	\$973,220	\$1,531,920	\$1,531,920	\$3,674,755	\$2,505,140
Sub-total developer's fee	\$2,142,835	\$1,786,990	\$1,531,920	\$1,531,920	\$3,674,755	\$3,318,009
Total costs	\$47,142,373	\$38,500,000	\$33,702,238	\$33,702,238	\$80,844,611	\$72,202,237

Downtown Columbia TIF Program Comparison

Phase I Development

Council Bill 56-2016 authorized the County Executive to issue up to \$90 million in TIF bonds to fund public infrastructure projects in the Downtown Columbia Special Tax District. Public improvements eligible for financing pursuant to CB56 included:

- Parking facilities;
- EMT/Quick Strike Facility;
- Road improvements;
- Utility installation; and,
- Other related improvements.

The table below compares the initial financing plan with the revised financing plan. The cells highlighted in green represent the Series A issuance with which the County is currently proceeding. These cells total \$38.5 million in net bond proceeds.

Public Improvement	Initial	Revised
Road Segment 1 (inc., Merriweather Dr., Hickory Ridge Rd., Divided Sky Lane, stormwater, water & sewer, wetland mitigation)	\$10.1 million	\$15.6 million
Intersection Improvements	\$2.9 million	\$1.4 million
Roads Segment 2 (inc., Merriweather Dr., North-South Connector, stormwater, water & sewer)	\$6.6 million	\$13.9 million
Roads Segment 3 (stormwater roadway)	\$2.4 million	\$4 million
Parking Garage	\$51.1 million	N/A
EMT/Quick Strike Facility	N/A	\$4.5 million
Jughandle & North-South Connector	Design	\$2.1 million
	Construction	\$16.1 million
Multiuse Pathway	N/A	\$1.1 million
Area 3 Park		\$4.1 million
Area 2 Roads	N/A	\$4.5 million
Area 4 Roads	N/A	\$2.3 million
<i>Subtotal*</i>	<i>\$73.2 million</i>	<i>\$69.7 million</i>
(less amount exceeding affordability and HRD contribution)	(\$12.2 million)	(\$8.6 million)
Total (net bond proceeds)	\$61 million	\$61 million

*Excludes contingency

EMT/Quick Strike Facility Agreement

by and between

HOWARD COUNTY, MARYLAND

and

THE HOWARD RESEARCH AND DEVELOPMENT CORPORATION

Dated October __, 2017

This EMT/Quick Strike Facility Agreement, dated October __, 2017 (this “Agreement”), is made by and between Howard County, Maryland, a body corporate and politic and a political subdivision of the State of Maryland (the “County”), and The Howard Research and Development Corporation, a Maryland corporation (the “Developer”).

WHEREAS, in connection with the adoption of Resolution No. 105-2016 and Council Bill No. 56-2016 (“CB-56”), the County and the Developer entered into a Downtown Development Memorandum of Understanding dated November 9, 2016 (the “MOU”).

WHEREAS, Bill-56-2016, which *inter alia*, authorizes the issuance of one or more series or issues of special obligation bonds to finance improvements in the Downtown Columbia Development District (the “TIF Bonds”), states that no bonds shall be issued thereunder unless an enforceable agreement between the County and the Developer provides for a EMT/ Quick Strike Facility and appropriate facilities (“the Crescent Station”) within the parking garage. (the “Area 3 Garage”) to be located in Area 3 of the Crescent. The Area 3 Garage will be available to the general public as hereinafter provided.

WHEREAS, the MOU sets forth certain requirements of the Developer which must be met in connection with the issuance of the bonds as authorized by CB-56.

WHEREAS, the purpose of this Agreement is to satisfy the requirements referred to above with the understanding that the County and the Developer (collectively referred to as the “Parties”) expect to enter into an amendment to this Agreement or additional agreements concerning the financing and operation of the Crescent Station.

WHEREAS, the Developer’s commitments under the MOU are contingent upon the issuance of the TIF Bonds.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. Recitals. The Recitals are hereby incorporated and made a part of this Agreement.

Section 2. Area 3 Garage. The Parties agree that the Area 3 Garage, with the exception of the costs associated with the Crescent Station as outlined herein, shall be developed and financed by the Developer. The Developer shall own and maintain the Area 3 Garage, which shall supply parking for visitors to and employees of the retail/restaurant businesses, employees and patrons of office tenants, patrons of Merriweather Post Pavilion, and other members of the general public, subject to the rules and regulations of Developer as the owner and operator of the Area 3 Garage. In addition, the Area 3 Garage shall provide parking for Merriweather Post Pavilion events beginning at 5:00 p.m. on any weekday and beginning at 8:00 a.m. on Saturdays, Sundays and legal holidays, consistent with the Parking Easement Agreement dated May 31, 2016 and recorded in the Land Records of Howard County in Book 17281, Page 131 attached hereto as Exhibit A (the “Parking Easement Agreement”) and the Downtown Columbia, Crescent

Neighborhood, Phase I, Amended Final Development Plan, recorded as Plat Numbers 24101 – 24110 in the Land Records of Howard County, Maryland (the “Amended FDP”).

Section 3. Construction, Plans & Specification. The Parties agree that, to the extent that TIF Bonds are issued to finance the cost of constructing the Crescent Station, the Developer shall construct the Crescent Station contemporaneously with the construction of the first phase of the Area 3 Garage. The Crescent Station will be a permanent centralized emergency facility located in, or adjacent to, the Area 3 Garage. The Crescent Station will be designed by the Developer, in consultation with the Department of Fire & Rescue Services (“DFRS”) and the County, constructed by the Developer pursuant to the terms outlined herein and in the Special Tax Report, attached as Exhibit C to CB-56, and dedicated by the Developer to the County upon completion. Specifically, the Crescent Station shall have on-grade access for the emergency vehicles with an apparatus bay of approximately 2700 square feet and consist of a working / living space equivalent of an approximate 3500 square foot apartment with a work area suitable for up to 6 firefighters/EMTs to staff a 24-hour pumper apparatus and an ambulance/EMT vehicle, bathrooms, and a kitchen. The Crescent Station shall be built exterior or interior to the Area 3 Garage, but adjacent to the location of the emergency vehicles. A copy of the current plans for the Crescent Station are attached hereto as **Exhibit B** and incorporated herein. In the Area 3 Garage, the first 4 or 5 parking spots shall be reserved for the EMT vehicle, an all-purpose vehicle or equivalent, and a mini-pumper or equivalent (the “Apparatus”) capable of operating within standard parking garages with a capacity of 300 to 500 gallons. At least six (6) additional parking spaces within the Area 3 Garage and near the location of the Crescent Station shall be reserved to allow for personal vehicles of firefighters who are assigned to operate the facility. The staff assigned to the Crescent Station shall have access to the Area 3 Garage to accommodate their schedules, including staff changes from approximately 6:00 a.m. to 8:00 a.m. The specific plans for the Area 3 Garage shall be reviewed and approved by the County.

Section 4. Apparatus & Payment Obligation. The Parties agree that the Apparatus will not be financed with the proceeds of the TIF Bonds. The Developer agrees that it will contribute \$100,000 to County to provide for the payment of a portion of the costs of the Apparatus and any related equipment. The contribution to costs of the Apparatus will be paid by the Developer in a timely fashion. The County’s current estimated cost of the Apparatus is \$500,000.

Section 5. Property Rights. The Developer agrees, for no additional consideration, to (i) convey in fee simple to the County the property in which the Crescent Station will be built pursuant to a condominium regime, as evidenced by associated documents, or (ii) provide access and use rights to the County with respect to the Crescent Station pursuant to an exclusive perpetual easement or right-of-way, or a long-term ground lease, as determined by the County in its sole discretion.

Section 6. Operation of the Area 3 Garage. The Area 3 Garage shall be owned and operated by the Developer and available to the general public as provided in Section 2 above in a manner which is consistent with the provisions outlined herein, the Parking Easement Agreement and the Amended FDP.

Section 7. Expenses. The Developer shall be responsible for the payment of all operation and maintenance costs (“O&M Costs”) associated with the Area 3 Garage.

Notwithstanding the Developer's payment obligation hereunder, expenses directly related to the operation and maintenance of the Crescent Station shall be paid by the County and shall be excluded from any Developer obligations to pay O&M Costs contemplated by the MOU and this Agreement.

Section 8. Miscellaneous.

A. Third Party Beneficiary. Nothing contained in this Agreement shall be construed to confer upon any other party the rights of a third party beneficiary.

B. Disclaimer of Partnership Status. Nothing in the provisions of this Agreement shall be deemed in any way to create between the County and the Developer any relationship of partnership, joint venture, or association and the parties to this Agreement hereby disclaim the existence of any such relationship.

C. Giving of Notice. Any notice given pursuant to this Agreement shall be in writing and shall be delivered or sent by registered or certified mail, postage prepaid, or by commercial messenger to:

In the case of the County:

Howard County, Maryland
George Howard Building
3430 Courthouse Drive
Ellicott City, Maryland 21043
Attention: Director of Finance
Email: smilesky@howardcountymd.gov

With a copy to:

Howard County Office of Law
Carroll Building
3450 Courthouse Drive
Ellicott City, Maryland 21043
Attention: County Solicitor
Email: gkuc@howardcountymd.gov

In the case of the Developer:

The Howard Research and Development Corporation
One Galleria Tower, 22nd Floor
13355 Noel Road
Dallas, Texas 75240
Attention: General Counsel
Email: Peter.Riley@howardhughes.com

The County and the Developer, by notice given hereunder, may designate any further or different persons or addresses to which subsequent notices shall be sent.

D. Representatives Not Individually Liable. No member, official, representative, or employee of the County shall be personally liable to the Developer or its successors in interest in the event of any default or breach by the County for any amount which may become due to the Developer or its successors or on any obligations under the terms of the Agreement. No member, partner, director, representative, employee or agent of the Developer or its affiliates or successors in interest shall be personally liable to the County or any agency thereof in the event of any default or breach by the Developer for any amount which may become due to the County on any obligations under the terms of this Agreement unless such person is guilty of fraud.

