

**THE PLANNING COMMITTEE
OF THE COMMON COUNCIL**

125 East Avenue

P.O. Box 5125

Norwalk, CT 06856

TO: MEMBERS, PLANNING COMMITTEE OF THE COMMON COUNCIL
FROM: NICK KYDES, CHAIRMAN
DATE: AUGUST 29, 2013
RE: MEETING NOTICE

.....
The next scheduled meeting of the Planning Committee of the Common Council will be held on **Thursday, September 5, 2013 at 7:30 pm** in Room 231 in Norwalk City Hall. Please Note the Time and Location.

PLANNING COMMITTEE OF THE COMMON COUNCIL

**September 5, 2013
7:30 PM**

A G E N D A

CALL TO ORDER

ROLL CALL

PUBLIC PARTICIPATION

I. APPROVAL OF MINUTES – July 15, 2013 Special Meeting

II. BUSINESS

A. CDBG

1. Proposed Amendment to PY39 Annual Action Plan to Account for Greater than Anticipated PY39 CDBG Funding
 - (a) Approve advancing Proposed Substantial Amendment to the full Common Council for its review and consideration of approval
2. Status of Sub-recipient Contracts and Entitlement
3. Request for a Public Hearing regarding the PY39 CAPER to be held on October 3, 2013 at 7:00 PM

B. HARBOR LOOP TRAIL

1. Reassignment of Contract with Stantec
2. Proposed Contract Amendment

III. NEW BUSINESS

IV. OLD BUSINESS

ADJOURNMENT

**CITY OF NORWALK
PLANNING COMMITTEE OF THE COMMON COUNCIL
SPECIAL MEETING
JULY 15, 2013**

ATTENDANCE: Douglas Hempstead, Acting Chair; Matthew Miklave, Carvin Hilliard, Michael Geake, Bruce Kimmel, Warren Peña

STAFF: Timothy Sheehan, Redevelopment Agency; Susan Swietzer, Redevelopment Agency; Charles Brown, NEON Facility Manager; Chiquita Stephenson, NEON Chief Operating Officer.

PUBLIC HEARING

Substantial Amendment to the City of Norwalk's PY39 Annual Action Plan.

Mr. Hempstead called the public hearing to order at 7:34 p.m. He asked if there was any member of the public present who wished to address the Committee regarding the amendment to the City's PY39 Annual Action Plan. No one came forward. Mr. Hempstead repeated the question twice. No one came forward. Mr. Hempstead then closed the public hearing on the City of Norwalk's PY39 Annual Action Plan at 7:35 p.m.

CALL TO ORDER.

Mr. Hempstead called the Planning Committee meeting to order at 7:35 p.m.

ROLL CALL.

Mr. Hempstead called the roll. A quorum was present.

APPROVAL OF THE MINUTES - JUNE 17, 2013.

**** MR. GEAKE MOVED THE MINUTES OF JUNE 17, 2013.**
**** THE MOTION TO APPROVE THE MINUTES OF JUNE 17, 2013 AS SUBMITTED PASSED UNANIMOUSLY.**

PUBLIC PARTICIPATION.

No one from the public wished to address the Committee at this time.

**** MR. GEAKE MOVED TO CONSIDER THE FOLLOWING ITEM FIRST:**

CDBG

**NEON REQUEST FOR EXTENSION ON PY38 CDBG AWARD FOR
RENOVATION TO BATHROOMS AT BEN FRANKLIN**

**A. CONSIDER NEON REQUEST FOR EXTENSION TO PY38 CDBG AWARD
FOR THE RENOVATION OF NCDP BATHROOM AT BEN FRANKLIN AND
ISSUE A RECOMMENDATION TO STAFF AS TO HOW IT SHOULD
PROCEED.**

**** THE MOTION PASSED UNANIMOUSLY.**

CDBG

NEON Request for Extension on PY38 CDBG Award for Renovation to Bathrooms at Ben Franklin

a. Consider NEON request for extension to PY38 CDBG award for the renovation of NCDP bathroom at Ben Franklin and issue a recommendation to staff as to how it should proceed.

Mr. Sheehan said that there was a 30 day extension approved by the Committee for NEON to provide evidence of the matching funds. He then gave a summary of the discussion at the previous meeting and the staff's actions.

Mr. Miklave asked for a copy of the letter from Mr. Carney to NEON regarding the 30 day extension requesting NEON to provide evidence of the matching funds. Mr. Sheehan said that Mr. Carney had called NEON about this. Ms Chiquita Stephenson, NEON's Chief Operating Officer, came forward and distributed copies of a letter from Price Line regarding a matching donation. She added that NEON could provide copies of the checks if needed.

Mr. Miklave suggested that sending this item directly to the Council would be the least complicated course. Any amendments could be made there. He then asked if the issue regarding the deadline would be problematic. Mr. Sheehan explained that the timeline was for the Redevelopment Agency to prove to HUD that the funding was being spent appropriately.

Mr. Hempstead asked if there were any additional delays anticipated. The NEON representative said that the project was ready to go out to bid.

