# 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: DOUGLAS E. HEMPSTEAD, CHAIRMAN

DATE: MARCH 16, 2015

RE: **REVISED MEETING NOTICE**

A Special Meeting of the Planning Committee of the Common Council and the Norwalk Redevelopment Agency will be held on **Thursday, March 19, 2015 at 7:00 pm** in Council Chambers in Norwalk City Hall. Please Note the Time And Location.

## PLANNING COMMITTEE OF THE COMMON COUNCIL
## SPECIAL MEETING
## March 19, 2015
## 7:00 PM

## A G E N D A

**PUBLIC PARTICIPATION**

**CALL TO ORDER**

**ROLL CALL**

I. APPROVAL OF MINUTES –
   A. March 9, 2015 Planning Committee of the Common Council

II. **A. REED PUTNAM URBAN RENEWAL PLAN**
   1. Approve referring land uses and development volumes for parcels 1, 2 and 4 of the Reed Putnam Urban Renewal Plan to the Common Council

**B. COMMUNITY DEVELOPMENT BLOCK GRANT**
   1. Approve Scheduling a Public Hearing at the Planning Committee meeting on Monday, March 30, 2015 at 6:30pm to receive comments on the draft Citizen Participation Plan, draft 2015-2019 Consolidated Plan and draft PY41 Annual Action Plan

**C. PUBLIC HEARING REQUEST**
   1. Approve Scheduling a Public Hearing at the Planning

Committee meeting on Monday, March 30, 2015 at 7:00pm to review Capital Budget

**D. <u>TRANSIT DISTRICT TAKINGS</u>**

1. Approve Resolution regarding Transit District Takings

III. OLD BUSINESS

IV. NEW BUSINESS

**ADJOURNMENT**

**CITY OF NORWALK**
**PLANNING COMMITTEE**
**SPECIAL MEETING**
**MARCH 9, 2015**

ATTENDANCE: Douglas Hempstead, Chair; Richard Bonenfant; Bruce Kimmel; John Kydes; Shannon O'Toole Giandurco; Sharon Stewart 6:36 p.m.; Travis Simms (6:41 p.m.)

STAFF: Timothy Sheehan, Executive Director; Tami Strauss, Director of Community Development Planning; Susan Sweitzer, Senior Project Manager

OTHERS: Jerry Petrini, Common Council member

## CALL TO ORDER

Mr. Hempstead called the meeting to order at 6:05 p.m.

## ROLL CALL

Mr. Hempstead called the Roll and a quorum was present.

## PUBLIC PARTICIPATION

Mr. David Westmoreland, Elmwood Avenue, spoke in support of the Head of the Harbor project, but said that he had expressed concern about land being given away, but was assured that financing will be in place. He also spoke about the new mall project and thanked the Committee members for working so diligently on this. He said that he supports the mall project 110%, but strongly urged the Committee to not approve the LDA change until Norwalk gets an economic development package from the State.

Ms. Diane Lauricella, Blue Mountain Ridge Road, spoke about the mall project and thanked the Committee members. She said that there should not be an approval for an LDA package until an independent traffic study has been done. She proposes that instead of leaving out the office space component that they expand it. Ms. Lauricella said that she would like an independent company propose alternatives.

Ms. Lauricella suggested holding a public hearing on what people would like to see. She talked about the Choice Neighborhoods and said that she was happy to see some alternatives being talked about. She asked that people be open minded about additional alternatives. She said that the language states that the point is to scatter members who

lived in public housing so that they can be socialized. Those buildings should be scattered through the choice neighborhood area.

**MINUTES** – February 5, 2015

** **MR. KYDES MOVED TO APPROVE THE MINUTES AS PRESENTED**
** **MOTION PASSED UNANIMOUSLY**

**BUSINESS**

A. Wall Street Redevelopment Plan

** **MS. O'TOOLE GIANDURCO MOVED TO APPROVE FORWARDING A REQUEST TO THE COMMON COUNCIL TO EXTEND THE SLUM/BLIGHT DETERMINATION FOR THE WALL STREET REDEVELOPMENT AREA (ORIGINALLY DETERMINED IN JULY 2004)**

Ms. Strauss reviewed the item and said that the determination expired in June 2014.

Mr. Kimmel noted that there are blighted properties on Wall Street. Mr. Sheehan said that the City has the right to take property by eminent domain if there is a plan for that area. That power is on a case by case basis and is a last course of action.

Ms. Strauss explained that they would not be able to apply for federal funds to complete the project if this authorization is not extended. Mr. Sheehan said that it is a HUD determination that the status has lapsed. Mr. Kydes asked if there are any negatives to this and Ms. Strauss said that she did not see any.

** **MOTION PASSED UNANIMOUSLY**

3. Update Status of Head of the Harbor

Mr. Sheehan provided a brief update. The developer filed the site plan and it is in design review. They are running 45 days ahead of schedule. The next step is to meet with the developers to review the utility relocation orders. The developer is well into the discussion with financing and there will be no transfer of City owned assets to the developer until the financing is made evident.

2. Update Status of POKO LDA

Mr. Sheehan explained that it would be more appropriate if the Committee of Common Council had legal concerns that they be addressed through the corporation counsel. He read a letter received from the loan officer indicating that they expect to close the construction loan by the end of April or during the month of May.

Ms. Stewart joined the meeting at 6:36 p.m.

Mr. Kimmel asked about the cure period. Mr. Sheehan explained that they have to send a written notice of default and that starts the cure period. If the default can't be cured in the first 30 business days and the developer shows an effort to try and cure it, then there is an additional 60 business days that can be allotted to the developer and no developer fault will be deemed to exist.

Mr. Simms joined the meeting at 6:41 p.m.

Mr. Kydes asked what can be expected after June 22nd if they do not have financing. Mr. Sheehan said that the City would be taking away its responsibilities under the LDA. They would move to default and wait for a response. He said that assuming they get to mediation and arbitration, the time frame is laid out in the LDA. Mr. Sheehan said that he can't interpret the LDA, but can ask the corporation counsel to do that.

## REED PUTNAM URBAN RENEWAL PLAN AREA

Update GGP LDA Amendment Request (in notebooks)

Mr. Hempstead recommended that everyone take time to go through the notebook and they will hold a special meeting of the Planning Committee. He thanked the Committee members and staff for giving up their Saturdays to meet.

Mr. Sheehan explained that the Committee did not feel it was appropriate to remove any land uses that were previously approved. He reviewed the uses and noted that the retail use requires anchors of high quality. Mr. Kimmel asked how high quality is defined. Mr. Sheehan said that it will be defined in the terminology in the LDA.

Douglas Adams explained that they require two upper scale anchors to build the project; if they do not get the two upper scale anchors, they will not build the project.

A public presentation will take place on Monday at 7:00 p.m.

## TRANSIT ORIENTED DEVELOPMENT

Review Preliminary Land Use Regulatory Modifications within the TOD District

Ms. Sweitzer explained that this is a work in progress and came out of the TOD master plan. The immediate objective is to consolidate the districts into a single district plan and bring this to Zoning before the end of the summer. Waterfront uses will be maintained, but boat storage is not the best use for this area and can ultimately come in land. Mr. Sheehan added that nothing will happen without action by the Zoning Commission.

Mr. Kydes left the meeting at 7:17 p.m.

## CHOICE NEIGHBORHOODS

Review Neighborhood CCI Plan

Ms. Strauss explained that the Redevelopment Agency is the lead for the neighborhood improvement part of the grant. She reviewed the six activities in the community improvement plan.

Mr. Kimmel asked for clarification on what he read about revised plans for Ryan Park. Mr. Sheehan said that no one in the City has seen or approved the release of a revised plan for Ryan Park, a City asset, and any development on this site is determined by the City and not by the developer. He added that any modifications to the site plan have to go to the Common Council. He said that the revised plan was between the developer and the Friends of Ryan Park. Mr. Kimmel said that the story was irresponsible and not a single City official was quoted in the article. To find out that the Friends of Ryan Park are the recipient of proposals is a problem.

Mr. Bonenfant said that he has been vocal about Ryan Park and the point is that no one is taking away any open space. He said that for a while he was on the board of the Friends of Ryan Park, but received an e-mail letting him know that he had been voted off the Board. He said that his main concern is that he does not want to lose open space for the children.

Mr. Simms asked about funding the façade at the South Norwalk Community Center and said that it would be premature to allocate funds for that building since he believes they are in litigation. Ms. Strauss said that they have the right to make improvements to the building. It is currently being used to provide programs and is currently seen as an asset to the community. HUD specifically picked out this site. Ms. Stewart said that they do not have programs and said that she does not think anything should be done until they are completed in the courts.