E. Amendment of Agreement. Any amendment to this Agreement must be by the mutual written agreement of the County and the Developer with the same formality as this Agreement, provided that consents, waivers and modifications of a non-substantive nature may be negotiated and granted by action of the County.

F. Section and Paragraph Headings. The section and paragraph headings have been prepared for convenience only and are not part of this Agreement and shall not be taken as an interpretation of any provision of this Agreement.

G. Severability. If any clause provision or section of this Agreement be held illegal or invalid by any court, the invalidity of such clause, provision, or section shall not affect any of the remaining clauses, provisions, or sections hereof, and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision, or section had not been contained herein. If any agreement or obligation contained in this Agreement be held to be in violation of law, then such agreement or obligation shall be determined to be the agreement or obligation of the County and the Developer, as the case may be, to the full extent by law.

H. Maryland Law. This Agreement shall be governed by and enforced in accordance with the laws of the State applicable to contracts made and performed in the State without regard to principles of conflicts-of-laws.

I. Consent to Jurisdiction; Venue. Each party hereto consents to venue in and the exclusive jurisdiction of the Circuit Court for Howard County if suit is filed to enforce, interpret, or construe this Agreement, and waives any jurisdiction, venue or inconvenient forum objections to such court.

J. Binding Effect and Assignment. This Agreement shall be binding upon and inure to the benefit of the Developer and any of its successors and assigns.

K. Entire Agreement. This Agreement sets forth the entire understanding and agreement of the parties with respect to the subject matter hereunder and supersedes any other prior agreements or understanding, written or oral, between the parties with respect to the subject matter thereof.

L. Recitals. The Recitals are hereby incorporated and made a part of this Agreement.

M. Non-Recordation. This Agreement shall not be recorded.

IN WITNESS WHEREOF, the parties hereto have caused this EMT/Quick Strike Facility Agreement to be duly executed, sealed, and delivered as of the date set forth above.

**THE HOWARD RESEARCH AND
DEVELOPMENT CORPORATION**

_____ By: _____
Name:
Title:

[COUNTY SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

[SEAL]

ATTEST:

HOWARD COUNTY, MARYLAND

Lonnie R. Robbins
Chief Administrative Officer

By: _____
Allan H. Kittleman
County Executive

Date: _____

APPROVED FOR SUFFICIENCY OF FUNDS:

Stanley J. Milesky
Director of Finance

APPROVED FOR FORM AND LEGAL SUFFICIENCY
THIS ____ DAY OF _____, 2017.

Gary W. Kuc
County Solicitor

Reviewing Attorney:

Kristen Bowen Perry
Assistant County Solicitor

EXHIBIT A
Parking Easement Agreement

EXHIBIT B

Plans for the Crescent Station



Howard County
Internal Memorandum

Subject: Downtown Columbia Phase I TIF Program

To: Jon Weinstein, Council Chairperson
Calvin Ball, Councilperson
Greg Fox, Councilperson
Mary Kay Sigaty, Councilperson
Jennifer Terrasa, Councilperson

From: Allan H. Kittleman, 
County Executive

Date: September 28, 2017

I am attaching the following material for your review concerning Phase 1 of the Downtown Columbia Tax Increment Financing (TIF) Program:

- Memo on Justification for changes to the public improvements financed with TIF bonds authorized under Council Bill 56-2016
- Revised public improvement budget
- Letter from Howard Hughes dated September 28, 2017
- Letter from County Executive Kittleman dated September 28, 2017

The modifications to the Series A bond issuance will allow us to begin the design of the Route 29 improvements (i.e. Jug Handle) and, by doing so, Howard Hughes Corporation (HHC) has agreed to seek alternative financing for the construction of the Jug Handle project.

I am pleased that HHC has agreed to add the public parking for the proposed new Cultural Arts Center and the new Library to the list of proposed public improvements. The inclusion of the Cultural Arts Center garage would be dependent on the passage of CR124-2017.

As we work to determine which projects to include in the Series B bond issuance, I will notify the County Council of the projects at least 30 days before we begin the process of mailing to prospective investors. This will enable the Council to review and provide any thoughts and concerns you may have regarding the projects proposed for the Series B bond issuance and/or to request a presentation by the Administration.

Responses to the Council's questions from the work session, including a chart comparing the original program to the revised program, will be provided on Friday, September 29, 2017.

cc. Jessica Feldmark, Administrator
Craig Glendenning, County Auditor
B. Diane Wilson, Chief of Staff
Lonnie Robbins, County Administrator



Howard County

Internal Memorandum

Subject: Justification for changes to the public improvements financed with TIF bonds authorized under Council Bill 56-2016

To: Jon Weinstein, Council Chairperson
Calvin Ball, Councilperson
Greg Fox, Councilperson
Mary Kay Sigaty, Councilperson
Jennifer Terrasa, Councilperson

From: Carl DeLorenzo, 
Director of Policy and Programs

Date: September 29, 2017

This memo clarifies the Administration's changes to the public improvements funded with the \$90 million special obligation (TIF) bond authorization enacted by Council Bill 56-2016.

1. Newly included public improvements originally deemed 'Not Qualified' under CB56-2016

Initially, the County determined that interior roads should not be included as part of the TIF. This was a county policy decision; not a legal determination. Under the TIF Act, roads within the TIF District and roads to and from the district are qualified costs. As explained more fully below, as development has progressed, the County has determined that several roads which on plans looked as if they were minor interior roads, are now vital to the entire road network serving Downtown Columbia.

- Roads Segment 1 (Divided Sky Lane)

The County originally posited that Divided Sky Lane would function primarily as an interior roadway easing access to Area 1. However, since its opening, the County has observed increased usage of the roadway beyond that of being solely an interior road, which has improved capacity, safety, and operations of the entire road network serving Little Patuxent Parkway, Broken Land Parkway, and Merriweather.

- Multi-use Pathway



Howard County

Internal Memorandum

The County originally rejected Howard Hughes' request to finance with TIF bonds the multi-use pathway because it was thought to be a CEPPA requirement under the Downtown Columbia Plan. Following passage of CB56-2016, the County learned that the multi-use pathway is not a CEPPA requirement. This multi-use pathway is located within the Crescent and is in addition to the other pathways funded by the Developer pursuant to the Downtown Columbia Plan.

- Library Garage

The County originally rejected Howard Hughes' request to finance with TIF bonds a public parking garage to support the new library because at that time, a location for the library in the Crescent had not been identified. The DRRA for affordable housing in Downtown Columbia, signed by the County and Howard Hughes and passed after Howard Hughes' TIF budget submittal, identified the library location in the Crescent.

- Roads Segment 3 (Area 3 public roads)

The County originally rejected Howard Hughes' request to finance with TIF bonds the Area 3 public roads because the county's Department of Public Works (DPW) did not deem them acceptable under the Design Guideline standards to be a public road. Howard Hughes has since modified its design plans for a certain portion of this road segment to meet Design Guideline standards.

2. Newly included improvements associated with Phase I qualified improvements under CB56-2016

- Area 2 and Area 4 Roads

Howard Hughes excluded this road segment from its original funding request because it gave higher priority to other public improvements. The County has since deemed this road segment may be considered a viable public improvement because it will serve all of Downtown Columbia and will be an integral part of the road network for other Phase I road segments.

- Roads Segment 2 (north portion of North-South Connector)

As with the Area 2 and Area 4 Roads, Howard Hughes excluded this road segment from its original funding request because it gave higher priority to other public improvements. The



Howard County

Internal Memorandum

County has since deemed this road segment may be considered a viable public improvement because it will serve all of Downtown Columbia and will be an integral part of the road network for other Phase I road segments.

3. Newly included improvements associated with future phases under CB56-2016

- Design funding for Jug Handle and south portion of North-South Connector

The County originally qualified the construction costs for the Jug Handle and southern portion of the North-South Connector as part of a potential future authorization (Phase II). The County subsequently moved the construction costs for this road segment into the Phase I authorization, as presented to the County Council at the September 25 work session on CB74-2107. Both Howard Hughes and the Administration understand the concerns of moving this item into Phase I from Phase II. Subsequent discussions resulted in acceptable compromise that the administration believes is a substantial benefit to the county. In exchange for including \$2.1 million to cover the design of the Jug Handle in the Series A bond issuance, Howard Hughes has agreed to no longer request TIF bond for the construction of the Jug Handle. It is appropriate to include the design costs because the County recognizes the benefit this road segment offers residents and visitors to Columbia and the county. Howard Hughes has accelerated its plans to complete the roads segment and is working with the Maryland Department of Transportation, State Highway Administration to do so.

The Administration is available to answer questions if you require further clarification.

Cc: Jessica Feldmark, Administrator
Craig Glendenning, County Auditor
B. Diane Wilson, Chief of Staff

Downtown Columbia Public Improvement Budget - Phase I

Revised Program	Improvement	Value (\$ millions)
Series A (as will be issued in October 2017)		
	Roads Segment 1 (inc. Divided Sky Lane @ \$1 million)	14.1
	Roads Segment 2 (inc. North Portion of N/S Connector @ \$7.3 million)	13.9
	Intersection Improvements	1.4
	Area 3 Roads (partial)	1.5
	Jughandle Design	2.1
	EMT/Quick Strike Facility	4.5
	Contingency	1.0
	<i>Subtotal</i>	<i>38.5</i>
Series B (projects under consideration)		
	Area 3 Roads (partial)	2.5
	Area 2 Roads	4.5
	Area 4 Roads	2.3
	Multiuse Pathway	1.1
	Library Garage	6.3
	Arts Center Garage	7.5
	Contingency	1.5
	<i>Subtotal</i>	<i>25.7</i>
	Total (Series A & Series B)	64.2
	less amount exceeding affordability and HRD contribution	(3.2)
	Total	61.0

The Howard Research And
Development Corporation
10480 Little Patuxent Parkway
Suite 400
Columbia, MD 21044

John DeWolf
Executive Vice President

September 28, 2017

Mr. Allan Kittleman
County Executive
Howard County Government
3430 Courthouse Drive
3rd Floor
Ellicott City, MD 21043

Re: Downtown Columbia - TIF Financed Public Improvements

Dear Mr. Kittleman,

Following the discussion at last Monday evening's Howard County Council worksession, HRD as the Community Developer under the Downtown Columbia Plan would like to request the following revision to the list of proposed public improvements to be included in the second or subsequent bond issuances under the \$90M bond authorization approved last year under CB56-2016:

- Add public parking for the proposed New Cultural Arts Center (i.e. redevelopment proposed at Toby's site)

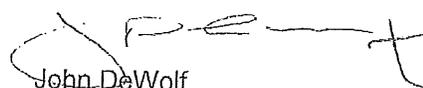
Since this public improvement was not previously anticipated, we would suggest that to the extent additional TIF funding is required for this new public parking, the County could substitute TIF funds currently anticipated to finance:

- Road Segment 4 (i.e. Jug Handle)
- Area 3 Park

Should the County choose not to finance the Jug Handle and Area 3 Park with TIF funds, HRD would then finance these improvements itself in accordance with the requirements of the related development. For the Area 3 Park, this would be constructed in conjunction with the first multifamily building in Area 3, anticipated for a 2019 opening. The Jug Handle timing is dependent on the MDOT permitting process, the future market demand and the traffic generation driving the need, but it is currently anticipated to be required with the development of the third office building in Area 3.

