



Land Use-Urban Redevelopment Committee – Board of Representatives

Nina Sherwood, Co- Chair

Carmine Tomas, Co-Chair

Committee Report **DRAFT**

Date: Wednesday, September 18, 2024
Time: 7:00 p.m.
Place: This meeting was held remotely.

In attendance were Co-Chairs Sherwood and Tomas, and Committee Member Reps. Adams, Campbell, Camporeale, de la Cruz, Grunberger, Kuczynski, Matheny, Mays, and Summerville. Also in attendance were Rep. Goldberg; Lou Casolo, City Engineer; Burt Rosenberg, Law Department Attorney; Frank Petise, Transportation Bureau Chief; Benjamin Barnes, Director of Administration; Robert Clausi, EPB Executive Director, and Attorney Rick Redniss, land consultant for adjoining property owners, and members of the public.

Co-Chair Sherwood called the meeting to order at 7:01 p.m.

Item No.	Description	Committee Action
1. LU31.042	RESOLUTION; approving the amendment of the Inland Wetland and Watercourses Regulations of the City of Stamford. 06/21/24 – Submitted by Robert Clausi, EPB Executive Director 07/15/24 – Held at Steering 08/21/24 – Recommitted to Steering 8-0-0 09/18/24 – Approved by committee 11-0-0	Approved, 11-0-0

Executive Director Clausi reviewed the major changes noted in his June 21, 2024, memo:

- Increasing the upland review area from 25 feet to 50 feet in non-drinking water supply watersheds.
- Increasing the upland review area from 50 feet to 75 feet in drinking water supply watersheds.
- Allow the Environmental Protection Board to appoint their staff as “duly authorized agents” with the ability to expeditiously issue and extend permits for minimal impact minor regulated activities proposed outside of wetlands and watercourses.

Rep. Camporeale had questions regarding the minimum number of feed in regards to various locations and conditions. Executive Director Clausi responded with the prior regulations and compared to the proposed amendments in the Resolution.

Co-Chair Sherwood asked if the Board of Representatives are given authority to amend or edit the terms regarding the regulations in the Resolution at a future date if needed. Executive Director Clausi stated there are places where the Board of Representatives does have the power

to amend or edit the terms but stated that per the State of Connecticut Department of Energy and Environmental Protection (DEEP) the resolution regulations cannot be changed in any way that they do not conform with the Inland Wetlands and Watercourses Act. Additional discussion regarding possible future edits continued, with some sections of the resolution being read and discussed between Executive Director Clausi & the committee members, including questions regarding applications for projects that may be of significant impact.

A motion to approve Item 1 was made by Rep. Adams, seconded by Co-Chair Tomas, and approved by a unanimous vote of 11-0-0 (Co-Chairs Sherwood and Tomas, Reps. Adams, Campbell, Camporeale, de la Cruz, Grunberger, Kuczynski, Matheny, Mays and Summerville in favor).

2. [LU31.043](#) REVIEW; Widening of Garden Street between Henry Street and Dock Street. **L. Casolo**
08/12/24 – Submitted by Rep. Adams **T. Cassone**
08/21/24 – Recommitted to Steering 8-0-0 **F. Petise**
09/18/24 – Held

Co-Chair Sherwood made a motion to move agenda item #3, LU31.043, ahead on the agenda as Item #2. Multiples seconds to the motion, vote was 10-0-1 (Reps. Sherwood, Tomas, Adams, Camporeale, de la Cruz, Grunberger, Kuczynski, Matheny, Mays, and Summerville in favor, with Rep. Campbell abstaining). Item LU31.043 was then addressed by the committee as the second item of the meeting.

Co-Chair Sherwood asked Rep. Adams if there were any particular questions he would like the presenters to address when they speak to the item. Rep. Adams said he wanted clarification on the item being a MOU [Memorandum of Understanding] and that a MOU was used to get around the City's contract requirements for items over \$100,000 and how the MOU allows the court system to avoid the various Boards at the City of Stamford for required approvals.

Attorney Bert Rosenberg, City of Stamford Law Department, responded and explained this MOU was the settlement of a legal claim against the City. Neither the City Charter nor the Code [of Ordinances] require that any of the Boards approve the settlement of a legal dispute. Rather, the Corporation Counsel (Law Department), with the approval of the Mayor, has exclusive authority to settle claims against the City.

