CITY OF NORWALK
PLANNING COMMITTEE
SPECIAL MEETING
JANUARY 29, 2009

ATTENDANCE: Rev. Phyllis Bolden, Chair; William Krummel, Douglas Hempstead, Amanda Brown (7:21 p.m.)

STAFF: Timothy Sheehan, Redevelopment Agency Executive Director; Susan Sweitzer, Senior Project Manager for Development; Sally Johnson, CDBG Administrator

OTHERS: Thomas Hamilton, Finance Director; Diane Cece; Atty. Brian A. Daley, Sandak Hennessey & Greco

CALL TO ORDER

Rev. Bolden called the meeting to order and noted that there was not a quorum present. She then said that Mr. Hamilton had another event to attend, so she requested that he address the Committee first.

Mr. Hamilton came forward and spoke briefly about the Committee's recent request for a cost estimate on the Waypointe Development. Mr. Hamilton said that the City already has a reasonable cost estimate prepared by Whiting Turner and although it was prepared for the developer, Whiting Turner is reliable and accurate. Mr. Hamilton said that having a second cost estimate at this time would not be particularly useful to the City. The cost of having the estimate prepared would be $36,000, and Mr. Hamilton did not think that the City would get enough value out of having the study done again. If it is needed later in the process, it can be done then, but Mr. Hamilton believes that the Whiting Turner cost estimate is very accurate.

Mr. Krummel said that there was a question regarding what the impact of prevailing wage would be on the project costs. Mr. Hamilton replied that CCM has done studies on this, along with other independent researchers, so he felt that there was a body of research that exists already about this issue. Mr. Krummel said that it would be helpful to have this material. Mr. Sheehan said that Suffolk University just did a study on this, which was focused on government work. Mr. Krummel said that he would like to have the reference. Mr. Sheehan said that the study resulted in a finding that costs would be increased by roughly 10%.

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PUBLIC PARTICIPATION

There was no one present who wished to address the Committee.

BUSINESS

Appoint two member of the Planning Committee to serve on the Joint Committee for program Year 35.

Ms. Sally Johnson said that staff was requesting two members of the Planning Committee to serve on the Joint Committee for the Community Development Block Grant Program Year 35. Mr. Krummel asked when this needed to be done. Ms. Johnson said that the public hearing was scheduled for February 17th. Mr. Hempstead said that he would like to serve. Rev. Bolden said that Ms. Brown and Mr. Hilliard also were interested in serving and that she would make her appointment by the February 5 meeting

West Avenue Redevelopment Plan

Review of the Waypointe Master Development Agreement.

Ms. Brown joined the meeting at 7:21 p.m. A quorum was now present.

Mr. Sheehan said that he was not sure if the Committee had the authority to change the Agreement and that he was planning on sending the marked document to the full Council for their approval. Mr. Sheehan said that the Redevelopment Agency was uncomfortable in addressing certain legal aspects, so that Robinson and Cole would be coming to advise the Committee on those issues.

Mr. Sheehan then began reviewing **Article XV – Permits and Approvals** with the Committee. Mr. Krummel had several questions regarding Section 15.3 ii where it states that "an adequate number of engineers to accommodate the project review". Ms. Sweitzer explained that the Building Department has reviewed this and is comfortable with the language. She also added the Building Department would be subcontracting this out to consultants, which is a common practice. The funding for the consultants comes out of the permit fees.

Mr. Sheehan then stated that in regards to 15.4, Declaration of Restrictions that this would likely be a Zoning restriction. Mr. Sheehan suggested that the Zoning Commission have this responsibility.

The discussion then moved to **Article XXVI – Notices of Completion**, which Mr. Sheehan proceeded to review with the Committee. Mr. Hempstead asked why the State approvals were not included. Mr. Sheehan reminded everyone that there had been a review of the STC section. Mr. Krummel said that he was concerned about the issuance of the Certificate of Completion. Mr. Sheehan explained that the Building Department would have to issue a Certificate of Occupancy before the Certificate of Completion is

issued by the Agency. Mr. Krummel requested that this be included in the document. Ms. Brown asked about the process and the scope of the certificates, which Mr. Sheehan reviewed with her.

