

# Privatisation of Planning Powers and Urban Infrastructures

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Case Study – Germany

from

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## Question 1

*Is there legislation concerning the initiative and/or the drafting of zoning plans and other equivalent documents by private entities? What is the procedure in that legislation and does it guarantee municipal control of planning powers? How is public participation organized in this procedure?*

## 0. Preface

To facilitate understanding of the answer, it is necessary to briefly summarise the basic principles of German urban development law. Article 28(2)1 of the German Constitution<sup>1</sup> guarantees municipalities the right to regulate all local affairs within the law and in their own responsibility. An essential concern of local municipalities is urban development planning, for which they are also responsible by virtue of the planning autonomy bestowed upon them.<sup>2</sup> Planning autonomy affords municipalities the right to plan and regulate the use of land in their own responsibility and to generate land-use plans for this purpose.<sup>3</sup> The non-constitutional basis of German urban development law is the German Federal Building Code (BauGB).<sup>4</sup> Chapter 1 (General urban planning legislation) of the Federal Building Code regulates – among other things – land-use planning, which features two planning levels.<sup>5</sup> These are, firstly the preparatory land-use plan and secondly (legally) binding land-use planning. In preparatory land-use planning the proposed land-use for the entire municipality is outlined in the preparatory land-use plan.<sup>6</sup> The preparatory land-use plan contains e.g. general residential building

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<sup>1</sup> Grundgesetz für die Bundesrepublik Deutschland in der im Bundesgesetzblatt Teil III, Gliederungsnummer 100-1, veröffentlichten bereinigten Fassung, zuletzt geändert durch Artikel 1 des Gesetzes vom 11.7.2012 (BGBl. I S. 1478).

<sup>2</sup> Finkelburg/Ortloff/Kment, Öffentliches Baurecht, 6. Auflage, München 2011, § 5, Rn. 4

<sup>3</sup> Finkelburg/Ortloff/Kment, Öffentliches Baurecht, 6. Auflage, München 2011, § 5, Rn. 1

<sup>4</sup> Baugesetzbuch, in der Fassung der Bekanntmachung vom 23.9.2004 (BGBl. I S. 2414), zuletzt geändert durch Artikel 1 Gv. 22.7.2011 (BGBl. I S. 1509).

<sup>5</sup> Hender/Koch, Baurecht, Raumordnungs- und Landesplanungsrecht, Stuttgart 2009, 5. Auflage, S. 147, Rn. 2

<sup>6</sup> Finkelburg/Ortloff/Kment, Öffentliches Baurecht, 6. Auflage, München 2011, § 5, Fn. 1.

areas, commercial development zones, green areas, agricultural areas and areas reserved for infrastructures.<sup>7</sup> The details of features outlined in the preparatory land-use plan are specified during binding land-use planning, which culminates in the adoption of a binding land-use plan. This plan is extremely detailed and provides plot-level representations of concrete specifications for the type and extent of building-use, plot areas to be built on and local circulation areas both for entire urban areas, as well as for individual plots.<sup>8</sup> A local plan is therefore an instrument employed by the municipality to regulate and influence the use of plots mainly for building purposes. According to Article 30 Federal Building Code, a scheme in the area in which a (qualified) binding land-use plan applies is permissible if it does not contravene its specifications and the provision of infrastructures is ensured.<sup>9</sup> In addition to its contents, the Federal Building Code also regulates the procedure for preparing land-use plans (preparatory land-use plan and legally binding land-use plan).

By virtue of municipal planning autonomy, the development and process of preparing land-use plans are the distinct responsibility of the municipalities. Having said that, however, it is also possible to delegate not only the preparation, but also individual procedural steps to a private third-party. The corresponding legal regulations are given in:

- Article 4b Federal Building Code (Third Party Involvement)
- Article 11 Federal Building Code (Urban Development Contract)
- Article 12 Federal Building Code (Project and Infrastructure Plan)

These instruments will be described below in more detail.

## **1. Third Party Involvement**

The preparation of a land-use plan can be a complicated and time-consuming undertaking that frequently exceeds the scope of the human resources available to smaller municipalities. In 1998 the Spatial Planning Law<sup>10</sup> was passed to enable the procedural steps involved in preparing a land-use plan to be delegated to a third-party.

<sup>11</sup> The legal provision reads as follows:

### *Article 4b Involvement of a Third Party*

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<sup>7</sup> Finkelburg/Ortloff/Kment, Öffentliches Baurecht, 6. Auflage, München 2011, § 5, Fn. 1.

<sup>8</sup> Finkelburg/Ortloff/Kment, Öffentliches Baurecht, 6. Auflage, München 2011, § 8, Rn. 28.

<sup>9</sup> Finkelburg/Ortloff/Kment, Öffentliches Baurecht, 6. Auflage, München 2011, § 5, Rn. 3.

<sup>10</sup> Gesetz zur Änderung des Baugesetzbuchs zur Neuordnung des Rechts der Raumordnung (Bau- und Raumordnungsgesetz 1998 – BauROG) vom 18.8.97 (BGBl. I S. 2081).

<sup>11</sup> Battis, § 4b, in: ders./Krautzberger/Löhr, Baugesetzbuch Kommentar, München 2009, 11. Auflage, Rn. 1

*The municipality may delegate the preparation and implementation of the steps described in Articles 2a to 4a (Federal Building Code) to a third party, in particular, in order to accelerate the land-use planning procedure.*

The process of adopting a land-use plan is normally initiated by the local council <sup>12</sup> in a *resolution to prepare a land-use plan*.<sup>13</sup> Although the resolution to prepare a land-use plan is provided for in Article 2 (1) Federal Building Code, it is not a mandatory part of the planning process.<sup>14</sup> It can, however, only be adopted by the local council. Third parties are not entitled to require the preparation of land-use plan. Neither can such a right be established in a contract.<sup>15</sup>

The decision by the municipality to adopt or amend a land-use plan is to be publicised at the earliest possible time (Article 3(1) Federal Building Code) to ensure public agencies have sufficient the opportunity to voice their opinions on the decision (Article 4(1) Federal Building Code).<sup>16</sup> Such participation must be at an early planning stage to allow the incorporation of any changes and suggestions into the land-use plan.<sup>17</sup> At the same time, the early participation of public agencies pursuant to Article 4(1) Federal Building Code also serves to determine the extent and level of detail of the environmental assessment (scoping). In accordance with Article 4b Federal Building Code, a private third party (planning office) can be charged with the tasks of implementing early participation and preparing the environmental report. The information acquired by early participation is included in the draft land-use plan. Again, a private third part (planning office) can also be charged with drawing up the draft land-use plan. The draft land-use plan is then subjected to a further participation process, which must involve the public (Article 3(2) Federal Building Code) and the public agencies (Article 4(2) Federal Building Code). A private third party can also implement the second stage of the involvement procedure. Such third party draws up plan documents and compiles them for public display in the municipality; it also dispatches them to the respective public agencies. The private third party can also catalogue the opinions and comments provided by the public and the public agencies according to subject matter and use them to prepare a proposal to be put forward for consideration.

