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: July 26, 2012

RE: **MEETING NOTICE**

The next scheduled meeting of the Planning Committee of the Common Council will be held on **Thursday, August 2, 2012 at 7:30 pm**, in Room 231 in Norwalk City Hall. Please Note the Time and Location.

PLANNING COMMITTEE OF THE COMMON COUNCIL
August 2, 2012
7:30 PM

AGENDA

CALL TO ORDER

ROLL CALL

I. APPROVAL OF MINUTES – July 2, 2012

II. BUSINESS

A. DAY STREET PARCELS

1. Approval of the Option Agreement between the City of Norwalk and the Norwalk Housing Authority for the acquisition of 13 and 20 Day Street.

B. WALL STREET REDEVELOPMENT PLAN

1. Review of the Head of the Harbor project, the related appraisals and the Tighe and Bond public improvement cost estimates

B. CDBG

1 Approve scheduling of a public hearing to be held during the regular meeting of the Planning Committee meeting on September 6th at 7:30pm to review CDBG program performance during the FY11-FY12 program year.

C. <u>PROJECT UPDATES</u>

1. 95/7
2. Waypointe
3. Wall Street Place

III. NEW BUSINESS

IV. OLD BUSINESS

ADJOURNMENT

CITY OF NORWALK
PLANNING COMMITTEE OF
THE COMMON COUNCIL
JULY 2, 2012

ATTENDANCE: Nicholas Kydes, Chair; Michael Geake, (by phone); Douglas Hempstead; Carvin Hilliard; David McCarthy; Matthew Miklave; Warren Pena (7:38 p.m.)

STAFF: Timothy Sheehan, Executive Director; Munro Johnson

OTHERS: Tod Bryant, Norwalk Preservation Trust; Frank Farricker, Globe Theater; Bruce Kimmel, Common Council member

CALL TO ORDER

Mr. Kydes called the meeting to order at 7:34 p.m. and called the Roll.

APPROVAL OF MINUTES – JUNE 7, 2012

The following corrections were made to the minutes:

Page 2: Correct the spelling of Mr. Kydes' name.

Mr. Miklave said that he did not take part in the public hearing for the Neighborhood Assistance Act Tax Credit Program to avoid the appearance of impropriety, but will vote on the minutes.

** **MR. MIKLAVE MOVED TO ACCEPT THE MINUTES AS CORRECTED**
** **MOTION PASSED UNANIMOUSLY**

Mr. Pena joined the meeting at 7:38 p.m.

BUSINESS

A. REDEVELOPMENT PROJECT UPDATES

Mr. Sheehan provided the Committee with an update on the Redevelopment projects. He said that Mr. Olson provided the Committee with a synopsis of the Wall Street project at last month's meeting. Mayor Moccia has requested a meeting with Commissioner Smith in order to continue discussions with the DECD.

Demolition took place at the Waypoint project site. Hidden basements were discovered to contain asbestos and they had to file a remediation plan with the State before moving forward. Phase I and II will be taken as one project and they anticipate it will be completed in 27 months. It is expected that they will file a site plan with Zoning for Phase III.

Casey's Sheetmetal is staying in place and he has been provided an allowance to improve their property. There have been ongoing conversations with the developer.

Spinnaker has been in discussion with their bank trying to advance forward with the southern end of the property. To date they have been unable to obtain a release. The challenge to the bank is to understand the implications of releasing the southern piece.

Mr. Sheehan reported that a bank is interested in the parcel with the yellow brick Methodist Church on West Avenue. He said that the Church is not advocating for pricing the property for historical preservation.

Mr. Bryant said that the owners turned down another buyer who wanted to close by the end of this year. Mr. Miklave asked if the Common Council had any role in the purchase or sale of the property since it is a Redevelopment property. Mr. Sheehan said that its location is deemed a preservation zone. Mr. Miklave said that he would be interested in what that entails. Mr. Sheehan noted that there will be Zoning implications and traffic. Mr. Kydes asked if the bank plans to keep the exterior of the structure. Mr. Sheehan said that his sense is that they are going to demolish the building.

Mr. McCarthy said that he talked to Mr. Bryant and others and said that his personal feeling is that if the transaction has not proceeded to a binding agreement, he would be in favor of exploring the nature of the historical building and if possible encourage its preservation. Mr. Hempstead asked if the property was eligible for anything. He said that he has been inside the building and it is beautiful. He said that there are not many yellow brick buildings left and asked what could be done to preserve the building. Mr. Sheehan said that the issue of the City's interest in preserving the building will go a long way.

B. <u>WASHINGTON STREET DESIGN DISTRICT II URBAN RENEWAL PLAN</u>

1. Review status of the 20 North Water Street Brownfield Grant and related mitigation requirements

Mr. Sheehan said that there are issues with regard to the building. He said that there are components that need to be incorporated. Mr. Bryant said that he is doing documentation and photographing the building. A discussion about the requirements ensued.

Mr. Miklave asked Mr. Sheehan to find out if he sees any Common Council involvement with approvals for the project. Mr. Sheehan said that at this point he does not see anything. They have pulled the demolition permits and Zoning is in place. He said that the only thing that will come back to the Common Council will be to accept the enhanced underpass improvements. He said that there is nothing to stop the demolition from going forward.

Mr. Sheehan reported that the Housing Authority project is moving forward and they have selected a developer and architect. The Zoning modifications are moving forward with the Planning and Zoning office.

C. CONNECTIVITY

1. Review RFP for Downtown Norwalk Wayfinding System

Mr. Johnson explained that the Connectivity Master Plan was approved in March and that wayfinding was an implementation step under that Plan. He provided the Committee with a sense of the RFP's components and said that the project will come back to this Committee for other approvals. Mr. Hempstead asked for an updated time table in the RFP. Mr. Miklave wanted bike friendliness emphasized as much as possible.

Mr. Kimmel asked about the cost of the project. Mr. Johnson said that there are funding sources in place. A ballpark estimate for the cost for the entire project is approximately $100 - $200,000 which includes labor and installations. Mr. Hempstead asked if there is a provision to allow for sponsorships to underwrite the cost of signs. Mr. Johnson said that there is a technological component that would lend itself to sponsorship. Mr. Miklave said that he would not be opposed to non-obtrusive signage.