Mr. Sheehan then reviewed **Article XXVII – Public Garage and New Street Environmental**. Mr. Sheehan said that he thought that this section would need to be reviewed and reworked because the current language does not favor the City. There are a number of items that need to be discussed with the developer. Mr. Sheehan said that he was most concerned with the restrictions on the streets. The Committee agreed that this section should be sent back to the negotiators.

The Committee then reviewed **Article XXVII – Notices**. Mr. Sheehan said that he would prefer that personal delivery and facsimile be removed from the list of delivery options. Discussion then followed about the potential of losing the document. The Committee was in agreement with this.

Mr. Sheehan informed the Committee that the City's Risk Manager has reviewed **Article XXXII – Insurance and Indemnifications** – and is comfortable with it. He went on to give an overview of what it means when the City is described as a "loss payee".

Mr. Hempstead asked what would happen if the condominium association goes into bankruptcy and no longer is paying their insurance. Mr. Sheehan said that the insurance company is required to inform the mortgage holder that the insurance is no longer being paid. The bank would then assume the payments. A discussion then followed about this. It was decided that this question would be forward to Robinson and Cole.

The Committee then moved to **Article XXXIII Casualty and Condemnation**. Mr. Hempstead said that he had a problem with the automatic 10 year renewals and felt that there needed to be some notification to the City on this. Mr. Sheehan said that he had a comment about this and had asked Robinson and Cole about this. Discussion about the maintenance responsibilities then followed. Ms. Sweitzer said that the maintenance responsibilities fall to the SSD. Mr. Hempstead said that maintenance standards would reflected in the cost of an insurance policy.

Mr. Sheehan said that **Article XXXIV Miscellaneous** was a collection of various items. He then suggested that the Committee look at the various sections and email any questions to him.

Mr. Sheehan said that the Exhibits were scheduled for next week and that the next step was to reconvene the negotiating team. After that, Mr. Sheehan would bring back all of the comments and suggested changes to the Committee. Then these items could be posted on the Web so that people would know that the Committee has reviewed the

document thoroughly. Then the process would move to negotiations. A separate meeting with Robinson and Cole needs to be scheduled to address all the questions.

Mr. Sheehan said that there were still two questions, one on prevailing wage and the other on affordable housing that need to be discussed further by the Committee. Ms. Brown asked about the bonding issue. Mr. Sheehan said that those questions would have to be addressed by Robinson and Cole and that the Finance Committee, the Board of Estimate and Taxation and the Planning Commission will be reviewing this.

Mr. Sheehan said that he hoped that the Planning Committee would forward the document to the Council in mid March.

Ms. Brown asked if there would be public hearings on this. Rev. Bolden said that there had been numerous public meetings on this project already. Mr. Sheehan said that he would not be against having a public hearing. Mr. Hempstead suggested a public information session. This could take the form of a presentation to the Council.

Mr. Hempstead then asked Ms. Cece about this. Ms. Cece, who was recognized by the Chair, said that it was her feeling that it would be better to have the public hearing and have no one show up rather than not having a hearing. Discussion then followed.

APPROVAL OF MINUTES

The Minutes of October 27, 2008

**** REV. BOLDEN MOVED THE MINUTES OF OCTOBER 27, 2008.**

The following changes were noted:

Page 1, following **STAFF**: please add the following category:

OTHERS: Tony Doumele, Keal Evans

Page 1 and through out the document: please change "Mr. Evan" to Mr. Evans".

Page 1, paragraph 1, line 5: please change the following from: "Mary Smith thinks about $2,934 per space." To ""Mary Smith, Senior Vice President of Walker Parking Consultants, thinks about $2,934 per space."