<sup>18</sup> However, the ultimate consideration and balancing of public and private interests

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<sup>12</sup> Kuschnerus, Der sachgerechte Bebauungsplan, 4. Auflage, Bonn 2010, S. 438.

<sup>13</sup> Schmidt-Eichstaedt, Städtebaurecht, 4. Auflage, Stuttgart 2005, S. 124

<sup>14</sup> Schmidt-Eichstaedt, Städtebaurecht, 4. Auflage, Stuttgart 2005, S. 129

<sup>15</sup> § 1 Abs. 3 S. 2 BauGB

<sup>16</sup> Schmidt-Eichstaedt, Städtebaurecht, 4. Auflage, Stuttgart 2005, S. 130

<sup>17</sup> Schmidt-Eichstaedt, Städtebaurecht, 4. Auflage, Stuttgart 2005, S. 132

<sup>18</sup> Kuschnerus, Der sachgerechte Bebauungsplan, 4. Auflage, Bonn 2010, S. 504.

remains the responsibility of the municipality.<sup>19</sup> The final resolution on the plan can also only be made by the municipality, as can the resolution to prepare a land-use plan.<sup>20</sup> Once the resolution has been adopted, the preparatory land-use plan and certain binding land-use plans are then presented to the higher administrative authorities for approval. They check for the correctness of the preparation procedure. The approval authority is not authorised to reject any content of the plan.<sup>21</sup> The land-use plan becomes effective by giving public notice of the approval or ordinance decree. Prior to notice of approval, the original plan must be issued in the form of a certificate as verification that the content of the plan is consistent with the will of the municipality.<sup>22</sup> With announcement of the approved plan, all those concerned or interested must also be informed where they can exercise their right of inspection.<sup>23</sup> These procedural steps cannot be delegated to a third party.

Figure 1: Procedural steps involved in the preparation of a land-use plan and their possible delegation to a private third party

<b>Procedural step</b>	<b>Delegation to third party</b>
Resolution to prepare a land-use plan (Article 2(2) Federal Building Code)	Can only be made by the municipality!
Early public involvement (Article 3(1) Federal Building Code)	Realisation of participation
Early involvement of public agencies (Article 4(1) Federal Building Code) and co-ordination with adjoining municipalities (Article 2(2) Federal Building Code)	Realisation of involvement and co-operation with adjoining municipalities
Notification and extent of environmental assessment (scoping)	
Drafting explanatory statement for land-use plan (including environmental report)	Drafting land-use plan by third party (planning office)
Public display of draft land-use plan (Article 3(2) Federal Building Code)	Realisation of participation
Involvement of public agencies (Article 4(2) Federal Building Code)	Realisation of participation
Preparatory land-use plan Declaratory resolution	May be prepared: but resolution can only be adopted by the municipality!
Land-use plan: ordinance decree (Article 10(1) Federal Building Code)	
Approval by higher administrative authority or notification procedure (Article 6(1) and 10(2) Federal Building Code)	-

<sup>19</sup> § 1 Abs. 7 BauGB

<sup>20</sup> Kuschnerus, Der sachgerechte Bebauungsplan, 4. Auflage, Bonn 2010, Rn. 1011 und 1012; Schmidt-Eichstaedt, Städtebaurecht, 4. Auflage, Stuttgart 2005, S. 155.

<sup>21</sup> Schmidt-Eichstaedt, Städtebaurecht, 4. Auflage, Stuttgart 2005, S. 158.

<sup>22</sup> Kuschnerus, Der sachgerechte Bebauungsplan, 4. Auflage, Bonn 2010, Rn. 1027; Schmidt-Eichstaedt, Städtebaurecht, 4. Auflage, Stuttgart 2005, S. 159.

<sup>23</sup> Kuschnerus, Der sachgerechte Bebauungsplan, 4. Auflage, Bonn 2010, Rn. 1035; Schmidt-Eichstaedt, Städtebaurecht, 4. Auflage, Stuttgart 2005, S. 159.

Issuance, advertisement (Sections 6(5) and 10(3) Federal Building Code)	Preparation by third party Announcement must be via official channels (e.g. official journal, notice)
Entry into force (Articles 6 and 10 Federal Building Code)	-
Monitoring (Article 4c Federal Building Code)	No delegation to third party Monitoring must be through the municipality!
Own representation	

For the most part, the tasks delegated to private third parties are limited to drafting the plan and preparing and enabling participation of the public and the public agencies.<sup>24</sup> This partial privatisation of procedural steps contributes to improving the interaction between private enterprise and the municipality.<sup>25</sup> But the role of the third party still remains that of an administrative aide, with no form of official authority.<sup>26</sup> In this respect it is merely a kind of functional privatisation.<sup>27</sup>

The actual formal process of preparing, altering or amending a land-use plan therefore remains unchanged. This applies particularly to the two stages of public participation. The municipality remains responsible for the land-use planning process. When considering its decisions on the land-use plan it must therefore ensure it is in possession of all relevant information from the respective third party.<sup>28</sup> Through its presence during all stages of the process, the municipality must demonstrate firstly that it is still charge, despite enlisting the support of third parties and secondly, that it is eager to involve the public.<sup>29</sup>

## 2. The urban development contract

A versatile instrument in the interaction with private undertakings is the urban development contract in Article 11 Federal Building Code. This is a public-law cooperation agreement between a private third party and the administration<sup>30</sup>; it is also referred to as an 'administration contract'.<sup>31</sup> The Federal Building Code provides a

<sup>24</sup> Schmidt-Eichstaedt, Städtebaurecht, 4. Auflage, Stuttgart 2005, S. 159

<sup>25</sup> Battis, § 4b, in: ders./Krautzberger/Löhr, Baugesetzbuch Kommentar, 11. Auflage, München 2011, Fn. 9.