Mr. Sheehan asked Mr. Simms and Ms. Stewart if they would be comfortable allocating funding to any community center in the Choice Neighborhood. Ms. Strauss said that she will change the language to reflect Mr. Sheehan's suggestion.

Mr. Simms said that it should state that the funds should go to a CAP agency within the Choice Neighborhood. Ms. Strauss said that it has to be a physical building and not a program. Ms. Stewart said that she does not support using federal funds for a City building. Following a discussion, the wording was changed to: public art installed at a location to be determined.

## COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

Review and Propose Allocations for CDBG Program Year 41

Due to a potential conflict of interest, Ms. O'Toole Giandurco rescused herself and left the meeting room.

** **MR. KIMMEL MOVED TO PROPOSE CDBG ALLOCATIONS AS FOLLOWS:**

| | |
|---|---|
| **REDEVELOPMENT:** | **$906,578** |
| **SNCC** | **$65,000** |
| **OPEN DOOR SHELTER** | **$25,000** |
| **CARVER CENTER** | **$30,000** |
| **HOUSING AUTHORITY** | **$40,000** |
| **BROAD RIVER HOMES** | **$60,000** |
| **STAR** | **$67,091** |

Mr. Hempstead said that the roof has to be fixed. Ms. Stewart agreed that the roof needs to be repaired but does not agree on giving funding for the classrooms. Mr. Simms asked how the Redevelopment Agency is sure they are in line. Ms. Strauss said that they were asked for their financials. She said that she checks on CDBG allocations to be sure they are spent appropriately.

** **MR. HEMPSTEAD MOVED TO AMEND THE MOTION AS FOLLOWS:**

| | |
|---|---|
| **BROAD RIVER HOMES** | **$65,000** |
| **CARVER CENTER** | **$37,500** |
| **HOUSING AUTHORITY** | **$42,936** |
| **REDEVELOPMENT AGENCY** | **$906,578** |
| **OPEN DOOR SHELTER** | **$25,000** |
| **SNCC ROOF** | **$80,000** |
| **STAR** | **$99,155** |

** **MOTION PASSED WITH ONE (1) VOTE IN OPPOSITION (MR. KIMMEL)**

** **MOTION AS AMENDED PASSED WITH ONE (1) VOTE IN OPPOSITION (MR. KIMMEL)**

Ms. O'Toole Giandurco returned to the meeting.

Due to a potential conflict of interest Mr. Bonenfant rescused himself and left the meeting.

Mr. Kimmel said that he will vote against any proposal that includes funding for three City programs that could be funded through the City budget. He said that they are good programs, but they should be funded through the City; they come back year after year.

Ms. Stewart said that these are three viable programs that impact the youth. Mr. Kimmel agreed that they are important. He said that they are spending money to pay a consultant to teach youth how to go on a job interview. He said that this could be done in house.

Mr. Simms said that he would be happy to see the money allocated with conditions and suggested talking to Mr. Hamilton to see where the money can come from on the City side.

** **MS. O'TOOLE GIANDURCO MOVED TO PROPOSE CDBG ALLOCATIONS AS FOLLOWS:**

| | |
|---|---|
| **CHILD GUIDANCE CENTER** | **$40,000** |
| **HEAD START** | **$15,955** |
| **CHOSEN FEW** | **$15,000** |
| **NORWALK SEAPORT ASSOC.** | **$15,000** |
| **NORWALK SENIOR CENTER** | **$20,000** |
| **PERSON TO PERSON** | **$35,000** |
| **SATURDAY ACADEMY** | **$15,820** |
| **DOMESTIC VIOLENCE CENTER** | **$20,000** |
| **MID FAIRFIELD AIDS PROJECT** | **$20,000** |
| **LIBERATION** | **$15,000** |

** **MOTION PASSED UNANIMOUSLY**

Mr. Simms left the meeting at 8:30 p.m.

** **MR. KIMMEL MOVED TO APPROVE $230,067 FOR THE NORWALK REDEVELOPMENT AGENCY**
** **MOTION PASSED UNANIMOUSLY**

## NEW BUSINESS

There was no new business discussed this evening.

## OLD BUSINESS

There was no old business discussed this evening.

## ADJOURNMENT

** **MS. O'TOOLE GIANDURCO MOVED TO ADJOURN**
** **MOTION PASSED UNANIMOUSLY**

There was no further business and the meeting was unanimously adjourned at 8:32 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**


## MEMORANDUM

TO: PLANNING COMMITTEE MEMBERS

FROM: TIM SHEEHAN, STAFF

DATE: MARCH 16, 2015

RE: AD HOC COMMITTEE LAND USE AND DEVELOPMENT VOLUME RECOMMENDATIONS

---

In December of 2015, Norwalk Land Development, LLC, a subsidiary of General Growth Partners and the owner of parcels 1, 2 and 4 of the Reed Putnam Urban Renewal Plan, brought forward a request to amend the governing Land Disposition Agreement (LDA) for the site. Norwalk Land Development's proposed amendment sought to revise the LDA to allow for the construction of a regional mall rather than a primarily office project as retail malls are their core business and new office construction is not economically feasible in the current market.

In considering their response to Norwalk Land Development's request, the public parties to the governing LDA (Redevelopment Agency and the City), met and determined that they would consider the requested amendment in more manageable steps. First, the public parties wanted to review the land uses and development volumes that could / should be allowable on the site given its urban location and the physical context that surrounds it. The last time such was considered by the public parties was in 2007 and since that time it was agreed that much in the way of urban land use and mixed use development had changed. To address this first step, the public parties formed an ad hoc committee with representation from the Planning Committee of the Common Council (Douglas E. Hempstead, Travis L. Simms), Redevelopment Agency (Lisa Cooper, Felix R. Serrano) and the Planning Commission (Torgny Astrom). The committee began its work on January 13, 2015.

During its review, the committee considered studies regarding the office, retail and multi-family development sectors. They considered the economic impact analysis between the proposed retail project and the approved Conceptual Master Site Plan (CMSP). They listened to the opinions and read the work product put forth by retail expert Robert J. Gibbs, ASLA. The materials reviewed by the committee are contained in a briefing package as are the minutes of the meetings and the actions taken by the committee. The meetings continued weekly through February 28th. At the final committee meeting the

committee reported out the attached land uses and volumes recommending that they be adopted as an approved exhibit to the anticipated Amendment 4 of the governing LDA.

Incorporating the committee recommended land uses and volumes into the amendment as an approved exhibit provides the developer with the development volume necessary to accommodate a regional mall and two other additional land uses into their CMSP. That plan and the amendments to the LDA necessary to facilitate such a development will require additional approvals from both the Redevelopment Agency and the Common Council. Until such approvals are in place, the currently approved LDA and Amendment 3 will remain the governing documents. The committee recommendation, if approved, sets the potential for a regional mall to be developed by amending the currently approved retail volume (75,000 – 125,000 SF) which precludes such development upwards (75,000 – 750,000 GLA). That being said, such development cannot advance until acceptable modifications to the LDA have been accepted by the parties. In this regard, there remain a number of issues that require further negotiation. Finally, the project will be subject to both zoning approval, further design review and State Traffic Commission review.

ACTION:

The Planning Committee of the Common Council, after having reviewed the Ad Hoc Committee recommendations dated February 28, 2015, and the Executive Summary regarding the proposed land uses and development volumes for parcels 1, 2 and 4 of the Reed Putnam Urban Renewal Plan and after a public input meeting on March 16, 2015, the Planning Committee of the Common Council herby (favorably / unfavorably) refers the Ad Hoc Committee's Recommended Approved Land Uses and Volumes (2015) to the Common Council for its approval and authorization to incorporate the same as a potential exhibit to any proposed amendment to the Land Disposition Agreement by and between the City of Norwalk, Norwalk Redevelopment Agency and Norwalk Land Development, LLC for parcels 1, 2 and 4 of the Reed Putnam Urban Renewal Plan.

# 95/7 LDA AMENDMENT
## EXECUTIVE SUMMARY

In December of 2015, Norwalk Land Development, LLC a subsidiary of General Growth Partners and the owner of parcels 1, 2 and 4 of the Reed Putnam Urban Renewal Plan brought forward a request to amend the governing Land Disposition Agreement (LDA) for the site. Norwalk Land Development's proposed amendment sought to revise the LDA to allow for the construction of a regional mall rather than a primarily office project as retail malls are their core business and new office construction is not economically feasible in the current market.