Page 1, paragraph 3: please replace as follows:

> "Mr. Evan, West Avenue said that he had to retain a lawyer to protect what was his. He said that he has a contract that has been initialed for a number

of months. He requested a meeting with the developers and Redevelopment. Mr. Evan said that the Redevelopment was surprised by what he told them. He said he agreed to go where they wanted to move him, but now supposedly the deal fell through. Mr. Evan said that the land owners want to be heard; he told the Committee that they do not know what they are going through."

With:

"Mr. Evans, West Avenue said that he had to retain a lawyer to protect what was his. He said that he has a contract that has been initialed for a number of months. He requested a meeting with the developers and Redevelopment. Mr. Evans said that the Redevelopment Agency was surprised by what he told them. He said he had agreed to go where Seligson Properties wanted to move him, but now supposedly the Firestone property deal fell through. Mr. Evans said that the land owners want to be heard; he told the Committee that they do not know what they are going through."

Page 1, paragraph 5, line 1: please change "where the finances were coming from" to "where the project finances were coming from."

Page 2, paragraph 1, line 2: please change "issues on the relocation site." to "issues on the Connecticut Avenue relocation site."

Page 2, paragraph 1, line 3: please change "submitted and reports are coming forward" to "submitted and environmental reports are coming forward."

Page 2, paragraph 2, line 1: please change "Mr. Sheehan said that they asked for a copy of the contract. They will only"
to "Mr. Sheehan said that the Agency asked for a copy of the contract. Firestone will only"

Page 2, paragraph 2, line 3: please change "He said that he blamed his attorney for" to "He said that Seligson Properties blamed his attorney"

Page 2, paragraph 2, line 7: please change "the issue is in the paperwork coming from the owner." to "the issue is in the environmental reports coming from the owner."

Page 3, paragraph 3, line 1: please change "difference because of the 75% that is being" to "difference because of the 75% occupancy that is being"

Page 3, paragraph 7, line 1: please change: "made by the city that will allow the Redevelopment Agency" to "made by the City whether to allow the Redevelopment Agency"

Page 4, paragraph 4, line 3 to end of paragraph: Please replace:

> "they need to know where they are financially and what the financial crisis has had on this. Mr. Sheehan said that the master development agreement allows the City and the Redevelopment Agency to review the finances of the developer. Mr. Hilliard said that the Common Council should know if there are going to be delays. Mr. Sheehan said that the partner needs to be identified and vetted. By undertaking the redevelopment plan, the Agency can seek authorization for eminent domain."
>
> With:
>
> "they need to know where the developer is financially and what impact the financial crisis has had on this. Mr. Sheehan said that the Master Development Agreement allows the City and the Redevelopment Agency to review the finances of the developer. Mr. Hilliard said that the Common Council should know if there are going to be delays. Mr. Sheehan said that the partner needs to be identified and vetted. Council approval of the West Avenue Redevelopment Plan, allows the Agency to seek authorization for eminent domain."

Page 4, paragraph 5, line 4: please change "property in plan area B". to "property in Plan Area B."

Page 4, paragraph 6, line 3: please change "at this point the issue is with three pieces. They need to vote on any acquisitions if necessary; and then there is the agreement; " to "at this point there are three issues: The Council needs to vote on any acquisitions if necessary; and then there is the Agreement;"

Page 4, paragraph 9, line 2: please change "if the risks are worthy to take." to "if the risks are worth taking."

Page 5, paragraph 1, line 1: please change "Mr. Sheehan said that they can't get to Zoning" to "Mr. Sheehan said that the developer can't get to Zoning"

Page 5, paragraph 5, line 1: please change "a conflict; the panel acted as the" to "a conflict the negotiating team acted as the"

Page 5, paragraph 6, line 3: please change "have the future idea of how" to ""have the vision of how"

**** THE MOTION TO APPROVE THE MINUTES OF OCTOBER 27, 2008 WITH THE NOTED CHANGES PASSED WITH THREE IN FAVOR (BOLDEN, HEMPSTEAD, AND BROWN) AND ONE ABSTENTION (KRUMMEL).**

The Minutes of November 6, 2008

**** MS. BROWN MOVED THE MINUTES OF NOVEMBER 6, 2008.**

The following changes were noted:

Page 1, under **ATTENDANCE:** please add "William Krummel"

Page 1, under **OTHERS**: please change "Keil Evans" to "Keal Evans"

Page 1, paragraph 2, line 1: please change "at the last meeting, they indicated that there were environmental issues. The redeveloper posted the deposits in place so that he and Mr. Evans can understand the level of environmental contamination."