We look forward to proceeding with the next phases of development in Downtown Columbia as we continue to work together to bring the vision of the Downtown Columbia Plan to life.

Sincerely,



John DeWolf
EVP Development



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

September 28, 2017

John DeWolf
EVP Development
Howard Hughes Corporation
10480 Little Patuxent Parkway, Ste. 400
Columbia, MD 21044

Re: Downtown Columbia – TIF Financed Public Improvements

Dear Mr. DeWolf,

Thank you for your letter dated September 28th. I appreciate your willingness to add the public parking for the proposed New Cultural Arts Center to the list of proposed public improvements to the authorization under CB56-2016 (which would be dependent on the passage of CR124-2017).

From our prior discussions and as referenced in your letter, I am pleased that in exchange for the inclusion of \$2.1 million for the design of the Route 29 improvement (i.e. Jug Handle) in the TIF Series A bond issuance, Howard Hughes Corporation (HHC) has agreed to seek alternative financing for the construction of the Jug Handle. This is an important project which will greatly improve the traffic flow for Downtown Columbia.

I also appreciate your willingness to remove the Area 3 Park from the TIF funding. It should be noted that since this amenity was required under the 2010 Downtown Columbia Plan, it is a project that is better funded by HHC and not TIF bonds.

It has come to my attention that there may be some concerns over using TIF funding for wetland mitigation. Therefore, to allow more time to review the inclusion of wetland mitigation, I suggest that we remove wetland mitigation from the Series A bond issuance and replace it with partial funding for the Area 3 Roads. It is my understanding that HHC is moving forward with the Area 3 Roads in the near future.

As we discuss projects to be included in the future Series B bond issuance, I suggest that consideration be given to include funding for the public parking garage that would serve the new library. Therefore, we will include it as a public improvement to be considered for TIF funding in Series B.

I look forward to continuing to work together to bring to fruition the vision of the Downtown Columbia Plan.

Sincerely,

Allan H. Kittleman

Sayers, Margery

From: Margaret Mizerak <margaretmizerak@verizon.net>
Sent: Tuesday, September 26, 2017 5:02 PM
To: CouncilMail
Subject: Repeal the Downtown TIF

Council Members ,

In order for our schools to continue to improve, developers must pay their fair share rather than ask the tax payers of Howard County to front their costs. The TIF diverts public money for private gain. Howard County does not need to incentivize developers to build here. The TIF does not ensure public interest. Please repeal it.

Margaret Mizerak
margaretmizerak@verizon.net
5433 Meadow Pond Dr
Ellicott City, Maryland 21043

Sayers, Margery

From: Dj H <hdan966@gmail.com>
Sent: Monday, September 25, 2017 3:41 PM
To: CouncilMail
Subject: CB74-2017 Supporting Materials for Public Testimony given 9/18 Dan Hajdo
Attachments: Public Testimony on Columbia TIF Dan Hajdo.docx

Howard County Council members:

My public testimony on 9/18 included a number of references. I've included those, along with additional comment in the attached document. If there is any difficulty or there are any questions, please don't hesitate to respond.

Dan Hajdo
Columbia, MD 21045

I testified against the original bill that created the TIF last year. I said “using public money for private profit is the definition of corruption.” I meant “corruption” in a broad sense, one in the tradition of classical republican political thought. The tradition our nation was, at least ostensibly, found upon. Proponents of the TIF protested that this was not some sort of giveaway to the Howard Hughes Corporation (HCC).

If, for some reason, you don’t see transferring ownership of the parking garage from public to private (i.e. HCC), as indicative of a giveaway you are not trying hard enough.

This corrupt misuse is not surprising. The TIF is a flawed tool from the point of view of the public interest and democratic government. It’s an excellent tool from the point of view of those seeking private profit and opaque budget manipulation if not outright corruption by public officials. I would argue that it is a fundamentally flawed tool given our political economy, but that is not my purpose here.

Here I argue that the TIF is flawed enough to warrant repeal of the original bill authorizing the TIF. A repeal does two important things:

- 1) It sends the right message to the “private sector”.
- 2) It provides the opportunity to review the flaws of TIFs, assess whether they can be overcome with much better amendments, and scrap the whole thing when it’s clear that they can’t be overcome.

The Right Message: Compelling Honesty in the “Private Sector”

Far from sending the “wrong message to the private sector,” as one person stated in testimony, repeal sends exactly the right message to the private sector. That message is “you are not free to negotiate in bad faith, even under the cover of complicated legalese. Large corporations are not sovereign, nor should backroom deals replace democratic processes. Expect elected officials to act on behalf of the public good rather than your private profit.”

It’s an unusual message. But the fact that powerful corporations don’t expect to be called out on their bad faith and held accountable is not a legitimate kind of “predictability.” Expectations of continued, unwarranted influence are not legitimate. Howard Hughes Corporation may not have expected the county to act in the public interest after surrendering so much in issuing the TIF in the first place. The council should send the message to the “private sector” that this sort of expectation is a miscalculation. Howard Hughes (and any other entity seeking to profit off public funds) will have to adjust their expectations or pay the price of their miscalculation.

Reviewing the Flaws of TIFs

TIFs are represented as “magical things.” They produce economic development that would not otherwise happen, they are self-financing, and entail no risks for the community.

Yet evidence from TIF use across the county consistently shows that they are not magical things. Instead, scholarly research shows that, while a TIF here or there may show some success, most do not. Those failures, in turn, entail costs.

At best, “TIF does not raise taxes for taxpayers and does not reduce operating revenue for either the enacting or overlapping governments ... When used inappropriately, however, TIF shifts taxes from

taxpayers of the enacting government to other taxpayers ... if TIF is used when development would have happened anyway, the overlapping units lose revenue to the tax cap credits. The enacting government loses additional tax cap credit revenue as well.”

This finding understates the potential adverse consequences. How can they be these adverse consequences be avoided?

Apart from discarding the TIF all together - or using some other incentive, or simply requiring the private sector to assume the risk for its profit seeking – the literature tends to emphasize the importance of the “but-for” test and the need for transparency.

The TichlerBise, Inc. 2016 evaluation shows numerous flaws in the analyses by Howard Hughes Corporation (HHC), TIF projections and a fiscal impact analysis completed by MuniCap, Inc., an economic impact analysis by CohnReznick, and a market analysis performed by RCLCO. In a typically measured tone, TichlerBise concludes “it is unclear whether a comprehensive “but for” analysis that includes a full pro forma analysis of the proposed development’s cash flows over time, both with and without TIF bonding, has been conducted.”ⁱ

This is crucial since the negative consequences of TIF use elsewhere often turns on whether economic development would have occurred without TIF use.

Unfortunately, the transparency, which ideally curbs the sort of manipulation of key assumptions and formulas for TIF projections and otherwise skewed fiscal and economic impact analysis that TichlerBise details, is often illusive.ⁱⁱ In Chicago, DeKalb, Baltimore, Indiana, Iowa and elsewhere, we can find a trail of unmet civic group demands, journalistic investigations, and continued stonewalling on the part of public officials.

But it is not simply the financial incentives of the private sector to keep information secret, or the incentives for elected officials to obfuscate that makes transparency unlikely. The complicated calculations of TIF financing, the counter-factual reasoning and inherently speculative economic forecasting, are not easily challenged. These factors make the process opaque to even the most diligent. As one scholar put it “[w]hen even public officials do not understand TIF provisions, it is extremely difficult for taxpayers to evaluate their impact.” (Youngman 2011)

The lack of transparency for the “downtown” Columbia TIF is apparent from the TichlerBise report, as well as the actions of County Executive Kittleman. When even some members of the County Council are surprised by a major change in TIF use, it is extremely difficult for taxpayers to evaluate those changes. Transparency, then, seems as unlikely in Howard County as in Chicago or elsewhere.

The council should repeal the bill before we’re all forced to endure our own cycle of civic opposition, investigations, and stonewalling; all indications that the promises of the TIF and HHC will not be met. While HHC, County Executive Kittleman, and some members of the council appear prepared for the rest of us to take that risk, the rest of us are not.

A more detailed account of research with references follows:

Efficacy

Scholarly reviews of the evidence on TIF efficacy suggest that it is possible for an individual TIF to be successful at some limited goals. One [study of TIF use in St. Louis](#), for example, sites an instance of TIF that attracted investment to a distressed community, and one that helped create the St. Louis Innovation District.

Those same reviews add, however, that in terms of the general use of TIFs, the research exposes several key justifications for TIF use unwarranted at best. TIF as an engine of economic development, TIF as a self-financing mechanism, and TIF as a no-risk program.