Rep. Adams continued with discussion that if a contractor came to the City with a contract of more than \$100,000 they could get around the requirements to go to the Board of Reps, the Planning Board, or the Zoning Board for approval and instead just file a lawsuit against the City so Corporation Counsel could settle the contract as a legal dispute using a MOU. He feels the court shouldn't have the power to overrule any process for approval that a contractor would have to go through.

Attorney Rosenberg continued the discussion and explained that the judicial system requires the City's Law Department to honor a settlement and there's no requirement for a legal settlement to seek Board approval (from any Board at the City).

Rep. Adams asked why there was inclusion of Washington Blvd. in this MOU when most of the property on the corner of Washington Blvd and Pulaski St. was a full take for everybody in that vicinity and it was never discussed about an easement? Why is this included into this binding document about Garden St?

Attorney Rosenberg stated he cannot respond as he was not part of that Washington Blvd matter;

he has no knowledge of it; it was negotiated by a different attorney. The MOU was the settlement of a claim against the City, which if the parties has not come to an agreement would have inevitably led to a lawsuit. He also said he was not involved in the negotiation of the MOU in question; the first he knew about it was when this review item came before the Board of Representatives. This is an MOU from the prior Mayor's administration (a former Corporation Counsel worked on this).

Rep. Adams acknowledged this information and continued the discussion, commenting on and comparing districts and developments that are using easements vs takings on City streets, and then asking if Attorney Rosenberg knew of any other than the one the Rep. quoted (the Tiff district).

Attorney Rosenberg deferred his response and said Director Petise would be better able to respond to the question.

Co-Chair Sherwood paused the response and asked City Engineer Casolo to present, and then Director Petise could speak, and then the floor would be opened to other committee members who have questions.

Engineer Casolo presented and reminded the committee this item was discussed at the 8/21/24 meeting and summarized how item was explored at that meeting. Main issue is why was the taking done by easement instead of acquisition, and this meeting was to have legal representation from the City in the meeting this month. As far as easements in other areas, Engineer Casolo deferred to allow Director Petise to respond if he's aware of any.

Director Petise repeated the question to confirm he understands it; Rep. Adams repeated it. Director Petise stated that the only easements he is familiar with is in cases of sidewalks per City standards that cross into the development's land; this is kind of a unique situation per his experience at the City. Rep. Adams again quoted some of the locations where full takes were done (Washington Blvd, Pulaski St.) and that if the City had instead done easements these property owners would still have been able to own their properties and the City would have had easements, instead of a full take. Director Petise stated he was not involved with those takes either, but said he thinks part of the reason for the takes was the lot size after the City would have gotten the easement from, though he cannot fully speak to that as he was not part of the project; he became involved in the project at the end after the takings were already done.

Rep. Adams returned to discussion that this MOU sends message to developers that to get around the City's requirements to seek approval from the various Boards (Planning Board, Zoning Board), just file a lawsuit so you can get an MOU as a settlement.

Additional questions Rep. Adams stated were about why are they trying to put in a two-way road here when it has not been approved yet? And wouldn't that be inconsistent with the road for the bike lane versus the one we currently have going throughout the City?

City Engineer Casolo responded to Rep. Adams' questions re: the roadway and the bike lanes by deferring back to Attorney Roseberg to review the attorney's letter to the Board of Reps summarizing some of the content and questions. It mentions the term Complete Streets and how it came to fruition. (*Attorney Rosenberg's internet connection dropped and Co-Chair Sherwood took questions from committee members while Attorney Rosenberg attempted to reconnect)

Rep. Kuczynski asked questions regarding "why this, why now?" regarding turning this very short one-way street back into a two-way street at great expense, vs street paving and no parking designations on a street designated for repaving for over a month though zero work was done on the scheduled street paving. Yet the City is proposing spending millions of dollars to convert it

back into a two-way so soon after it had been converted into a one-way street? And what are the traffic studies that support this move?

City Engineer Casolo referred Rep. Kuczynski to page two of the letter sent by Attorney Rosenberg and opened floor to Director Petise to add to the response as he was the one who answered this question to Attorney Rosenberg.

Director Petise defined what a complete street is (focuses on safety and is designed to accommodate multi-modal transportation for all users, regardless of if it is a one-way or a two-way street). He was not really involved in this MOU either; it was done by his predecessor so he cannot fully speak to why it went into the MOU the way it did. However, he believes that the rationale to convert it back to a two-way street was to provide better connectivity to the South End of Stamford and to activate the street more as well. He also believes there was a traffic study done to examine this street both as a one-way and as a two-way. Rep. Kuczynski stated no traffic study is in legislative history.