<sup>26</sup> Finkelburg/Ortloff/Kment, Öffentliches Baurecht, 6. Auflage, München 2011, § 6, Rn. 14.

<sup>27</sup> Mitschang, Steuerung der städtebaulichen Entwicklung durch Bauleitplanung, München 2003, S. 330.

<sup>28</sup> Finkelburg/Ortloff/Kment, Öffentliches Baurecht, 6. Auflage, München 2011, § 11, Rn. 14; Gatz, § 4b, in: Schlichter/Stich (Hrsg.), Berliner Kommentar zum Baugesetzbuch, 3. Auflage, Stand: 8. Lfg./7.2007, Rn. 1.

<sup>29</sup> Löhr, § 11, in: Battis/Krautzberger/ders., Baugesetzbuch Kommentar, 11. Auflage, München 2011, Fn. 2.

<sup>30</sup> Löhr, § 11, in: Battis/Krautzberger/ders., Baugesetzbuch Kommentar, 11. Auflage, München 2011, Fn. 1.

<sup>31</sup> Bunzel/Coulmas/Schmidt-Eichstaedt, Städtebauliche Verträge – ein Handbuch, 3. Auflage, Berlin 2007, S. 20.

number of examples for the subject matter of contracts, some of which are listed below.

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## **2.1 Preparation and realisation of urban development measures**

In addition to adopting the procedural steps for the preparation of a land-use plan described above, in accordance with Article 11(2)1 Federal Building Code, the preparation and realisation of urban development measures by and at the expense of a third party can, for example, also be agreed in what is known as a project-planning contract.<sup>33</sup> These include, in particular, agreements on drawing up urban development planning concepts and land-use plans, including the environment report and any necessary experts' reports, the preparation and organisation of process steps up to and including reordering plot boundaries, restoring soil or demolishing buildings.<sup>34</sup> As already pointed out above, this does not affect the municipality's responsibility for the land-use plan procedure, which remains unchanged.<sup>35</sup> Neither is it possible to establish an obligation to prepare a land-use plan in a contract.<sup>36</sup>

## **2.2 Plan implementation contracts**

The plan implementation contracts described in Article 11(1)2 Federal Building Code serves to promote and safeguard the purposes of land-use planning. Prior to the preparation of a land-use plan, it is possible to enter into contracts with property owners to promote realisation of the planning purpose.<sup>37</sup> A further objective of such agreement could be to provide compensation for any impact on the natural environment, which can thus be safeguarded.<sup>38</sup> In addition, agreements could also be reached on meeting the housing needs of low-income sectors of the population or the local community,<sup>39</sup> which exceed the regulatory possibilities of the binding land-use plan.

## **2.3 Further contracting options**

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<sup>32</sup> Löhr, § 11, in: Battis/Krautzberger/ders., Baugesetzbuch Kommentar, 11. Auflage, München 2011, Fn. 4.

<sup>33</sup> Löhr, § 11, in: Battis/Krautzberger/ders., Baugesetzbuch Kommentar, 11. Auflage, München 2011, Fn. 6.

<sup>34</sup> Finkelburg/Ortloff/Kment, Öffentliches Baurecht, 6. Auflage, München 2011, § 11, Rn. 5.

<sup>35</sup> Finkelburg/Ortloff/Kment, Öffentliches Baurecht, 6. Auflage, München 2011, § 11, Rn. 5.

<sup>36</sup> § 1 Abs. 3 S. 2 BauGB

<sup>37</sup> Löhr, § 11, in: Battis/Krautzberger/ders., Baugesetzbuch Kommentar, 11. Auflage, München 2011, Fn. 10.

<sup>38</sup> Löhr, § 11, in: Battis/Krautzberger/ders., Baugesetzbuch Kommentar, 11. Auflage, München 2011, Fn. 12.

<sup>39</sup> Löhr, § 11, in: Battis/Krautzberger/ders., Baugesetzbuch Kommentar, 11. Auflage, München 2011, Fn. 13 f.

The acceptance of costs resulting from urban development planning, such as the provision of public facilities, can be agreed in a Resultant Costs Agreement pursuant to Article 11(2)3 Federal Building Code.<sup>40</sup> The utilisation of combined heat-power grids and plants or solar systems on buildings can be stipulated in a climate protection agreement pursuant to Article 11(2)4 Federal Building Code.<sup>41</sup>

## **2.4 Limits of urban development contracts**

An important factor when applying urban development contracts is the observance of acceptance levels and admissibility criteria. This applies, first and foremost, to the observance of established law (primacy of law), whereby a contract may not preclude legal requirements.<sup>42</sup> In addition, the contractually agreed performance between a private third party and a municipality must be in proportion to the overall circumstances (prohibition of disproportionate measures).<sup>43</sup> This ensures that the municipality, in its role of sole holder of planning autonomy, does not exploit its position to require excessive counterperformance by third parties.<sup>44</sup> Thirdly, all services agreed in an urban development contract must be directly materially related to the performance contracted by the municipality (prohibition of tying). An urban development contract may not include an existing claim for performance that has already been legally established.<sup>45</sup> Finally, the provisions of the public procurement law must also be observed when entering into an urban development contract.<sup>46</sup>

Article 11(3) Federal Building Code requires urban development contracts to be in writing. Verbal agreements are irregular and therefore invalid.<sup>47</sup> Civil disputes arising between contracting parties can be brought before the administrative court.<sup>48</sup> The preparation procedure for the land-use plan – particularly public involvement – is not affected, as the formal procedure is unaltered and the municipality remains legally

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<sup>40</sup> Löhr, § 11, in: Battis/Krautzberger/ders., Baugesetzbuch Kommentar, 11. Auflage, München 2011, Fn. 16.

<sup>41</sup> Löhr, § 11, in: Battis/Krautzberger/ders., Baugesetzbuch Kommentar, 11. Auflage, München 2011, Fn. 20.

<sup>42</sup> Löhr, § 11, in: Battis/Krautzberger/ders., Baugesetzbuch Kommentar, 11. Auflage, München 2011, Fn. 21; Finklenburg/Ortloff/Kment, Öffentliches Baurecht, 6. Auflage, München 2011, § 11, Rn 10.

<sup>43</sup> Löhr, § 11, in: Battis/Krautzberger/ders., Baugesetzbuch Kommentar, 11. Auflage, München 2011, Fn. 20.