D. NORWALK TOD DISTRICT

1. Review potential zoning modifications

Mr. Sheehan explained that the Committee approved this plan and this is the first stage of the implementation of that plan. He said that the Zoning issues are extremely complex and there are issues to consider. He said that there are concerns about the percentage of affordable housing units being three times the required amount. He said that he is working with Mr. Greene and the Planning and Zoning staff.

Mr. Kydes suggested holding a special meeting so that Mr. Sheehan and Mr. Greene could provide a presentation.

Mr. McCarthy said that he feels there should be a reduction in parking requirements based on the concept of people not using cars in a TOD community.

The Committee discussed the percentage of affordable housing units. Mr. Sheehan said that the City would probably want more than 10%, but does not feel the City wants a number that would scare off private investors. The City currently maintains 11% of its housing inventory as affordable.

Mr. Hilliard noted that this project has been discussed and discussed and there has been meeting after meeting on this project. He said that this project goes back several years.

Mr. Sheehan said that this item will come back to the Committee in August.

Mr. Kydes left the meeting at 8:40 p.m. and turned the meeting over to Mr. Hempstead to chair.

Mr. Hempstead said that it came to his attention after the last meeting that there was some discussion from Poko that the City does not support them. He distributed a copy of minutes from September 3, 2009. Mr. Sheehan said that he will forward that information to Mr. Olson.

E. CDBG

Action: Advance to the Common Council the Globe Theater Resolution supporting the redevelopment concept and directing the Redevelopment Agency to begin work on the Section 108 Loan Guarantee Application

Mr. Kimmel asked what the worst case scenario would be for the City. Mr. Sheehan said that it would be for a call on the City to repay the loan. Mr. Kimmel asked Mr. Sheehan if he has seen a project like this go forward without an in-depth market study. Mr. Sheehan said that he shares the Committee's concern. Mr. Miklave said that he finds the structure to be interesting and exciting for the Globe Theater, but isn't sure about using Section 108 loan funds. He suggested language changes to the resolution. Mr. Hempstead said that everyone is uncomfortable with risking $2 million.

Mr. Miklave said that the concept is great, but he wanted a legal opinion and a market study; he said that he does not want to put the funds at risk. Mr. McCarthy told Mr. Miklave that he would be comfortable moving forward if they get a personal guarantee and letter of credit from an A rated bank. Mr. Hempstead asked Mr. Sheehan to revise the wording. Mr. Miklave said he was not prepared to vote on this item tonight.

Mr. Geake said that he was concerned that they are spending months and months on this and getting nothing done. He said that he would like to see the plan referenced and attached. He said that he was not ready to commit to anything unless all of the guarantees were in place. Mr. Hilliard said that he had no problem with the resolution.

Mr. Miklave said that he did not support the resolution in its current form because it does not accurately reflect the intended use. Mr. Pena said that he was prepared to support the resolution.

Mr. Miklave asked Mr. Farricker why the Committee could not see the market study before it commits funding. Mr. Miklave suggested that the Committee not enter into an agreement until they see the market study. He said that his job was to protect the fiscal purse of the City. He said that he wants some protections and guarantees.

Mr. Kimmel said that this is his third go-around since November and does not understand why there is no market study. He asked Mr. Farricker why he was so intent on going forward without an in-depth market study. Mr. Farricker said that the market study was very expensive and will take a lot of time. He said that he would be prepared to begin the market study as soon as the Committee moves this item forward. He said that he fears that the market study will open the application process and create a risk that may delay it to a new Common Council. Mr. Miklave said that until an acceptable market study is provided, he is not prepared to commit the City of Norwalk.

Mr. Sheehan said that the previous agency 108 was approved by HUD, but the City can say it wants a market study.

Mr. Farricker said that he needs some kind of security from the Committee to be sure they will move forward if he has an acceptable market study. Mr. Hempstead said that he wants to mitigate the City's risk.

Mr. Miklave told Mr. Farricker that he was not prepared to vote for this project. He said that it is a good concept if everything works out the way he says it will and there is no risk or minimal risk to the City. He added that he reserves the right to look at any documents. Mr. Sheehan said that the City has to apply for the loan guarantee and the Committee is the access to the Common Council.

Mr. Hempstead said the concept sounds great, but no one is moving forward without a market study.

** **MR. PENA MOVED THE ITEM TO THE FULL COUNCIL SUBJECT TO REVIEW BY THE LAW DEPARTMENT**

** **MOTION PASSED UNANIMOUSLY**

Mr. Geake was in agreement with the vote.

F. WALL STREET REDEVELOPMENT PLAN AREA

** **MR. MCCARTHY MOVED TO ADVANCE TO THE COMMON COUNCIL THE WALL STREET PLACE RESOLUTION IN SUPPORT OF THE PROJECT RELATED URBAN ACT APPLICATION TO THE STATE OF CONNECTICUT**

The Committee reviewed the resolution.

** **MOTION PASSED UNANIMOUSLY**

** **MR. PENA MOVED TO ADJOURN**
** **MOTION PASSED UNANIMOUSLY**
There was no further business and the meeting was adjourned at 9:40 p.m.

Respectfully submitted,

Rosemarie Lombardi
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: TIM SHEEHAN, STAFF

DATE: AUGUST 2, 2012

RE: NORWALK HOUSING AUTHORITY OPTION TO PURCHASE 13 AND 20 DAY STREET

SUMMARY

Washington Village as sponsored by the Norwalk Housing Authority (NHA) was one of only 17 projects nationally to be awarded a $250,000 *Choice Neighborhoods Planning Grant* from the U.S. Department of Housing and Urban Development (HUD). HUD's *Choice Neighborhoods Initiative (CN)* seeks to promote a comprehensive approach to transforming distressed areas of concentrated poverty into viable and sustainable mixed-income neighborhoods by linking housing improvements with a wider variety of public services including schools, public transit and employment opportunities. The CN is the centerpiece of the Obama Administration's interagency Neighborhood Revitalization Initiative - a collaboration between the Departments of Housing and Urban Development, Education, Justice, Treasury and Health and Human Services to support the ability of local leaders from the public and private sectors to attract the private investment needed to transform distressed neighborhoods into sustainable, mixed-income neighborhoods with the affordable housing, safe streets and good schools every family needs. A critical step in the process of formulating a Choice Neighborhood is the development of a Transformation Plan.