1) TIFs are not engines of economic development.ⁱⁱⁱ

I'll cite three examples of those findings here:

- University of North Carolina professor conducted [a study of Chicago](#) TIFs using “a unique panel dataset at the block group level to analyze the impact of TIF designation and funding on employment change, business creation, and building permit activity.”^{iv} The paper finds “[a]fter controlling for potential selection bias in TIF assignment, **this paper shows that TIF ultimately fails the ‘but-for’ test and shows no evidence of increasing tangible economic development benefits for local residents.**”^v
- In 2016, [a research team at the Center for Business and Economic Research, Ball State University presented findings](#) in line with other recent research on TIF^{vi} use; they found “**no economic development impacts for the average TIF district**” in Indiana. Moreover, the authors find, notably:

More than half of the assessed value growth in Indiana’s TIF districts is attributable to the ‘capture’ of growth from non-TIF areas that would have happened regardless of the presence of a TIF. This has reduced property tax revenues to local governments by as much as \$320 million per year.

The impact of TIF capture of non-TIF property is significant. The public school share of costs is equivalent to roughly 2,400 teachers or the operation of more than 900 additional buses per year.

Property tax loss to local government due to TIF use may be as high as 41.5 percent of the loss due to property tax caps.

- Professors the Department of Economics Department of Economics Lake Forest College Loyola University of Chicago and the Institute of Government and Public Affairs Institute of Government and Public Affairs University of Illinois [studied TIF adoption in the Chicago metropolitan](#) area using “an extensive data set ... that includes information on property value growth before and after TIF adoption” revisited work finding “evidence that cities that adopt TIF grow more slowly than those that do not.”

2) A TIF is rarely a Self-financing Mechanism

The findings of TIF inefficacy are crucial to understanding why the claim that a TIF is a self-financing mechanism is so often proven false. In short, TIF use is *theoretically* self-financing *if* use of the TIF is responsible for new economic development, development that would not have otherwise occurred.

The problem is, as noted above, TIF use does not often produce new economic development. In practice, then, TIF districts end up capturing growth rather than stimulating growth. This, as one economist Bridget Fisher puts it, “reveals the self-financing frame to be a myth.” (Fisher 20xx)

Fisher’s literature review and case study of the Hudson Yards Redevelopment Project in New York leads her to conclude:

Describing TIF as self-financing creates the appearance of a benign tool for urban economic development. It allows local elected officials to promise development and its rewards of economic growth while simultaneously employing the rhetoric of fiscal discipline.

However, pulling back the curtain of the self-financing mantra reveals the public policy trade-offs inherent in TIF. Specifically, the demands of value capture financing require substantial public revenues to both implement and support the project.

Several years ago, California ended its long use of TIF because “[t]hey were eating away at the Golden State’s budget, consuming \$5.7 billion annually. The districts were a major contributor to California’s deficit because state tax dollars were passed back to local school districts to “make up” for their loss of taxable base to TIF districts.” (Heller 2015)

A TIF district may *appear* successful and self-financing if it can report growth in assessed value. Statewide TIF revenue in Indiana, for example, was around \$600 million a year in 2013; and that “implies that over \$20 billion in new private, taxable development was created by strategic local public improvements.” (Heller 2015). Yet, as noted above, more than one study showed that TIF use in Indiana, at best, contributed nothing to job growth, median income, or new construction. How can this be?

While Indiana may have some unique features, generally TIF districts can raise revenue for the TIF fund if they capture previous growth, growth in non-TIF districts, or merely capture inflationary growth. However, it happens, if “property values would grow at a high rate in the absence of TIF, even a project that results in a permanent reduction in the growth rate would be easy to finance” (Youngman, 2011). Similarly, University of Purdue professor Larry DeBoer finds “if TIF is used when development would have happened anyway, the overlapping units lose revenue to the tax cap credits. The enacting government loses additional tax cap credit revenue as well” (DeBoer)

Risks and Costs

The pitch for TIF poses it as a no-risk proposition. That is false. As noted above, the debt assumed by issuing the bond for a TIF district can eat in to the general fund, creating a deficit. That can mean higher taxes, reduced services, more borrowing, or all of the above.

- Indiana saw “substantial erosion of local government’s pre-TIF tax base” which “**translates into budgetary challenges and higher property-tax rates** for cities, counties, schools, townships and libraries as it eats away at their pre-TIF tax base.” (Heller 2015)^{vii}
- A first of its kind [study published in Education Finance and Policy](#) found that, in Iowa, “**greater use of TIF is associated with reduced education expenditures**”^{viii}
- In St. Louis, TIF use might have given some benefit to some of the TIF districts, but it came at the expense of their neighbors. This led one scholar to conclude “[t]ax increment financing is not

being used to fuel development, draw in outside investment, or lure new residents to a community. It is **being used to shift the same jobs and tax revenues from one municipality to the next.**"^{ix} (Wilson)

- Joan Youngman, Lincoln Institute Senior Fellow and Chairman of the Institute's Department of Valuation and Taxation notes "[i]n appropriate situations a TIF can produce" the desired results. "A formerly blighted area may blossom, tax valuations may increase as a result, and a strengthened tax base may permit expanded future public services.

In other cases, government investment could fail to improve local conditions, while the freeze in future tax base growth could restrict services during the period for repayment, further diminishing the jurisdiction's economic prospects.

Democratic Challenges

- Use and Misuse of TIF

Misuse of TIFs is common. The most common, it seems, is to meet the low standards of the "blight" and "but-for" requirements, but not the real life conditions of blight and the "but-for" requirements. The failings of TIF use above – failure to create new economic growth, failure to self-finance, and the subsequent negative consequences – depend on realistic assessments of the need for a TIF.

This is the first challenge for public officials. Apparently, most punt.

As one economist put it "Over time, blight requirements have been all but ignored in many cases, with cities, courts, and consultants ready to accede to almost comical expansions of that term. **Use of TIF as a general funding device and not as a means of assisting blighted neighborhoods is the first step away from its theoretical justification.**"

The structure of the TIF, relying on projected growth in assessed value to supposedly finance the bond, means it is unlikely to be used properly since "truly blighted neighborhoods offer the fewest possibilities for easy increase in property value" (Youngman 2011). This may explain why early research on TIF use found TIFs [used in already fast growing](#) areas. Chicago's [TIF Illumination Project](#), along with [journalistic and formal investigations](#), show TIF use predominantly in wealthier areas of the city.

Similarly, **"the assignment of future valuation increases to the TIF district can encourage municipalities to target undeveloped land or other property with low assessed values**, particularly agricultural land eligible for preferential farmland programs. These areas may not be blighted or underserved by private developers, but they may offer dramatic increases in assessed value simply by being reclassified as commercial or industrial." (Youngman 2011).

All this suggests that the "but-for" requirement should be difficult to meet. Unfortunately, the "but-for" requirement "has been treated as even more of a formality than a finding of blight. Blight, however subjective, at least refers to an observable physical attribute. The counterfactual prediction of what would happen but for establishment of a TIF district is so open to conjecture as to invite disregard." (Youngman 2011).

Thus, the very kind of misuse that signals TIF failure - the prospect of investment and economic growth without the TIF - is encouraged by the structure of the TIF.

- Inequity

TIF use in already developing, wealthier areas means TIF often contributes to inequity.

Because the TIF fund is limited to spending within the TIF zone (and, paying back bonds and bond debt) it constrains local decision-making; property taxes that would have gone in to the general fund is sequestered away.

In Chicago, for example, [Chicago Magazine, reporting in July, 2017](#) on the latest investigation “in the long TIF saga” makes an argument against executive control of TIF deals. Shifting money from one project to another “serves to highlight decades-old issues with the program, from where the money goes to where it can’t go.” The author notes: “[b]ecause the money can’t move out of TIF districts or adjoining ones, it has a tendency to pool in them, particularly in wealthier areas.”

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[Lester, William T. \(2013\)](#) "Does Chicago's Tax Increment Financing (TIF) Program Pass the 'But-For' Test? Job Creation and Economic Development Impacts Using Time Series Data" Center for Urban and Regional Studies, The University of North Carolina at Chapel Hill, Working Paper No. 2013-01.

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[Wilson, Joe;](#) "Given A Hammer," *Saint Louis University Public Law Review*; Vol. XXXIV:83

[Youngman, Joan \(2011\)](#) "TIF at a Turning Point: Defining Debt Down" Lincoln Institute of Land Policy Working Paper

ⁱ Despite this finding, TichlerBise makes a very mild recommendation: "'we believe the analyses supporting a project of this magnitude and potential impact to the County should be further vetted and that key assumptions—for example, market values—should align in the market analysis, TIF projections, fiscal and economic impact analysis, and pro forma. Short of that, inconsistencies should be at least explained.'" Given their limited purpose, it may be warranted. Given the council's responsibility, a much stronger conclusion is warranted.

ⁱⁱ For example, "At the most general level, clarity and transparency are essential to citizen oversight, but many TIF programs are largely hidden from taxpayer notice. At a very specific level, debt limits and a requirement of voter approval constitute a deliberate check on municipal borrowing, but legislatures, courts, and local officials have generally circumvented these measures by agreeing that bonds secured by tax increment financing do not constitute debt for these purposes." (Youngman 2011)

ⁱⁱⁱ Useful reviews of research are presented by scholars from the [Saint Louis University School of Law](#), [Purdue](#), and the University of Toronto's [Institute on Municipal Finance and Governance](#).

^{iv} More specifically "Unlike previous TIF studies, this paper uses time-series data at the block group level. It also uses the timing of TIF designation in a difference-in-differences (DD) research design that compares outcomes in treated portions of the city to non-treated areas."

^v The author concedes that "[w]hile some individual TIFs may have positive impacts, Chicago's use of TIF has not resulted in positive net employment benefits for city residents. This paper, by measuring building permit activity, finds no support for the claim that TIF designation acts as a catalyst for private investment—beyond what would have occurred otherwise—in the physical structure of local neighborhoods."

^{vi} The authors cite a number of studies including one by Indiana's Legislative Services Agency (LSA) that they call "far and away the most detailed TIF work currently in existence." With access to data on individual businesses not available to outside researchers, the LSA study found that properties in TIF areas "saw higher levels of gross assessed value (GAV)," but the joint study also found that "'[o]ur econometric estimates suggest that most of the differences between TIF and non-TIF areas in GAV levels, GAV growth, and employment growth are not attributable to the TIF program.'" This 2016 work builds [on previous research](#) in which the Ball State team find "TIFs are associated with small but positive growth in assessed value. However, we find uniform negative impacts of TIFs on traditional measures of economic development such as employment, the number of business establishments, and sales tax revenue."