To: "at the last meeting, Mr. Evans indicated that there were environmental issues with the proposed relocation site. The redeveloper posted the deposits in place so that he and Mr. Evans could understand the level of environmental contamination."

Page 1, paragraph 4, line 2: please change "been forward to Mr. Evans" to "been forwarded to Mr. Evans"

Page 1, paragraph 4, line 3: please change "his own comfort level of the environmental issues" to "his own comfort level with the environmental issues"

Page 2, paragraph 1, line 1: please change: "rather be on the list and have" to "rather be on the Council approved list and have"

Page 2, paragraph 3: please replace the following:

"Mr. Evans said that he was willing to go along with the plan, but it has to have a time stamp. Mr. Sheehan said that he would be happy to talk to the developer about putting a letter forward."

With: "Mr. Evans said that he was willing to go along with the negotiations, but needed to have a time stamp. Mr. Sheehan said that he would be happy to talk to the developer about putting forward a schedule of negotiations."

Page 3, paragraph 9, line 5: please change: "from the plan without approval from the City." To "from the Agreement without approval from the City."

Page 4, paragraph 2, line 5: please change: "to look at perspective purchasers of the" to "to look at prospective purchasers of the"

Page 4, paragraph 2, line 6: please change: "right to impose on the property owner" to "right to impose those restrictions on the property owner"

Page 5, paragraph 2, line 2: please change: "an amendment. It would be done" to "an amendment, it would be done"

Page 5, paragraph 3, line 3: please change: "Clerk of the Works in the field duding the entire project. That person will make a recommendation whether an issue is substantial or non-substantial." to "Clerk of the Works in the field overseeing the entire project. That person will make a recommendation on whether a change is substantial or non-substantial."

Page 5, paragraph 3, line 5: please change: "has been to Zoning and filed the site plan documents. Rev. Bolden said that she wants to see the developer be responsive to a certain date." To "has been to Zoning informally to discuss the site plan documents. Rev. Bolden said that she wants to see the developer be responsive to a timeline."

Page 5, paragraph 6: please replace the following:

"Mr. Sheehan said that there had been a question about a request for a timeline that was made on June 26th, but was not received. He said that he was not sure this is what the Committee members were looking for. Mr. Sheehan said that the negotiation process has commenced. The attorney is in the process of going through the land records and business filings for each party involved. Mr. Sheehan said that they can not provide a time line for all the negotiations."

With:

"Mr. Sheehan said that there had been a question about a request for a timeline that was made on June 26th, but was not received. He said that he was not sure this is what the Committee members were looking for.

Mr. Sheehan said that the Agency participation in the negotiation process has commenced. The attorney is in the process of going through the land records and business filings for each party involved to verify ownership. Mr. Sheehan said that he can not provide a time line for all the negotiations."

Page 5, paragraph 7, line 1: please change: "Mr. Sheehan reviewed the public approvals associated with the document. The bonding authority will be coming through the Planning Committee." To "Mr. Sheehan reviewed the public approvals required

for the Master Development Agreement. The bonding authority will be coming through the Planning Commission."

**** THE MOTION TO APPROVE THE MINUTES OF NOVEMBER 6, 2008 WITH THE NOTED CHANGES PASSED UNANIMOUSLY.**

The Minutes of November 17, 2008

**** MR. HEMPSTEAD MOVED THE MINUTES OF NOVEMBER 17, 2008.**

The following changes were noted:

Page 1, **OTHER**: please omit the category and remove the name of Diane Cece from the record.

Page 1, paragraph 1, line 1: please change: "Mr. Sheehan reviewed." To "Mr. Sheehan reviewed the terms."

