

PLANNING COMMITTEE MINUTES

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CITY OF NORWALK
PLANNING COMMITTEE
FEBRUARY 7th, 2008

ATTENDANCE: Rev. Phyllis Bolden, Chair; Douglas Hempstead; William Krummel;
Andy Conroy; Amanda Brown; Laurel Lindstrom, Ex Officio

STAFF: Mike Moore, Redevelopment Agency; Jack Burritt, Redevelopment Agency;
Mike Greene, Planning and Zoning (8:00 p.m.)

The meeting was called to order at 7:30 p.m. by Rev. Bolden.

I. PUBLIC PARTICIPATION

There was no one from the public who wished to speak.

II. APPROVAL OF MINUTES

A. DECEMBER 6TH, 2007 REGULAR MEETING

** MR. HEMPSTEAD MOVED TO APPROVE THE MINUTES OF THE DECEMBER
6TH REGULAR MEETING AS SUBMITTED.

** MR. KRUMMEL SECONDED.

** MOTION PASSED UNANIMOUSLY.

B. JANUARY 3RD, 2008 REGULAR MEETING

The following corrections were made:

? Laurel Lindstrom should be addressed as "Councilwoman Laurel Lindstrom" or
"Laurel Lindstrom, Ex Officio" under Attendance.

? Doug Hempstead was present at the January 3rd meeting and so should be added to
Attendance.

** MR. KRUMMEL MOVED TO APPROVE THE MINUTES OF THE JANUARY
3RD REGULAR MEETING WITH THE ABOVE CORRECTIONS.

** MR. HEMPSTEAD SECONDED.

** MOTION PASSED UNANIMOUSLY.

III. BUSINESS

A. COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

1. Approval of Contract between the City of Norwalk and Norwalk Redevelopment for Administration of Local CDBG Program

Mr. Moore explained that the Redevelopment Agency had been the administrator of the Local Community Development Block Program and the City's annual entitlement of CDBG funds for the 33 year life of the program. He stated that at no time in those 33 years had there been formal documentation codifying that role and the lack of that documentation had been discussed with representatives from the HUD Regional Field Office in Hartford who advised the Redevelopment Agency to put such a document in place. He went on to say that Agency staff had worked with the City's Corporation Counsel and its own legal counsel to draft said document which had been submitted for review by the Committee. He stated that the document clearly identified the Agency as the administrator of the program and as the sole sub-recipient of their funding for administrative purposes. Mr. Moore said that the Agency's role as administrator and sole sub-recipient would not change the competitive process by which the CDBG Program was run but simply that the Agency would be responsible for overseeing that process. He assured the Committee that all funding requests would still follow normal channels through the Redevelopment Agency, Planning Committee and Common Council and asked that this contract be reviewed and approved.

Mr. Krummel referred to Item 1.C. of the contract where it said, "the City will assume responsibility as the 'sole sub-recipient'..." and noted that the Redevelopment Agency was the sole sub-recipient but that this line referred to "the City" as such. He suggested that the language, "the City will assume responsibility..." be replaced with, "the Agency will assume responsibility..."

Mr. Moore explained that the document had been edited by Corporation Counsel since its submission to this Committee and that the proper document read "the grantee will assume responsibility as the 'sole sub-grantee'..." instead of "the City will assume responsibility as the 'sole sub-recipient'..." He went on to say that on the first page in the first paragraph in the second to last line, the word "Agency" had been changed to "Grantee". Mr. Moore further explained that "Executive Director Tim Sheehan" in the same line had been changed to "Chairman Paul Jones" by Corporation Counsel.

Mr. Krummel asked if "Agency" had been changed to "Grantee" throughout the document.

Mr. Moore confirmed that it had.

Mr. Hempstead referred to Item 18, Conflict of Interest on page 11 and asked if there was any reason the City's current policy with regard to conflicts of interest was not used in this contract. He stated that he'd be more comfortable with the document if it adopted the

conflict of interest policy that had been adopted by Common Council in the previous year as opposed to making their own.

Ms. Brown asked when this document was due for submission.

Mr. Moore said that there was no specified due date but that the Agency wanted to respect HUD's wishes to submit the document as quickly as possible. He added that HUD had reviewed the structure of the document and found it to be satisfactory.

Mr. Krummel referred to Item E, Rules Governing the Use of Funds on pg. 2 where it said, "The use of the community development funds shall be governed by a written Agreement signed by the [Grantee] and the "Eligible Subgrantee." and "...A sample written Agreement is attached hereto and identified as Exhibit A." and noted that no such exhibit was attached.

Mr. Moore explained this Item, saying that it meant that the Agency would oversee the dissemination of funds and the competitive process to community stakeholders and that the Agency would sign similar agreements with those stakeholders documenting the terms and conditions of their received CDBG funds. He stated that those entities would be eligible sub-grantees and their contracts would closely mirror the contract before this Committee.