Attorney Rosenberg returned to meeting and City Engineer Casolo read into the record the section of the attorney's letter that summarizes the traffic decision on why to convert the road back to a two-way street.

Rep. Kuczynski responded on the rationale for the change from one-way to two-way street. Also stated there does not appear to be what we would call a complete or thorough traffic study that would justify this being converted back into a two-way street. He then had additional questions for Attorney Rosenberg: 1) this document that has been referred to as a Memorandum of Understanding (MOU); is this in fact a traditional MOU or is this more of a definitive agreement that might more commonly be called a contract?

Attorney Rosenberg responded that this MOU in question is in fact a contract in settlement to a substantial claim of millions of dollars.

Rep. Kuczynski had questions regarding the terms and obligations, and covenants in this MOU are legally binding to both parties? Attorney Rosenberg confirmed this to be the case, but there is a provision in the MOU that the City must support all of the efforts made for the project to go ahead, which includes the widening of Garden St. Attorney Rosenberg agreed that the term MOU in this case is a bit of a misnomer, and if/when he were to write such a document it would be called a Memorandum of Agreement instead.

Rep. Kuczynski asked another question and clarified it: the contract (MOU) has multiple obligations for both parties, so the City moving forward with the Garden St. widening project is one party's fulfillment of one of their obligations. The counter party, BLT, has a set of obligations of which some are yet to be fulfilled. Attorney Rosenberg confirmed all these observations in the question to be correct. Rep. Kuczynski observed that this contract (MOU) sets the City up to complete the first, very expensive step in the list of outstanding obligations before the counter party, BLT, has to move to fulfill any of their obligations.

Rep. de la Cruz asked Attorney Rosenberg if there was a complaint filed in Superior Court or any other court that was the genesis of this Memorandum of Understanding? Attorney Rosenberg responded no, a court complaint was never filed because Corporation Counsel Katharine Emmett who handled this claim was able to settle the matter as set forth in this MOU. Rep. de la Cruz states this means that this MOU was not based on a settlement sanctioned by a court of law. Attorney Rosenberg agreed with this statement, and that this was a \$4.3M claim by the counter party, BLT, settled short of a legal claim. Rep. de la Cruz pointed out that this is just a dispute, not a legal dispute, as there was never a court case this settlement is tied to. Due to this fact, and the fact that the dollar amount exceeds \$100,000 it should have been submitted to the Board

of Representatives for approval and was not. Attorney Rosenberg reminded Rep. de la Cruz that neither the City Charter nor the Code [of Ordinances] require that any of the Boards approve the settlement of a legal dispute. Rather, the Corporation Counsel (Law Department), with the approval of the Mayor, has exclusive authority to settle claims against the City. Rep. de la Cruz reminded Attorney Rosenberg this was not a legal dispute as it was never adjudicated in a court; it's just a dispute. Attorney replied if a claim for funds is made which is pursuant to a previous agreement (as this one was), then that constitutes a legal claim and it can be settled without going to court.

Rep. de la Cruz said he will check the Charter and the Code to confirm the information regarding what constitutes a legal dispute per the definition of one given by Attorney Rosenberg. He then asked staff to display the legislative history of the item, and had a question as to why an item regarding 650 Atlantic St. was included in this item as it did not appear to be pertinent to the item, as it talks about the remediation of pollution on Atlantic St. Staff will add the email from Susan Halpern that gives a link to the connection of the 650 Atlantic St to the widening of Garden St to the legislative history and email directly to the committee members. Rep. de la Cruz then requested staff bring up the list of mutual obligations from the MOU and then Attachment A from the MOU to inquire to the status of the Pulaski St Pedestrian Bridge Project, which his district has been awaiting for years, even though the MOU states the project should be completed as soon as possible. He has asked about the status of the bridge before and is bringing it up again as it is a very important connection in his district and he wants status.

City Engineer Casolo responded as to the status of the bridge in question. Plans have been submitted multiple times by the developer but there has been some delays as the alignment crosses over some Eversource easements that had to be resolved. The bridge alignment has been altered slightly so the structure itself is not blanketed by the easement anymore. He will speak with his staff as a follow up to this meeting to get Rep. de la Cruz and the committee a better report on current status of this bridge project. Rep. de la Cruz asked for him to send the current status report to the staff so it can be linked to the item's legislative file and he is also requesting a copy of the latest design of the project submitted be sent to him.