Page 2, paragraph 1, line 2: please change: "Mr. Sheehan said it is not directly related to the tax exempt component of the SSD. It will be very difficult" to "In actuality, it will be very difficult"

Page 2, paragraph 2, line 3: please change: "At that time, the Master Development Committee and the bonding commitment would go into place. He thinks this is too short;" to "At that time, the Master Development Agreement and the bonding commitment would go into place. He thinks this is too short a time frame;"

Page 2, paragraph 5, line 2: please change: "provision of 10% on disadvantaged contractors" to : "provision of 10% set aside for disadvantaged contractors"

Page 2, paragraph 8, line 1: please change: "that the city has" to "that the City has"

Page 2, paragraph 9, line 1: please change: "obligations. "At least $103,000,000 was his concern. Mr. Sheehan said that the bond would not be done until a cost estimate is done. Mr. Krummel wants any commitment of money" to "obligations. "At least" $103,000,000 was his concern. Mr. Sheehan said that the bond would not be issued until and actual construction cost of the public improvements is done. Mr. Krummel does not want any commitment of money"

Page 3, paragraph 1, line 2: please change: "The levy has to be instituted on the uses in the district that exist when the levy is instituted, according to Mr. Sheehan." To :

"The levy is to be instituted on the uses in the district when the first of those uses is established, according to Mr. Sheehan."

Page 3, paragraph 4, line 1: please change: "Mr. Hempstead asked if the tax levies would be passed on the cost of the bonds. Mr. Sheehan said it was $103,000,000." To : "Mr. Hempstead asked if the bond level would include the cost of the bonds. Mr. Sheehan said it was capped at $103,000,000."

Page 3, paragraph 5, line 3: please change: "However, they will automatically pay the SSD tax." To "However, they will pay the full residential SSD tax component."

**** THE MOTION TO APPROVE THE MINUTES FOR NOVEMBER 17, 2008 WITH THE CHANGES NOTED PASSED WITH THREE IN FAVOR (BOLDEN, HEMPSTEAD AND KRUMMEL) AND ONE ABSTENTION (BROWN).**

The Minutes of November 17, 2008

**** MR. HEMPSTEAD MOVED THE MINUTES OF DECEMBER 4, 2008.**

The following changes were noted:

Page 1, **OTHER**: please omit the category and remove the name of Diane Cece from the record.

Page 2, paragraph 3, line 4: please change: "it was his understand that when" to "it was his understanding that when"

Page 2, paragraph 5, line 3: please change: "must issue a certificate regarding the completion of the public improvements." To "must accept the completion of the public improvements."

Page 2, paragraph 5, line 7: please change: "fulfilled before he can apply for a closing" to "fulfilled before a property closing"

Page 3, paragraph 5, line 2: please change: "the Agency might be requiring an overlay for the project." To "the Agency might be require a design standard overlay for the project."

Page 3, paragraph 8, line 1: please change: "Article XII – City Infrastructure Obligation" to "Article XII – City's Infrastructure Obligations"
Page 3, paragraph 8, line 3: please change: "the City is obligated to make these changes." to "the City is already obligated to make these improvements."

Page 4, paragraph 6, line 2: please change: "that there no union members" to "that there were no union members"

Page 5, paragraph 1, line 1: please change: "the information in Appendix J because" to "the information in Exhibit J because"

Page 5, **MOTION**: Please change:

**** REV. MOVED TO TABLE THE MINUTES OF OCTOBER 27, 2008 SPECIAL MEETING AND THE NOVEMBER 6, 2008 REGULAR MEETING.**
**** THE MOTION PASSED UNANIMOUSLY.**

To:

**** REV. BOLDEN MOVED TO TABLE THE MINUTES OF OCTOBER 27, 2008 SPECIAL MEETING AND THE NOVEMBER 6, 2008 REGULAR MEETING.**
**** THE MOTION PASSED UNANIMOUSLY.**

The Minutes of December 15, 2008

**** MR. HEMPSTEAD MOVED THE MINUTES OF DECEMBER 15, 2008.**

The following changes were noted:

Page 1, paragraph 4, line 2: please change "was article 15, which" to "was Article 15, which"

Page 1, paragraph 5, line 1: please change "moved on to article 16." To "moved on to Article 16."