Mr. Miklave suggested that the original resolution be sent to the Council while Mr. Sheehan drafts up a document with the adjusted language to be brought forward to the Council.

**** MR. HEMPSTEAD MOVED THAT THE PLANNING COMMITTEE FORWARD TO THE COUNCIL THE INFORMATION ON THE MATCHING FUNDS AS NOTED IN THE PLANNING COMMITTEE MINUTES OF JUNE 17, 2013.**

Discussion followed about when the project would be able to go out to bid. The length of the extension will be set and approved by the Council.

Mr. Pefia said that he would like to have copies of the checks since he was not comfortable with the document. He said that he wanted to be sure that everything has been complied with.

**** THE MOTION FOR THE PLANNING COMMITTEE TO FORWARD TO THE COUNCIL THE INFORMATION ON THE MATCHING FUNDS AS NOTED IN THE PLANNING COMMITTEE MINUTES OF JUNE 17, 2013 PASSED UNANIMOUSLY.**

BUSINESS.

Wall Street Redevelopment Plan Area.

a. Review and approve the draft terms and conditions as set forth in the draft Option Agreement between THE CITY OF NORWALK, CONNECTICUT, AND HEAD OF THE HARBOR SOUTH, LLC and advance such document to the Office of Corporation Counsel for written comment.

Mr. Sheehan explained that the Committee had reviewed the term sheet previously. Mr. Miklave said that the Committee has the authority to send this to the Council, but he felt that it did not have the authority to send this to the Corporation Counsel.

The City will be getting fair market value for the land. Mr. Sheehan explained the various things that the City would be responsible for and those which the developer would be responsible for. There is a schedule of the public improvements that would be required and the developer agreed to. Mr. Sheehan said that there had been discussion about whether there should be an LDA, but at the end of the day, it was not thought that the amount of property would warrant an LDA. Options would be the more appropriate method for this project.

Mr. Hempstead asked about the timeline. Mr. Sheehan said that it was 90 days after the approval of the agreement on page 3. "In the event that the abandonment by the City of Smith Street to the Redeveloper and any applicable appeal period has not been completed by January 2015, then the June, 2015 date hereinabove set forth in this paragraph shall automatically be extended to the earlier date upon which the Smith Street abandonment has been completed and all appeal periods have expired or June, 2015." Discussion followed.

Mr. Pefia asked if the developer was ready to move on this project. Mr. Sheehan said that the developer had already started the environmental approval process. There are two small pieces that Zoning has to approve, but it is expected that these applications will be approved. The road abandonment will be a lengthy process.

Mr. Miklave pointed out that this project has been underway for the last eight years and he did not want to raise people's hopes. Mr. Pefia said that the developer seems to be very reputable.

He said that when there is a good relationship with the developers, the Council should do everything possible to move the project forward.

Discussion followed about whether or not the Committee had the authority to send this to the Council or to send it to the Corporation Counsel.

**** MR. MIKLAVE MOVED TO TABLE THE ITEM FOR COMMENTS BY THE CORPORATION COUNSEL.**

Mr. Sheehan said that Corporation Counsel would want to know if the Committee approved the terms. Mr. Hempstead replied that the Committee had approved the draft form.

**** THE MOTION TO TABLE THE ITEM PASSED UNANIMOUSLY.**

WEST AVENUE CORRIDOR REDEVELOPMENT PLAN.

1. Discussion of the proposed Academy Street Extension

Mr. Sheehan said that what the Agency was ultimately looking for with Academy Street was the understanding that there was a need for an extension, or whether the City wanted to move forward on the design/build plan. This project will most likely require City/State and Federal support. How committed the City is to this project will determine whether the City should start conversations with the State and Federal funding. The development work is advancing and it may preclude the City's ability to have the Academy Street Extension in the future. Discussion followed about the development phases.

Mr. Kimmel said that he was unclear about the need for this project. Mr. Sheehan said that without the Academy Street Extension, the traffic counts on Harbor would increase dramatically. Discussion followed.

Mr. Miklave said that he thought the concept of opening up Academy for more traffic was great, but that it was unrealistic. He then said that the City had difficulty maintaining the paving of roads and there were numerous neighborhoods that flooded routinely. Mr. Sheehan agreed and said that unfortunately, the City would not be able to revisit this in five years because of the ongoing development. He said that it would be important to know if the Redevelopment Agency should move forward into design phase. Mr. Miklave said that he felt this would be a good question for the Mayor and the full Council to discuss. He suggested possibly drafting a resolution and sending it out to the various entities for feedback. Discussion followed about how to distribute the cost of a shared public improvement.

ADJOURNMENT.