In considering their response to Norwalk Land Development's request the public parties to the governing LDA (Redevelopment Agency and the City), met and determined that it would consider the requested amendment in more manageable steps. First the public parties wanted to review the land uses and development volumes that could / should be allowable on the site given its urban location and the physical context that surrounds it. The last time such was considered by the public parties was in 2007 and since that time it was agreed that much in the way of urban land use and mixed use development had changed. To address this first step the public parties formed an ad hoc committee with representation from the Planning Committee of the Common Council (Douglas E. Hempstead, Travis L. Simms), Redevelopment Agency (Lisa Cooper, Felix R. Serrano) and the Planning Commission (Torgny Astrom). The committee began it work on January 13, 2015.

During its review the committee considered studies regarding the office, retail and multi-family development sectors. They considered the economic impact analysis between the proposed retail project and the approved Conceptual Master Site Plan (CMSP). They listened to the opinions and read the work product put forth by retail expert Robert J. Gibbs, ASLA. The materials reviewed by the committee are contained in this briefing package as are the minutes of the meetings and the actions taken by the committee. The meetings continued weekly through February 28th. At the final committee meeting the committee reported out the attached land uses and volumes recommending that they be adopted as an approved exhibit to the anticipated Amendment 4 of the governing LDA.

Incorporating the committee recommended land uses and volumes into the amendment as an approved exhibit provides the developer with the development volume necessary to accommodate a regional mall and two other additional land uses into their CMSP. That plan and the amendments to the LDA necessary to facilitate such a development will require additional approvals from both the Redevelopment Agency and the Common Council. Until such approvals are in place the currently approved LDA and Amendment 3 will remain the governing documents. The committee recommendation if approved sets the potential for a regional mall. The recommendation increases the currently approved maximum retail volume of 125,000 SF which precludes such mall development to 750,000 Gross Leasable Area. Such a development, however, cannot advance until further modifications to the LDA have been accepted by the parties. In this regard there remain a number of issues that require further negotiation. Finally, the project will be subject to zoning approval, design review and State Traffic Commission review.

# PARCELS 1, 2 AND 4 OF THE REED PUTNAM URBAN RENEWAL PLAN

## Recommended Scale and Density of Development (2015)

| Site Area Calculations | FAR | Land Area | | | |
|---|---|---|---|---|---|
| Parcel 1&2 | 2.0 | 448,394 SF | | | |
| Parcel 4 | 2.0 | 123,883 SF | | | |
| TOTAL | 2.0 | 572,227 | | 1,144,454 | |
| | | **572,227** | **Minimum Allowable Development 700,000 SF Plus Parking** | **Maximum Allowable Development 1,144,454 SF Plus Parking** | **Maximum Height 200 FT Minimum Height 60 FT** |

## Currently Approved CMSP

| Overall Project | Units | Area | Parking | Comments |
|---|---|---|---|---|
| Retail | | 125,000 | | |
| Office | | 601,000 | | |
| Residential | 250 | 317,000 | | |
| Hotel | 145 | 101,000 | | |
| Parking Spaces | | | 2,474 | |
| TOTAL | 395 | 1,144,000 | 2,474 | |

## Currently Approved Land Uses and Volumes (2007)

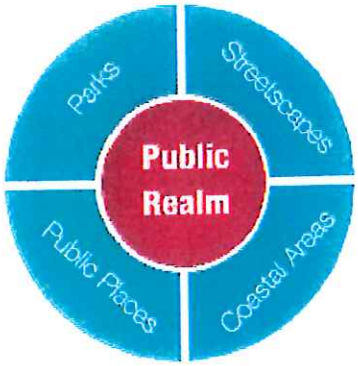
| | |
|---|---|
| Office | 475,000 – 625,000 SF |
| Retail | 75,000 – 125,000 SF |
| Residential | 250 – 350 Units |
| Hotel | 80,000 - 110,000 SF |
| Affordable Housing | 15% of Residential Units |
| Public Cultural | 2-4% |

## Recommended Approved Land Uses and Volumes (2015)

| | |
|---|---|
| Office | 85,000 – 625,000 SF of Class A Office |
| Retail | 75,000 – 750,000 GLA (Definition Attached) 10% Maximum Allocation to Restaurant Uses, Anchors of High Quality |
| Residential | 60 – 350 Units 15% Affordable |
| Hotel | 85,000 - 175,000 SF Minimum 150 Rooms, |

| | With Upscale Facilities |
|---|---|
| Required<br><br>Public Realm (Definition Attached) | 5% of Total Development Square Footage, City / Redevelopment Agency Approval Of The Specific Improvements |
| Institutional (Optional not one of mixes of uses on the site) | 5,000 – 25,000 SF |
| Parking **(Not A Use)** | As Required by Zoning |
| Required<br><br>Mixed Use | A Minimum of Two Land Uses In Addition to Public Realm Are Required In Any Development |

## Public Realm Definition




The public realm includes all public places, linkages and building elements that are physically and/or visually accessible regardless of ownership. These places and elements can include, but are not limited to, streets, pedestrian ways, bikeways, bridges, plazas, nodes, squares, transportation hubs, gateways, parks, waterfronts, natural features, view corridors, landmarks and building interfaces.

The public realm is organized into four categories: parks, streetscapes, coastal areas and public places (interior & exterior). Definitions for these categories are as follows:

**Parks** - Public open spaces within a community for recreational use.

**Streetscapes** - The visual elements of a street including the road, sidewalk, street furniture, trees and open spaces that combine to form the street's character.

**Coastal Areas** - All land areas along the water's edge.

**Public Places** - All areas interior or exterior within a community visible to the public or for public gathering or assembly but not specifically used for or directly related to a business purpose. Examples could include a library, public auditorium, community function space.

Furthering this definition, nine principles expand on how the public realm addresses the following key themes:

- Livability
- Identity
- Access
- Connectivity
- Placemaking & Design Excellence
- Environmental Stewardship
- Inclusivity
- Activation
- Shared Ownership & Implementation

The public realm principles will support the City's decision-making process in deeming uses as public realm improvements. These principles will ensure that the public realm development is reflective of an established vision which could be expressed in the following manner:

## Norwalk's Public Realm Vision

The public realm in Norwalk expresses its traditional New England culture while serving a diverse, multicultural population. It is a fully accessible and engaging experience that includes diverse public parks and civic spaces; an interconnected system of public walkways, bicycle trails and public transit; a vibrant and active waterfront; and active mixed use areas that are all enhanced through high-quality architecture, streetscape design and public art. It is safe, comfortable and responds effectively to the regional climate and surrounding environment.

The Public Realm uses are those improvements as noted such improvements or enhancements are above and beyond any requirements by any local , state or federal statutes, or any additional improvements required for local, state or federal approvals.

**Gross leasable Area** (**GLA**) is the amount of floor space available to be rented in a commercial property. Specifically, **gross leasable area** is the total floor **area** designed for tenant occupancy and exclusive use, including any basements, mezzanines, or upper floors. **GLA DOES NOT INCLUDE COMMON SPACE.**

A Resolution Requesting the Withdrawal of GB 6851, ***AN ACT ESTABLISHING THE CONNECTICUT TRANSIT CORRIDOR DEVELOPMENT AUTHORITY***
Sponsored by David McCarthy

**Whereas the Colony of Connecticut** was organized on March 3, 1636

**Whereas Saybrook Colony and New Haven Colony** joined the Colony of Connecticut in in 1644 and 1662 respectively

**Whereas the State of Connecticut** was established on July 4, 1776 and joined the union on January 9, 1788 as the third state

**Whereas the State of Connecticut** has since its time as a crown colony respected the rights of individual property and the due process of law

**Whereas t**he power of eminent domain is limited by the Takings Clause of the Fifth Amendment and the Due Process Clause of the Fourteenth Amendment

**Whereas** the Fifth Amendment says, in part, that "private property [shall not] be taken for public use, without just compensation"

**Whereas** under the Due Process Clause of the Fourteenth Amendment, the limitations of the 5th Amendment also applies to the actions of state and local governments

**Whereas** Article 1, Section 11 of the Constitution of the State of Connecticut also provides that the "property of no person shall be taken for public use, without just compensation therefor."