Page 1, paragraph 5, line 1: please change "resumed with 16, the cooperative construction coordination with the" to "resumed with Article 16, the Cooperative Construction Coordination with the"

Page 2, paragraph 1, line 2: please change "in exhibits G and Q." to "in Exhibits G and Q."

Page 2, paragraphs 3 thru 6: please replace the following paragraphs:

Mr. Sheehan stated record to reflect that Exhibits have not yet been provided and that such Exhibits will be referenced in the Index. In regard to roadways that will become City owned, all will comply with legal requirements in regard to there construction and dedication with all rights to City issues.

All redevelopers will be responsible for providing the architect and management agreement for public improvement. All contractors, sub contractors and material providers will be required to supply lean waivers in regard to payment received and performed. The redevelopers will also be responsible for providing monthly progress reports and updates on the construction and costs paid.

There is an outdoor ordinance that requires to be adjacent to the building itself.

Mr. Krummel disagrees with the dining being attached to the building because of heavy congestion and traffic in regard to employees and customers. It seems as though there would not be enough room for this to proceed comfortably. Mr. Krummel stated that it would impede upon all involved.

To:

Mr. Sheehan stated that the record to reflect that Exhibits have not yet been provided and that such Exhibits will be referenced in the Index. In regard to roadways that will become City owned, all will comply with legal City requirements in regard to construction and dedication of right of way to the City.

The Redevelopers will be responsible for providing the architect and construction management agreements and include indemnity for the public improvement. All contractors, sub contractors and material providers will be required to supply lien waivers in regard to payments actually received and work actually performed. The Redevelopers will also be responsible for providing monthly progress reports and updates on the construction and costs paid with respect to the Public Improvements.

There is an existing outdoor dining ordinance that requires to be adjacent to the building in which the restaurant is located.

Mr. Krummel disagrees with the dining being at curbside because of heavy congestion and traffic in regard to employees and customers. It seems as though there would not be enough room for this to proceed comfortably.

Page 2, paragraph 8, line 1: please change "would be sixteen foot sidewalks for foot traffic" to ""would be sixteen feet wide allowing for foot traffic"

Page 2, paragraph 8, line 3: please change "all of this is privately owned" to "all of this side walk space is privately owned"

Page 2, paragraphs 9, 10 & 11: please replace the following paragraphs:

> Mr. Hempstead asked if all the City buildings own the sidewalk in question and the reply was given that they do own up to the curb.
>
> They are asking for the City's cooperative efforts on the location of the kiosk and Valet parking that is recently required by the developers.
>
> There has been public discussion on this and the public is not in agreement with the grain design which is not correct. Mr. Sheehan stated that the building will be rated and certified by the developer.

With:

> The Agreement maintains that the City cooperate with the Redeveloper on the location of kiosk and valet parking stands that is reasonably required by the Redeveloper.
>
> There was discussion on the issues of green design. Mr. Sheehan stated that the building will be rated and certified by the developer.

Page 3, paragraph 1 & 2 : please change

> "The developer is seeking a Silver rating and has assured all that the rating will be at least consistent with and exceed the basic rating. It is recognized that the City will have to improve and enforce the parking regulations surrounding the project area. The parking for the project cannot slip into the on street parking that already exists. The parking cannot interfere with the business and homes that already park there.
>
> The discussion for solving the parking situation came up and was stated that employers could register employees so as not be ticketed or charged for parking. Mathew's and Stepping Stones Park were both mentioned as free parking lots. Ms. Sweitzer, Norwalk Redevelopment Agency, explained that if there were to be a parking fine it goes to the employer and not to the City of Norwalk or the employee who is being fined."
>
> To

"The developer is seeking a LEED Silver rating and has assured all that that the rating will be at least consistent with and exceed the basic rating.