**** MR. HILLIARD MOVED TO ADJOURN.**

**** THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 8:45 p.m.

Respectfully submitted,

Sharon L. Soltes
Telesco Secretarial Services

**THE PLANNING COMMITTEE
OF THE COMMON COUNCIL**

125 East Avenue
P.O. Box 5125
Norwalk, CT 06856

TO: MEMBERS, PLANNING COMMITTEE OF THE NORWALK COMMON COUNCIL

FROM: TAMI STRAUSS, DIRECTOR OF COMMUNITY PLANNING AND DEVELOPMENT

DATE: AUGUST 22, 2013

**RE: REQUEST FOR APPROVAL OF PROPOSED AMENDMENT TO PY39 ANNUAL ACTION
PLAN TO ACCOUNT FOR GREATER THAN ANTICIPATED PY39 CDBG FUNDING**

As presented to the Committee at the June 17th meeting, as administrator of the City of Norwalk's Community Development Block Grant Program (CDBG), the Redevelopment Agency sought a substantial amendment to the City's Annual Action Plan in order to allocate the additional \$95,953 in CDBG funding awarded to the City of Norwalk for Program Year 39 (July 1, 2013 – June 30, 2014) and to authorize the inclusion of "planning" as an eligible activity under the City Neighborhood Program.

SUMMARY OF PROPOSED AMENDMENT

The proposed amendment, provided in Attachment A, would maximize the City's support to FY14/PY39 activities that further the affordable housing goals of the City's Housing Strategy by amending the City's PY39 Annual Action Plan to fund the following activities with CDBG funding:

Program	Annual Action Plan	Amendment	Total
Person-to-Person Emergency Financial Assistance Program	\$4,946.00	\$5,953.00	\$10,899.00
Domestic Violence Crisis Center's SafeHouse	\$25,000.00	\$50,000.00	\$75,000.00
Norwalk Housing Authority – 20 West Avenue	\$8,510.00	\$40,000.00	\$48,510.00

The intention of this proposed amendment is not to alter the amounts of the individual grants as approved by the Common Council, but to contain them to the CDBG program.

Additionally, the inclusion of "Planning" as an eligible activity under the City Neighborhood Program will not alter the City Neighborhoods grant amount as approved by the Common Council.

CITIZEN PARTICIPATION: A public hearing regarding this proposed amendment was noticed on July 2 and July 9 in *The Hour* newspaper and held at the Planning Committee meeting on Monday, July 15, 2013. No members of the public were present who wished to address the Committee regarding the amendment.

Substantial amendments to the City's Annual Action Plan are subject to a 30-day public comment period. The public comment period was noticed on July 2 and July 9 in *The Hour* newspaper as Tuesday, July 16 through Wednesday, August 14, 2013. No comments were received from the public.

REQUESTED ACTION: *Approve advancing proposed substantial amendment to the full Common Council for its review and consideration of approval.*

ATTACHMENT A

**City of Norwalk
Community Development Block Grant Program
Substantial Amendment**

The City of Norwalk is undertaking a substantial amendment to its CDBG PY39 Annual Action Plan (AAP) for Housing and Community Development in order to account for the revised annual entitlement of \$903,345, a \$95,953 increase in the estimated CDBG line of credit, by using such funding to fully fund the following sub-recipient organizations:

Program	Annual Action Plan	Amendment	Total
Person-to-Person Emergency Financial Assistance Program	\$4,946.00	\$5,953.00	\$10,899.00
Domestic Violence Crisis Center's SafeHouse	\$25,000.00	\$50,000.00	\$75,000.00
Norwalk Housing Authority – 20 West Avenue	\$8,510.00	\$40,000.00	\$48,510.00

In so doing, the amounts of the individual grants as approved by the Common Council are not altered, but the costs are contained to the CDBG program.

Further, the City is authorizing the inclusion of "Planning" as an eligible activity under the City Neighborhood Program, as subject to the 20% planning and administrative cap imposed by the U.S. Department of Housing and Urban Development.

**THE PLANNING COMMITTEE
OF THE COMMON COUNCIL**

125 East Avenue

P.O. Box 5125

Norwalk, CT 06856

MEMORANDUM

TO: MEMBERS OF THE PLANNING COMMITTEE
FROM: TAMI STRAUSS, COMMITTEE STAFF
DATE: AUGUST 29, 2013
RE: CDBG CONTRACTING AND ENTITLEMENT STATUS

The City's Annual Action Plan for Program Year 39 has been approved by HUD. Draft contracts have been sent out to all 23 sub-recipients, including the Redevelopment Agency, to review and provide a corporate resolution accepting the terms and conditions set forth in the contract, which are primarily HUD regulatory requirements. Those contracts are generally due from the sub-recipients by August 30, 2013. To date the Agency has received nine completed contracts of which two are Redevelopment Agency-related. Staff has authorized one contract to extend beyond the August 30th deadline due to the organization's board meeting schedule. Staff remains hopeful that contracts will be delivered by the deadline and will provide an up-to-date assessment at next Thursday's meeting.

Of additional concern and a bit problematic is that the calendar is advancing into September and as of today the City has not received its annual entitlement allocation. This is not unprecedented. Previously, the Redevelopment Agency would authorize the advancement of funding, at its own risk, to the CDBG sub-recipients in order to cover the window of time between the beginning of the program year and the date in which the entitlement funding was made available to the City. Given budget uncertainty in Washington, the Agency is not inclined to make a prospective funding advancement this year. The lack of programming funding will obviously delay contract execution as contracts will not be signed until the funding is secured. This delay will likely result in timeliness issues regarding the completion of some sub-recipients' projects by the end of the fiscal year.