To this end the NHA has secured the services of an architect through a competitive bidding process and has selected DHK, a Boston, Massachusetts firm. The NHA also issued a Request for Qualifications (RFQ) for a Master Developer and has selected Trinity Financial, from Boston as well. It will be the charge of these parties to develop a Washington Village Transformation Plan that is acceptable both economically and aesthetically to the residents, the investment community, the NHA, the City and HUD. Following the conclusion of the planning process and its related approval, the developer and NHA will pursue the federal implementation funding from HUD. Typically, such implementation grants have an order of magnitude of roughly $30 Million and are highly competitive.

The early redevelopment scenarios for the Washington Village site have incorporated the City-held parcels at 13 and 20 Day Street. The NHA is requesting that the City convey these properties to the NHA upon the execution of an implementation grant contract with HUD. The NHA and its project consultant have presented this project a number of times to the Planning Committee commencing in 2009 and concluding in January of 2012 when the NHA and the NRA presented to the Committee a draft Option Agreement that had the approval of the NHA and the City's Corporation Counsel. The Planning Committee unanimously approved the related terms as attached. The Planning Committee also reviewed and questioned the Planning Commission's denial of the Option Agreement on December 15, 2011 as part of the 8-24 review process. The Planning Commission's reasoning for the denial was that the option agreement as presented did not comply with the Plan of Conservation and Development policy to "Expand the public parking supply, including the building of new parking garages…on public land off Water Street in South Norwalk." Secondly, it did not comply with the Plan of Conservation and Development policy to "Implement the recommendations of the South Norwalk Planning Study for "Day Street Housing and Public Parking." The Planning Commission further indicates that if such modifications are made the Option Agreement would be approved.

The NHA and NRA as well as the selected developer believe that the Planning Commission's request to require the parking structure be specifically located on the 20 Day Street site is premature for a project that has yet to be fully designed. Obviously there will be structured parking associated with the development and the intent of the Planning Commission is understood, but the Commission's absolute location of such a facility within the project does not incorporate site planning, design or the required site conditions to support the parking structure. Given the premature nature of this requirement and the fact that the Common Council ultimately has approval over the project site plan prior to the Option Agreement being executed staff is recommending advancing the Option Agreement to the Council for approval, understanding that such approval will require a super majority of the Council for it to be approved.

The advancement of the Option Agreement at this point is based on the project's first phase CHFA Tax Credit Application which is due this fall and requires both evidence of site control and written evidence of zoning approval as a condition of project eligibility. Neither of these two project components can advance without the Option Agreement being approved by the Council and accepted by the NHA Commission.

ACTION REQUESTED:

The Planning Committee of the Common Council approves advancing the proposed Option Agreement between the Norwalk Housing Authority and the City of Norwalk for the purchase of 13 and 20 Day Street as prepared by Corporation Counsel.

OPTION TO PURCHASE
AGREEMENT
BY AND BETWEEN
THE CITY OF NORWALK
AND
NORWALK HOUSING AUTHORITY

This Agreement made on this _______ day of ______________, 2011 by and between the City of Norwalk, Connecticut acting herein by its Mayor, Richard A. Moccia, duly authorized (hereinafter "the City") and the Housing Authority of the City of Norwalk acting herein by its Executive Director, Curtis O. Law, duly authorized (hereinafter the "NHA") granting the option to purchase certain Properties owned by the City.

WHEREAS, the parties have agreed upon a mutual goal of undertaking the broad revitalization of the Washington Village neighborhood of South Norwalk in order to positively transform the community and redevelop the public housing structures located there; and

WHEREAS, NHA has been awarded a 2010 Choice Neighborhoods Initiative Planning Grant from the United States Department of Housing and Urban Development (hereinafter "HUD"), to fund the development of a comprehensive Transformation Plan targeting the Washington Village and its surrounding neighborhood ; and

WHEREAS, NHA is currently in the process of preparing an application to HUD for a successor grant program, known as the Choice Neighborhoods, Hope VI- Implementation Grant (hereinafter the "Implementation Grant"), to fund the actual implementation of the Transformation Plan (the work in pursuit of the Transformation Plan is hereinafter referred to as the "Project"); and

WHEREAS, the parties understand that the application for the Implementation Grant will require that NHA present evidence that it has full site control of the real properties required to undertake the replacement housing component of the Project; and

WHEREAS, certain real property included within the scope of the Project and over which the NHA needs to have control, are currently owned by the City; and

WHEREAS, the purpose of this Agreement is to establish the terms and conditions under which the NHA will be granted the necessary site control over such real property belonging to the City for purposes of the Project.

NOW, THEREFORE, the parties have agreed as follows:

1. The real property subject to this Agreement is identified as 13 Day Street and 20 Day Street, Norwalk, and also known as District 2, Lot 58, Block 46 and District 2, Lot 60, Block 1, respectively (hereinafter the "Properties"). The Properties are currently owned by the City of Norwalk and are more particularly described in **Exhibit A** attached hereto.

2. The City hereby gives NHA the exclusive right and option to purchase the Properties to be incorporated into the Project pursuant to the terms and conditions set forth in this Agreement.

3. The Option hereby granted shall expire upon the earlier of the following:

(i) NHA is notified by HUD that it will not be awarded the Implementation Grant after NHA has submitted no more than two (2) applications for the Grant to HUD;

(ii) the Option is not exercised by NHA in compliance with the terms of this Agreement within thirty (30) days from the date of receipt by NHA of written notice of an award of the Implementation Grant from HUD as set out in paragraph 4 below; or

(iii) five (5) years after the application deadline date for the Implementation Grant.

In the event that the Option expires as provided above, the parties shall execute a Release document in substantially the form attached hereto as **Exhibit B**. This Release shall be recorded on the Norwalk Land Records acknowledging the expiration of the Option and the release of each party from any and all responsibilities arising hereunder.

4. The City hereby agrees to convey the Properties to NHA for purposes of the Project, upon receipt of written notice from NHA that it has been awarded the Implementation Grant referenced above and expressing its intent to exercise this Option. Such written notice must enclose a copy of the Grant Award and be sent to the Mayor as provided in Paragraph 10 below, no later than thirty (30) days following receipt of the Grant Award by NHA. Conveyance will be by quit claim deed.

5. The parties agree and acknowledge that the time lines stated in this Agreement are of the essence and shall be observed and enforced without delay. If any party requests an extension of time, it can be granted only by agreement expressed in a signed, written amendment hereto.