Mr. Burritt added that the sub-grantee agreements had been in place for many years and this Item referenced that there would be an agreement between the Agency as the grantee and the sub-grantee. He then stated that the missing attachment was a standard CDBG contract that the Corporation Counsel had developed years ago.

Mr. Krummel said that his major problem was with the use of the word "Agreement" because I think it's confusing since the rest of this document refers to itself, "Agreement between the City of Norwalk, Connecticut and the Norwalk Redevelopment Agency" as the "Agreement" and this item was referring to another document as the same.

Mr. Burritt suggested replacing "Agreement" where it referred to the agreement between the Grantee and the Subgrantee with "Subgrantee Agreement"

Mr. Krummel agreed.

Ms. Brown referred to Item F on pg. 2 where it said, "This Agreement shall remain valid for a period of five (5) years, unless otherwise revoked by vote of the Norwalk Common Council. The parties may agree to extend this Agreement for successive five (5) year terms." and asked why a period of five years was chosen.

Mr. Moore said that the Corporation Counsel had suggested that term because they felt there should be some time restriction associated with the Agreement instead of keeping it in effect in perpetuity. He then referred to his requested motion included in all Committee Members' Agenda packets which said, "Approve the enclosed working agreement

between the City of Norwalk and Norwalk Redevelopment Agency designating the Norwalk Redevelopment Agency as the administrator and sole sub-recipient of the City of Norwalk's annual entitlement of Community Development Block Grant funds.” and asked that the motion also authorize the Mayor to approve the contract.

** REV. BOLDEN MOVED TO APPROVE AND TO AUTHORIZE THE MAYOR TO APPROVE THE AGREEMENT BETWEEN THE CITY OF NORWALK AND NORWALK REDEVELOPMENT AGENCY.

** MOTION PASSED UNANIMOUSLY.

B. MASTER PLAN OF CONSERVATION & DEVELOPMENT

1. Review & Discussion

Mr. Burrirt suggested that in order to efficiently discuss issues with the Master Plan on Conservation and Development, the Committee could read and discuss issues previously submitted by its members which were highlighted with colors corresponding to the member who'd submitted them (this list of issues is attached). He further stated that he was not confident that he was qualified to answer all of the Committee's questions regarding the Plan and would have to defer to Mr. Greene who was expected to arrive shortly thereafter.

Ms. Brown suggested that the Plan be edited to replace Mr. Coffee's name with Mr. Bondi's name as Council President.

Mr. Burrirt made a note to make this revision.

** REV. BOLDEN MOVED TO SUSPEND THE RULES TO DISCUSS ITEM IV.A.1.
** MOTION PASSED UNANIMOUSLY.

IV. OLD BUSINESS

A. WEST AVENUE REDEVELOPMENT PROJECT

1. Reply to Comments Prepared by Mr. Doumlele — January 3, 2008

Mr. Burrirt said that at this Committee's previous meeting during Public Participation, Mr. Doumlele, a Norwalk resident had distributed a matrix comparing West Hartford's bond issue with his understanding of what Norwalk was seeking under the West Avenue project. Mr. Doumlele's concerns were that the West Hartford bond issue was proportionately smaller relative to the development than the Norwalk West Avenue project and he couldn't understand the disparity. Mr. Burrirt noted that included in each member's agenda packets was a memo from Mr. Sheehan in response to Mr. Doumlele's comparative matrix and comments. He went on to explain that the essential point that Mr. Sheehan made in this memo was that the City of Norwalk was still working through its

Master Development Agreement, financing structures, and how that financing may or may not be proposed for the City to consider. Therefore it would be premature to state the structure that the City was going to use for the West Avenue project. Mr. Burritt said that this would be the subject of negotiations between the City, the City's attorneys, the developer, the developer's attorneys and the Redevelopment Agency, negotiations which were far from complete. He further stated that the Redevelopment Agency's position was that Mr. Doumlele's questions and concerns were valid but the Agency was not in a position to respond to them at this time as they did not yet have a financing structure.

Mr. Greene arrived at 8:00 p.m.

Rev. Bolden asked Mr. Burritt whether or not he thought that the comparison of West Hartford and Norwalk was a fair comparison.

Mr. Burritt said that it was a reasonable comparison once there was something to compare. He said that he didn't believe Mr. Doumlele was off-base in asking to examine examples of other communities and how they'd handled their redevelopment projects and what kind of commitments they'd had to make and to compare that to Norwalk but at this point in the process it was an exercise around a series of assumptions

Mr. Krummel stated that the start of Mr. Doumlele's analysis was a public hearing in August at which Mr. Sheehan had announced that he thought that the infrastructure costs for the West Avenue development would be \$105 million. He said that this dollar amount stunned him and others. He said that reference was made at that hearing to what was being done in West Hartford and subsequently Robertson & Cole was hired to study creative financing. Mr. Krummel suggested that Mr. Doumlele was reacting to the \$105 million figure that was presented by the Redevelopment Agency and to the suggestion that creative financing would somehow help this. He said that Mr. Doumlele was doing an outstanding service to the City by pointing out beforehand that the bonds in West Hartford were general obligation bonds and that if Norwalk were to use the same structure the City could risk endangering its credit rating with the bond rating agencies. Mr. Krummel expressed his great concern by the implication that this was being handled quasi-privately between the Agency and the Developer particularly considering the projected \$105 million figure for infrastructure for West Avenue which was as yet unsupported. He said that tie and bond reports were limited to \$15 million and asked how the \$105 million figure was estimated.