Finally, please note the attached letter that was submitted by Reverend Ingraham on behalf of the Fair Housing Advisory Commission (FHAC). As we understand it, the FHAC seeks to make modifications to both the scope and budget of the Fair Housing Legal Seminars Project that was previously approved by the Common Council and the Committee.

In addition, the FHAC has put forward various questions concerning the standardized CDBG contract. The Redevelopment Agency has provided a response to the letter, which is attached to this memo, yet it does not have the implicit authority to arbitrarily change the scope and budget of the grant as approved by the Common Council without having secured authorization to do so. Therefore, the Agency has instructed the FHAC to approve an action making such a request for modification and submit to both the Common Council and the Committee for further consideration. Should the Committee and the Council be so inclined to accommodate the request the Agency will so modify as directed.

ACTION:

No action of the Committee requested at this time.

NORWALK DEVELOPMENT AGENCY

August 21, 2013

Reverend Dr. Jeffery Ingraham, Chair
Fair Housing Advisory Commission
137 East Avenue, 2nd Floor
Norwalk, CT 06851-5702

Dear Reverend Ingraham:

I write in response to your letter regarding the proposed Fair Housing Advisory Commission (FHAC), Community Development Block Grant (CDBG) contract and its related programming. The Redevelopment Agency, Planning Committee and Common Council are all fully aware of the FHAC's programming intention with regards to the CDBG grant currently advancing into contract. The programming described in your application was reviewed by each entity and was the basis for the subsequent award allocation referenced in the contract provided.

Your letter of August 12, 2013 suggests that the FHAC now seeks a budget and scope modification to the awarded application. If this is the FHAC's intent, please provide the FHAC action requesting such formal consideration to Mr. Kydes the Chairman of the Planning Committee and Mr. Hempstead, President of the Common Council so that they may direct the Redevelopment Agency as how the Planning Committee and the Common Council wish to proceed with this request.

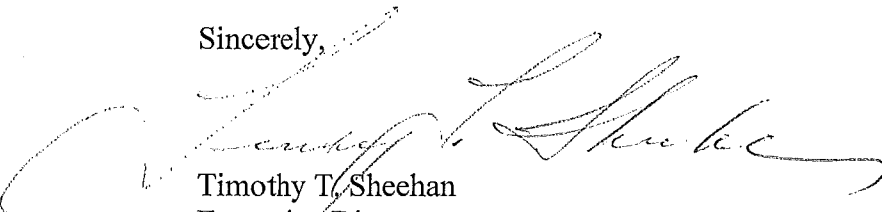
-As to the FHAC's various comments regarding the existing award contract, the following response is provided:

1. The FHAC will be a contract sub-recipient to the Redevelopment Agency based on the City's administrative contract with the Agency for the CDBG funding that is the basis of the contract.
2. Funding for the FHAC contract while derived from the administrative allocation of the overall entitlement does not restrict it to administrative costs only.
3. The Agency is willing to modify those portions of the contract related to income verification, but will require evidence of households served by the FHAC.
4. The Norwalk CDBG program is a reimbursable program as stated in the Notice of Funding Availability (NOFA).
5. The Redevelopment Agency will accept sign-in sheets and data logs from the FHAC as evidence of satisfactory program performance.
6. No modification will be made to Paragraph 3 unless the FHAC can provide supporting evidence that it is not a "governmental entity".
7. The Grantee responsibilities reside with the FHAC as the applicant. As such the determination of how best to fulfill these responsibilities rests with the FHAC.
8. Neither the City or the Redevelopment Agency will concede any of the HUD prescribed monitoring and compliance functions referenced in your letter.

9. The Redevelopment Agency does not offer to sub-recipients legal opinions as to their ability to meet the contractually required conflict of interest provisions.
10. The Agency will modify the address to that which you have designated.
11. The programming issues raised in your letter require a program modification and a budget revision. The procedure for putting forward such a request has been previously referenced in this letter.

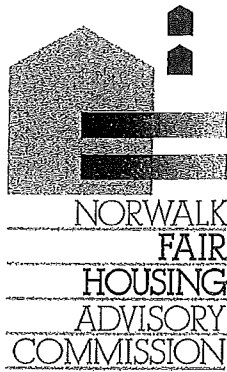
I hope this response proves helpful to the FHAC and I again thank the Commission for its continued interest in Norwalk's CDBG Program.

Sincerely,



Timothy T. Sheehan
Executive Director

Richard A. Moccia, Mayor
Douglas E. Hempstead, Common Council President
Nicholas D. Kydes, Planning Committee Chairman
FHAC, Commissioners



August 12, 2013

VIA HAND DELIVERY

Ms. Tami Strauss
Norwalk Redevelopment Agency
125 East Ave., P.O. Box 5125
Norwalk, CT 06856-5125

RE: Award by Common Council of \$14,000 in administration funds associated with the CDBG
program and your proposed contract

Dear Ms. Strauss:

Thank you for providing the Fair Housing Advisory Commission (FHAC) with a proposed contract so that we may fulfill our pledge to the City, and the City may fulfill its pledge to HUD, to provide Fair Housing Law Seminars in Norwalk. As you know, we were awarded administration funds in the amount of \$14,000.