6. <u>Recording of Option</u>. The City may record this document on the Norwalk Land Records.

7. <u>Closing</u>. In the event the NHA notifies the City of its intent to exercise this Option to purchase after a satisfactory due diligence review, as herein defined, it must provide to the City the following prior to the transfer taking place: (1) reasonable proof that it has obtained and has in place adequate financing to complete the Project as approved -in accordance with the approved Transformation Plan- and (2) a copy of the signed, written Grant Agreement with HUD. The proposed closing date shall be set forth in NHA's written Notice of Intent to Exercise Option sent to the City. The parties shall mutually agree upon the actual date and time for the

closing. In no event shall such date be later than sixty (60) days following the execution of the Grant Agreement between HUD and NHA for the Implementation Grant.

8. Purchase Price Consideration. The parties acknowledge that the Properties have been collectively valued at One Million Nine Hundred Eighty Two Thousand Five Hundred Thirty-Five Dollars ($1,982,535.00). Nonetheless, in order to facilitate the Project, the purchase price for the Properties hereunder shall be One Dollar ($1.00) payable by NHA to City at closing. As additional consideration for this Option, NHA shall be responsible for general maintenance of the properties throughout the effective period of this Option. Such maintenance responsibilities shall include but not be limited to mowing, clearing of litter and general safeguarding of the Properties.

9. Title. The City agrees to deliver title to the Properties and clear of all liens and encumbrances except the following:

10. Based on present information and belief, the City represents and warrants to NHA as follows:

(i) The Properties are not subject to any leases, tenancies, subleases or other occupancy rights, recorded or unrecorded, written or oral. Any relevant circumstances after the date hereof will be disclosed prior to Closing.

ii) Entering into this Agreement (and the sale of the Properties to NHA) (i) does not constitute a violation or breach by the City of: (x) any contract, agreement, understanding or instrument to which it is a party or by which the City or the Properties is subject or bound; or (v) any judgment, order, writ, injunction or decree issued against or imposed upon them; and (ii) will not result in the violation of any applicable law, order, rule or regulation of any governmental or quasi-governmental authority.

(iii) There are no (i) claims, actions, suits, condemnation actions or proceedings pending or, to the best of the City's knowledge, threatened against the City or the Properties, which would materially and adversely affect the City or the Properties, or (ii) violations of any law, statute, government regulations or requirement, which would materially and adversely affect the City or the Properties. Any relevant changes or occurrences after the date hereof will be disclosed to NHA prior to Closing.

11. The City will cooperate with NHA in responding to requests for documentation in City's possession or control for review concerning the Properties.

12. The City will provide reasonable access to the Properties for all physical inspections and appraisals required by the NHA, which inspections and appraisals shall be conducted at the NHA's sole cost and expense. NHA shall not cause any damage to the Properties in the course of any inspections and shall reasonably restore the Properties if any

damage occurs. NHA shall provide the City with reasonable prior notice of any inspection or testing of the Properties, and shall provide the City with evidence of insurance of the person(s) performing such inspection or testing prior to entry onto the Properties. The City shall have the right to be present at any such inspection or testing or to object to any activity planned in connection with such proposal inspection or testing.

13. NHA's Due Diligence review will include, but not be limited to, applicable engineering, zoning environmental and hazardous waste reviews, and such other matters as the NHA or HUD shall in the exercise of reasonable discretion deem appropriate.

14. NHA will be responsible for arranging an Owner's Policy of Title Insurance without exceptions, other than those approved in writing by the NHA at the time that NHA provides notice to the City that it elects to go forward with the purchase of the Properties.

15. The City and NHA agree that neither party was represented by a broker in this transaction.

16. The City agrees to maintain the Properties in the same condition as currently exists at the Properties until Closing or until this Option Agreement terminates subject to NHA's fulfillment of its obligation to maintain the Properties throughout the term of this Option as set out in paragraph 8.

17. Notice.

(a) A notice, demand, or other communications under this Agreement by any party shall be deemed sufficiently given or delivered if hand delivered or if sent by registered or certified mail, postage prepaid, return receipt requested, as follows:

(i) Notices to the City must be addressed to the Mayor at 125 East Avenue, P.O. Box 5125, Norwalk, Connecticut, 06856-5125, with a copy to Corporation Counsel at 125 East Avenue, P.O. Box 798, Norwalk, Connecticut 06856-0798 or at such other address as the City may, from time to time, designate in writing and forward to the NHA as provided in this Section;

(ii) Notices to the NHA, must be addressed to its Executive Director at 24 ½ Monroe Street, Norwalk, Connecticut 06854, with a copy to Donna M. Lattarulo, Esq., Lattarulo Law Firm, LLC, 304 Main Avenue, # 329, Norwalk, Connecticut 06851.

b) The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

c) This Agreement shall be construed under and governed by the laws of the State of Connecticut.

d) If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the requirements of applicable laws, regulations, statutes, municipal charters and codes.

e) Any right or remedy which any party to this Agreement may have under this Agreement, or any of its provisions, may be waived in writing by such party without execution of a new or supplementary Agreement. Any such waiver shall not affect any other rights not specifically waived. If any party to this Agreement does not exercise or delays in exercising or exercises only in part any of its respective rights and/or remedies set forth in this Agreement for the curing or remedying of any default or breach of covenant or condition, or any other right or remedy, in no event shall such non-exercise, delay or partial exercise be construed as a waiver of full action by such party or a waiver of any subsequent default or breach of covenant or condition.

f) This Agreement may be amended only by a written document, duly executed by the parties hereto, evidencing the mutual agreement of the parties to such an amendment.

g) This Agreement will be effective only upon the approval by the Norwalk Common Council of the Transformation Plan is included in NHA's application to HUD for the Implementation Grant. Any substantive change in the Transformation Plan or the scope of the Project not otherwise required by or resulting from the application of HUD regulations must be reviewed by the Norwalk Common Council and approved by a majority vote of its members, and such approval shall be evidenced by an affirmation statement duly executed by the City. This Option Agreement may not be exercised if either the Transformation Plan or the scope of the Project is at any time, substantially changed without such consent of the Norwalk Common Council evidenced as stated above.