It is recognized that the City will have to improve and enforce the parking regulations surrounding the project area. The parking for the project cannot slip into the on street parking that already exists. The project parking cannot interfere with the existing businesses and homes that already park there.

The discussion for solving the parking situation came up. Mathew's Park and Stepping Stones Museum were both mentioned as free parking lots."

Page 3, paragraph 5, line 3: please change: "Silver rating on the project versus design two. Mr. Hempstead explained it is a lot harder to get the rating rather than a design two. Certification is much more"

To: Silver rating on the project versus "design to". Mr. Hempstead explained it is a lot harder to get the rating rather than a "design to" the rating standard. Certification is much more"

Page 3, paragraph 6: please replace the following:

The Redevelopment plan is to insure that the City and agency are contractually bound to the representations to the redeveloper. This section deals with how the City and the agency will deal with any legal challenges brought about by the redevelopment plan and the related appeal process that will follow until legal options have been exhausted. It also makes sure that the redevelopment plan is duly reviewed and approved by the City and agency as well.

With:

Article XVII: Redevelopment Plan deals with how the City and Agency will deal with any legal challenges brought about by the Redevelopment Plan and the related appeal process.

Page 3, paragraph 7, line 3: please change: " challenged the Putnam Park renewal plan." To "challenged the Reed Putnam Urban Renewal Plan."

Page 3, paragraph 8, line 1: please change: "or amendment to the redevelopment plan. Unless there would be an adverse affect on plan area D. This is to have the redeveloper support the plan changes." To "or amendment to the Redevelopment Plan. Unless there would be an adverse affect on Plan Area B."

Page 3, paragraph 9, please replace the following:

There is another out provision here that states if the city makes a change to the zoning or redevelopment plan that prohibits the project from being, than the action provides the redevelopment with a termination right. That then covers Article 17.

With:

"Article XVII also states if the City makes a change to the zoning or redevelopment plan that would prevent the Redeveloper from constructing in accordance with the Master Site Plan, the action provides the Redeveloper with a termination right."

Page 4, paragraph 2, line 1: please change: "that would be 18 and 19, has been" to "that would be Articles 18 and 19, has been"

Page 4, paragraph 2, line 2: please change: "That brings the Committee up to 20 which are budgets and accounts." To "That brings the Committee up to Article 20 which are Budgets and Accounts."

Page 4, paragraph 3, line 1: please change: "Committee up to article 22, the developer's private improvement obligations. It is agreed that all construction be completed in a diligent manner and all other private provisions to be completed in their related terms. Once construction has been completed all redevelopers are expected to enter into Leases that are in accordance with the merchandising plan and there has been an exhibit provided."

To: "Committee up to Article 22, the Developer's Private Improvement Obligations. It is agreed that all construction be completed in a diligent manner and in substantial accordance with the Plans and Construction schedule. Once construction has been completed the Redeveloper is expected to enter into Leases that are in accordance with the Merchandising Plan attached as an Exhibit."

Page 4, paragraph 5, line 1: please change: " housing project has a 15 percent" to "housing is a 15 percent"

Page 4, paragraph 8, line 2: please change: "from the project itself and how it would be better" to "from the project itself. This would be better"

Page 4, paragraph 8, line 3: please change "the project would run adjacent to it" to "the project would be adjacent."

**** THE MOTION TO APPROVE THE MINUTES OF DECEMBER 15, 2008 WITH THE CHANGES NOTED PASSED UNANIMOUSLY.**

Mr. Krummel thanked Ms. Sweitzer for rewriting the minutes.

OLD BUSINESS

Ms. Sweitzer said that Mr. Douleme had distributed several pages of comments that had been forwarded to Walker Parking. Walker Parking has responded to these items and Walker Parking's response was included in the information packet for the Committee to review.

Ms. Sweitzer said that she had included some documentation in the package regarding the cost estimates from construction firms.

ADJOURNMENT

**** MS. BROWN MOVED TO ADJOURN**
**** THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 8:45 p.m.