It is the intention of the FHAC to provide 3-4 Fair Housing Law Seminars, in low-moderate income census tracts (Low-Moderate Area Benefit). One or two seminars will be provided in English, and one each in Spanish and Creole.

It is the FHAC's intention, and HUD's requirement under the Limited English Proficiency (LEP) regulation, that professional translators be used to translate power point presentations, advertising, hand-out materials, and any necessary oral translations at the programs. Professional presenters, likely Fair Housing attorneys, will be engaged to make the law presentations.

The original plan was for Norwalk's Fair Housing Officer (FHO) to do the presentations in English, but given the proposed contract which would make that a conflict of interest, subjecting her to termination of employment, the FHAC intends to contract with other Fair Housing attorneys to act as presenters for this program.

The costs of this multi-lingual program are anticipated to be close to \$14,000. It is not likely that there will be sufficient funds remaining to videotape and do post production work on the videos, and therefore, the program planned at a cost of \$19,670 will be reduced so that, as Mayor Moccia said, "a meaningful program" can be provided for the lower amount allocated, \$14,000. Should another source of funding become available, or should the FHAC find it can add the videotaping services back in within the \$14,000 budget, it will do so.

Detailed comments follow. If you would like to provide us with this document in word, we can redline it with proposed revisions. Otherwise, the revisions needed are as follows.

Overview: There are two overarching concerns with the contract: (1) it appears to both require and prohibit the same things and (2) as stated above, it appears to require the FHAC to provide the exact program it originally proposed at a cost of \$19,670, for the awarded \$14,000. See, page 2, scope of services section which is word-for-word identical to the program originally proposed by the FHAC.

Discussion and Identification of Issues:

Whereas Clauses: In the "whereas" clauses, first page, 4th and 5th "whereas" clauses are incorrect. The Redevelopment Agency did not decide to engage the FHAC as its subgrantee or subcontractor. The Planning Committee recommended and the Common Council awarded the FHAC \$14,000 from the "admin funds" otherwise awarded to the Redevelopment Agency, and the FHAC was specifically denied CDBG funding and given alternate funding instead.

Scope of Services: As stated above, the FHAC needs to be able to tweak the proposed program so that a meaningful program can be provided at the awarded cost of \$14,000.

Also, the proposed contract appears to limit spending to "administration". See the last page of the contract, headed "Community Development Project Annual Budget". This page does not reflect the FHAC's proposed budget. Other categories shown on this Community Development Project sheet; like personnel services, travel, equipment and subcontracts, do not appear to be allowed. Does that mean the FHAC cannot pay personnel or subcontractors, for example, even though we will need presenters and translators?

If the FHAC can only spend on "administration", which is usually salary, this requirement conflicts with the prohibition found in the Second Amended Consent Decree which prohibits the FHAC from spending money it receives from sources other than the City operating budget on the Fair Housing Officer's salary.

In the second paragraph under this heading, it inconsistently says that performance will be evaluated based upon the number of households served and the percentage that are low income, and that satisfactory performance shall be defined as Area Benefit¹. Prior to applying for this CDBG program, HUD confirmed that the Fair Housing Law Seminar programs, which will take place in the low-moderate income census tracts in Norwalk, can be an "Area Benefit" program, and not collect household information sheets. The FHAC's intention is to have a sign-in sheet, but that will likely only have name, address, phone and email. Therefore, all mention of collecting household income and other household information needs to be removed from this section and the contract at large. Specifically, this paragraph should end after the words "Area Benefit".

¹ These are two different ways CDBG activities are measured: either you count the households served, collect household information sheets (which include household income information) OR you provide something that is deemed an "area benefit", thereby presumed to benefit the low-moderate income community, because of the area in which it takes place. For Area Benefit, you do not collect household information such as race, income, etc.

Payment: this section requires that all bills associated with this activity be paid first, and then the CDBG program will reimburse. As a Commission of the City of Norwalk, the City would have to advance the necessary funds, for reimbursement by the CDBG program. We trust this is possible, as other departments and commissions have received funds similarly (for example, the Fair Rent and Human Relations Department). Additionally, this section states that reimbursement will be done in proportion to the number of households served compared to the number of households that will be deemed "satisfactory performance". As an Area Benefit program that is not collecting household information sheets, this section should be removed, and bills should be reimbursed upon submission, in whatever way your office handles this on behalf of the City of Norwalk.

✶ *Extension:* Paragraph 3 under this heading pertains to construction and is irrelevant and should be removed from a contract pertaining to Fair Housing law seminars.

✓ *Responsibilities of Grantees:* The requirements here would apply to the City of Norwalk, as the FHAC has no independent existence as an entity: It is not audited, does not have financial records, is not its own corporation, etc. We trust that if you are advancing this plan, the City has agreed to this. See subparagraph (b) 2 (top of page 6) under this heading, especially, which has the FHAC representing that it has the legal authority to enter into this contract: again, as the City awarded the FHAC such funds, and Redevelopment, as the City's agent, requires the FHAC to sign this contract, the FHAC presumes this is all approved by the City. Please confirm.