Additionally, the conveyance of the properties shall be further conditioned upon the following: (1) ownership shall automatically revert to the City if, following the conveyance, either the Transformation Plan or the scope of the Project is substantively changed without the required consent of the Council as described above, and (2) if the Common Counsel does not approve (by majority vote of its members) of the recommended Master Developer and such reversion shall take place the 30th day following notice from the City that it does not consent to any substantive change made to the Plan or to the scope of the Project. Currently, the Transformation Plan and the Project's scope and specifications are set out and described in the application for the Implementation Grant, a copy of which is attached hereto and incorporated herein as **Exhibit** ____. A substantial change to the plan is considered to be a twenty percent (20%) change in any material component of the proposed Plan.

IN WITNESS WHEREOF, the NHA and the City have caused this Agreement to be duly executed each in its own behalf by the Mayor of the City and the Executive Director of NHA, respectively. The parties' respective seals are hereunto duly affixed on or as of the date first above written. This Agreement, therefore, constitutes a valid and binding obligation enforceable in accordance with its terms, conditions, and provisions.

Dated at Norwalk, Connecticut, the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

Witnesses' Signatures

CITY OF NORWALK

____

____

By: ______________________________
Richard A. Moccia
Its Mayor
Duly Authorized

Date Signed: ______________________

Witnesses' Signatures

NORWALK HOUSING AUTHORITY

____

____

By: ______________________________
Curtis O. Law
Its Executive Director
Duly Authorized

Date Signed: ______________________

STATE OF CONNECTICUT)
) ss: Norwalk
COUNTY OF FAIRFIELD)

On this ______ day of _______________, 2012, before me, the undersigned officer, personally appeared RICHARD A. MOCCIA, who acknowledged himself to be the Mayor of the City of Norwalk, and that he as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the City by himself as Mayor.

In Witness Whereof, I hereunto set my hand and official seal.

____
Notary Public
Commission of the Superior Court

STATE OF CONNECTICUT)
) ss: Norwalk
COUNTY OF FAIRFIELD)

On this ______ day of ______________, 2012, before me, the undersigned officer, personally appeared CURTIS O. LAW, who acknowledged himself to be the Executive Director of the Housing Authority of the City of Norwalk, and that he as such Executive Director, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Housing Authority of the City of Norwalk by himself as Executive Director.

In Witness Whereof, I hereunder set my hand and official seal.

____
Notary Public
Commission of the Superior Court

APPROVED AS TO FORM:
OFFICE OF CORPORATION COUNSEL

By: ___________________________

NORWALK on the move!
PLANNING COMMISSION

DEC 15 2011

December 14, 2011

Timothy Sheehan, Executive Director
Norwalk Redevelopment Agency
125 East Avenue
Norwalk CT 06856-5125

RE: Norwalk Redevelopment Agency – 8-24 Referral– Option agreement to transfer 13 & 20 Day Street parcels to Norwalk Housing Authority

Dear Mr. Sheehan;

At its meeting of December 13, 2011, the Norwalk Planning Commission reviewed the above-referenced referral and took the following actions:

*** RESOLUTION ***

RESOLVED by the Norwalk Planning Commission that, in accordance with Section 8-24 of the Connecticut General Statutes, the referral by the Redevelopment Agency for the transfer of City property known as 13 & 20 Day Street to the Norwalk Housing Authority in accordance with the terms of the Draft Option Agreement received on November 8, 2011 and revised to December 6, 2011, be **DENIED**; and

BE IT FURTHER RESOLVED that the reasons for this action are:

1. That the option agreement does not comply with the Plan of Conservation and Development policy to "Expand the public parking supply, including the building of new parking garages in Norwalk's downtowns including Main and High Streets, Isaac's Street (mixed-use), Webster Street, Washington Street, and on public land off Water Street in South Norwalk" (E.5.1.1, p.39); and
2. That the option agreement does not comply with the Plan of Conservation and Development policy to "Implement the recommendations of the South Norwalk Planning Study for "Day Street Housing and Public Parking" (p. 44-45); and

BE IT FURTHER RESOLVED that notice of this action be forwarded to the Mayor, Common Council and other appropriate agencies.

After further consideration, the Commission adopted a second resolution:

*** RESOLUTION ***

RESOLVED by the Norwalk Planning Commission that, in accordance with Section 8-24 of the Connecticut General Statutes, the referral by the Redevelopment Agency for the transfer of City property known as 13 & 20 Day Street to the Norwalk Housing Authority in accordance with the terms of the Draft Option Agreement received on November 8, 2011 and revised to December 6, 2011 **IF MODIFIED** to provide for a public parking structure at 20 Day Street, be **APPROVED**; and

BE IT FURTHER RESOLVED that the reasons for this action are:

1. ***That the option agreement has been revised to comply*** with the Plan of Conservation and Development policy to "Expand the public parking supply, including the building of new parking garages in Norwalk's downtowns including Main and High Streets, Isaac's Street (mixed-use), Webster Street, Washington Street, and on public land off Water Street in South Norwalk" (E.5.1.1, p.39); and

2. ***That the option agreement has been revised to comply*** with the Plan of Conservation and Development policy to "Implement the recommendations of the South Norwalk Planning Study for "Day Street Housing and Public Parking" (p. 44-45); and

BE IT FURTHER RESOLVED that notice of this action be forwarded to the Mayor, Common Council and other appropriate agencies.

Thank you for referring the draft Option agreement for the transfer of two city-owned parcels to the Norwalk Housing Authority. If you have any questions regarding the above actions, please do not hesitate to call me at (203) 854-7780.

Very truly yours,

Dorothy Wilson
Senior Planner

cc. Richard A. Moccia, Mayor, City of Norwalk
Carvin J. Hilliard, Council President, Norwalk Common Council
Members of the Norwalk Common Council

PLANNING COMMITTEE OF THE NORWALK COMMON COUNCIL

TO: MEMBERS OF THE PLANNING COMMITTEE OF THE NORWALK COMMON COUNCIL

FROM: TIMOTHY SHEEHAN, EXECUTIVE DIRECTOR
MUNRO JOHNSON, AICP, SR. DEVELOPMENT PROJECT MGR
NORWALK REDEVELOPMENT AGENCY

DATE: JULY 26, 2012

RE: HEAD OF THE HARBOR REDEVELOPMENT UPDATE

In 2005, MF DiScala Companies was selected by the City of Norwalk to be the preferred redeveloper for Redevelopment Parcel 3 under the approved Wall Street Redevelopment Plan. The parcel, which came to be known as "Head of the Harbor," consists of a northern portion and a southern portion. The former is bounded by Main, High, and Wall Streets, and includes the Main Street municipal parking lot. The latter, about which this memo is written, is bounded by Wall Street, the Norwalk River, and Smith Street & Mill Hill.