<sup>44</sup> Finklenburg/Ortloff/Kment, Öffentliches Baurecht, 6. Auflage, München 2011, § 11, Rn. 10.

<sup>45</sup> Finklenburg/Ortloff/Kment, Öffentliches Baurecht, 6. Auflage, München 2011, § 11, Rn. 12; Löhr, § 11, in: Battis/Krautzberger/ders., Baugesetzbuch Kommentar, 11. Auflage, München 2011, Fn. 24.

<sup>46</sup> Finklenburg/Ortloff/Kment, Öffentliches Baurecht, 6. Auflage, München 2011, § 11, Rn. 14.

<sup>47</sup> Bunzel/Coulmas/Schmidt-Eichstaedt, Städtebauliche Verträge – ein Handbuch, 3. Auflage, Berlin 2007, S. 54.

<sup>48</sup> Bunzel/Coulmas/Schmidt-Eichstaedt, Städtebauliche Verträge – ein Handbuch, 3. Auflage, Berlin 2007, S. 54.

responsible for drawing up the plan.<sup>49</sup> This means that all formal resolutions must be implemented by the municipality and may not be delegated to a third party.<sup>50</sup>

In practice, urban development contracts have become widely accepted and complement land-use planning in a number of ways.<sup>51</sup>

### **3. Project and infrastructure plan**

A further opportunity for third party involvement is what is known as the project and infrastructure plan (project-related binding land-use plan) as provided for in Article 12 Federal Building Code. This instrument was already provided in the Construction Planning and Approval Regulation (BauZVO) in the GDR in 1990. Its rationale was the provision a legal construction-planning basis to meet the urgent investment needs of the former GDR.<sup>52</sup> Its purpose was to facilitate cooperation with private third parties. With the 1998 spatial planning law, the project and infrastructure plan was integrated into urban planning legislation and has undergone continuous development ever since.

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As the project and infrastructure plan does not constitute an offer but is prepared against the background of a specific project, for which the developer is already known, it is classed as a special (sub-)type of binding land-use plan.<sup>54</sup> The building law is therefore created for a specific project and upon which the plan is based. It is a three-part instrument:

- the project and infrastructure plan
- an agreement of implementation (urban development contract) between the municipality and the Investor and
- the project-related binding land-use plan.

In the project and infrastructure plan the investor specifies the details of the project to be realised on his or her property. These include, in particular, the type and extent of use for building, the plot area to be built on, parking areas, circulation areas and guidelines for immission control. The project and infrastructure plan forms the basis for the agreement of implementation between the municipality and investor. The investor undertakes to carry out the project and all related measures within a specific time and

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<sup>49</sup> BauGB § 11 Abs. 1 S. 1

<sup>50</sup> Battis/ Krautzberger/ Löhr, a. a. O. Fn. 9, S. 272

<sup>51</sup> Finkelburg/Ortloff/Kment, Öffentliches Baurecht, 6. Auflage, München 2011, § 11, Rn. 2.

<sup>52</sup> Finkelburg/Ortloff/Kment, Öffentliches Baurecht, 6. Auflage, München 2011, § 10, Rn. 2.

<sup>53</sup> Krautzberger: Durchführungsvertrag beim Vorhaben- und Erschließungsplan nach § 12 BauGB, [http://www.krautzberger.info/file/page/aufsaeetze\\_vortraege/durchfuehrungsvertrag\\_30062006.pdf](http://www.krautzberger.info/file/page/aufsaeetze_vortraege/durchfuehrungsvertrag_30062006.pdf), S. 1, Zugriff 14.08.12

<sup>54</sup> Finkelburg/Ortloff/Kment, Öffentliches Baurecht, 6. Auflage, München 2011, § 10, Rn. 3.



to allocate planning costs.<sup>55</sup> The municipality then commences the preparation process for the project-related binding land-use plan. The municipality does not usually initiate the process, but rather the investor approaches the municipality with a planning wish and applies for the binding land-use plan procedure to be set in motion.<sup>56</sup> The municipality is obliged to decide on the investor's application. It should be noted, however, that the project-related binding land-use plan does not create the obligation to prepare a binding land-use plan.<sup>57</sup> When the municipality has adopted the project-related binding land-use plan it is then subjected to the standard procedure for drawing up a land-use plan (see above). This entails a two-stage process for the involvement of the public and public agencies, as well as coordination with adjoining municipalities. The justification of the binding land-use plan is also subject of the involvement process, in which all issues related to the agreement of implementation are presented.<sup>58</sup> As described above, this could involve the municipality delegating the preparation and realisation of procedural steps to a third party<sup>59</sup> and can also be included in the agreement of implementation.

As with the delegation of individual procedural steps pursuant to Article 4b Federal Building Code, or the urban development contract pursuant to Article 11 Federal Building Code, the aim of the project-related binding land-use plan is to relieve the municipality of tasks associated with planning and infrastructure and promote third-party initiative.<sup>60</sup>

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<sup>55</sup> Finkelnburg/Ortloff/Kment, Öffentliches Baurecht, 6. Auflage, München 2011, § 10, Rn. 17; Krautzberger, § 12, in: Battis/Ders./Löhr, Baugesetzbuch Kommentar, 11. Auflage, München 2009, Fn. 14.

<sup>56</sup> § 12 Abs. 2 BauGB

<sup>57</sup> Finkelnburg/Ortloff/Kment, Öffentliches Baurecht, 6. Auflage, München 2011, § 10, Rn. 25.

<sup>58</sup> Busse/Grziwotz, VEP – Der Vorhaben- und Erschließungsplan, 2. Auflage, Berlin 2006, Rn. 335.

<sup>59</sup> Busse/Grziwotz, VEP – Der Vorhaben- und Erschließungsplan, 2. Auflage, Berlin 2006, Rn. 337.

<sup>60</sup> Löhr, § 11, in: Battis/Krautzberger/ders., Baugesetzbuch Kommentar, 11. Auflage, München 2009, Fn. 9.