✓ Under Paragraph 1, the FHAC is required to commission an annual audit even though it is neither an institution of higher education nor a nonprofit corporation. Since the FHAC is a component of the City of Norwalk and since its financial matters are handled by the City, any auditing would be of the City. If this section applies to nonprofits or educational institutions, it should be removed from this contract.

✓ *Federal Labor Standards Provisions:* this appears to pertain to construction. If so, it should be removed from this contract.

✓ *Books of Account and Maintenance of Records:* Again, the FHAC's has no books of accounts and financial records, the City does, so the City would have to determine if its own systems are in compliance with this paragraph.

Monitoring and Compliance: the FHAC recognizes the importance of making sure funds are used as proposed (here, for Fair Housing law seminars), but cannot agree that the Redevelopment Agency will have the authority to approve all contracts and subcontracts for providing services (here, translators and presenters) or the content of the Fair Housing presentations. Under the Second Amended Consent Decree, Redevelopment expressly does not have any authority over the provision of Fair Housing services. This means the 3rd paragraph under this heading will also have to be changed: the FHAC cannot be required to comply with Redevelopment's "recommendations" for conducting its Fair Housing activities. Attached is a copy of the court order known as the Second Amended Consent Decree.

Relationship between the Contracting Parties: The Grantee (FHAC) is the City. Given that, can it be the City's subcontractor?

Conflict of Interest – City and Redevelopment Agency: The staff for the FHAC is the Fair Housing Officer, who is an employee of the Redevelopment Agency. She will be working on the Fair Housing law seminars as part of her duties for which she is paid. It must be clear that the FHO, doing her job, including creating, working on and helping to present these seminars, is absolutely not a conflict of interest, especially given the threat of removal from employment as a consequence. Ironically, this contract language means the FHO would be removed from her job, charged with a conflict of interest, expressly for doing her job. That must be changed.

General: The City presumably will have to agree to these requirements, especially record keeping and making such records available to HUD and Redevelopment (obligations already imposed on the City as the CDBG recipient, it is presumed).

Non-transferability of Invalid Provisions: What does this mean?

Grantee to Save City and Redevelopment Agency Harmless: Again, the Grantee (FHAC) is a subdivision of the City, and in this endeavor, the Redevelopment Agency is an agent of the City. Can the FHAC save itself and its agent harmless? The FHAC has no ability, apart from the City, to do any of these things as it does not exist as a separate entity.

Notices: The address for the FHAC is incorrect. The correct address is 137 East Ave., 2nd Floor, Norwalk, CT 06851-5702.

Effective Date: this has another indemnity and hold harmless clause which doesn't belong under this heading. Further, the FHAC cannot indemnify Redevelopment for actions of HUD as is stated here.

The last paragraph of this proposed contract says that there is an attached "assurances agreement". There is none attached. The last sentence also does not make sense and therefore should be removed.

As you may recall, the City recently pledged/contracted with HUD, and trained all staff, that City activities must comply with the Limited English Proficiency (LEP) regulations, including providing programs like this in other languages.

The LEP training, as you may have seen, also indicates that "off the street" volunteer translators cannot be used. One of the reasons for this requirement of professional translators, expressed by the HUD trainer, is that laymen don't know technical terms and also don't know how to professionally translate. This is obviously true if one is presenting a seminar about the law. You can see the HUD presentation specifically as to this issue beginning at the 11:10 minute mark.
<http://www.norwalkct.org/index.aspx?NID=1390>

Of course, the FHAC is required to comply with the LEP law and the City's commitment to HUD, but this contract proscribes the FHAC from spending money on personnel (translators and program presenters) and subcontracts (for translation of written and power point materials).

Further, the contract, while prohibiting the use of subcontracts, then states that the Redevelopment Agency has authority to approve all contractors and subcontractors (near bottom of page 10).

As indicated at the outset, this proposed contract requires and prohibits the same conduct and/or conduct required or prohibited by other laws and court orders. That needs to be fixed.

Redevelopment recently informed the FHAC that HUD does not permit providing food or paying presenters. To confirm what is or isn't allowed in this regard, an inquiry was made of HUD and it was confirmed that we may do both. Here is the question asked, and the response received, from Norwalk's HUD CDBG representative, Ms. Kelsey Brown:

... [the Fair Housing Advisory Commission and FHO], are putting on Law seminars for Fair Housing in our low/mod census tracts. These will be done in various languages. In an effort to draw in people they would like to offer food such as sandwiches, chips, salad, beverages and dessert such as cookies. Is food an eligible expense?

Here is HUD's answer:

From: Brown, Kelsey D [mailto:Kelsey.D.Brown@hud.gov]
Sent: Monday, July 29, 2013 5:24 PM

....

Yes, the costs of food during the meetings would be allowable under Circular A-87.

OMB Circular A-87 Attachment B 27. Meetings and conferences. Costs of meetings and conferences, the primary purpose of which is the dissemination of technical information, are allowable. This includes costs of meals, transportation, rental of facilities, speakers' fees, and other items incidental to such meetings or conferences.