The southern portion of Wall Street Redevelopment Parcel 3 (hereafter, "the Smith Street project," or just "the project") has, like all downtown redevelopment projects, struggled to balance the oft-opposing forces of economic feasibility and the demands of local land use regulation. Over time, the design has undergone a slow and steady evolution in search of this balance. The original drawings that appeared in the redeveloper's response to the city's Request for Proposals (RFP) seven years ago (Figure 1) seemingly took as a premise a free hand with the city's zoning regulations and a ready acceptance by the community of a building whose scale went significantly beyond anything in the site's history.

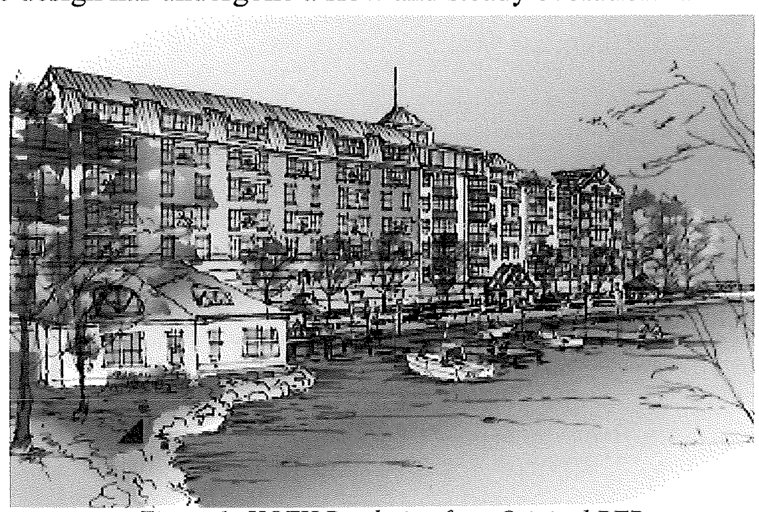


Figure 1: HOTH Rendering from Original RFP response.

Once clear that this premise was ill-founded, the redeveloper regrouped, brought in a new team and directly engaged scale and zoning issues. The redeveloper brought forward a new plan and a new design (Figure 2), more modest in scope and scale. While the new plan was a scaled-down version of the original, it still operated on a premise of certain modifications to the regulations in order to achieve necessary economies of scale. The difference was that, this time, these modifications were identified and analyzed ahead of time with arguments detailing justifications for the modifications submitted along with the plan.

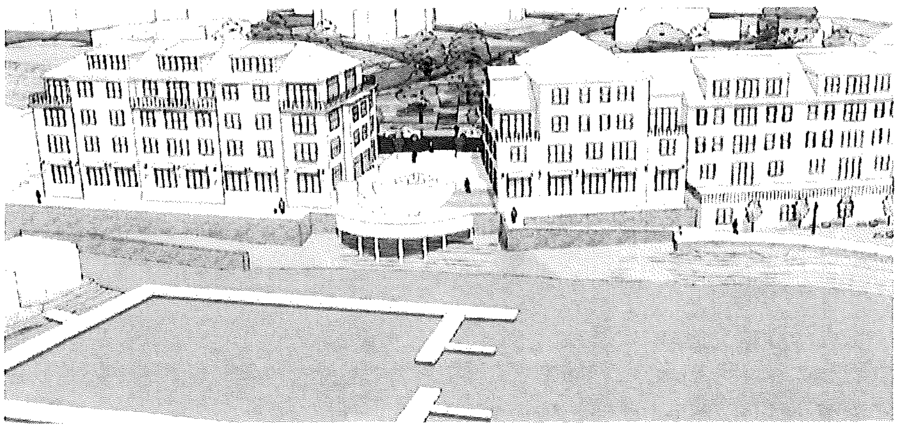


Figure 2: Revised HOTH Rendering from 2007

This plan – while certainly an improvement over its predecessor – still did not attain the support necessary to acquire its approvals and move forward (it also emerged only shortly before the economic downturn). The next two versions of the plan were developed in close collaboration with city zoning staff with the objective of conceiving a proposal that would be zoning-compliant from the start. This was achieved, and the latest version of this plan will be presented to you at your August meeting.

The final land use impediment standing between the project's design and its approval is the contribution of certain city land, not dissimilar to the participation of city land in many of Norwalk's other large scale redevelopment projects through the years. (See Figure 3, below) In those cases and in this, the community must weigh the costs and benefits of the contribution of a city land resource to help realize a city-designated redevelopment project.

In this case, the land in question is mainly the upper stretch of Smith Street which, at the completion of the project, would be deeded back to the city in the form of a public right of way where it would continue to perform the function of a street indistinguishable from other city streets. The assistance to the project rendered by this disposition would be the addition of site area used in the density calculation, yielding the potential development of ten additional units.

A second, smaller piece of land the project depends upon in its current form is a slice of lower mill hill to serve as parking. The parcel in question reportedly served as public parking once before, some 20-30 years ago, and re-establishing the parking would largely be a matter of uncovering it from a slow accumulation of trash, weeds, and erosion. The parking spaces yielded have been discussed as a potentially shared resource with visitors to Mill Hill. As with the street, this contribution of city land would have the effect of enabling the development of additional units (six), helping make the project economically feasible.

This project is being brought forward by the city's preferred developer for a city-approved redevelopment plan, and the combined contribution of upper Smith Street and an 8,000 SF slice of lower Mill Hill would allow the project to go forward "as-of-right" under zoning. Last but not least, this proposal gives the project an economy of scale that would help ensure this long-awaited development to come online within a reasonable time frame.