^{vii} More specifically, an in depth case study "found that in the first seven years of the three Columbus TIF districts, the supposedly frozen pre-TIF tax base declined by 43 percent. ... Meanwhile, local property tax rates increased by 28 percent. The county's tax rate alone rose 39 percent." ([Heller 2015](#))

^{viii} In sum: "This is the first study to directly examine the relationship between tax increment financing (TIF) and education expenditures, using the state of Iowa as a case study. I find that greater use of TIF is associated with reduced education expenditures. I also find little evidence to support the commonly held proposition that school spending increases when TIF districts expire. Finally, the negative price

effect of TIF on education spending is increasingly larger for school districts in lower wealth or income groups compared with their counterparts in higher wealth or income groups. The negative, though small, effect of TIF on education spending, coupled with no gain from the often-claimed long-run benefits of TIF, justifies policy measures to protect school districts from TIF.” [\(Nguyen-Hoang 2014\)](#)

^{ix} Wilson notes: “Tax increment financing abuse ‘has authorized local leaders to make tax decisions that may benefit their immediate city at the expense of everyone else.’ If one municipality succeeds at the cost of all municipalities surrounding it, then one can hardly say that the economy is improving at all. The realities of tax increment financing in the region are unfortunate for many. An East-West Gateway Council of Governments report from 2011 suggests that for every \$1 million of TIF investment, about six or seven jobs and about \$400,000–\$500,000 in taxable sales are added to that zip code. That same \$1 million TIF investment, however, corresponds to a \$14,000 loss in taxable sales for the community next to the TIF. Every \$10 million in TIF investment in a single community also corresponds to a loss of one job in every municipality in the region.”

Sayers, Margery

From: Daniel Carr <dcarr@loyola.edu>
Sent: Friday, September 22, 2017 11:51 AM
To: CouncilMail
Subject: Repeal the Downtown TIF

Council Members ,

In order for our schools to continue to improve, developers must pay their fair share rather than ask the tax payers of Howard County to front their costs. The TIF diverts public money for private gain. Howard County does not need to incentivize developers to build here. The TIF does not ensure public interest. Please repeal it.

Daniel Carr
dcarr@loyola.edu
2815 Willow Lane
Ellicott City, Maryland 21043

Sayers, Margery

From: LINDA Wengel <lwengel@msn.com>
Sent: Friday, September 22, 2017 11:57 AM
To: CouncilMail; Kittleman, Allan
Subject: Monday worksession

I believe the community would be well served if at the Monday work session, the Administration was called upon to offer a full explanation of how the change in the TIF allocation came about, including the role the lawsuit played. Many people testified at the public hearing for transparency on this clandestine transaction. Hopefully Monday is the Council's chance to clear things up before considering the legislation. Linda Wengel

Sent from my iPad

Sayers, Margery

From: Cynthia Sokolow <cynthsok@msn.com>
Sent: Thursday, September 21, 2017 2:16 PM
To: CouncilMail
Subject: Repeal the Downtown TIF

Council Members ,

In order for our schools to continue to improve, developers must pay their fair share rather than ask the tax payers of Howard County to front their costs. The TIF diverts public money for private gain. Howard County does not need to incentivize developers to build here. The TIF does not ensure public interest. Please repeal it.

Cynthia Sokolow
cynthsok@msn.com
9610 Susie'S Way
Ellicott City, Maryland 21042

Sayers, Margery

From: Todd Garner <info@actionnetwork.org>
Sent: Wednesday, September 20, 2017 8:10 PM
To: CouncilMail
Subject: Repeal the Downtown TIF

Council Members ,

In order for our schools to continue to improve, developers must pay their fair share rather than ask the tax payers of Howard County to front their costs. The TIF diverts public money for private gain. Howard County does not need to incentivize developers to build here. The TIF does not ensure public interest. Please repeal it.

Todd Garner
todd_garner@yahoo.com
7116 Millbury Ct
Elkridge, Maryland 21075

Sayers, Margery

From: Michael Young <michaelyoung16@hotmail.com>
Sent: Thursday, September 21, 2017 7:38 PM
To: CouncilMail; Kittleman, Allan
Cc: Christine Lemyze
Subject: Re: Council Bill 74-2017

Dear Council Members and County Executive,

I support my wife's position and concerns for repeal of CB 56-2016 and and vote FOR CB 74-2017. As my wife Christine stated, we've been residents of Howard County for 30 years plus and don't want to see CB 56-2016 jeopardize the quality of life in Howard County.

Thank you in advance for your strong consideration of our opposition to this Bill.

Michael Young
3861 Woodville Lane
Ellicott City, MD 21042

From: Christine Lemyze <clemyze@hotmail.com>
Sent: Tuesday, September 19, 2017 10:20 PM
To: councilmail@howardcountymd.gov
Cc: AKittleman@howardcountymd.gov
Subject: Council Bill 74-2017

Dear Council Members,

My name is Christine Lemyze. I live at 3861 Woodville Lane in Ellicott City, 21042.

I have been a resident of Howard County for over 30 years and care deeply about quality of life in the county.

I urge you to repeal CB 56-2016, and vote FOR CB 74-2017. Since the proposed use of the special financing has changed, it is now mandatory that bill 56-2016 be repealed and new data submitted to the council and citizens in order to evaluate the need for TIF financing and potentially approve it for specific purposes.

Thank you.

Christine Lemyze

Sayers, Margery

From: Amanda Chrysovergis <Achryso@icloud.com>
Sent: Wednesday, September 20, 2017 7:28 PM
To: CouncilMail
Subject: Repeal the Downtown TIF

Council Members ,

In order for our schools to continue to improve, developers must pay their fair share rather than ask the tax payers of Howard County to front their costs. The TIF diverts public money for private gain. Howard County does not need to incentivize developers to build here. The TIF does not ensure public interest. Please repeal it.

Amanda Chrysovergis
Achryso@icloud.com
9503 Liverpool Lane
Ellicott City, Maryland 21042

Date: 18 September 2017

Subject: The Howard County Citizens Association (HCCA) supports CB74-2017

Good Evening. My name is Stu Kohn. I reside at 8709 Yellow Bird Court Laurel, Maryland, 20723. I am the President of the Howard County Citizens Association, HCCA and our Board has unanimously voted to support CB74-2017. We were against the TIF when we testified in July. The asking of the repeal is more than justified being that the terms have changed and especially being the citizens should have been informed as to the major revision to the original Bill. We continue to commend Councilwoman Jen Terrasa for having the fortitude to just say "NO" to a deal that should not have occurred in the first place. Now that Councilman Ball is a co-sponsor of this Bill, HCCA appreciates the effort. It is very unfortunate that at this time there are four corporations who are involved in a lawsuit regarding the entire premise of the Downtown TIF. They are Corporate Office Properties, Merritt Properties, St. John Properties, and Greenabaum and Rose. If these corporations were to ask for a TIF would the County oblige? Where and when does it end? Their complaint they are claiming is an improper use of public funds for a private facility. This may well be justified as it is not in the best interest of other developers. In this regard the proposed Laurel Park TIF is in the same category. What this all boils down to is can someone please tell us what is the real vision of our County?

I can tell you that last week, HCCA was proud to conduct a premier film we produced which was held at the Howard County Community College. There were about 350 people in attendance. The film was titled, "Columbia at 50 – a Bridge to the Future." There were many people who were interviewed that participated in the film. In the film there was a segment discussing the relevance of the Downtown Columbia TIF. When the camera focused on Councilwoman Terrasa she articulated her views on the TIF. The audience gave her a rousing applause. Oh, and by the way – Howard Hughes declined as well as Kimco to be interviewed for our film. Is this any way to be communicable with the community? It leaves a bad impression. If your constituents had the opportunity to vote on whether a TIF for Downtown Columbia is justified the answer would probably be "NO."

I refer you to the proposed Bill, Lines 12 thru 14. It states, "The decision raises numerous questions about the financial data presented to the Council during its consideration of CB56-2016 and significantly alters the potential public benefit to be realized through the proposed investment of public funds." This is why transparency should be the word of the day and at all times. The public has a vested right to be involved in knowing exactly how much is designated where and what are the benefits to the citizens not necessarily Howard Hughes. Where precisely is the majority of the money from the designated parking garage going? Is it going strictly to the roads or anywhere else and how much? Why not have some of the money go to further the

expansion of the Hospital? This is necessitated to ensure the additional 900 units plus 160 units at the Flier building which is much greater than the designated 5500 units stated in Plan Howard 2030 because of the passing of the original TIF legislation. This by all means needs to be considered in the overall equation regarding proper infrastructure. Perhaps the Council will see fit to take the necessary initiative to include major amendments to APFO. I think it is safe to say that based on the applause we heard at our HCCA film premiere and what we have heard from many others, the citizens have a right to be heard concerning this major revision from the intent of CB56-2016. We recommend a public hearing to be an essential part of the conversation; to obtain a better understanding and to perhaps even get better educated to know what the impact is to all concerned parties.

Let's simply do it right for the betterment of the County we all call home.

Sincerely,

A handwritten signature in black ink, appearing to read 'Stu Kohn', written in a cursive style.

Stu Kohn
HCCA, President

Downtown Columbia – Special Public Hearing / Howard County Council

September 18, 2017

TALKING POINTS

I am representing Corporate Office Properties Trust (COPT) as CEO and myself as a resident of Howard County.

COPT is a Real Estate Investment Trust with a total market capitalization of \$5.3 billion, headquartered right here in Columbia, MD.

Our investment in Howard County approximates \$700 million in value.

We paid \$4.1 million in property taxes last year.

We employ 50 residents of Howard County.

COPT has been a long-time Investor in this county, a generous corporate citizen, and a major proponent of the continued excellence of Howard County.

COPT has reviewed CB74-2017 and we **support** the bill to **REPEAL** previously authorized authority to raise and use TIF proceeds to support Downtown Columbia Revitalization Plan.

The TIF proceeds authorized under CB56-2016 were primarily intended to construct a public parking facility in the Crescent District of Downtown Columbia. One of the intended uses of that facility was highly controversial from the perspective of our company, and other community real estate companies, as the TIF bill provided a single out-of-state developer an inappropriate competitive advantage.