Thanks,

Kelsey

Therefore, it is the continuing intention of the FHAC to use a small amount of money to provide modest food and drink etc. as permitted by HUD and the referenced OMB Circular.

The Fair Housing Advisory Commission wants to provide Fair Housing Law Seminars in the low-moderate income community, and is willing to "make it work" for \$14,000, but it has to be allowed to "tweak" its original proposal which cost \$19,670. To put it bluntly, the FHAC can't be required to provide something that costs nearly \$20,000 for \$14,000. The FHAC also can't have its staff fired for a purported conflict of interest in doing this program, and it can't be required to violate other laws, regulations, city policies or the Second Amended Consent Decree.

Ms. Tami Strauss

August 12, 2013

Page 6 of 6

We appreciate your efforts to revise the contract as indicated and look forward to working with you so that we may provide Fair Housing Law Seminars to the low-moderate income community in Norwalk, including those who speak Spanish and Creole.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeffrey A. Ingraham", followed by a stylized flourish or mark that resembles "ms".

Rev. Dr. Jeffrey A. Ingraham, Chairman
Fair Housing Advisory Commission
137 East Ave., 2nd Floor
Norwalk, CT 06851-5702
(direct line) (203) 838-3176 ext. 11

Enclosure

**THE PLANNING COMMITTEE
OF THE COMMON COUNCIL**

**125 East Avenue
P.O. Box 5125
Norwalk, CT 06856**

TO: MEMBERS, PLANNING COMMITTEE OF THE NORWALK COMMON COUNCIL

FROM: TAMI STRAUSS, DIRECTOR OF COMMUNITY PLANNING AND DEVELOPMENT

DATE: AUGUST 29, 2013

RE: REQUEST FOR PUBLIC HEARING REGARDING PY38 CAPER AT OCTOBER 3, 2013 PLANNING COMMITTEE MEETING

The Norwalk Redevelopment Agency, as administrator of the City of Norwalk's CDBG allocation, is in the process of preparing the year-end CAPER report for the last program year (PY38) that ended on June 30, 2013.

Pursuant to the Agency's Citizen's Participation Plan, the creation of the CAPER requires a public hearing followed by a 30-day comment period, and subsequent approval by the Planning Committee and Common Council. The agency requests that a public hearing be scheduled for the October 3, 2013 meeting of the Planning Committee at 7pm.

The comment period will commence on October 4th and close on November 3rd.

The Norwalk Redevelopment Agency will submit the draft CAPER, incorporating public comments, to the Planning Committee for approval at the meeting scheduled for November 7, 2013. A final document will be submitted to the Common Council for approval on November 12th and subsequently submitted to HUD.

REQUESTED ACTION: Planning Committee approves scheduling a public hearing regarding the PY38 CAPER on November 7, 2013 at 7:00pm.

**THE PLANNING COMMITTEE
OF THE COMMON COUNCIL
125 East Avenue
P.O. Box 5125
Norwalk, CT 06856**

TO: MEMBERS, PLANNING COMMITTEE OF THE COMMON COUNCIL
FROM: SUSAN SWEITZER, SENIOR PROJECT MANAGER
DATE: AUGUST 26, 2013
RE: NORWALK HARBOR LOOP: RESASSIGNMENT OF *STANTEC CONSULTING SERVICES* & PROPOSED CONTRACT AMENDMENT

.....

Over the past years, the Planning & Zoning Department has been seeking to connect public access along the Norwalk waterfront, the Norwalk Harbor Loop Trail, either through private easements or capital budget funding, to construct access ways through public rights of way. In June 25, 2013, with the intent of better aligning projects with public resources, the Common Council voted to transfer all Waterfront Public Access accounts to the Redevelopment Agency.

One specific section of the Harbor Loop, the Yankee Doodle Bridge section, is currently under contract with *Stantec Consulting Group* for the design and development of bid documents for the construction of the waterfront walkway linking 16 Hendrick's Avenue to One Selleck Street. This contract was executed February 1, 2013 in the amount of \$46,500.00 (currently 37% complete). Funds for this contract are currently encumbered under Account No. 0912 3310 5777 C0467. The Redevelopment Agency staff is requesting that the City of Norwalk approve the reassignment of this open contract to the Norwalk Redevelopment Agency with funding encumbered under Account No. 0913 09010 5777 C0467, the recently assigned Capital Budget account for 12/13 Waterfront Public Access.

In addition, in order to advance the Harbor Loop Trail connections, the Agency proposes to issue an amendment to the existing *Stantec Consulting Group* contract to provide planning and design services for three additional Trail segments: (a) a review of the feasibility of a trail lane over the Stroffolino Bridge; (b) a review of the feasibility of a structured boardwalk trail behind the Maritime Aquarium; and (c) final construction plans and specifications for the Trail link at 30 Cross Street. (See attached Scope of Work and Fee Proposal dated August 26, 2013). The contract amendment would be for an amount not to exceed \$40,000.