**Whereas Norwalk** was purchased in 1640 and united with the cities of South Norwalk and East Norwalk as the City of Norwalk in 1913

**Whereas the City of Norwalk** uses the power of eminent domain judiciously and sparingly, and only after all other avenues are exhausted and always with complete respect to the Constitution of the United States and the Laws of the State of Connecticut

**Whereas** Transit Oriented Development is a noble pursuit, in theory, and has been acted upon by the City of Norwalk, it is not a consideration to be placed above property rights or the laws and codes of the City of Norwalk, nor is it something that should be left to unelected commissioners

**Whereas** the Connecticut House of State Representatives has proposed GB 6851 AN ACT ESTABLISHING THE CONNECTICUT TRANSIT CORRIDOR DEVELOPMENT AUTHORITY, at the request of Governor, Dannel Malloy, which proposed law would give the state of Connecticut

control over land, buildings and development within a half-mile of all transit stations, placing homes, businesses and open space under the control of an unelected Development Authority

**Whereas** GB 6851 would remove the City of Norwalk's control over a great deal of its sovereign territory around the East Norwalk, South Norwalk and Rowayton Train Stations, and apparently the Transit District Headquarters and the WHEELS Hub

**Whereas** the unelected Transit Corridor Development Authority would be run by political appointees, largely controlled by the Governor, not answerable to local residents or authorities

**Whereas** the unelected Transit Corridor Development Authority would have the power to condemn property in its sole discretion, and therefore would be acting against the interest of land owners and usurping the power of the City of Norwalk.

**Whereas** the unelected Transit Corridor Development Authority could issue its own bonds to be paid back by rents and taxes on the properties they seize, creating an incentive to seize more property to create a fiefdom

**Therefore, we the Common Council of the City of Norwalk** call upon our State Senator, Robert Duff and our delegation in the Connecticut State House of Representatives to immediately oppose GB 6851, and for our Governor, Dannel Malloy to withdraw his bill, since this proposed legislation goes against all the principles of property rights of our State and Country and threatens to violate or usurp the particular property rights of the Citizens of Norwalk who live and or own property within the scope of areas proposed for takings under such bill.

# 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: DOUGLAS E. HEMPSTEAD, CHAIRMAN

DATE: MARCH 5, 2015

RE: **MEETING NOTICE -- CANCELLATION**

The regularly scheduled meeting of the **Planning Committee of the Common Council** for **Thursday, March 5, 2015 at 7:00 pm** in Room A300 in Norwalk City Hall has been cancelled.

# 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: DOUGLAS E. HEMPSTEAD, CHAIRMAN

DATE: MARCH 5, 2015

RE: **MEETING NOTICE**

A Special Meeting of the Planning Committee of the Common Council will be held on **Monday, March 9, 2015 at 6:00 pm** in Council Chambers in Norwalk City Hall. Please Note the Time and Location.

## PLANNING COMMITTEE OF THE COMMON COUNCIL
## SPECIAL MEETING
## March 9, 2015
## 6:00 PM

## A G E N D A

**CALL TO ORDER**

**ROLL CALL**

**PUBLIC PARTICIPATION**

I. MINUTES – February 5, 2015

II. BUSINESS

**A. WALL STREET REDEVELOPMENT PLAN**

1. Approve forwarding a request to the Common Council to extend the slum / blight determination for the Wall Street Redevelopment Area (originally determined in July 2004)
2. Update status of POKO LDA
3. Update status of Head of the Harbor

**B. REED PUTNAM URBAN RENEWAL PLAN AREA**

1. Update GGP LDA Amendment request (in notebooks)

**C. TRANSIT ORIENTED DEVELOPMENT**

1. Review preliminary land use regulatory modifications within the TOD District

**CITY OF NORWALK**
**PLANNING COMMITTEE**
**REGULAR MEETING**
**FEBRUARY 5, 2015**

ATTENDANCE: Douglas E. Hempstead, Chair; Richard Bonenfant; Sharon Stewart; John Kydes; Bruce Kimmel, Shannon O'Toole-Giandurco (6:38 p.m. )

STAFF: Tami Strauss, Director of Community Development Planning; Hunter Arton, Community Outreach Administrator at Norwalk Redevelopment Agency;

Susan Sweitzer, Senior Project Manager, Norwalk Redevelopment

OTHERS: 24 +/- members of the public were present

Mr. Hempstead called the meeting to order at 6:35 p.m. and introduced the members of the Committee. He gave an overview of procedures.

Mr. Bonenfant said that due to a potential conflict of interest, he will excuse himself when the Norwalk Seaport Association presents and during any conversations and votes regarding the Norwalk Seaport Association.

## PUBLIC PARTICIPATION

## COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

**#11 – Liberation Programs – Families in Recovery Program**
**#12 - Liberation Programs - Supportive Housing Case Management Services**

Mr. Allen Mathis, CEO Liberation Programs – Prevention and Treatment Agency, said that for federal and state compliance reasons, they are requesting $20,000 for a Clinical Supervisor. For the record, they have just received substantial cuts from the state assistance and anticipate another round of cuts. He also asked for $15,000 to support the salary of a Case Manager for Gini's House.

Ms. O'Toole-Giandurco joined the meeting at 6:38 p.m.

Ms. O'Toole Giandurco said that due to a potential conflict of interest, she will excuse herself when the Carver Foundation presents and during any conversations and votes regarding the Carver Foundation.

Mr. Hempstead stated that in the past, monies went further; now there is more need and less money.

**#15 Norwalk Housing Authority - Head Start ELLI Initiative**

Ms. Patricia Marsden-Kish, Director of Education Programs for Norwalk Housing Authority states they have assumed oversight of HeadStart program in 2014. She described the program.

Mr. Hempstead wanted to know why the ask states $15,955 in his notes but Ms. Mardsen-Kish stated $23,000.

Ms. Mardsen-Kish stated she did not have the revision but the total cost of the project is $47,000 and they have the match.

Mr. Hempstead stated he is aware that the funding source is challenged and asked if they have settled with the city. Ms. Mardsen-Kish stated they are still negotiating.

**# 2 Career Resources - Briggs Academy Proposal**

Mr. Matt Ruminski, Director of Development, reviewed their proposal. He explained that they are a workforce development company based out of Bridgeport and regional offices in Hartford, New Haven and Waterbury that works with low income, displaced and sometimes ex-offenders and at-risk youth to assist them with tools and skills to enter back into the job market.

Mr. Kimmel asked if they explored the Norwalk Board of Education for funding. Mr. Ruminski replied he is new and he was not sure.

**# 5 Saturday Academy, Inc. – Girls Computer Science Project**

Dr. Cynthia Barnnett, CEO, said the Saturday Academy is a middle school computer science program that supports gender gap by providing a one year long weekly project to cultivate a love of technology and computer science.

Mr. Kimmel said that last year's proposal was funded for the same amount. He asked if they met the match. Dr. Barnnett said that they were meeting the match. Mr. Kimmel said that he is not enthusiastic repeating funding and therefore feedback to accompany repeat funding applications would be helpful.

Ms. Strauss stated that everyone here has met previous goals.

**# 10 Family and Children's Agency – Home Care For Seniors**

Ms. Ligia Masilamani reviewed their request. Mr. Hempstead asked if they have experienced state cuts. Ms. Masilamani replied that they have.

## #25 South Norwalk Community Center - SoNoCC Renaissance Project

Ms. Kelly Robertson, Executive Director, SNCC reviewed their request.

Mr. Kimmel asked what percent, if any, has BOE contributed. Ms. Robertson stated BOE will be contributing to actual program, furniture and tangibles.

Mr. Hempstead confirmed the amount and Ms. Robertson stated they can finish classroom and entry with $65,000.

Mr. Bonenfant stated in last two years they received $100,000 for construction and renovation and now want another $100,000 or could be reduced to $65,000 plus another $86,000 for the roof. For two years this city has given you money. He asked how close they were to finishing the project. Ms. Robertson stated $65,000 would be good enough to finish.

## #26 South Norwalk Community Center – SoNoCC Roof

Ms. Robertson submitted a proposal to the committee. Bid is for $80,000. Mr. Hempstead asked for clarification on who owns what as the program is only occupying the first floor and the 2nd floor is empty. Ms. Roberston stated this is not true; that there is an agreement with Trustee and City of Norwalk and SNCC that at this point in time, SNCC is renting out the space on the 2nd floor and taken lead and have cleaned out NEON debris and extreme amount of unpaid bills that SNCC has paid out. At this time SNCC has taken over the entire building.

Ms. Stewart asked if they are renting the top part. Ms. Robertson stated Yes, there is a misunderstanding. To clarify, with the okay from the City of Norwalk and Trustee, SNCC has taken control of the 2nd floor and have prepared it to be rented out.

Ms. Robinson said that this was done through the attorneys and through trustee. Because of the bankruptcy, all parties have to be in agreement and this was done so they can move forward because SNCC cannot continue to pay the expenses of the entire.

Ms. O'Toole-Giandurco asked if that's a city owned building. Mr. Hempstead stated it appears so, there was a Quit Claim deed that was done from city to group

Ms. Robertson stated it is being sorted out with bankruptcy and the building is owned 100% by SNCC and by NEON but since they have filed bankruptcy and no longer exists the question is what happens to the clause in the deed that only noted if both owners cease to exist the building is deeded back to the City of Norwalk. Due to the fact that one owner remains in place they are sorting out the specifics.