COPT supports the cessation of the planned parking structure, and we further believe the entirety of CB56-2016 is now unnecessary and questionable as:

- The majority of Funds are being redirected to uses not made public to the community, and potentially inappropriate.
- The validity of the County's "But-For" analysis is questionable, as the analysis identified the parking facility as a critical element necessary for the

success of the Downtown Columbia Revitalization Plan, and it has now been eliminated.

- Just 10 months ago, the County and the “But For” analysis identified the parking resources as essential, and that rationale was used to determine the size of the TIF appropriation. The public has no reason to believe, and no information to determine, if the **TIF SIZE** remains appropriate.
- If CB56-2016 is allowed to remain, The County has far too much discretion in the use of public funds, without appropriate limitations and public transparency and accountability.

We believe the passage of CB74-2017 will provide Tabula Rasa, or a clean slate, for the County Executive and the Trustees to reassess the entirety of the TIF program, and thereby provide the absolute transparency Howard County tax payers expect and deserve.

As taxpayers, we deserve the right to render our opinion on the use of public resources supporting a private developer, and participate in public debate about the intended uses.

CB74-2017 should be PASSED, and followed with new legislation that allows for public deliberation on the CURRENT need for and appropriateness of the use of TIF funding to support a single Private Developer, from another state.

In summary,

I am supportive of the passage of CB74-2017, as a citizen of Howard County.

Corporate Office Properties Trust is supportive of the passage of CB74-2017, as a leading business community member of Howard County.

CB74-2017 is our community's BEST OPPORTUNITY to restore transparency, trust, and confidence to our County Government.

Lada Onyshkevych, 6200 Bright Plume, Columbia MD 21044

County Council Public Hearing on September 18, 2017

Position: FOR CB74-2017, an act to repeal CB-56-2016 - \$90,000,000 TIF for the "Crescent Special Taxing District"

Members of the County Council, Chairman Weinstein:

Last year, I testified against CB56-2016, the \$90 million TIF for Columbia's Downtown development area. I watched in dismay as 4 of the 5 of you passed this legislation, and only Ms. Terrasa voted against it. I am very glad to see that Dr. Ball has now joined with Ms. Terrasa in introducing CB74-2017, and I hope the rest of you will support this bill and eliminate that misguided TIF.

The original justification for the Downtown TIF was that it would include a public parking garage. From what I understand, that garage will now be owned and operated solely by the developer, Howard Hughes Corporation. So now we have \$90 million in taxes being diverted *away* from public schools and roads *solely* towards roads, water and sewers WITHIN the newly developed neighborhoods. Other developers must pay for new neighborhood roads and utilities themselves, yet the Howard Hughes Corporation is being given \$90 million in financing for these purposes.

Tonight you'll be listening to the third night of testimony regarding stronger APFO legislation. I know you have all been hearing from your constituents about APFO, school redistricting and overcrowded schools. I hope what you have realized from the public outcry is that Howard County residents prioritize schools above all else. Your constituents do not want overcrowded

schools, and we do not want you to divert tax money away from all the new schools we so badly need. The thousands of new apartments you are allowing to be built downtown will only further overwhelm the existing schools in the area, and further exacerbate the need for extensive school redistricting. So the developer, Howard Hughes Corporation, should be contributing far more than currently required so that new schools can be built. We taxpayers should not be shouldering that burden alone, and Howard County students should not be forced to endure increasingly crowded conditions in their schools every day. Thus diverting tax money back to Howard Hughes Corporation is unjustifiable.

In addition, the changes to the Downtown TIF are being made behind closed doors, instead of in a public forum. We should all be alarmed by this lack of transparency about millions of dollars of tax money. Please repeal CB56-2016 so that you, as County Council members, can allow the public a voice in what happens to this tax money.

Thank you.

Testimony on CB 74-2017

Good evening members of the Howard County Council. My name is Cole Schnorf, and I reside at 4912 Valley View Overlook, Ellicott City. I have been living in Howard County for over 25 years and working in Howard County for over 30 years.

I am here tonight to oppose the repeal of the Tax Increment Financing agreement approved by the County Council in November 2016.

My testimony is brief, since I can't imagine that the County Council would reverse a decision in the midst of the development process that is already underway. Predictability and good faith are the foundations of the relationship between government and businesses investing in the community.

The TIF was determined to be good for Howard County when it was approved last year, which is why it passed, and nothing has changed that justifies renegeing on that decision.

The TIF bill approved last year gave the County Executive the right to move funding originally expected to be used to build a large public parking garage and public roads to instead advance funding of additional public roads. In fact, the County Executive's decision to use the TIF to fund roads and The Howard Hughes Corporation's decision to build the parking garage actually increases momentum for Downtown Columbia.

The TIF funds will go into major transportation connections that will alleviate traffic congestion, particularly during Merriweather events, but also for people traveling to and from Downtown Columbia at any time.

With TIF funding, the construction of roadway improvements will be accelerated while pavilion patrons' access to shared parking is ensured with the new garage built by The Howard Hughes Corporation. Merriweather parking is protected by an easement required in the original legislation. The Merriweather District parking garage will provide parking for the pavilion, as well as for patrons of the new restaurants and shops that will be built during the first phase of development.

In addition to executing the parking easement for Merriweather, The Howard Hughes Corporation has already fulfilled part of its commitment required in the 2016 TIF legislation by transferring ownership of Merriweather to the Downtown Columbia Arts and Culture Commission.

We are not debating whether the use of a TIF is consistent with the Downtown Columbia Plan. That debate ended with the approval of legislation in November. There is no justification for repeal of that legislation, and the threat of such a repeal is, in and of itself, a detriment to economic development in Howard County which relies upon the willingness of investors to believe our county government will honor its word.

**Howard County Council
Public Hearing
18 September 2017
Testimony for CB74-2017**

Submitted by: **Howard County Economic Development Authority**

Chairman Weinstein and members of the County Council, I'm Vernon Thompson, Executive Vice President of the Howard County Economic Development Authority, located at 6751 Columbia Gateway Drive, Suite 500 in Columbia, Maryland. The Howard County Economic Development Authority is a public-private partnership that promotes the retention, growth and attraction of new businesses to Howard County. I'm testifying tonight in opposition of Council Bill 74-2017, an act to repeal the Council Bill 56-2016 which authorized Howard County to issue up to \$90 million of TIF bonds and provides for the collection of a Special Tax on property within the Crescent Special Taxing District. One of the main tenants of adopting CB 56-2016 is that it would "enhance the taxable base of the County, encourage commerce and industry within the County and increase employment within the County through the construction of public improvements."

The Authority maintains that the Downtown Columbia Plan that was adopted in 2010 and is currently underway is critical for the economic development future of Howard County. With office vacancy below 10% and the consistent desire heard from our prospects to locate in a vibrant, live-work-play environment, the further development of Downtown Columbia is critical. Tax Increment Financing is a widely used economic development tool by local governments across the country as well as the state of Maryland. An example of this is the \$660 million TIF that was passed by Baltimore City for Port Covington which recently attracted a \$233 million private investment from Goldman Sachs. Last week, in the Baltimore Business Journal, Margaret Anadu, a Goldman Sachs managing director and head of the Urban Investment Group, said "the passage of the \$660 million tax increment financing package last September helped to seal the deal, noting the importance of public-private partnerships. "

The redevelopment of Downtown Columbia has had an excellent start following the approval of the Downtown Columbia Plan in 2010. This Plan recognized the need for Howard County to use innovative financing techniques like the TIF. From an economic development perspective, it is critical to maintain market momentum.

The Downtown Columbia Plan and subsequent TIF were put in place by the County Executive and Council to fulfill the county mandate of a revitalized downtown and the Passage of CB-74 would cause undue delay and uncertainty in the market that Howard County is open for business.

Thank you.

Testimony on behalf of the Howard County Arts Council
Opposed to CB 74-2017 In Favor of CR 124

Good evening. I am Sharonlee Vogel, speaking for the Howard County Arts Council Board of Directors, currently serving as Secretary. We are opposed to the proposed repeal of the Downtown Columbia Tax Increment Financing [TIF] bill passed by the Howard County Council on Nov. 9, 2016, and **in favor of Council Resolution 124** being proposed by your member Mary Kay Sigaty.

The Howard County Arts Council is opposed to Council Bill 74-2017 and the repeal of the TIF for a simple reason: to repeal the TIF would be to break an agreement with the master developer of Downtown Columbia, introduces unpredictability in the development process, and puts the New Cultural Arts Center in jeopardy.

The revitalization of Downtown Columbia has advanced significantly in less than a decade. Large, major financial decisions have been made based on expectations that the TIF would offset some of the costs of the urbanization of the central core of Columbia.

The County Executive has decided that the first issuance of TIF bonds will pay for public roads. The County Executive has the authority to determine the “specific improvements to be financed, reimbursed or refinanced from proceeds of the Bonds”. There should be no interruption in the progress of the revitalization underway.

We support the enlargement of the Downtown Columbia development district to include the property designated for the **New Cultural Arts Center** for purposes of the State Tax TIF Act.

There is no need for the Arts Council to defend the long-anticipated Howard County New Cultural Arts Center. Exhibit and performing space should be located in the area designed to be the hub of culture in our community. The Arts Council sees the New Cultural Arts Center as meeting the long delayed needs of local artists and of the community of men, women and children who live in Howard County.

The arts bring us all together in so many ways, and that fact alone should encourage you to support a financing mechanism that will bring the New Cultural Arts Center into being sooner rather than later.

Sharonlee J. Vogel
Speaking for the Howard County Arts Council
8725 Warm Waves Way
Columbia, MD 21045



LEAGUE OF WOMEN VOTERS OF HOWARD COUNTY, INC.
LEAGUE OF WOMEN VOTERS OF HOWARD COUNTY EDUCATION FUND, INC.
5430 Vantage Point Road, Suite C, Columbia, MD 21044
info@howard.lwvmd.org
www.lwvhowardmd.org
410-730-0142

September 18, 2017

Testimony: re: CB 74-2017: "Repeal the TIF Authorization"

Members of the County Council,

CB74-2017 addresses the issue of government transparency and good governance. The League of Women Voters believes that democratic government depends on informed and active participation in government and requires that governmental bodies protect the citizen's right to know by giving adequate notice of proposed actions, holding open meetings and making public records accessible.