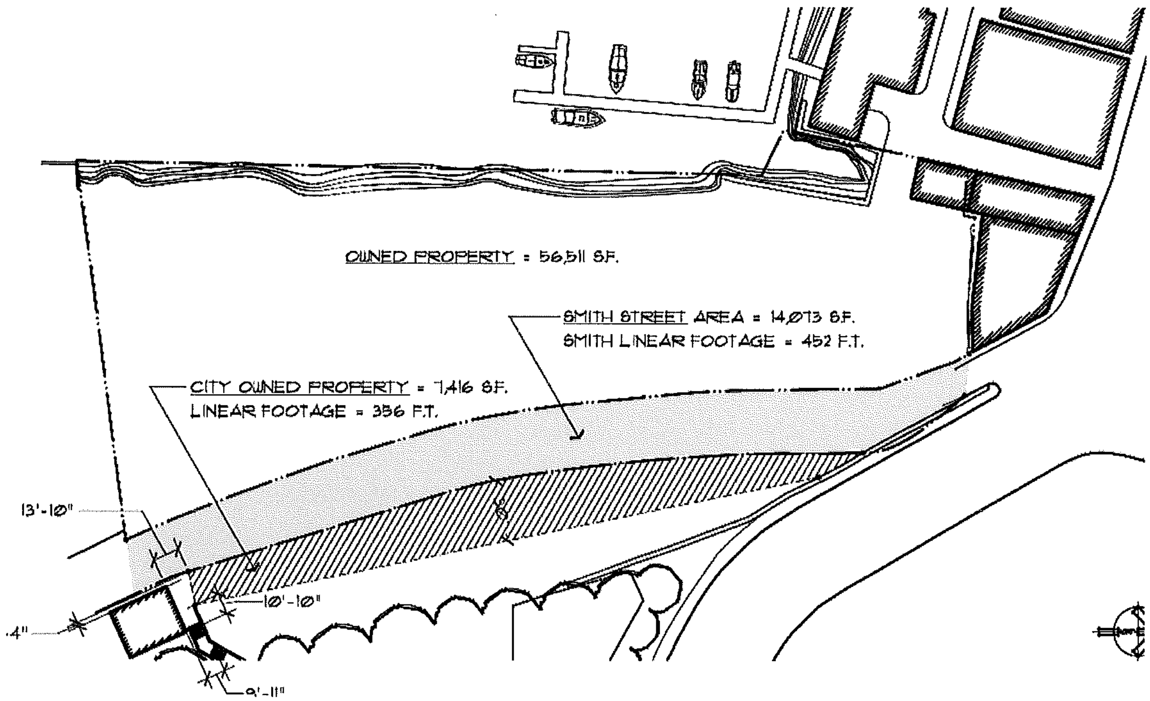
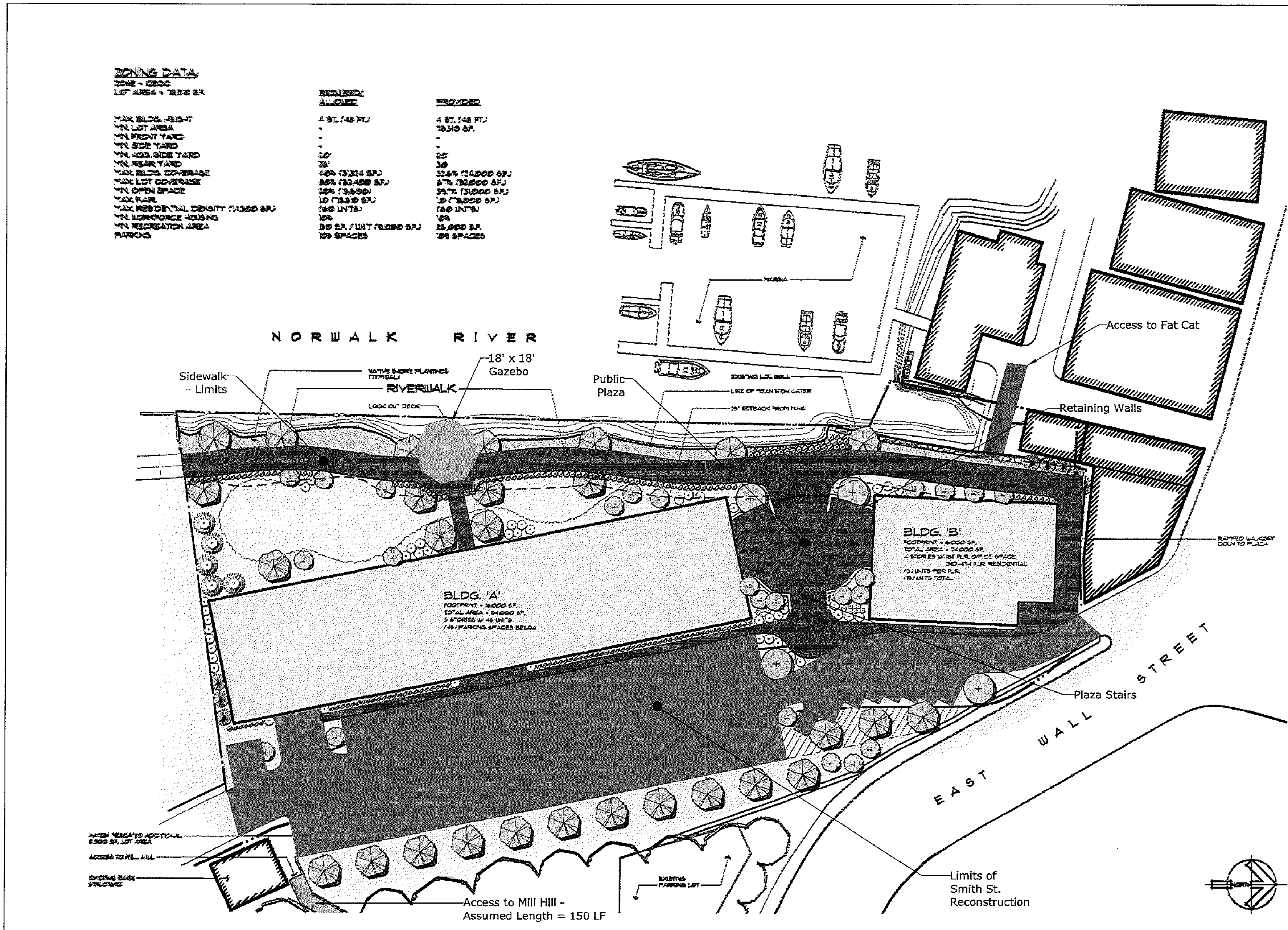


Figure 3: Public Property being sought for the development

Besides the delivery of a challenging redevelopment project under an approved city plan, the city has the right – and responsibility – to review the nature and quality of the project and consider the costs and benefits of the transaction being proposed. Toward that end, your package includes both an appraisal of the public property being sought in the deal as well as an independently cost-estimated list of non-required public amenities proposed in the project. While it is staff's opinion that, should this project materialize. the real "get" for the City of Norwalk will be the essential fact of the development itself and its associated economic ripple effects, the Planning Committee is being presented with these two evaluations to assess the degree to which they reflect a sufficient balance between what the City is contributing and receiving in return.