Mr. Hempstead requested from Ms. Strauss to secure back up information for the committee.

**#9 Person To Person Emergency Financial Assistance**

Mr. David Krandall, Former President, there with Mr. Weldrick Lias and Ms.Rebecca Wilson, VP

They are asking for $35,000 for Norwalk Housing Security ( ie: rent, security deposits, wraparound services, financial counseling, food, utility support for 150 families in 2014). They helped over 150 families this past year. Mr. Lias stated that they provided $406.00 per household for rent and security deposits and with this ask they can provide 300 Norwalk residents assistance this year.

Mr. Hempstead asked if this is a one time fund to the residents. CCA stated they help them once to get back on their feet. Mr. Bonenfant asked if this is a revolving fund and who gets back the security deposit. Mr. Kendall/CCA said that he did not know – CCA used to do a loan program but it was hard to track. Other things such as food, clothing and counseling support is ongoing. Funding is one time as the hope is to get them stable.

Mr. Kydes stated Person To Person is doing great work.

Mr. Kimmel stated without volunteers this makes no sense.

CCA replied, correct, in our organization we have over 3,000 volunteers.

Mr. Kimmel stated impressive to be able to do with a little over $100,000.

Ms. Wilson stated a lot of their clients return to be volunteers

**#10 Domestic Violence Crisis Center - Domestic Violence through Effective Community Policing**

Ms. Allison Roach, Attorney Advocate, stated DVCC is the sole Domestic Violence provider in the Norwalk area. She reviewed their request. She explained that they are providing staff to educate police department and have staff conduct home visits.
Ms. Roach stated this money is to have staff work with home visits and train with Police.

**#11 Women's Business Development Council – Small Business Assistance Program**

Ms. Dorothy Bratchell, Chief Operating Officer, described their program. She said that they target women due to need, but approximately 20% are men. Feel need for women as they do not have access to capital and markets. She said that the program is well known and explained the process.

**#12 Carver Foundation of Norwalk, Inc. Facility Improvements – Replace Interior fire doors, gymnasium padding and classroom divider**

Due to a potential conflict of interest, Ms. O'Toole-Giandurco excused herself and left the meeting.

Ms. Amy Haury stated that their program serves K-12, 2 summer camps, 3 academic, basketball leagues, 3 High Schools at Carver, 7 Academy Street and has served economically challenged and at-risk families for 76 years.

Ms. Haury said that CDBG has helped in the past and now, as per Fire Marshall, all interior fire doors need to be replaced; in addition, they want to replace and add padding in the gymnasium for safety and replace the required folding divider door in the community room to separate large room into two classrooms. $75,000 is total project and they are asking for $37,500 and will have a dollar for dollar match to meet goal.

Mr. Hempstead asked if they funded HVAC last year. Ms. Haury said that they did. She said that the Fire Marshall inspected the doors and determined that the original doors function but are very heavy and need to be soft close to prevent injury. They work but not the way they should. Ms. Strauss stated the padding item will need to be clarified if eligible.

**# 6 City of Norwalk - Neighborhood Improvement Coordinator**

Ms. O'Toole-Giandurco returned to the meeting at 7:45 p.m.

Mr. David Shockley, Neighborhood Improvement Coordinator with the Redevelopment Agency, said CIN is seeking funding for a Coordinator's salary and supplies in the amount of $25,000. He described the program.

Mr. Kimmel stated it is a good program and hopes the City continues to fully fund it.

**#24 Open Door Shelter - Heat for Supportive/Affordable Housing**

Ms. Jeanette Archer-Simmons and Mr. Frank, Director of Program Operations.

Ms. Archer-Simmons stated four housing units are in need of new heating equipment for 4 supportive housing units that house chronically homeless and they are asking for $25,000. Mr. Frank said that all of the units are on average 18 plus years old and spot repairs are proving costly and ineffective. Ms. Archer-Simmons noted that in the past 3-5 years they have spent $17,000 in repairs and are heading for system failures.

Mr. Hempstead asked about a priority list.

Ms. Archer-Simmons noted the following properties are in need:
4 Couch Street – replace boiler
137 South Main – Permits and replace furnace
129 S. Main – upgrade and modify aging furnace, update/clean ductwork
70 Chestnut – Replace corroded baseboard, water heaters and thermostats
Mr. Frank stated 70 Chestnut is priority but the bid to replace is less costly if done as a

package.

Ms. Archer-Simmons explained packaging bids lower cost.

Mr. Hempstead asked if they have contacted the utility company.
Ms. Archer-Simmons and Mr. Frank explained they are in the process of having an audit for all properties. Mr. Hempstead mentioned they may be able to get contributions for upgrades. Ms. Archer-Simmons agreed
Mr. Kydes asked about bids and incentives. Mr .Frank replied Halas Air bid is $85,000. Mr. Kydes reiterated that there are incentives out there.

Ms.O'Toole-Giandurco asked about amount for just 70 Chestnut Street.
Ms. Archer-Simmons stated it would be the smallest portion because it is only baseboards, water heaters and thermostats. Mr. Frank replied approximately $2200 - $2400.

**# 15 Norwalk Senior Center - Elder Abuse Prevention Initiative**

Ms. Beatrix Winter, Director, and Ms. Tanya Herrin, Trainer

Norwalk Senior Center provides training to caregivers to prevent elder abuse through education and resources.

Ms. O'Toole-Giandurco asked who gets trained. Ms. Winter answered anyone living with or taking care of elders for support, stress management. She said that 113 were trained last year. The program began in September 2014.

Mr. Hempstead noted that there is another program here tonight that is overlapping for senior services. A little different but could there be a marriage between like agencies for more cost effectiveness ( ie: Elderhouse. Home Care for Seniors is a like organization). Mr. Hempstead stated there might be an opportunity there.

**#14 Neighborly Care, LLC**

A representative from Neighborly Care described their program and said that they provide low cost child care. He said that they are in a home in the West Rocks area.

Ms. Strauss stated they had a really hard time finding child care programs in the last five years.

Ms. O'Toole-Giandurco asked to clarify if there are 5 children in the program now and are there more spots available.
Mr. replied that there are 5 children in now and we could open up 3 more spots.

**#17 Child Guidance Center of Mid-Fairfield - Dialect Behavioral Therapy**

Mr. Stuart Greenbaum, Director of the Child Guidance Center of Fairfield County, described their program and explained that they serve children from birth through age 19; and served approximately 2, 000 children last year.

Mr. Kimmel stated that it was previously recognized that these types of programs can save money and asked if this can do that. Mr. Greenbaum concurred emphatically. He said that this is money well spent and has to be spent.

Mr. Greenbaum explained the model as: 4-6 months, 2 groups, 8 kids in a group = 36 kids per year. Mr. Kydes asked if courts ever mandate attendance. Mr. Greenbaum said that they do and parents are sometimes pressured by Dept. of Children and Families to participate so they can retain their parental rights. Public school systems can also deny entry unless help is obtained. Mr. Bonnefant asked where the children come from. Mr. Greenbaum stated they come from a variety of places, most from Norwalk Public Schools, Department of Children and Families; for severe cases they contract with us.

**#18 – City of Norwalk Aggression Replacement Training for Youth at Risk**

Mr. Jason Gutman, Coordinator, is requesting funds to combat a behavior commonly known as "Anger Management" which includes a program to give skills that they can take along for life. This program runs 3 hours per week for 10 weeks. $21,000 for facilitation of staff and $3,000 for refreshments for the youth.

Mr. Gutman said it is Department of Youth Services program and takes place in City Hall. He said that the Board of Education is the primary referral source other than thePolice Department. BOE does not fund this.
Mr. Bonenfant stated the City has been contributing to youth services all along.

**# 21 Broad River House Mr. Jerry Saltman**

Mr. Saltman said that BRH is a very special place. There are 28 rental units (4 efficiencies; 14 one bedrooms) and the current age range is 63-94. Median age 81.

Mr. Saltman said that there are 218 windows (c.1982) that need to be replaced. While they provide natural light especially in much smaller apartments they are not energy efficient. Currently they are spending over $50k in fuel. Windows cannot open/close. Mr. Hempstead asked about energy programs. Mr. Saltman stated they are beginning to explore all possibilities

**# 23 Norwalk Housing Authority - Rehab and ADA upgrade at Leroy Downs Apartments**

Mr. Marcus Borarie – Construction Project Manager for 2 decades
Work with CDGB in past
Here tonight for Leroy Downs, a 4 story; 49 unit housing development in need of $50,000 to bringing the elevator into ADA compliance. Per most recent required HUD assessment

that occurs every five years of LD needs, the current elevator needs rehabilitation to bring up to ADA standards. All residents are served by this elevator.

