

Amendment 2 to Amendment 12 to Council Bill 24-2014

BY: Calvin Ball, Council Member;
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Legislative Day No: 6
Date: May 21, 2014

Amendment No. 2 to Amendment 12

(This amendment conditions the use of funding allocated to the Downtown Columbia Arts and Culture Commission.)

1 Whereas, Council Bill 58-2009, adopted in February 2010, provided a plan for the development
2 of Downtown Columbia; and

3 Whereas, this plan envisioned a thriving and revitalized arts and culture center, including a state
4 of the art event venue at Merriweather Post Pavilion (Merriweather); and

5 Whereas, today, Merriweather is recognized as an artistic treasure to Columbia and Howard
6 County; and

7 Whereas, a renovated Merriweather is central to the Downtown Columbia Plan; and

8 Whereas, the Downtown Columbia Arts and Culture Commission, Inc. (DCACC), a non-profit
9 organization established by the Howard Hughes Corporation in collaboration with Howard
10 County, was created to assume ownership of the renovated Merriweather and to stimulate the
11 arts in Downtown Columbia; and

12 Whereas, in order to accelerate and enhance the renovation and transfer of Merriweather to the
13 DCACC, the County proposes to provide funds to the DCACC to be used as a loan to the
14 Merriweather Post Business Trust for the renovation of Merriweather; and

15 Whereas, the partnership among the County, the DCACC, the Merriweather Post Business Trust
16 (MPBT), and the Howard Hughes Corporation for the redevelopment of Merriweather is
17 established in a non-binding memorandum of understanding (MOU) dated April 10, 2014, which

1 calls for a commercial loan to the Merriweather Post Business Trust from a private lender to
2 provide initial funding for improvements; and

3 Whereas, the County Council wishes to ensure that the renovations proceed at an accelerated
4 pace, that the need for additional parking is resolved, that the provisions of the MOU are
5 followed, and that the DCACC and the developer received necessary assurances that the
6 appropriated funds will be made available to the DCACC for the benefit of the renovation of
7 Merriweather, provided that certain defined conditions are met;

8 Therefore, by this amendment the County Council provides for the appropriation and
9 disbursement of \$8 million in FY 2015 and this amendment conditions the grant of these funds
10 on the establishment of a trust to receive \$7,500,000 appropriated in the FY 2015 Howard
11 County budget as well as \$2,000,000 previously appropriated, and sets forth the following
12 minimum conditions to be satisfied before the trustee may release these funds.

13 Before line 1 insert:

14 “On page 4, before line 1, insert:

15 “Section 12. And Be It Further Enacted by the County Council of Howard County,
16 Maryland, that no funds appropriated by this Act may be disbursed to the Downtown
17 Columbia Arts and Culture Commission (DCACC) until the Board of Directors of the
18 Downtown Arts and Culture Commission and the County shall first execute a grant
19 agreement that provides for the following:

20 (a) Howard County will grant to DCACC \$500,000 upon execution of a grant agreement
21 or on July 1, 2014, whichever is later; and

22 (b) Howard County will establish a bank managed trust (“trust”) to hold the funds
23 appropriated by Howard County for the DCACC, including funds intended to benefit the
24 redevelopment of Merriweather Post Pavilion. Howard County will deposit \$9.5 million
25 appropriated for this purpose on the later of July 31, 2014 or the execution of the Joint
26 Development Agreement as called for in the MOU and execution of a trust agreement
27 between the County and DCACC and a trustee. The trust will pay on a regular basis, but
28 at least annually, to the DCACC any interest income on funds held in trust, less fees

1 associated with the trust. The trustee will release the remaining funds held in trust to the
2 DCACC after it confirms that as a minimum the following conditions have been satisfied:

- 3 • A joint development agreement has been executed, that conforms generally to the
4 executed MOU dated April 10, 2014 and provides for the following: a)
5 availability of the facility to the DCACC and Howard County for use for public
6 school and Howard Community College graduations and other civic, cultural,
7 and community events; b) creating a permanent parking solution for
8 Merriweather and the Crescent; c) that the commercial loan for the renovation of
9 Merriweather be spent first; d) that the DCACC has the right to approve
10 renovation plans and revisions; e) the property will be conveyed to the DCACC
11 by special warranty deed, with good and marketable title, free and clear of all
12 encumbrances; f) the renovations for Merriweather generally listed in Exhibit A
13 and g) a preliminary schedule for required renovations to Merriweather as
14 generally proposed in Exhibit B, attached to this amendment.

- 15
16 • A site development plan (SDP) has been submitted to the Department of Planning
17 and Zoning that conforms generally to the 2004 Ziger Snead Study and to the
18 requirements in Exhibit A attached to this amendment and that includes plans a)
19 to raise the main roof to meet current concert standards, b) to install a sprinkler
20 system for the 932 Club, c) for a new trash and recycling area, and d) for meeting
21 all current building and development codes.

- 22
23 • The SDP has been approved as submitted or as modified by the Planning Board

24
25 (c) The DCACC will submit an annual report to the County Council and the County
26 Executive on the status of the redevelopment of Merriweather, the satisfaction of the
27 terms of the grant agreement and the joint development agreement, the expenditure of
28 funds appropriated by the County, and the activities of the DCACC to accomplish its
29 mission of stimulating arts and culture in Downtown Columbia;
30

1 (d) Any funds in the trust that have not been disbursed by May 21, 2019, shall revert
2 to Howard County, unless the County, the DCACC, the Merriweather Post Business
3 Trust, and the Howard Hughes Corporation agree mutually to an extension of this time
4 period.