## Question 2

*Is there legislation concerning the involvement of private entities in the control and enforcement of public zoning and building regulations? Are private entities only allowed to perform assessment tasks or can they issue development permits and take follow-up enforcement measures?*

### 0. Preface

To answer the question a distinction must first be made between construction planning law and building regulations law. German building law encompasses all legal regulations on whether a plot can be built upon or used in any other way relevant to land law.<sup>61</sup> In this respect a distinction is made between public and private building law. Public building law encompasses the regulations to be observed in the public interest when a plot is built upon or otherwise utilised.<sup>62</sup> It is divided into construction planning law and building regulations law. Whereas the construction planning law mainly defines possible uses of the soil, the building regulations law is concerned with requirements for the design and construction of a building, building materials and the building permit procedure.<sup>63</sup> Building regulations law arises from municipal building inspection law and deals, in particular, with risk avoidance and construction design.<sup>64</sup>

Legislative powers for public building law are divided between the German government and the federal states. As the government has jurisdiction over land law, it therefore wields the most power with regard to construction planning law.<sup>65</sup> It has used this power to issue the Federal Building Code. An essential instrument of this code is land-use planning in the form of the preparatory and the binding land-use plan.<sup>66</sup> The federal states have jurisdiction over building regulations law.<sup>67</sup> As a result, each of the 16 German federal states has issued a different building regulations law, which only applies in the state in which it has been issued.

### 1. Construction planning law

Construction planning law only allows third parties to draw up draft plans and implement the procedural steps for preparing land-use plans. It is, however, a role limited to that of administrative aide, without any kind of official authority.<sup>68</sup> The municipality still bears responsibility for land-use planning and must make all the

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<sup>61</sup> Büchner/Schlotterbeck, Baurecht, 4 Auflage, Stuttgart 2011, A - Kap. 1, Rn. 2.

<sup>62</sup> Finkelnburg/ Ortloff/ Kment: Öffentliches Baurecht, München 2011, 6. Auflage, § 1, Rn. 1

<sup>63</sup> Garrelmann, Die Entwicklung des Bauordnungsrechts Frankfurt am Main 2010, S. 3.

<sup>64</sup> Büchner/Schlotterbeck, Baurecht, 4 Auflage, Stuttgart 2011, B - Kap. 1, Rn. 50.

<sup>65</sup> Finkelnburg/ Ortloff/ Kment: Öffentliches Baurecht, München 2011, 6. Auflage, § 1, Rn. 2

<sup>66</sup> Finkelnburg/ Ortloff/ Kment: Öffentliches Baurecht, München 2011, 6. Auflage, § 1, Rn. 5

<sup>67</sup> Finkelnburg/ Ortloff/ Kment: Öffentliches Baurecht, München 2011, 6. Auflage, § 1, Rn. 3

<sup>68</sup> Finkelnburg/Ortloff/Kment, Öffentliches Baurecht, 6. Auflage, München 2011, § 6, Rn. 14.

decisions pertaining to it. This applies, in particular, to the decision made at the end of the land-use planning process.<sup>69</sup>

Municipalities are also autonomous in their responsibility to monitor adherence to the provisions of the land-use plan, as well as significant environmental impacts pursuant to Article 4c Federal Building Code (introduced with the Environmental Review) and are not permitted to delegate such tasks.

Pursuant to Article 11 Federal Building Code, enforcement regulations can be included in an urban development contract. Thus, on the basis of a plan implementation contract pursuant to Article 11(1)2 Federal Building Code, a private party could undertake to:

- construct a building,
- utilise a building or a plot in a particular way<sup>70</sup> or
- implement measures to compensate the impact on the natural environment.<sup>71</sup>

The private third party, however, must first apply for any permits required to implement such measures. For example, an application must therefore be made for the building permit required to construct a building. The relevant building permit procedure is specified in the State Building Code (building regulations law) of the respective federal state.<sup>72</sup>

## **2. Building regulations law**

The building regulations law encompasses the building law provisions relating to the construction, use and restructuring of individual buildings.<sup>73</sup> On application by the principal (building application), the public agency responsible conducts a building permit procedure to check whether the requirements for issuing a building permit are fulfilled. The building law authorities must also ensure the building application does not contravene public law regulations.<sup>74</sup> This applies, in particular, to the provisions of construction planning law, building regulations law and ancillary building law (other public law regulations). The inspection in connection with the construction laws must, in particular, ensure that the project conforms to the specifications of a binding land-use plan and that provision has also been made for the infrastructure.<sup>75</sup> Inspection with regard to building regulations law includes, in particular, ensuring the observance of

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<sup>69</sup> Finkelnburg/Ortloff/Kment, Öffentliches Baurecht, 6. Auflage, München 2011, § 6, Rn. 68.

<sup>70</sup> Bunzel/Coulmas/Schmidt-Eichstaedt, Städtebauliche Verträge – ein Handbuch, 3. Auflage, Berlin 2007, S. 101.

<sup>71</sup> Bunzel/Coulmas/Schmidt-Eichstaedt, Städtebauliche Verträge – ein Handbuch, 3. Auflage, Berlin 2007, S. 106.

<sup>72</sup> Büchner/Schlotterbeck, Baurecht, 4 Auflage, Stuttgart 2011, B – Kap. 2, Rn. 129.

<sup>73</sup> Garrelmann, Die Entwicklung des Bauordnungsrechts Frankfurt am Main 2010, S. 3.

<sup>74</sup> Büchner/Schlotterbeck, Baurecht, 4 Auflage, Stuttgart 2011, B – Kap. 2, Rn. 159.

<sup>75</sup> § 30 BauGB

legal regulations on distance spaces, as well as local building regulations.<sup>76</sup> The authority to conduct such inspections and, in particular, issue the building permit lies with the respective public agency holding sole responsibility. Delegation to a third party is not possible.

There have been a number of different attempts to simplify and accelerate the administrative processes involved in the building permit procedure.<sup>77</sup> In addition to the normal building permit procedure, the federal states have also introduced a simplified building permit procedure, in which the building authority responsible employs a condensed version of the examination programme.<sup>78</sup> In this case, only those provisions relating to construction planning law are examined. As it is assumed that the provisions of the state building codes are so explicit that they will be observed by both the principal and the architect, these are no longer subjected to regular checks.<sup>79</sup> With the exception of special buildings (e.g. high-rises), the condensed version of the building permit procedure is now applied regularly.<sup>80</sup> But even with the shortened form, or the decision to waive the preventive examination, the procedure is still the responsibility of the authorities.<sup>81</sup> The principal's obligation to observe public law regulations has thus been increased, although the principal still does not have authorisation to issue a permit.

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<sup>76</sup> Büchner/Schlotterbeck, Baurecht, 4. Auflage, Stuttgart 2011, B - Kap. 2, Rn. 159a.