Ms. O'Toole-Giandurco asked about taking out the elevator.
This is for an elevator cab and modernization upgrade to get it to conform to current standards. Mr. Kydes asked how many stories is the building. Mr. Borarie replied four stories.

Committee asked if current elevators are at risk to fail. Mr. Borarie stated no, but elevator door speed is not in compliance. He said that this is a request to refurbish the existing elevator. The cost for a new elevator is approx. $125-130k. This is not for cables, just cab related and its function and is last remaining elevator in need of this.

**Mr. Hempstead stated Mid Fairfield Aides Project could not attend RE: Ill**

**# 21 Norwalk 2.0 Freese Park Infrastructure Improvements**

Ms. Jackie Lightfield representing Hybrid Arts Economic Development
($75,000 planning grant). She said that she was here regarding rusted fence. The Department of Public Works and Recreation and Parks have been unsuccessful because no one claims ownership. She said that they want to correct lead paint, usual trash accumulation, poison ivy and invasive species blocking the view. In addition, they want to address connectivity between the bridge and the surrounding area.

**#16 Norwalk Seaport Association – Sheffield Island Education Program**

Due to a potential conflict of interest Mr. Richard Bonenfant recused himself and left the meeting.

Mr. Fred noted that since 1986 they have maintained and serviced the lighthouse and grounds. This year their application is for $20,000 to transport 250 kids to Sheffield Island.

Mr. Bonenfant returned to meeting.

**#27 – STAR, Inc. – Lighting The Way - Paving and Drainage for Parking, Handicap Ramps and Walkways**

Mr. Bill Cassell, Director of Operations, described their program and said that they are applying for funding for their parking lot water issue. He said that they could do in parts as he would study traffic patterns and prioritize entry as priority but has to deal with water issue in its entirety.

**#24 ChoZen Few Entertainment, LLC L.I.F.T. Program, Distracted Driving**

Melody "Sweets" and John "Dolo" there to ask for $15,000 for a grant for personnel services for a music program that they have, entitled the L.I.F.T. Program (Learning Is Fun Too )

Last year, this project successfully focused on gun violence and had support from the Mayor and Police Department. This summer, they will focus on the Dangers of Distracted Driving . The program targets children between the ages of 7 and 19.

Ms. O'Toole-Giandurco asked how students are selected. John replied they are banging the doors down to participate, working with schools, marketing, well known, in news, etc. Students are from FCA, DCF, Foster care and state.

Mr. Hempstead asked where are they getting additional funding. Melody and John stated that they have received donated equipment, software, donated locations, self funding

Ms.O'Toole-Gianduro asked if there is a relationship to get this message video into schools. Melody replied; yes, a continuous effort

**# Elderhouse - Medical Monitoring Services**

A representative from Elderhouse described their program. They are requesting assistance for the growing population of frail adults in Norwalk. Day visitor based – not a residence, more cost effective and benefits adult children. This is a new program based on need from complications of the new world of health care and is aiming to prevent repeat hospital/Emergency Room treatment.

Mr. Hempstead stated that this is an overlap

Ms. Strauss stated in her experience it is hard to get different not-for-profits to collaborate even if offering similar services.

Elderhouse stated they do collaborate whenever they can and asked that they be noted as not a home care service and therefore even more cost effective

**# 26 City of Norwalk - Summer Youth Employment Program**

Ms. Darlene Young represented the program for Norwalk youth ages 14-18 that work for 6 weeks in the summer. They are there tonight asking for CDGB funds to provide job etiquette training that will prepare them and enhance their employability.

This year they anticipate 175 young people working again.

Need $20,000 to continue what they do with job etiquette training and have now included SAT prep and financial literacy for their future.

Ms. Young explained that the youths are paid (minimum wage) every two weeks with the money they raise but the money from CDGB is to fund the Etiquette training portion.

Mr. Kimmel asked what percentage comes out of city budget. Ms. Young replied $75,000. They write grants, send out 2,000 letters a year.

Mr. Kimmel asked if there was a census track. Ms. Young stated majority come from low to moderate census track (conservatively 80%).

Mr. Hempstead issued a five (5) minute break at 9:22 p.m.

The meeting resumed at 9:31 p.m.

**#28/29 Norwalk Redevelopment Agency**

Presented by Ms. Strauss. Asking Administration Request for $216,000 for 20% of allowable fees to use under CDGB and a program request of $906,578 for City Neighborhoods. Note: $500,000 was for housing rehabilitation projects as previously approved reprogramming of funds
Total allocation1.6 million per Ms. Strauss
Mr. Hempstead noted $500,000 was for Washington Village.

Ms. Strauss stated this is their usual City Neighborhoods request.

$407,000 for technical assistance to businesses, modernization of two (2) parks, infrastructure improvements and cleaning up of sites. Efforts to be focused in choice neighborhood over next 5 years

Mr. Hempstead asked Ms. Strauss if she were going to weigh the PY41 applications. Ms. Strauss replied, no. They are all eligible and everyone has performed on their grants allocations.

Ms. Strauss noted that public service money has greater demand and they are only allowed to use 15% for that purpose.

Ms. Strauss said in March the committee will be asked for their recommendations for funding

**APPROVAL OF MINUTES** – January 5, 2015

** **MR. KYDES MOVED TO APPROVE THE MINUTES AS SUBMITTED**
** **MOTION PASSED UNANIMOUSLY**

**95/7 JOINT REVIEW COMMITTEE**

Ms. Susan Sweitzer, Senior Project Manager Redevelopment Agency, provided an overview of the Joint Committee meetings. They are looking at 5% public use space and approved one hotel with 150 rooms with the understanding that the majority of this project will be retail.

They are waiting for feasibility updates for the office market and multi family component.

Ms. Sweitzer explained that the studies are paid for out of the applicant deposits and includes the cost benefit analysis.

Mr. Hempstead noted it showed one hotel works but a second hotel was not studied to see if that work too. He said that they are still waiting for the update.

Mr. Hempstead noted the goal was trying to take leadership of each group in Saturday meetings and open questions at the end of meetings to assist with everyone working to get LDA approval.

## WALL STREET REDEVELOPMENT PLAN AREA

Mr. Kimmel said that the last update was on 11/30/14

Committee members discussed that they have not heard back within the 150 day time line that they have funding and finances in order. Ms. Sweitzer said that POKO said that they are still working things out..

Committee asked if the time line is 150 or 180 days

Ms. Lightfield said that POKO has taken rows of parking spaces at the Issac Street parking lot. In addition, there are on street parking issues due to snow on Wall Street, which is compounding business viability.

Mr. Hempstead asked for a direct answer on the acceptance date and commencement of the clock.

Mr. Bonenfant noted on the record that we have to stop conveying land over the paperwork and tie it to the actual construction.

**** MOTION TO ADJOURN**
**** MOTION APPROVED UNANIMOUSLY**

Meeting was adjourned at 10:00 p.m.

Respectfully submitted,

Joanne Moné
Telesco Secretarial Services

NORWALK re: DEVELOPMENT AGENCY

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

**FROM:** TAMI STRAUSS, DIRECTOR OF COMMUNITY DEVELOPMENT PLANNING

**DATE:** FEBRUARY 20, 2015

**RE:** WALL STREET REDEVELOPMENT AREA SLUM/BLIGHT DETERMINATION

---

**BACKGROUND**

In June 2004, the Norwalk Common Council determined that the Wall Street Redevelopment Area met the definition of a slum, blighted, deteriorated or deteriorating area (state, federal definitions are detailed in Appendix A attached). For the purpose of funding projects in the Redevelopment Area aimed at addressing slum and blight with federal money, HUD considers this determination to have expired in June 2014. A map of the Wall Street Redevelopment Area is attached.

The Norwalk Redevelopment Agency undertook an investigation of the Wall Street Redevelopment Area in February 2015 to study the following factors in order to update the determination that the area meets the definition of slum, blighted, deteriorated or deteriorating:

- Exterior physical building conditions (extensive defects)
- Occupancy (lease signs as a sign of vacancy)
- Structural age (for suspected environmental contamination)
- Brownfields inventory (City's inventory of properties with known or suspected environmental contamination)

**WALL STREET REDEVELOPMENT AREA CURRENT CONDITIONS**

In order to meet the State's definition of "deteriorated" or "deteriorating" at least 20% of an area's properties need to exhibit one or more deficiencies. The Federal standard is for at least 25% of the properties to suffer from one or more deficiencies. In order for the Wall Street Redevelopment Area to meet the definition of a slum, blighted, deteriorated or deteriorating area, 61 of the Area's 243 properties (25%) need to exhibit deteriorated or deteriorating conditions.