Rep. de la Cruz also asked for the TIF agreement with BLT to be linked to the item's file. He advised he will make a motion at the appropriate time to hold this item until there is a further understanding of the three documents he requested on this matter.

- Email explaining item's link to 650 Atlantic St
- Pulaski St. Pedestrian Bridge Project status report including current design submitted
- Copy of the TIF agreement with BLT (ratified copy)

Rep. Adams seconded the discussion points from Rep. de la Cruz and stated his opposition to widening Garden St and to converting the one-way street back to a two-way street as he stated various ways the widening and the two-way street would affect traffic. He also asked Attorney Rosenberg if the reference to the TIF fee is related to when the City refinanced the bonds for the TIF due to better bond interest rates available from City's AAA rating, which saved the City millions of dollars and then the CT DOT claimed it was their TIF and they had a right to the monies the city saved by refinancing because the City refinanced under their credit line?

Attorney Rosenberg stated he did not believe that was the dispute; the claim by BLT was that due to how the TIF works (the developer improves the property and on the basis of the future appraised value of the property and future payments to the City based upon the improvements to the property, the TIF revenue funds are in part returned to the developer) That was the source of the dispute. BLT claimed the City owed them \$4.3 million in TIF funds (Tax Increment Revenues). That was the basis of the dispute. Rep. Adams said he thought the understanding was if property comes onto the tax roll BLT would get 50% of the taxes paid to the City and the City got 50% for the upkeep of the TIF (then gave an example); Attorney Rosenberg stated that was not correct

and is happy to discuss it further after the meeting, to which Rep. Adams agreed.

City Engineer Casolo stated that the MOU indicates a two-lane road and the entity (BLT) has a contractor lined up to do this work, winter's approaching, and in light of the discussion to hold this item, asked Attorney Rosenberg what is the position of the City in light of the issue on the two-lane road. If the road conversion is not approved, it will change the cost of the road work; how will this affect the agreement? He wants to be able to address the questions he will get when they come in.

Attorney Rosenberg answered that the only point the Board of Representatives is voting on is to permit the street from being converted from a one-way street to a two-way street. What impact that will have on the developer, he cannot say. If the Board rules against it, it will not matter to the developer either way.

Co-Chair Tomas asked City Engineer Casolo if a temporary easement has been granted. Attorney Rosenberg stated it was still in the process of negotiation and has not been finalized. Co-Chair Tomas also asked if any remediation been done to that block? A portion of that block is in question here (650 Atlantic, Bleckensdorfer Building). City Engineer Casolo stated he was only familiar with aspects with the widening and the temporary easement associated with that; the easement is for the purposes of building a temporary sidewalk on the west side (BLT property side) so pedestrian access can be maintained while they're working on the road to the east. It runs the length of Henry St. almost to Dock St, of which 650 Atlantic is almost in the middle of the block. He doesn't know how that ties into the rest of the discussion here. Co-Chair Tomas stated he was curious because it is known there is contamination in that block; he's curious to know if the easement in question contains any contamination as well. City Engineer Casolo said he can ask; no information was presented to him on that.

Director Petise stated he believes the developer is trying to do some work on the west side of the development to allow them to build the wider side of the street on the east side first; that is his understanding. He also is not aware of the status of contamination or remediation on this site.

City Engineer Casolo read the sidewalk specifications for what is being build to allow pedestrian access during the road construction; he said the asphalt is capping over the soil below it (2 inches worth) with the support structure for the sidewalk, so if there is contamination it would be capped.

Rep. Kuczynski asked Attorney Rosenberg if there is a specific legal obligation to construct the specified two-way street using an easement? Attorney Rosenberg believes there's not enough space on the street to construct the sidewalk without the easement; in his opinion the City does have the legal obligation to allow them because there currently is not enough space to construct it without the easement.

Rep. Kuczynski stated history provides evidence this is not true, as the street was two-way in the past without an easement. Also, there are multiple ways to gain additional land to build the street, such as the taking of land. City Engineer Casolo stated that the new two-way street is a complete street with parking, lanes and bike lanes, so it needs more land than the prior two-way street had.

Attorney Rosenberg stated if we take the land as in imminent domain the City is obliged to pay for it; this is not the case with an easement.

Co-Chair Sherwood asked that committee members send her any questions that are outstanding prior to the next committee meeting so the committee can have a general understanding of the matter and be more productive in their discussion. She also stated one of the co-chairs would reach out to City Engineer prior to the next meeting to streamline the discussion.