The use of 51% of TIF funds in CB56-2016 (\$51 million) originally designated for the construction of a public garage to be owned and operated by the county with profits going to Howard County is now being diverted to "other projects" as a result of an agreement between the county executive and the developer, Howard Hughes Corporation. This agreement allows Howard Hughes Corporation to own, operate and profit from the garage. The other projects for which the \$51 million is diverted are not clearly identified. This is a significant change from the original plan.

Although the TIF legislation gave the county executive authority to make adjustments to the plan, diverting this large a percentage of the total TIF funds and changing the ownership and revenues from the county to the developer is more than an adjustment. It is a different proposal. Therefore, the issue needs public scrutiny in the interest of good governance.

The League of Women Voters of Howard County supports CB74-2017. The League hopes that the county council will also support good governance, of which transparency is a critical part, and pass CB74-2017.

Sincerely,

A handwritten signature in cursive script that reads "Barbara Russell". The ink is dark and the signature is fluid and legible.

Barbara Russell

Co-President

Sayers, Margery

From: Christine Lemyze <clemyze@hotmail.com>
Sent: Tuesday, September 19, 2017 9:20 AM
To: CouncilMail
Cc: Kittleman, Allan
Subject: Council Bill 74-2017

Dear Council Members,

My name is Christine Lemyze. I live at 3861 Woodville Lane in Ellicott City, 21042.

I have been a resident of Howard County for over 30 years and care deeply about quality of life in the county.

I urge you to repeal CB 56-2016, and vote FOR CB 74-2017. Since the proposed use of the special financing has changed, it is now mandatory that bill 56-2016 be repealed and new data submitted to the council and citizens in order to evaluate the need for TIF financing and potentially approve it for specific purposes.

Thank you.

Christine Lemyze

Sayers, Margery

From: melissa mulreany <mjmhtc@yahoo.com>
Sent: Monday, September 18, 2017 7:05 PM
To: CouncilMail
Subject: Support CB74

Please support CB74. The TIF should be spent as voted by the council or another vote taken if spending plans change

These back room deals have no place in an open and honest community

Melissa J Mulreany, DDS
MJM-Health Training Concepts
Mjmhtc@yahoo.com
(301)421-1997
Sent from my iPhone

Sayers, Margery

From: Joanne Heckman <joanneheckman@gmail.com>
Sent: Monday, September 18, 2017 5:51 PM
To: CouncilMail
Subject: CB 74 testimony from The People's Voice

The People's Voice
Joanne Heckman
Secretary
3205 B Corporate Court
Ellicott City 21042

September 18, 2017

Support of CB74 - 2017

The TIF for downtown Columbia was meant to finance a parking garage, and should be removed with the decision to no longer use public funds to build that garage.

What's more, as a general principle, we believe that developers should pay for their own road needs and adjacent remedies. The size of the project doesn't reduce the obligation of the developer to pay the cost for related infrastructure. The size of the profit to the developer is proportional to the size of the project.

Growth in the County has already created the need to update infrastructure for schools and roads in Columbia and elsewhere. Anticipated infrastructure expenses should be met by the developers who profit by creating the need for the infrastructure.

Sayers, Margery

From: Td Lattimer <lattimertp@gmail.com>
Sent: Monday, September 18, 2017 4:32 PM
To: CouncilMail; Kittleman, Allan
Subject: Please support approval of CB74

Dear County Council Members and County Executive Kittleman:

I strongly support the proposed repeal proposed under CB74 to withdraw last year's approval of Tax Increment Financing (TIF) for parking improvements in Downtown Columbia. I support CB74 on both substantive and procedural grounds. Substantively, I am concerned that taking public funds out of the originally intended purpose of constructing a public parking facility would open the way for one private firm to control all or most of the downtown Columbia area's parking. I don't believe it serves the public interest for any firm to have a monopoly over downtown parking.

Procedurally, I am troubled by what appears to be a lack of open and transparent dealings on this matter. There should be opportunities for public review and comment on any proposals to change significantly the use of TIF monies from their originally intended use (a public parking structure). This is particularly true if said funds would instead be used to finance road improvements that might arguably be the responsibility of private developers that created the need for such improvements. At a minimum, the pros and cons of such a drastic change in the use of public tax monies should be subject to public debate and transparent decision-making.

I urge the County Council to support CB74-2017.

Thanks for your consideration and best regards, Tim Lattimer
8452 Each Leaf Ct.
Columbia, MD 21045

Sayers, Margery

From: Susan Garber <buzysusan23@yahoo.com>
Sent: Monday, September 18, 2017 4:14 PM
To: CouncilMail
Subject: Support of CB74-2017

Dear Council Members,

I am writing to express my support of CB74-17 (to repeal CB 56-2016). I opposed the \$90 million TIF when it was originally proposed for numerous reasons. However, I could not have imagined that this quickly a change of such magnitude could occur in that TIF --behind closed doors!

The public was told repeatedly that approximately \$67 million was absolutely essential to build a County owned and operated parking garage which would serve the Crescent area.

Surely when numbers “were crunched” the potential rental income from the parking garage was part of the equation. Without that additional revenue stream, surely significant adjustments in analysis would be warranted. Are we not risking providing Howard Hughes Corp. with a monopoly on parking—allowing them to charge truly “urban rates” for parking for MPP and Toby patrons, not to mention library patrons!!!

The lack of transparency demonstrated on the part of the administration is enormously disappointing. Should I expect the same back room deals to occur for the Laurel Park TIF looming right around the corner? While the information was shared with SOME Council members, why not ALL? Why hasn't the public been informed and given the opportunity to weigh in? Re-opening the discussion is the only way to remove the cloud. If money is to be redirected-- and we are to believe that no one will drive in the Downtown—perhaps investment in a truly functional transportation system should be prioritized.

In the HCCA-sponsored documentary, “Columbia at 50 –A Bridge to the Future,” it was made clear that one element of Columbia’s success was attributed to developers/builders taking responsibility (through Connecticut General’s financing) to *forward fund* their communities. I see no reason why so highly touted a community as Columbia and Howard County needs to assume so much risk for the developer. WHY does Howard County continue to beg people to build here—and accept whatever they propose--in one of the most affluent and desirable places in the country?

It has been stated that the money previously designated for the garage will now be directed to roads “to speed up development.” Speeding up is likely the most harmful thing we can do when the County is woefully behind in providing adequate public facilities—with little hope in sight. Our school construction needs should be a far greater priority than helping a large corporation improve their bottom line. It came as no surprise when the County was sued by four other developers who regarded the HHC deal as providing HCC an unfair advantage over other builders who must finance their own infrastructure for projects!

Pass CB74-2017 NOW and provide the public with full information and an opportunity for comment before a TIF is reconsidered.

Please also consider passing legislation that would prohibit any HC elected or appointed official, member of the DPZ, DPW, Office of Law, Office of Finance, or Economic Development Authority from accepting employment (salaried or contractual) from any development concern—especially any which is benefitting from TIF financing, other special concessions, or any contract exceeding \$100,000 for a period of 5 years after terminating “public service.”

Respectfully submitted,
Susan Garber

Sayers, Margery

From: Kelly Johnson <ksumme@gmail.com>
Sent: Monday, September 18, 2017 11:20 AM
To: CouncilMail; countyexecutive@howardcountymd.gov
Cc: Jake Cohen
Subject: repeal the TIF, vote for CB74-2017

Dear Executive Kittleman and members of the County Council,

My name is Kelly Johnson, I am a resident of Howard County. I was born and raised here and am now raising my family in this wonderful community. I am also a member of PATH, People Acting Together in Howard.

It has come to my attention that the TIF, which I originally opposed, is now being used differently than was originally proposed and, most alarmingly, without public input or scrutiny.

The reason I first opposed the TIF is simple- our community is great because of the people. Builders and developers want to build here because it is a vibrant growing community. We had no need to give more incentives to the Howard Hughes company to build in a community where they were already going to see vast profits. As I learned more about the issue, it became clear to me that TIFs can be a slippery slope, allowing more freedom with public funds and land than should be given to any private company.

And here we are. I am very disturbed to hear that the negotiations to change the TIF have been taking place in private. These are our communities tax dollars at work and we deserve a voice! The main community proponent of the TIF last time was the Save Merriweather group and other Arts groups. If the TIF is no longer going to fund a community parking garage for Merriweather, then the main community reason for the TIF has disappeared.

I urge the members of the County Council to join Councilwoman Terrasa and Councilman Ball in voting for CB74-2017, to repeal the TIF.

Executive Kittleman, I urge you to bring your negotiations with Howard Hughes out into the open, and include the County Council and PATH (our coordinator, Jake is CCed here) in those negotiations, as a voice of the people. We are the ones who elected you to be our voice, not a voice for Howard Hughes!

Sincerely,
Kelly Johnson

Sayers, Margery

From: Leonardo McClarty <lmclarty@howardchamber.com>
Sent: Monday, September 18, 2017 10:48 AM
To: CouncilMail
Subject: TIF Repeal Letter_9.18.17 - final
Attachments: TIF Repeal Letter_9.18.17 - final.pdf

Please find attached the Howard County Chamber's position on the TIF repeal.

Thanks

Leonardo McClarty



Leonardo McClarty
President/CEO, Howard County Chamber

September 18, 2017

Mr. Jon Weinstein
Chair, Howard County Council
George Howard Building
3430 Court House Drive
Ellicott City, MD 21043

RE: Council Bill 74-2017 - TIF Repeal

Dear Councilman Weinstein:

Like many in Howard County, the redevelopment of downtown Columbia has been a major priority since conversations and public forums began nearly a decade ago. Recent developments in downtown such as the Metropolitan, Little Patuxent Square, the Chrysalis, and One Merriweather have generated a level of excitement and energy that is captivating all who conduct business and live in the downtown area. Unfortunately, this heightened sense of enthusiasm has been hampered by the introduction of Council Bill 74-2017.