Staff surveyed the properties in person, via the Tax Assessor's database, through the assistance of the Building Department for permit information, and by reviewing the City's brownfields inventory, and determined that 207 or 85% of the properties exhibit one or more of the following (supporting documentation is available from the Redevelopment Agency):

- Known or suspected environmental contamination (based on age of buildings, brownfields, and known land usage)
- Physical deterioration of buildings or improvements such as:
    - Defects that warrant clearance (extensive major defects)
    - Extensive minor defects that collectively have a negative effect on the surrounding area (long-term vacancies, peeling paint, graffiti, boarded up windows/doors, overgrown shrubbery)

This investigation revealed that the Wall Street Redevelopment Area still qualifies as meeting Federal and State definitions of a slum, blighted, deteriorated or deteriorating area.

**REQUESTED ACTION:** Re-designate the Wall Street Redevelopment Area as meeting the definition of a slum, blighted, deteriorated or deteriorating area per General Statues of the State of Connecticut and CFR 570.208(b)(1).

## APPENDIX A

### DEFINITIONS OF SLUM, BLIGHTED, DETIORATED OR DETIORATING

**FEDERAL DEFINTION**

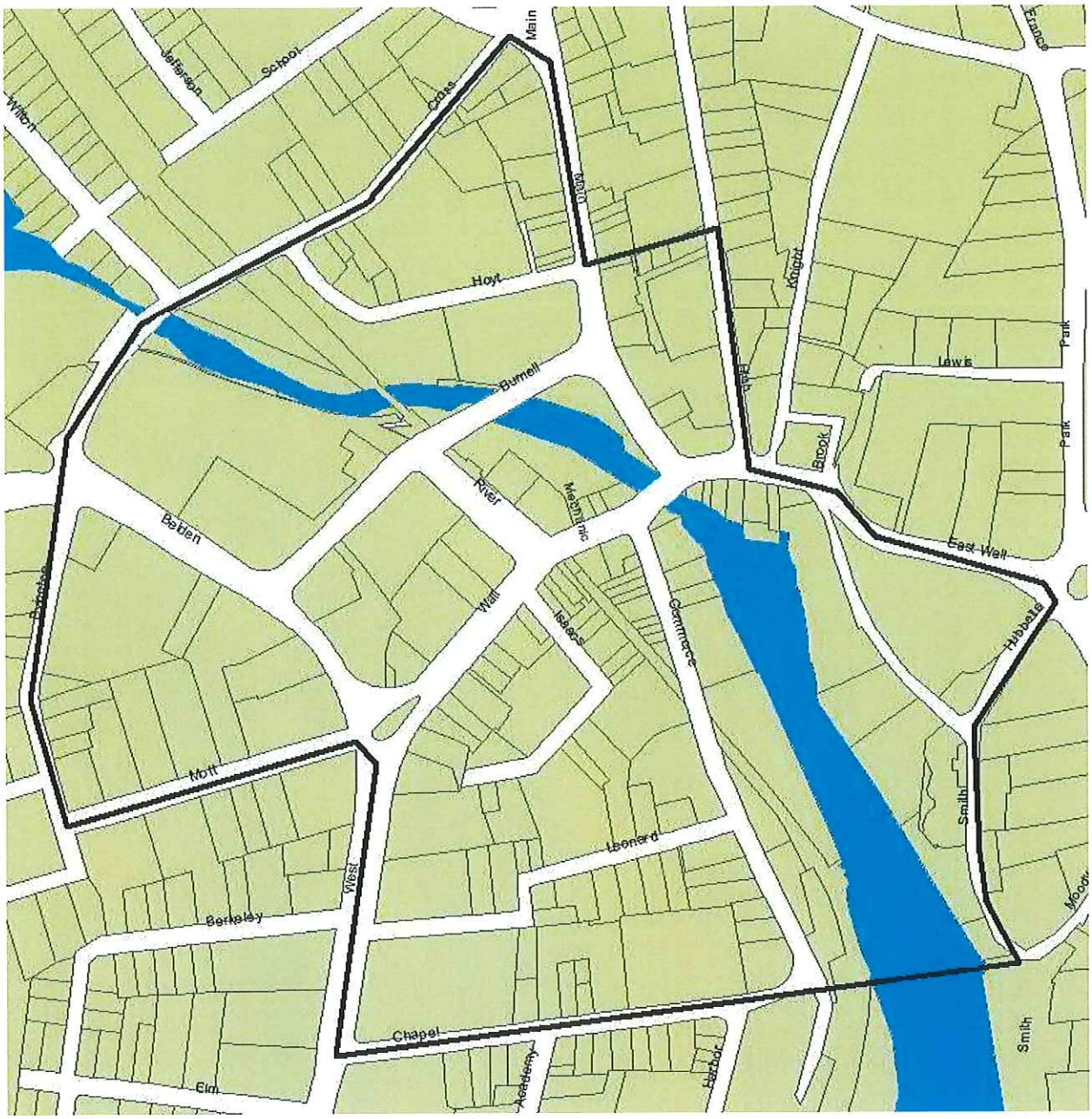
Per CFR 570.208(b)(1), the area must, "(i) meet a definition of a slum, blighted, deteriorated or deteriorating area under State or local law; (ii) The area also meets the conditions in either paragraph (A) or (B): (A) At least 25% of properties throughout the area experience one or more of the following conditions: (1) physical deterioration of buildings or improvements; (2) abandonment of properties; (3) chronic high occupancy turnover rates or chronic high vacancy rates in commercial or industrial buildings; (4) significant declines in property values or abnormally low property values relative to other areas in the community; or (5) known or suspected environmental contamination. (B) The public improvements throughout the area are in a general state of deterioration."

**STATE DEFINITION**

General Statues of Connecticut, Volume 2, Title 8, Chapter 130, Section 8-125:
(7) "Deteriorated" or "deteriorating" with respect to a redevelopment area means an area within which at least twenty per cent of the buildings contain one or more building deficiencies or environmental deficiencies, including, but not limited to: (A) Defects that warrant clearance; (B) conditions from a defect that are not correctable by normal maintenance; (C) extensive minor defects that collectively have a negative effect on the surrounding area; (D) inadequate original construction or subsequent alterations; (E) inadequate or unsafe plumbing, heating or electrical facilities; (F) overcrowding or improper location of structures on land; (G) excessive density of dwelling units; (H) conversion of incompatible types of uses, such as conversion of a structure located near family dwelling units to rooming houses; (I) obsolete building types, such as large residences or other buildings which because of lack of use or maintenance have a blighting influence; (J) detrimental land uses or conditions, such as incompatible uses, structures in mixed use, or adverse influences from noise, smoke or fumes; (K) unsafe, congested, poorly designed, or otherwise deficient streets; (L) inadequate public utilities or community facilities that contribute to unsatisfactory living conditions or economic decline; or (M) other equally significant building deficiencies or environmental deficiencies.

## APPENDIX B

### MAP OF THE WALL STREET REDEVELOPMENT AREA



# THE PLANNING COMMITTEE OF THE COMMON COUNCIL

125 East Avenue
P.O. Box 5125
Norwalk, CT 06856

**TO:** PLANNING COMMITTEE MEMBERS

**FROM:** TIM SHEEHAN, STAFF

**DATE:** MARCH 2, 2015

**RE:** WALL STREET REDEVELOPMENT PLAN AREA UPDATES

## Head of the Harbor

The Option to purchase Smith Street and the adjacent parcel was approved by the Common Council last August. Subsequent to that action the developer filed their site plan and a minor text amendment to Zoning. Zoning has completed its review of both filings and has approved them. The project is currently in design review with the Redevelopment Agency that is expected to advance to the Commission for approval in April. The Street abandonment process as coordinated by the Department of Public Works has been completed and the associated valuation have been accepted by the Free Holders. The next step in the process is for the Redevelopment Agency to work with both DPW and the project civil engineer to issue the Utility Relocation Orders. In summary the procedural aspects of the project are running about 45 days ahead of the process outlined in the approved Option Agreement.

## Wall Street Place

Attached you will find a copy of the City and Redevelopment Agency's formal notice to POKO dated February 19, 2015 of their default under the amendment to the governing LDA with regards to evidencing to the Redevelopment Agency their having closed on all necessary construction and permanent financing for the Phase One Improvements within the defined time period. Additionally, I have attached Article XIX of the governing LDA entitled Defaults and Remedies; Termination. Any legal interpretation of this document that might be required by the Planning Committee should be sought from Corporation Counsel. The provisions of Section 19.3 E which addresses the Redeveloper's cure periods for a noticed default were previously reviewed with the Planning Committee and Common Council in its consideration of the initial amendment to the LDA last summer and are clear.