A motion to hold Item LU31.043 was made (Rep. de la Cruz), seconded (Co-Chair Tomas), and approved by a vote of 11-0-0 (Co-Chairs Sherwood and Tomas, Reps. Adams, Campbell, Camporeale, de la Cruz, Grunberger, Kuczynski, Matheny, Mays and Summerville in favor).

3. [LU31.044](#) RESOLUTION and approval of public hearing; of the Director of Administrations Final Report Dated September 4, 2024, concerning the Discontinuance of a portion of Garden Street in Stamford (between Dock Street and Manhattan Street)
09/04/24 – Submitted by Ben Barnes
09/12/24 – Referred by Planning Board
09/12/24 – Approved by Board of Finance
09/18/24 – Voted to second item of agenda 10-0-1
09/18/24 – Amendment approved 11-0-0
09/18/24 – Approved as amended by committee 11-0-0
- 1) Voted to 2nd Item of meeting, 10-0-1**
2) Voted to amend to add text, 11-0-0
3) Approved as amended, 11-0-0

Co-Chair Sherwood made a motion to move agenda item #3, LU31.043, ahead on the agenda as Item #2. Multiples seconds to the motion, vote was 10-0-1 (Reps. Sherwood, Tomas, Adams, Camporeale, de la Cruz, Grunberger, Kuczynski, Matheny, Mays, and Summerville in favor, with Rep. Campbell abstaining). Item LU31.043 was then addressed by the committee as the second item of the meeting.

Co-Chair Sherwood gave the committee a legislative history review of this item, starting about 5 months prior, explaining the distinction between the City owning and selling approximately 10% of the land in question on Garden Street, versus only owning and selling the easements to approximately 10% land, and how this would affect a future sale of the land in question. Co-Chairs Sherwood and Tomas have had multiple discussions with Director Ben Barnes and with Mr. Redniss, who represents the landowners regarding how to create a contract that would give the City a portion of the sale proceeds for the easements. Co-chairs of Land Use worked with Director Barns and Law Department Attorney Rosenberg to write an amendment to present to the Land Use Committee, which would be added to the resolution to create the desired affect of the same outcome the Board of Representatives wanted and approved 5 months ago.

Director Barnes also gave a brief summation of the discontinuance of the northernmost block of Garden Street, requested by adjoining property owners several years ago. The City wishes to pursue this the administration believes that the discontinuance will help make this vacant section of parcels immediately next to the train station into an attractive and important redevelopment site for transit-oriented development that will support the master plan to provide economic growth to the City of Stamford in a way that will have minimal impact on the environment or the City's residents. An appraiser was hired to provide an estimate on the value of the City's easement for this site as speculative land where development was highly likely. Director Barnes explained the appraiser's analysis and pricing of \$1,040,000, and the City will place a requirement on the abandonment of the easement prior to the landowners obtaining a development permit for the site that the landowners will abate any utilities that are onsite to the satisfaction of the City Engineer. That allows them to transfer the obligation to abate the utilities to whatever owner eventually builds something on the site and could incorporate that into the project. Director Barnes also proposes the \$1,040,000 be reduced by a reimbursement of \$4,000 to the adjoining property owners who assisted the City by providing some professional services to the City in this matter (services are: a Utilities Survey and a Needs and Bounds description of the property), for a final figure of \$1,036,000. In response to Co-Chair Tomas' request to include provisions that if the land should sell at a higher price to a developer that the City would benefit from that; the

amendment language incorporates the request by having the adjoining property holders pay the \$1,036,000 now to the City and if in the future when they sell to a developer, if the value is higher than the City expects per the appraisal, minus the utilities relocation cost, the adjoining property holders will work with the Law Department to get a pro rata share of that price. If the land ends up selling for much less than the City's appraisal indicated, there is the ability for the adjoining property holders to receive a partial refund depending on the actual value vs the appraisal.

Attorney Rosenberg stated the Law Department is prepared to move forward with whichever version of the resolution (original or amended) the Board wishes to move forward with.

Committee members were given opportunity to ask any questions on Director Barnes' presentation. Reps. Kuczynski and de la Cruz who had been waiting to speak deferred until after Attorney Redniss spoke.

Attorney Rick Redniss, a land use consultant, explained his involvement on this project. He stated he is helping the adjoining property owners conclude a process started in 1979 when the families who lived and work there were first notified that the City had intentions to take some of their property. He deferred to get into the minute details of the prior decades, but started with summarizing his 2 years of work on this project. The property owners have been without benefit or use of this property for the better part of a decade due to a prior developer not closing on the proposed sale. The adjoining property holders are agreement with the City's proposal.