<sup>77</sup> Garrelmann, Die Entwicklung des Bauordnungsrechts Frankfurt am Main 2010, S. 20.

<sup>78</sup> Garrelmann, Die Entwicklung des Bauordnungsrechts Frankfurt am Main 2010, S. 77.

<sup>79</sup> Garrelmann, Die Entwicklung des Bauordnungsrechts Frankfurt am Main 2010, S. 137.

<sup>80</sup> Garrelmann, Die Entwicklung des Bauordnungsrechts Frankfurt am Main 2010, S. 135.

<sup>81</sup> Garrelmann, Die Entwicklung des Bauordnungsrechts Frankfurt am Main 2010, S. 136.

### Question 3

*Is there legislation concerning the private management of urban infrastructures and public spaces? Is this legislation restricted to single infrastructures and spaces or does it provide a legal framework for the private management of entire neighbourhoods and other urban areas? Is the management of those neighbourhood and areas restricted to owners or neighbours associations or can concessionaires or other private commercial companies perform it? How does it guarantee municipal or public control of management decisions?*

#### 0. Preface

The first part of the answer deals with the general opportunities afforded by public-private partnerships with regard to the creation and administration of urban infrastructures. The second part will take an in-depth look at the possible ways of utilising private initiatives in the urban development sector for the functional and creative improvement of urban neighbourhoods.

#### 1. Public-private partnership

The term public-private partnership (PPP) denotes the cooperation between public institutions and firms or institutions in the private enterprise sector.<sup>82</sup> The service sector provides cooperation opportunities in sewage treatment, waste management and the building and maintenance of transport routes or public buildings.<sup>83</sup> A common method of dealing with these fields is functional privatisation. This involves a partial privatisation or assignment of the responsibility to fulfil an official duty (e.g. building, but not administering a school).<sup>84</sup>

Various PPP models are available. With the *single buyer model* the public authority receives real property set up by a private operator for an agreed limited period and a set sum.<sup>85</sup> With the *leasing model* the public authority rents a property for an agreed sum and has a purchasing option at the end of the lease.<sup>86</sup> With the *contracting model* the private partner assumes certain services, such as the supply of electricity or

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<sup>82</sup> Kochendörfer, Public Private Partnership, in: Henckel/Kuczkowski/Lau/Pahl-Weber/et. al., Planen – Bauen – Umwelt, Wiesbaden 2010, S. 382.

<sup>83</sup> Kochendörfer, Public Private Partnership, in: Henckel/Kuczkowski/Lau/Pahl-Weber/et. al., Planen – Bauen – Umwelt, Wiesbaden 2010, S. 382.

<sup>84</sup> Bundesministerium für Verkehr, Bau und Stadtentwicklung, Gutachten „PPP und Förderrecht“, Berlin 2006, S. 17.

<sup>85</sup> Bundesministerium für Verkehr, Bau und Stadtentwicklung, Gutachten „PPP und Förderrecht“, Berlin 2006, S. 19.

<sup>86</sup> Bundesministerium für Verkehr, Bau und Stadtentwicklung, Gutachten „PPP und Förderrecht“, Berlin 2006, S. 20.

telecommunications, for which regular payments are made. Ownership of the property on which such services are performed usually lies with the public authority.<sup>87</sup>

The legal basis for this type of task assignment is provided in the respective specific laws. Article 22 German Closed Substance Cycle and Waste Management Act (KrWG)<sup>88</sup> allows those obligated to manage waste (municipalities, communities, counties) to delegate their recycling and disposal obligation to a third party. The responsibility of the public authority for the fulfilment of this obligation remains in place until such time as the waste has been finally and properly disposed of. The third party charged with the task must be suitably reliable and trustworthy. In the water management sector, Article 57 Federal Water Act (WHG)<sup>89</sup> provides for the delegation of the sewage disposal obligation to a third party. The transferral of legal obligations in the infrastructural service sector generally covers the entire community. For building projects within the context of a PPP, however, this usually only applies to individual objects such as schools, hospitals, communal buildings or transport infrastructures.<sup>90</sup> PPP projects involving the development of an entire urban area are the exception.<sup>91</sup>

## **2. Private initiative and urban development**

A recent trend in the cooperation with private enterprise in town planning is the Business Improvement District (BID) or Housing Improvement District (HID). A BID is defined as “a public/private partnership in which property and business owners elect to make a collective contribution to the maintenance, development and promotion of their commercial district”<sup>92</sup>. A housing improvement area or district is defined as “an area in a city in which housing improvements in condominium or town home complexes may be financed with the assistance of the city”<sup>93</sup>. The management approach to area revitalisation originated in North America and was introduced here in 2007 with the amendment of the Federal Building Code.<sup>94</sup> In Germany, Article 171f Federal Building Code provides the basis for the introduction of federal state legislation aimed at the

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<sup>87</sup> Kochendörfer, Public Private Partnership, in: Henckel/Kuczkowski/Lau/Pahl-Weber/et. al., Planen – Bauen – Umwelt, Wiesbaden 2010, S. 383.

<sup>88</sup> Gesetz zur Förderung der Kreislaufwirtschaft und Sicherung der umweltverträglichen Bewirtschaftung von Abfällen (Kreislaufwirtschaftsgesetz – KrWG), vom 24.2.2012 (BGBl. I S. 212).

<sup>89</sup> Gesetz zur Ordnung des Wasserhaushalts (Wasserhaushaltsgesetz – WHG), vom 31.7.2009 (BGBl. I S. 2585), zuletzt geändert durch Artikel 5 Absatz 9 des Gesetzes vom 24.2.2012 (BGBl. I S. 212).

<sup>90</sup> Bundesministerium für Verkehr, Bau und Stadtentwicklung, Gutachten „PPP und Förderrecht“, Berlin 2006, S. 15.

<sup>91</sup> vgl. Bundesverband PPP, <http://www.bppp.de/bppp.php/cat/25/title/Fallbeispiele>, Zugriff am 4.9.2012.

<sup>92</sup> DSBS – Departement of Small Business Services, Streetwise& Business Savy, Best Practices and Accomplishments from New York City’s BIDs, New York 2005

<sup>93</sup> Baker/Dyson, House Research, Short Subjects: Housing Improvement Areas, im Internet unter: <http://www.house.leg.state.mn.us/hrd/pubs/ss/sshia.pdf>, Zugriff am 4.9.2012.