ACTION REQUESTED:

Advance to the Common Council for review and approval the reassignment of the *Stantec Consulting Group* contract for Waterfront Public Access Design & Construction Documents for the Yankee Doodle Bridge Link dated February 1, 2013 for a total amount not to exceed \$45,500 from Planning & Zoning Commission Account No. 0912 3310 5777 C0467 to the Norwalk Redevelopment Agency Capital Budget Account No. 019 09010 5777 C0467

Advance to the Common Council for review and approval the proposed amendment to the existing *Stantec Consulting Group* contract including the Scope of Work detailed in the Stantec Scope of Work and Fee Proposal dated August 26, 2013 for an amount not to exceed \$40,000.



Stantec

Stantec Consulting Services Inc.
2321 Whitney Avenue
Hamden CT 06518
Tel: (203) 281-1350
Fax: (203) 281-1470

August 26, 2013

Ms. Susan Sweitzer
Senior Project Manager
Norwalk Redevelopment Agency
Norwalk City Hall
P.O. Box 5125
125 East Avenue
Norwalk, Connecticut 06856-5125

Re: Norwalk Trails Study/Technical Memorandum; Scope of Work and Fee Proposal

Dear Ms. Sweitzer

Stantec Consulting Services Inc. is pleased to submit this scope and fee proposal to provide planning and design services to the Norwalk Redevelopment Agency for three (3) trail segments within the City of Norwalk. The three locations include crossing of the Stroffolino Bridge linking East Norwalk and Veterans Park to South Norwalk; a structured walkway on the Norwalk River situated behind the Maritime Aquarium; and a new segment situated behind 30 Cross Street as illustrated in the recently completed Norwalk Pedestrian & Bicycle Transportation Plan.

Our scope of work and fee for each segment is as follows:

Stroffolino Bridge Crossing

Stantec shall study the feasibility of creating a dedicated bicycle route over the Stroffolino Bridge linking Veteran's Park with South Norwalk and a potential new trail at the Maritime Center. Specific tasks shall include the following:

- Conduct a site walk and review of existing conditions;
- Review of record bridge plans to determine width, clearances, and potential obstructions;
- Illustrative plans (superimposed graphics on available aerial mapping) depicting potential routing options and classification of the pathway, geometric modifications to schematic level of design, achievable widths and road crossings;
- Meeting with State of Connecticut Department of Transportation;
- Meet with Norwalk Redevelopment Agency and requisite stakeholders (4 meetings); and
- Technical memorandum outlining opportunities, constraints and conceptual layout.

Reference: Norwalk Trails Study/Technical Memorandum; Scope of Work and Fee Proposal

Our fee to perform this analysis and to prepare a technical memorandum is \$10,200. The duration of this task, dependent upon availability of CTDOT District Staff, is 6-8 weeks. Signal design and traffic analysis are excluded from this level of study but anticipated needs shall be outlined in our technical memorandum.

Maritime Aquarium Link

Stantec shall study the feasibility of creating a structured boardwalk linking the Maritime Center's eastern parking area and gazebo to the west end of the Aquarium site and the existing deck structure at the river's edge. Specific tasks shall include the following:

- Conduct a site walk and review of existing conditions;
- Conceptual layout superimposed on available aerial mapping;
- Meeting with Maritime Aquarium representatives;
- Meeting with regulatory agencies and others with jurisdiction including the NEACOE, CTDEEP, and CTDOT/Rail;
- Modifications to conceptual layout;
- Meet with Norwalk Redevelopment Agency and requisite stakeholders (3 meetings);
- Outline of regulatory requirements, permits and required easements; and
- Technical memorandum outlining opportunities, constraints and permissible conceptual layout.

Our fee to perform this analysis and to prepare a technical memorandum is \$8,900. The duration of this task, dependent upon availability of State and Federal agencies (CTDOT, CTDEEP, NEACOE), is 8-10 weeks.

30 Cross Street

Stantec shall prepare schematic, design development, preliminary and final construction ready plans and specifications for the construction of a new pathway at 30 Cross Street as depicted in the Pedestrian & Bicycle Transportation Plan. Specific tasks shall include the following:

- Review of existing conditions;
- Obtaining suitable base mapping (with 1' contours) from the City of Norwalk and/or the Redevelopment Agency;
- Site removals/preparation plan;
- Site layout plan inclusive of materials, grading, dimensions and landscape;
- Site details;
- Meet with Norwalk Redevelopment Agency and requisite stakeholders (3 meetings);
- Construction specifications exclusive of City boiler plate; and
- Opinion of probable construction cost.

August 26, 2013
Ms. Susan Sweitzer
Page 3 of 3

Reference: Norwalk Trails Study/Technical Memorandum; Scope of Work and Fee Proposal

Land-use reviews, structured drainage, lighting design and construction administration services are excluded from this scope of work. Our fee to prepare construction ready plans, specifications and related deliverables listed above is \$17,600. The duration of this task, dependent upon availability of stakeholders (land owner), is 6-10 weeks.

We are pleased to have this opportunity to assist the Norwalk Redevelopment Agency. Should you need any additional information, please contact me at (203) 281-1350. Thank you.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Gary Sorge', with a horizontal line extending to the right.

Gary Sorge, FASLA, AICP
Senior Principal