

Janeen's Notes from 6-20-06
Special Meeting
Northgate

Balconies facing Route 1:

- Applicant will provide revised drawings showing no balconies on the east side.

Shuttle-UM:

- Strengthen language so by-laws can not be changed
- Add "in perpetuity"
- Confirm times: 7 a.m. – 11 p.m. weekdays and 10 a.m. – 1 a.m. weekends
- Add "subject to modification with approval from the City"

Parking – Fee In Lieu:

- \$5,000 per space
- P&P will determine final number of spaces
- Fee In Lieu will be capped at \$245K
- This is if the City does the Parking District
- 50% is due at issuance of building permits; balance is due with issuance of the U&O for the first residential unit.
- They reserve the right to build another level of parking

Parkland/Promenade Issues:

- If P&P can validate the cost of a promenade, get them to agree that the amount would instead go to P&P toward the cost of a new bridge

Owner-Occupied vs. Rental %:

- No resolution – applicant is at 50%; City is at 10%

PILOT:

- If building is sold to UMD or a non-profit; or if they buy units or floors in the building – applicant will stipulate that if the property is sold and removed from the tax roles, the buyer would pay real and personal property taxes.
- Put this in the condo documents and in the by-laws and it will transfer to successive owners.

Attorneys Fees:

- We want our standard language that they pay the attorney's fees if they are wrong.
- No resolution

Miscellaneous:

- Language in Motion #13 – add that its in the by-laws and runs with the land.
- Jack's item - #7 in Agreement – make it conform to County Plan (condition #1L) “Prior to issuance of certificate of approval of DSP.” Change this in the motion and agreement.
- #10 on Page 3 – whose approval? SHA's – stipulate that.
- Motion should say that approval is contingent upon the Agreement being executed.

Motion:

In support of the DSP, based upon the revisions to the Conditions and Agreement as discussed tonight; To authorize the City Manager to sign said revised Agreement; City support is contingent upon the execution of said Agreement by all parties at least two weeks prior to the appeal deadline.

Vote:

Aye:	Hampton, Fellows, Perry, Catlin
Nay:	Milligan, Krouse
Abstain:	Olson, Pena-Melnyk