Ms. Brown asked if there'd been a request by this Committee of the Redevelopment Agency staff to ask West Hartford about their plan.

Mr. Burritt recalled that the only request made of staff at that time was that they respond to Mr. Doumlele's comments.

Ms. Brown asked if it was possible to get some idea of how West Hartford had handled their development financing. She said that while she understood that it was premature to

compare it to Norwalk, it would be helpful to have the information in mind in dealings with a developer.

Mr. Burritt agreed to obtain that information.

Mr. Hempstead asked when and how a financing structure would be discussed and decided on and stated that he was uncomfortable with just receiving the final documentation without having a part in the process.

Mr. Burritt said that the Agency would be happy to provide the Committee with regular progress reports.

Mr. Hempstead said that conducting the process in that way still assumed that everyone was on board and his understanding from listening to the Council was that that was not necessarily the case and further discussion was required.

Mr. Burritt said that he would convey this concern to Mr. Sheehan and inform him that the Committee wanted to have perhaps an executive session at which these kinds of financial issues would be discussed.

Mr. Krummel requested that Mr. Doumlele be given a copy of Mr. Sheehan's response to his comments if he had not already.

III. BUSINESS

B. MASTER PLAN OF CONSERVATION & DEVELOPMENT

1. Review & Discussion (continued)

Mr. Krummel reopened discussion, asking Mr. Greene if the Master Plan would be submitted to Common Council following this Committee's review.

Mr. Greene answered in the affirmative, adding that following Council's decision on amending the Plan, it would then be sent back to the Planning Commission.

Ms. Lindstrom asked if there would be opportunity for public input regarding the Plan going forward.

Mr. Greene said that a public hearing would not be required and that the Planning Commission would most likely not hold another hearing unless there was a major unforeseen issue. He said that in reviewing the issues submitted by the Committee, he saw nothing that would warrant a public hearing.

The Committee then read through the issues list one at a time with each member reading an issue highlighted with the color corresponding to their name. These issues were discussed and voted on informally resulting in changes and one withdrawal shown in the

Updated Master Plan Issues List (also attached). All votes were unanimous with the following exceptions:

Rev. Bolden read her first issue from the list, A.1 General – A.2.1.4 which was a proposal to require developers to build all affordable housing units on-site despite current Workforce Housing regulations. She stated that off-site affordable housing encouraged the clumping together of specific income groups which did not encourage smart municipal growth and was discriminatory against people in certain income groups. Rev. Bolden said that everyone that had the opportunity to apply for workforce housing and was eligible should be allowed to acquire a unit on-site in a development to avoid the appearance of discrimination, stereotyping and bias.

Mr. Hempstead made the point that this requirement would limit developers from making more affordable housing units. He said that a fee-in-lieu of on-site affordable housing was set up so that the City could have funds to buy back affordable housing units elsewhere in the City which were coming back on the market to make more affordable housing.

The Committee voted informally and moved the issue onto Common Council with three members in favor: Bolden, Brown and Krummel and two against: Hempstead and Conroy.

During discussion of issue A.1. General – A.2.1.7 Mr. Conroy asked for a breakdown of affordable housing units that were not in housing projects and specifying which units were Section 8 housing.

Mr. Burritt agreed to provide that

Mr. Krummel read his issue regarding A.4. Retail – A.6.3.4 explaining that he was looking to prevent golf farm development. Discussion followed and an informal vote was held with Krummel, Bolden and Brown in favor and Hempstead and Conroy opposed.

Discussion on the Master Plan closed for the evening with Mr. Krummel's issue regarding the picture and caption in section A.6 Redevelopment resulting in changes shown in the updated issues list.

V. NEW BUSINESS

The Committee decided tentatively to meet again on March 3rd at 7:00pm for a special meeting to continue to discuss changes to the Master Plan.

Mr. Hempstead said that there was an effort to establish a village district in the Silvermine which had gone before Committee.

Mr. Greene said that the Zoning Committee had respectfully asked the Mayor and the Common Council to amend the plan of development to include a village district at

Silvermine Tavern. He stated that a memo had just been signed by the Commission earlier in the evening and that it would go to the Mayor and the Common Council.

ADJOURNMENT

- ** MR. HEMPSTEAD MOVED TO ADJOURN.
- ** MR. KRUMMEL SECONDED.
- ** MOTION PASSED UNANIMOUSLY.

The meeting was adjourned at 9:55 p.m.

Respectfully submitted,

Jessica Schroder
Telesco Secretarial Services