Rep. Kuczynsky spoke in agreement with the proposal with the addition of the amendment.

Rep. de la Cruz asked for clarification from Director Barnes on how the price \$1,036,000 was derived/how was the benefit assessment arrived at? Director Barnes responded that Kerin/Fazio, a certified appraiser with a lot of commercial experience, to conduct the appraisal in April 2024. Rep. de la Cruz confirmed he understood and then spoke in agreement with the proposal with the addition of the amendment.

Rep. Adams spoke in agreement with the proposal with the addition of the amendment, especially as it removes the burden of site cleanup from the City.

Co-Chair Sherwood read the amendment text into the legislative record as the proposed amendment. Discussion ensued regarding the amendment and the expected price, as Rep. de la Cruz asked to clarify the figures or any specific numbers; Director Barnes explained the 2 possible scenarios for a higher than vs a lower than sale price to a future developer, and that with an unknown sale price in the future we cannot confirm the pro rata price at this time, only the formula for the pro rata price. Rep. de la Cruz asked if it was possible to put a range on the future sale price. Director Barnes said we do not know what the utilities abatement costs will be, so the affect on a future sale to a developer cannot be known with any certainty.

Rep. Adams asked Director Barnes if he knew what the taxes from this property to the City were after the buildings were removed and what the taxes would be on the land in the next 10 to 15 years would be if the land doesn't sell and get redeveloped. Director Barnes checked the assessment records and said the combined parcels generated about \$93,000 annually in taxes. Director Barnes also stated that the values that relies on are just over half the amount the City's appraisal suggests that land might be worth as a single development parcel.

Additional discussion continued. Rep. Kuczynsky received permission to address Rep. de la Cruz and clarify the proposed amendment and the adjoining landowners' situation and how the final sale price will end up being the fair market value, regardless of when and for how much the land ends up selling to the developer for.

Rep. Tomas stated he understands Rep. de la Cruz's question regarding the City's pricing and Director Barnes summarized the pricing in the Garden Street Analysis document prepared by the administration. Director Barnes & Rep. Tomas reviewed the document and the prices listed on it/where they came from, especially the \$1M estimate for the utilities relocation. Rep. Tomas asked what is the base price the City's anticipating using to trigger whether we get an additional payment or make a partial reimbursement? Director Barnes said the sale would have to hit the listed number right on the nose to avoid any payment up or down, which is highly unlikely.

Rep. de la Cruz thanked Rep. Kuczynski for his market summation. He had not seen or analyzed the Garden Street Analysis document Rep. Tomas referred to and therefore cannot know if would ease his uncertainty on the expected price, cost of utilities and so on. He asked for a copy to be linked to the legislative history of the item for the benefit of the committee and is somewhat conflicted on the issue. Asked if he could withdraw his motion; Co-Chair Sherwood said as the matter was already seconded and discussed, the matter would need to be voted.

Director Barnes was asked to email the document to staff; document received, saved to legislative file and displayed to committee for review. At Co-Chair Sherwood's request, Director Barnes gave a general overview of the document to the committee, including where the figures came from (assessor's office values for individual properties and Kerin/Fazio appraisal figure for the discontinuance). Rep. de la Cruz asked Director Barnes to clarify a figure and was given the explanation; Rep. de la Cruz and Director Barnes discussed the clarification and Rep. de la Cruz's request to put a fixed figure into the agreement vs the current wording and estimates in the language of the proposed amendment.

Co-Chair Sherwood stated her support for the amendment in light of the land ownership actually being a City easement.

A motion to vote on the amendment was made, seconded, and approved by a vote of 11-0-0 (Co-Chairs Sherwood and Tomas, Reps. Adams, Campbell, Camporeale, de la Cruz, Grunberger, Kuczynski, Matheny, Mays and Summerville in favor).

A motion to vote on the item as amended was made (Rep. de la Cruz), seconded (Co-Chair Tomas), and approved by a vote of 11-0-0 (Co-Chairs Sherwood and Tomas, Reps. Adams, Campbell, Camporeale, de la Cruz, Grunberger, Kuczynski, Matheny, Mays and Summerville in favor).

Co-Chair Sherwood thanked everyone who worked on this item.

Co-Chair Sherwood adjourned the meeting at 10:31 p.m.

Respectfully submitted,
Nina Sherwood, Co-Chair

This meeting is on [video](#).