<sup>94</sup> Krautzberger, § 171f, in: Battis/ders./Löhr, Baugesetzbuch Kommentar, 11. Auflage, München 2009, Fn. 2.

involvement of private initiatives in urban development areas.<sup>95</sup> Federal state legislation for setting up BIDs has so far been introduced in Bremen<sup>96</sup>, Hamburg<sup>97</sup>, Hesse<sup>98</sup>, North Rhine-Westphalia<sup>99</sup>, Saarland<sup>100</sup> and Schleswig-Holstein<sup>101</sup>. Hamburg was the first of these to introduce the BID law, which now serves as a model for BID laws in other federal states.

Property or local communities enabled in this way are created on the rationale of private responsibility for the development and realisation of measures in a limited area.

<sup>102</sup> According to the current literature, this could involve the partial surrender by municipalities of statutory powers of decision in the urban development sector<sup>103</sup>. However, it can also be argued that measures planned for a specific location in accordance with Article 171f (1) Federal Building Code, can only be implemented on the basis of a concept that is in line with the urban development aims of the municipality. Such a location concept must comply with the urban development purposes of the municipality and not adversely affect them.<sup>104</sup> The municipality must also consider the effects of such private measures on neighbouring areas. After all, the aim cannot be to relocate social grievances or inequalities within a city.<sup>105</sup> The community can object to the creation of a local community if the location concept is not in keeping with urban development aims.

Article 171f Federal Building Code lists a number of possible private initiatives. These include concepts aimed at the reinforcement or development of inner-city areas,

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<sup>95</sup> Roeser, § 171f, in: Schlichter/Stich (Hrsg.), Berliner Kommentar zum Baugesetzbuch, 3. Auflage, Loseblattsammlung, Stand: 17. Lfg./12.2007, Rn. 2.

<sup>96</sup> Gesetz zur Stärkung von Einzelhandels- und Dienstleistungszentren (BGSED) trat am 27. Juli 2006 in Kraft (Brem. GBl. Nr.41, S. 350), zuletzt geändert am 02. Juni 2009 (Brem. GBl. Nr. 26, S. 181).

<sup>97</sup> Gesetz zur Stärkung der Einzelhandels- und Dienstleistungszentren (GSED) trat am 01. Januar 2005 in Kraft (Hmb. GVBl. 2004, S. 525), zuletzt geändert am 27. November 2007 (Hmb. GVBl 2007, S. 405).

<sup>98</sup> Gesetz zur Stärkung von innerstädtischen Geschäftsquartieren (INGE) trat am 01. Januar 2006 in Kraft (Hess. GVBl. I 2005, S. 867).

<sup>99</sup> Gesetz über Immobilien- und Standortgemeinschaften (ISG) trat am 10. Juni 2008 in Kraft (GVBl. NRW Nr. 19 2008, S. 467).

<sup>100</sup> Gesetz zur Schaffung von Bündnissen für Investition und Dienstleistung (BIDG) trat am 07. Dezember 2007 in Kraft (Amtsblatt 2007, S. 2242).

<sup>101</sup> Gesetz über die Einrichtung von Partnerschaften zur Attraktivierung von City-, Dienstleistungs- und Tourismusbereichen (PACT) trat am 13. Juli 2006 in Kraft (GVBl. Schleswig-Holstein 2006, S. 158).

<sup>102</sup> Krautzbberger, in: Ernst/Zinkahn/Bielenberg/ders., Kommentar zum BauGB, Loseblattsammlung Stand: 09/2007, § 171 f BauGB, Rn. 11; Roeser, § 171f, in: Schlichter/Stich (Hrsg.), Berliner Kommentar zum Baugesetzbuch, 3. Auflage, Loseblattsammlung, Stand: 17. Lfg./12.2007, Rn. 3.

<sup>103</sup> Roeser, § 171f, in: Schlichter/Stich (Hrsg.), Berliner Kommentar zum Baugesetzbuch, 3. Auflage, Loseblattsammlung, Stand: 17. Lfg./12.2007, Rn. 3.

<sup>104</sup> Roeser, § 171f, in: Schlichter/Stich (Hrsg.), Berliner Kommentar zum Baugesetzbuch, 3. Auflage, Loseblattsammlung, Stand: 17. Lfg./12.2097, Rn. 7.

<sup>105</sup> Kersten, Business Improvement Districts in der Bundesrepublik Deutschland, UPR 04/2007, S. 121 (121 f.).

community centres, living quarters and commercial centres, as well as other urban-development relevant areas. Possible measures in a BID could include:

- generating a development concept for the BID,
- the provision of general services in the areas of litter and street cleanliness, security or visitor relations,
- the provision of financial means and the realisation of building measures with respective authorised parties,
- plot management,
- realisation of communal advertising measures,
- the organisation of community actions (e.g. street parties, events),
- coordination of the measures to be implemented with public agencies or local enterprises or the
- submission of statements in participation procedures.

All such measures should contribute toward the functional and aesthetic improvement of urban neighbourhoods.<sup>106</sup> Irrespective of whether certain measures are contained in the laws of federal states or not, they always constitute what are referred to as 'on top measures', which do not replace municipal duties but go beyond the scope of the municipal public services.<sup>107</sup> The contractor and the municipality agree the manner of implementation in a public-private agreement, in which the rights and duties of the contracting parties are also specified.<sup>108</sup>

The boundaries of the development area must be also agreed with the municipality and determined in a fixed-term declaration, in the same way as for projects involving the redevelopment or restructuring of urban areas.<sup>109</sup> In fact, boundaries usually correspond to those of a neighbourhood or quarter, whereby other boundaries are also conceivable because as no legal restrictions apply in this regard.<sup>110</sup> But what does become apparent is the link to inner development and structural components.<sup>111</sup>

Measures are financed entirely by appropriating compulsory contributions. The main actors of the scheme are the plot and property owners. The municipality acquires its

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<sup>106</sup> Battis/ Krautzberger/ Löhr, a. a. O. Fn. 9, S. 1218

<sup>107</sup> Kreutz/Krüger, Urban Improvement Districts, in: Jahrbuch Stadterneuerung 2008, Berlin 2008, S. 267; Kersten, § 171f BauGB, in: Spannowsky/Uechtritz, BauGB Kommentar, München 2009, Rn. 53.

<sup>108</sup> Roeser, § 171f, in: Schlichter/Stich (Hrsg.), Berliner Kommentar zum Baugesetzbuch, 3. Auflage, Loseblattsammlung, Stand: 17. Lfg./12.2007, Rn. 12.