Staff looks forward to discussing the matter with you at your upcoming meeting. Thank you.



Architect: The SULLIVAN Architectural Group
1226 Post Road, Fairfield, Connecticut 06824
ph: (203) 251-8680 fx: (203) 251-8681

Consultant:

Project: HEAD OF THE HARBOR-SOUTH
Smith Street
Norwalk, Connecticut

Drawing Title: CONCEPT SITE PLAN

Revisions:

Seal:

SC-01

Tighe&Bond
Consulting Engineers
Environmental Specialists

Prep'd Date	6/19/2012	By	JHC
Ch'kd Date	6/19/2012	By	JAR
Town of	Norwalk, CT		
Funds			
Town No.			
Project No.	23-0762-4		
Sheet No.	1	of	1

Opinion of Probable Cost
for the Construction of

Project Description Head of the Harbor - Public Improvements
Norwalk, CT

BASE CONTRACT

FROM STA ______ **TO STA** ______
A LENGTH ______ **FEET AS SHOWN ON THE PLANS**

No.	Item	Unit	Quantity	Price	Amount
1	Clearing & Grubbing	LS	1	$10,000.00	$10,000
2	Rough Grading	SY	4,000	$2.50	$10,000
3	Temp. Soil Erosion & Water Pollution	LS	1	$5,000.00	$5,000
4	Bituminous Concrete, Class 1	Ton	750	$100.00	$75,000
5	Processed Aggregate Base	CY	860	$30.00	$25,800
6	Handrails	LF	105	$200.00	$21,000
7	Plaza Retaining Walls	CY	110	$650.00	$71,500
8	Concrete Sidewalk - Plaza & Riverwalk	SF	12,600	$12.00	$151,200
9	Plaza Stairs	CY	20	$1,000.00	$20,000
10	Concrete Curbing	LF	1,110	$25.00	$27,750
11	Mill Hill Access - Stairs & Walkway	LS	1	$110,000.00	$110,000
12	Historic Street Light Poles	Each	6	$5,000.00	$30,000
13	Gazebo	LS	1	$40,000.00	$40,000
14	Bollard Lights	Each	30	$1,000.00	$30,000
15	Lighting Conduit & Trenching	LF	2,500	$15.00	$37,500
16	Landscaping	Allow	1	$25,000.00	$25,000
17	Plaza Drainage System	Allow	1	$15,000.00	$15,000
18	Benches	Each	5	$1,000.00	$5,000
19	Trash Receptacles	Each	5	$250.00	$1,250
	Subtotal				$711,000
	Contingency (10%)				$71,100
	TOTAL			SAY	$780,000

Notes:

1. Pile work along the boardwalk is not included.
2. Item materials, sizes, etc. are based on memo from the Sullivan Group dated June 19, 2012 and Concept Site Plan dated April 28, 2011.
3. Limits of work included in this Opinion of Probable Cost are shown on the attached sketch.
4. Stairway and walkway to Mill Hill was assumed to be approximately 150 linear feet based on available mapping.

SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS

PROPERTY OWNER	Oak Street Realty, LLC
PROPERTY ADDRESS	6 Smith Street, Norwalk, CT 06851
TYPE OF PROPERTY	Vacant Land
DATE OF INSPECTION	July 2, 2012
DATE OF VALUE ESTIMATE	July 2, 2012
DATE OF REPORT	July 26, 2012
SITE	1.2973 Acres 6 Smith St. (As Is)
	0.3340 Acres Smith St. Roadway
	0.1990 Acres Part of 2 E. Wall St.
	1.8303 Acres Total if Assembled
ZONING	DBDC & EVD (Mixed Use Zones)
IMPROVEMENTS	Old Foundations
	(No Contributory Value)
HIGHEST AND BEST USE	Multiple Family Residential Dev.
VALUE CONCLUSIONS:	
COST APPROACH	N/A
SALES COMPARISON APPROACH	$660,000
INCOME APPROACH	N/A
FINAL CONCLUSION	$660,000

NOTES

This appraisal is performed under the assumptions that the property, upon assemblage, will be able to support, and has been approved, to allow 17 additional housing units as a result of this assemblage and that Smith Street is reopened to allow access to the parcel. If the property were appraised "as is, unapproved" the resulting value would be less.

This is a long standing industrial property. The appraiser has no knowledge of any environmental contamination. Thus, the appraisal is performed based upon the extraordinary assumption that the subject property is unaffected by any environmental contamination issues. If new or better information becomes available, the appraiser reserves the right to reconsider the appraisal.

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: MARYGRACE WEBER, SPECIAL PROJECTS MANAGER

DATE: JULY 20, 2012

RE: REQUEST FOR AUTHORIZATION TO SCHEDULE PUBLIC HEARING AT AUGUST 2, 2012 PLANNING COMMITTEE MEETING

SUMMARY

The Norwalk Redevelopment Agency (Agency), as the administrator of the City of Norwalk's Community Development Block Grant Program (CDBG), respectfully requests Planning Committee approval to schedule a public hearing to review CDBG program performance over Program Year 37 (July 1, 2011 – June 30, 2012). Such a public hearing is a required element of the CDBG process.

PURPOSE OF PUBLIC HEARING

The City of Norwalk's Citizen Participation Plan serves as the framework for the community engagement processes related to administering the City's CDBG program. This Plan requires that the City conduct at least two CDBG-related public hearings each year to entertain comments and questions from residents, social service organizations and stakeholders. Department of Housing and Urban Development (HUD) regulations require that at least one of these hearings be used to review CDBG program performance.

Agency staff is currently in the process of developing its Consolidated Annual Performance Evaluation Report, which is due to HUD at the end of September and which requires a 15 day public comment period prior to submission. Agency staff proposes that the requested public hearing be held during the second week of this public comment period.

ACTION REQUESTED

The Agency seeks Planning Committee approval to schedule a public hearing on CDBG program performance, to be held during the Planning Committee meeting on September 6, 2012 beginning at 7:30pm.