5 Also on page 4, in line 1, strike “**Section 12**” and substitute “**Section 13**” and in line 6
6 strike “**Section 13**” and substitute “**Section 14**.”

7

EXHIBIT A

Preliminary Budget

Columbia Town Center Merriweather Post Pavilion Renovation - Redevelopment Budget							
Phase	Description						TOTAL
Phase I	0						
	Master Plan Preparation	\$	75,000				
	FDP Processing	\$	50,000				
	Utility Infrastructure Work	\$	844,992				
	Restroom / Concession A	\$	1,242,122				
	Admin Windows	\$	42,737				
	Soft Costs & OH @ 20%	\$	450,970				
	Phase Sub-total	\$	2,705,821	\$	-	\$	-
Phase II	0						
	Seating & Raise Main Roof		\$	3,032,674			
	New Loge Roofs		\$	1,934,863			
	Site Improvements - Phase 1		\$	582,976			
	Add: New Roof		\$	203,000			
	Box Office 1		\$	438,361			
	Widen Proscenium and New Stage House		\$	864,234			
	Soft Costs & OH @ 20%		\$	1,238,375			
	Phase Sub-total	\$	8,294,483	\$	-	\$	-
Phase III	0						
	Site Improvements East Side			\$	582,976		
	Restroom/Concession B			\$	1,242,122		
	Box Office 2			\$	438,361		
	Restroom /Concession C			\$	1,242,122		
	Soft Costs & OH @ 20%			\$	701,116		
	Phase Sub-total	\$	-	\$	4,206,697	\$	-
Phase IV	0						
	Dressing Room / Catering and new Stage				\$	2,693,296	
	Parking				\$	373,859	
	Soft Costs & OH @ 20%				\$	613,431	
	Phase Sub-total	\$	-	\$	-	\$	3,680,586
Phase V	0						
	Sprinklers In 932 Club					\$	15,600
	New Trash / Recycling Area					\$	80,600
	Soft Costs & OH @ 20%					\$	19,240
	Phase Sub-total	\$	-	\$	-	\$	115,440
TOTALS		\$	2,705,821	\$	8,294,483	\$	4,206,697
						\$	3,680,586
						\$	115,440
						\$	19,003,027

EXHIBIT B

Preliminary Schedule

Phase I to be noted on the Preliminary Schedule

Merriweather Post Pavilion EXHIBIT B - SCHEDULE				
Preliminary Redevelopment Schedule				
ID	Task Name	Duration	Start	Finish
1	Master Plan			
2	Preliminary Program Development	8 ewks	Thu 5/1/14	Thu 6/26/14
3	Final Program and Planning	8 ewks	Thu 6/26/14	Thu 8/21/14
4	Master Utility Plan	12 ewks	Thu 8/21/14	Thu 11/13/14
5	FDP Process			
6	Prepare FDP & Revised Design Guidelines	6 ewks	Thu 6/26/14	Thu 8/7/14
7	Public Process and Planning Board Approval	9 emons	Thu 8/7/14	Mon 5/4/15
8	SDP Process			
9	Prepare SDP Submission Documents	4 emons	Mon 4/6/15	Tue 8/4/15
10	Prepare and Process ECP	5 emons	Mon 4/6/15	Thu 9/3/15
11	Public Process and Planning Board Approval	5 emons	Tue 8/4/15	Fri 1/1/16
12	Design Phase			
13	Phase 1			
14	Building Design	16 ewks	Thu 6/26/14	Thu 10/16/14
15	Site & Utility Design	6 ewks	Thu 9/4/14	Thu 10/16/14
16	Phases 2, 3, 4 and 5			
17	Building Design	9 emons	Mon 4/6/15	Fri 1/1/16
18	Site Design	6 emons	Sun 7/5/15	Fri 1/1/16
19	Construction Phases			
20	Phase 1			
21	* SDP Redline and Administrative Approval	4 emons	Thu 8/21/14	Fri 12/19/14
22	Building Permit	6 ewks	Fri 12/19/14	Fri 1/30/15
23	Construction	5 emons	Fri 1/30/15	Mon 6/29/15
24	Construction Blackout Period	91 days	Mon 6/29/15	Mon 11/2/15
25	Phases 2, 3, 4 and 5			
26	Phase 2			
27	Building Permit	6 ewks	Fri 11/20/15	Fri 1/1/16
28	Construction	5 emons	Tue 11/1/16	Fri 3/31/17
29	Construction Blackout Period	153 days	Fri 3/31/17	Tue 10/31/17
30	Phase 3			
31	Building Permit	6 ewks	Fri 11/20/15	Fri 1/1/16
32	Construction	5 emons	Tue 10/31/17	Fri 3/30/18
33	Construction Blackout Period	153 days	Mon 4/2/18	Wed 10/31/18
34	Phase 4			
35	Building Permit	6 ewks	Fri 11/20/15	Fri 1/1/16
36	Construction	5 emons	Wed 10/31/18	Sat 3/30/19
37	Construction Blackout Period	154 days	Mon 4/1/19	Thu 10/31/19
38	Phase 5			
39	Building Permit	6 ewks	Fri 11/20/15	Fri 1/1/16
40	Construction	5.4 mons	Fri 11/1/19	Tue 3/31/20
41	Substantial Completion	0 days	Tue 3/31/20	Tue 3/31/20

* Contingent upon Howard County approval of SDP redline process to existing SDP