<sup>109</sup> Vgl. § 140 S. 1 Nr. 2 BauGB und § 171 b Abs. 1 S. 1 BauGB.

<sup>110</sup> Krautzberger, § 171f, in: Battis/ders./Löhr, Baugesetzbuch Kommentar, 11. Auflage, München 2009, Fn. 2; Schmidt-Eichstaedt, in: Brügelmann, Kommentar zum BauGB, Loseblattsammlung Stand: 06/2007, § 171 f BauGB, Rn. 11; ebenso Kersten, § 171 f, in: Spannowsky/Uechtritz, BauGB Kommentar, München 2009, Rn. 28.

<sup>111</sup> Finkelnburg/Ortloff/Kment, Öffentliches Baurecht, 6. Auflage, München 2011, S. 449.



legal legitimization from laws adopted to levy contributions and structure the organisation.<sup>112</sup> Following a public involvement procedure in which the BID or HID is presented for public scrutiny, a resolution is adopted to establish the project, whereby all financing parties are invited to express their opinions. Depending on the legally required quorum, either a 51- or a 70-percent majority is required for the municipality to adopt a resolution to set up a BID/HID.<sup>113</sup>

In all events, the planning autonomy of the municipality remains unaffected, as only in agreement with the municipality are private players given the authority to act on their own initiative, through their own financial means and in a specified area. In the same way as the municipality can accept a concept and its boundaries, it can also – after weighing up public and private interests – reject an application to set up a BID or HID. This is also possible even if it has been voted for by the city parliament, as formal approval by the local council is not required.<sup>114</sup>

### **Example: Business Improvement District ‘*Neuer Wall*’ – Hamburg**

An example of such a BID is the *Neuer Wall* project in Hamburg. The basis for the BID is a law passed in 2004 that aimed at the promotion of retail, service and commercial centres (GSED). The *Neuer Wall* project, the first Business Improvement District of its kind, was set up as early as 2005.<sup>115</sup> *Neuer Wall* is a business area featuring small, up-market retail businesses. The project was accomplished in cooperation with the administrative bodies and involved the complete refurbishment of public spaces, including paving, street furniture and green areas. Other measures were a joint presentation and advertising campaign, as well as security, public order and cleanliness management through private service providers.<sup>116</sup> All measures are financed with contribution payments by the property owners.<sup>117</sup> In 2010, they agreed to extend the BID to 2015.<sup>118</sup> A total of 10 BIDs have so far been set up in Hamburg alone.<sup>119</sup>

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<sup>112</sup> Wiezorek, Business Improvement Districts und Housing Improvement Districts, in: Henckel/Kuczkowski/Lau/Pahl-Weber/et. al., Planen – Bauen – Umwelt, Wiesbaden 2010, S. 90.

<sup>113</sup> Wiezorek, Business Improvement Districts und Housing Improvement Districts, in: Henckel/Kuczkowski/Lau/Pahl-Weber/et. al., Planen – Bauen – Umwelt, Wiesbaden 2010, S. 90.

<sup>114</sup> Schmidt-Eichstaedt, in: Brügmann, Kommentar zum BauGB, Loseblattsammlung Stand: 06/2007, § 171 f BauGB, Rn. 12 ff.

<sup>115</sup> <http://www.otto-wulff.de/unternehmen/aktuelles/der-neue-wall-hat-gewonnen.html> Zugriff am 4.9.2012.

<sup>116</sup> Welt Online, In Hamburg heißt es: Bitte ein BID!, im Internet unter: [http://www.welt.de/print/die\\_welt/hamburg/article108520537/In-Hamburg-heisst-es-Bitte-ein-BID.html](http://www.welt.de/print/die_welt/hamburg/article108520537/In-Hamburg-heisst-es-Bitte-ein-BID.html), Zugriff am 5.9.2012.

<sup>117</sup> <http://www.bid-neuerwall.de/neuer-wall/bid-projekt/rahmenbedingungen.html> Zugriff am 4.9.2012.

<sup>118</sup> Neuer Wall Hamburg, im Internet unter: <http://www.bid-neuerwall.de>, Zugriff am 5.9.2012.

<sup>119</sup> Business Improvement Districts, im Internet unter: <http://www.hamburg.de/bid-projekte/>, Zugriff am 5.9.2012.

### **Example: Housing Improvement District ‘Steilshoop’ Hamburg**

One of the most significant residential projects to be realised in Germany in the 1970s was the large housing estate *Steilshoop* in the Wandsbek area of Hamburg. The estate was designed as a double row of apartment blocks with a central pedestrian area. Each of the 20 blocks covers an area of 90 x 150 metres and has up to 13 floors. On its completion in 1976 it provided housing accommodation for a total of 23,000 people.<sup>120</sup> It was classified as a redevelopment area in the 1990s to improve the urban development quality of the estate, which was under attack owing to the high concentration of people on a low-income in high structural density.

Plans to upgrade the area by creating an innovation quarter have been under way since 2006. Measures include restructuring the central pedestrian axis, additional street cleaning and green area care, as well as the implementation of an orientation concept and a joint district marketing strategy.<sup>121</sup> Players involved are the property owners and residents, neighbourhood management team and various Hamburg city authorities. The prospective ultimate unit of responsibility for implementing the measures is the Otto Wulff BID GmbH in cooperation with ProQuartier Hamburg GmbH. The cost of implementing the measures proposed for the innovation neighbourhood is estimated to be around 4,112,450 euros, which will come from property owners' contributions.<sup>122</sup> The location concept was put on public display at the beginning of 2012 and reached the acceptance quorum required to establish a BID.

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<sup>120</sup> Reinborn, Städtebau im 19. und 20. Jahrhundert, Stuttgart 1996, S. 266.

<sup>121</sup> Freie und Hansestadt Hamburg, Behörde für Stadtentwicklung und Umwelt, Projektblatt HID Steilshoop, im Internet unter: <http://www.hamburg.de/contentblob/2641682/data/steilshoop-projektblatt.pdf>, Zugriff am 6.9.2012.

<sup>122</sup> InQSteilshoop, Antrag auf Errichtung eines Innovationsquartiers [http://www.inq-steilshoop.de/dokumente/InQ-Steilshoop\\_Antragsunterlagen.pdf](http://www.inq-steilshoop.de/dokumente/InQ-Steilshoop_Antragsunterlagen.pdf), Zugriff am 6.9.2012.