The Howard County Chamber of Commerce (Chamber) leadership understands that recent changes related to the Tax Increment Financing (TIF) plan approved earlier this year has caused consternation for some. However, to repeal the TIF legislation currently in place would significantly affect future development thereby slowing down the momentum currently underway. Not to mention, the utilization of TIF as a mechanism for funding infrastructure improvements is suggested and recommended in the downtown Columbia plan.

Of greater concern to the Chamber is the message this legislation would send to the business community and to those considering Howard County as a place of business. Businesses make decisions based upon predictability. The business community looks to government as a reliable partner for economic development, especially when it makes a legislative commitment to a public-private partnership. Changing public policy once dollars have been spent and financing obtained sends a bad message to the private sector.

CB 74-2017 TIF Repeal
September 18, 2017
P. 2

In closing, downtown Columbia is under transformation. The eyes of the region are watching with a great level of expectation. It is our belief that repealing the TIF legislation would significantly dampen development and affect future development countywide. For these reasons, we respectfully ask that Council Bill 74-2017 receive an unfavorable vote from the County Council.

Respectfully,

A handwritten signature in black ink that reads "Leonardo McClarty". The signature is written in a cursive, flowing style.

Leonardo McClarty, CCE
President/CEO, Howard County Chamber of Commerce

CC: Howard County Council
Howard County Board of Directors

Sayers, Margery

From: LINDA Wengel <lwengel@msn.com>
Sent: Monday, September 18, 2017 5:51 PM
To: CouncilMail; Kittleman, Allan
Subject: TIF turnaround

I had been inclined to support the legislation advocating repeal of the Howard Hughes TIF legislation, but I have come to realize that what is really needed is a thorough public airing about how this change came about and ways to proceed that are in the best interest of the citizens of Howard County.

I would like to see the Council spend as much time resolving the current situation as they did during the long negotiation process leading up to passage of the TIF. Thank you for considering a more deliberative approach.

Linda Wengel
(Writing for myself)

Sent from my iPad

Sayers, Margery

From: Frank Hazzard <frank@buzzquake.com>
Sent: Monday, September 18, 2017 6:46 AM
To: CouncilMail
Subject: Repeal the TIF

Dear County Council Members,

The TIF deal was bad when it was passed. Now that Howard Hughes is reneging on the parking garage, it is shameful should be repealed altogether.

I always vote and will remember what you do on this issue.

Frank Hazzard

Sayers, Margery

From: Joel Broida <jbroida1@gmail.com>
Sent: Sunday, September 17, 2017 11:56 PM
To: CouncilMail; countyexecutive@howardcountymd.gov; hcletters@tribune.com; Columbia Flier
Cc: Broida Joel; Wengel Linda; Foehrkolb Lynn; Coombs Kirsten; Fitzgerald Kevin; Eagan Lin; Baker Jeryl; Mungo Tom; Loeber Pat
Subject: Crescent TIF for parking

It is time to carry out a serious and comprehensive assessment of the near as well as long term needs for parking for the Crescent, Merriweather, Symphony Woods Park, the Lakefront Core, and all land within the Mall/Ring Road areas. The current piecemeal approach is the equivalent of “kicking the can”/problem down the time road.

It has become clear that it is essential that you take a hard, honest look at the nature and scope of the needs and requirements for parking and transportation for the present and over the course of the next twenty-five to thirty years. It does not take a rocket scientist or even an ordinary Columbia or Howard County resident to realize that a combination of vehicles and people using Merriweather, the Crescent, Symphony Woods Park, the Lake Kittamaqundi Core, and the Mall/Ring Road work will produce gridlock.

The bottom line is that it is essential that a delay and, more to the point, a moratorium be invoked on any and all future action on the Crescent, Merriweather, Symphony Woods Park, the Lakefront Core, and all land within the Mall/Ring Road areas. The actions already taken by the County Council and County Executive reveal gaping holes in the overall County Downtown Plan that need to be fixed, now and not later when the damage has already been done.....lack of parking, streets, transportation, and more.

PLEASE STOP THE TRAIN, BEFORE NOT AFTER THE COLLISION. It is time to carry out a full and complete assessment followed by open and transparent hearings. Then, it will be time to amend the overall Columbia Downtown Plan to reflect reality. Doing less is both unfair and unreasonable to the tax paying, caring residents.

Thank you, and you can be assured that Howard County citizens expect nothing less from you, our elected officials.

Joel H. Broida, resident of Columbia and Howard County since 1970.

5400 Vantage Point Road Apt. 413

Columbia, MD 21044

jbroida1@gmail.com

410.992.1033

443.996.0095 cell

Sent from my iPad

Sayers, Margery

From: Jean Link <myjeanlink@hotmail.com>
Sent: Sunday, September 17, 2017 10:37 PM
To: CouncilMail
Subject: Repeal TIF

I was opposed to the TIF originally and was disappointed when it was passed. Having read Councilman Ball's concern and new proposal, I totally support it! Please don't let Howard Hughes Corporation totally dictate how Columbia will be run.

I live in Town Center and am a 45 year Columbia resident.

Jean Link
10205 Wincopin Circle
Unit 301

Sayers, Margery

From: Bonnie <bstuart1022@aol.com>
Sent: Sunday, September 17, 2017 8:51 PM
To: CouncilMail
Subject: TIF

Stop the tax increase now!!!!

I agree

Bonnie Stuart

Sent from my iPhone

Sayers, Margery

From: Roy Appletree <roy.appletree@gmail.com>
Sent: Thursday, September 14, 2017 5:04 PM
To: CouncilMail
Subject: CB 74-2017 Testimony
Attachments: TIF Testimony CB 74-2017 - Appletree.pdf

Please accept the attached written testimony in support of the legislation.

Thank you

Roy Appletree

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Roy Appletree
410-312-9044 H
410-707-2640 C

WRITTEN TESTIMONY TO HOWARD COUNTY COUNCIL

Roy Appletree
7230 Single Wheel Path, Columbia

CB 74-2017 TIF REPEAL

September 14, 2017

Position

I strongly support CB 74-2017 and the repeal of the current Downtown TIF. I am open to the reconsideration of a newer TIF.

Previous Testimony

On July 18, 2016, I testified to the following:

I am not opposed to a TIF though this is an unusual application, After all in 2010 you granted a 5,500 residential bonus density. To me the question isn't the "but for". The question for me is the "if not." What is the current physical or economic problem with our Downtown we are trying to fix? We have already established sound zoning for growth. What if the market doesn't catch up for 5 or 10 years? What is we only provide say \$30 million in TIF? What does that buy us? What do we gain or lose?

You may recall my closing statement:

I close with a quote from Donald Trump's "Art of the Deal" and highly recommend it to you and the Administration:

"The worst thing you can possibly do in a deal is seem desperate to make it. . .
.The best thing you can do is deal from strength, and leverage is the biggest strength you can have."

This sophisticated County can do much better.

Concerns

Yesterday I drove through Downtown for the movie premiere of "Columbia at 50". The ride and the movie solidified three of my concerns:

1. Downtown is growing at a rapid pace. It is exciting. It is happening. The new offices, roads and apartment were clearly in the pipeline when you approved a first stage, \$90m TIF. What significant role if any did the not yet executed TIF play?

2. In the movie, Councilwoman Sigaty voiced support for the TIF for the structured parking inherent in the 2010 Plan, and described as a potential use of TIF. Why are we now shifting away from using the TIF for parking? (see point 4)
3. In the movie County Executive Kittleman voiced support for the TIF in order to speed up the process. I believe he said it would be nice to have it completed in 10-15 years, rather than 25 years plus. What is the economic advantage of this to the County? The analysis never examined the tradeoffs between contributing fewer tax dollars to a Howard Hughes project versus a slower but constant building tax base. The entire argument was portrayed as an all or nothing at a given rate of return (or alternatively a beautiful Downtown or a Wal-Mart on the Crescent)

My fourth concern is pure cynicism. I have always heard that the developers have undue influence. None of you has ever heard this from me. However, it was clear that the Council and Executive's ears perked up when they heard one group of developers oppose Howard Hughes, the gorilla developer.

4. Why should anyone believe that the restructuring of the TIF is nothing more than a solution for the lawsuit that has been filed regarding parking? In one way or another all of the TIF bond money being placed indirectly into HH coffers is fungible. Why are the proposed changes nothing more than a sham?

Thank you for reading this testimony.

Sayers, Margery

From: Carol Galbraith <cjgalbraith@aol.com>
Sent: Thursday, September 07, 2017 12:41 PM
To: CouncilMail
Subject: Repeal the TIF

Please repeal the TIF and achieve transparency and due process.

Thank you,

Carol Galbraith

10118 Hyla Brook Road

Columbia 21044

Sent from my iPhone

Sayers, Margery

From: Jon Lemich <jonlemich@gmail.com>
Sent: Wednesday, September 06, 2017 1:48 PM
To: CouncilMail
Subject: Council Bill 74-2017

I support 74-2017 because I don't think developers should get a blank check. If there was a real need for \$90 million of our future tax dollars, then these developers would have had a clear plan for it. Since they're not even settled on what to use the money for, I say repeal it. When they can't even agree on what it's for, it's a sure sign it's just a giveaway to developers.

We need that money for other things. I can think of several things to use it for: New schools in the East side of the county and around this new development. Infrastructure construction to support the new downtown development. New low income and MIHU construction in the HoCo neighborhoods that have too few low/moderate income housing units. And low/no interest revitalization loans to homeowners in the older Columbia neighborhoods surrounding the new development.

Sayers, Margery

From: Keys Botzum <botzumk444@yahoo.com>
Sent: Wednesday, September 06, 2017 1:30 PM
To: CouncilMail
Cc: Terrasa, Jen
Subject: TIF financing - opposed

I'll keep this short and sweet.

I have always been opposed to TIF financing for the downtown. The government should not be subsidizing private interests.

Now that the garage is no longer part of the TIF financing, my opposition only grows stronger.

Keys Botzum
7462 First League
Columbia, MD 21046
40+ year Columbia resident

Keys Botzum
botzumk444@yahoo.com
410-290-6941