## ACTION

NO ACTION REQUIRED

# CITY OF NORWALK

LAW DEPARTMENT

CITY HALL
125 EAST AVENUE, P.O. BOX 5125
NORWALK, CONNECTICUT 06856-5125

TEL: (203) 854-7750
FAX: (203) 854-7901

February 19, 2014

VIA FEDERAL EXPRESS

Mr. Kenneth M. Olson
POKO-IWSR Developers, LLC
225 Westchester Avenue
Port Chester, New York 10573

RE: Land Disposition Agreement & Development Agreement By and Between the City of Norwalk, the "CITY", the Redevelopment Agency of the City of Norwalk, the "AGENCY" and POKO-IWSR DEVELOPERS, LLC, Redeveloper, (POKO) Dated November 14, 2007,[ the "LDA",] as amended by First Amendment dated October 24, 2014,[the " First Amendment"]

Dear Mr. Olson:

Pursuant to the First Amendment to the LDA, Phase I Improvement Extension Thresholds, Paragraph numbered 1, subpart (4), POKO is required to provide evidence to the Redevelopment Agency of the City of Norwalk, (the Agency), sufficient to have the Agency certify that POKO "has closed on all necessary construction and permanent financing (public, commercial and equity) required to complete the Phase I Improvements", as defined in the LDA. This requirement was to be fulfilled within 150 days from September 1, 2014 or by January 30, 2015. According to Part II of the First Amendment to the LDA, POKO's failure to meet this threshold requirement "within the timeframe allocated consistently and to the satisfaction of the Agency" shall automatically cause the extension (granted by the First Amendment) to lapse and further constitutes a default under the LDA.

Pursuant to Article XIX, Section 19.3 subpart E of the LDA, this letter shall serve as formal notice that POKO is in default of its obligations under the LDA, as amended, and has 30 Business Days from the date of this letter to cure the such default. In the event that POKO fails to cure the default, be advised that the CITY and AGENCY intend to exercise all of their rights and remedies as set forth in Article XIX Section 19.4 of the LDA.

Sincerely,

Marc J. Gremer, Esq.
DePanfilis & Vallerie, LLC
Norwalk Redevelopment Agency Counsel

Mario F. Coppola, Esq.
Corporation Counsel, City of Norwalk

CC: Mayor Harry W. Rilling
Felix R. Serrano, Chairman, Norwalk Redevelopment Agency

Corey Tarzik, Esq. (Via Federal Express)
Blank Rome LLP
The Chrysler Building, 405 Lexington Avenue
New York, NY 10174-0208

Citicorp USA, Inc. (Via Federal Express)
c/o Maureen R. Munroe, Citi Bank
Director Risk Management
388 Greenwich Street
New York , NY 10013-2375

Citicorp USA, Inc. (Via Federal Express)
c/o Steven C. Hall, Citi Bank
Managing Director
City Community Capital
Municipal Securities Division
Citigroup Global Markets
390 Greenwich Street , 2nd Floor
New York , NY 10013-2375

Citicorp USA, Inc. (Via Federal Express)
c/o Citi Community Capital
1 Court Square, 45th Floor
Long Island City, NY 11120

Michael G. Proctor, Esq. (Via Federal Express)
Pullman & Comley, LLC
850 Main Street
Bridgeport, CT 06604

Arbitration Rules of the American Arbitration Association, the (a) Fast Track procedures shall apply in any case in which no party's total disclosed claim or counterclaim exceeds $250,000, (b) the Regular Track procedures shall apply in any case in which any party's total disclosed claim or counterclaim exceeds $250,000, and (c) the Large, Complex Construction Case Track procedures shall apply in any case in which any party's total disclosed claim or counterclaim exceeds $1,000,000.

## ARTICLE XIX
## DEFAULTS AND REMEDIES; TERMINATION

Section 19.1 Event of Default.

For purposes of this Agreement, an **"Event of Default"** shall mean a "Redeveloper Default" or "City Default" (as those terms are hereinafter defined) as the context may require.

Section 19.2. City and Agency .

For purposes of this Article and Article XVIII hereof, (i) the City shall not be deemed to be aggrieved by any default of the Agency and may not exercise any remedies against the Agency by reason of a default by the Agency; and (ii) the Agency shall not be deemed to be aggrieved by any default of the City and may not exercise any remedies against the City by reason of a default by the City.

Section 19.3 Default by Redeveloper. The occurrence of any one or more of the following, beyond any applicable notice and cure period, shall constitute a "**Redeveloper Default**" as that term is used in this Agreement:

A. Any transfer by the Redeveloper in violation of Section 13.2;

B. If any warranty or representation of the Redeveloper contained in this Agreement is materially untrue as of the date made;

C. The Redeveloper shall cease doing business as a going concern, make an assignment for the benefit of its creditors, admit in writing its inability to pay its debts as they become due, file a petition commencing a voluntary case under any chapter of the Bankruptcy Code, 11 U.S.C. § 101 *et seq.* (the "Bankruptcy Code"), file a petition seeking for itself any reorganization, composition, readjustment, liquidation, dissolution or similar arrangement under the Bankruptcy Code or any other present or future law or regulation; or files an answer admitting the material allegations of a petition filed against it in any such proceeding, consents to the filing of such a petition or acquiesces in the appointment of a trustee, receiver, custodian or other similar official for the Redeveloper or of all or substantially all of the Developer's assets or properties, or institutes any proceeding for the dissolution or liquidation of the Developer; a case, proceeding or other action shall be instituted against the Developer, seeking the entry of an order for relief against the Developer, to adjudicate the Developer

as a bankrupt or insolvent, or seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief against the Developer under the Bankruptcy Code or other present or future rule or regulation, which case, proceeding or other action either results in the entry or issuance of any other order or judgment having a similar effect or remains undismissed for sixty (60) days, or within sixty (60) days after the appointment, without the Developer's consent or acquiescence, of any trustee, receiver, custodian or other similar official for Developer or for all or any substantial part of the Developer's assets and properties, such appointment shall not be vacated; or

D. The failure, on or before the applicable deadline therefor set forth in this Agreement with respect thereto, to commence or complete (as evidenced by a Certificate of Completion) any Improvement required to be completed by the Redeveloper under the terms of this Agreement, and the failure to cure such default within thirty (30) Business Days after notice thereof by the City or Agency to the Redeveloper, and each Mortgagee (in accordance with Section 603 of Part II hereof), provided that if such default cannot reasonably be cured within such thirty (30) Business Day time period, then the Redeveloper shall have such additional time as may be reasonably necessary to cure such failure and no Redeveloper Default shall be deemed to exist hereunder so long as the Redeveloper commences such cure within the initial thirty (30) Business Day period and diligently and in good faith pursues such cure to completion within ninety (90) Business Days after expiration of such thirty (30) Business Day period.

E. The default by the Redeveloper of any other material provision of this Agreement and the failure by the Redeveloper to cure such default within thirty (30) Business Days after notice thereof by the City or Agency to the Redeveloper, provided that if such default cannot reasonably be cured within such thirty (30) Business Day time period, then the Redeveloper shall have an additional sixty (60) Business Day period to cure such failure and no Redeveloper Default shall be deemed to exist hereunder so long as the Redeveloper commences such cure within the initial thirty (30) Business Day period and diligently and in good faith pursues such cure to completion within sixty (60) Business Days after expiration of such thirty (30) Business Day period.

Section 19.4 Remedies for Redeveloper Default. Subject to the terms and conditions of Section 604 of Part II hereof, during the existence of any Redeveloper Default, the City and/or Agency may pursue any of the following remedies:

A. With respect to any Redeveloper Default described in Section 19.3(B), the City and/or the Agency shall be entitled to recover from the Redeveloper any and all actual damages, including reasonable attorney's fees incurred by the City and Agency, arising out of or resulting from such default.

B. With respect to a Redeveloper Default described in Section 19.3(A), (C), (D), and (E), the City and/or Agency may pursue any one or more of the following remedies, it being the intent hereof that none of such remedies shall be to the exclusion of any other; provided, however, that any such right shall not apply to individual parts or parcels of the Project Property or any other Project Property (or, in the

case of parts or Project Property leased, to the leasehold interests) for which a Certificate of Completion has been issued as provided in this Agreement:

(i) If the applicable Project Property was acquired from the City or Agency, terminate the estate held by the Redeveloper in the applicable Project Property by exercising the Agency's Right of Re-Entry in accordance with Section 19.10 hereof;

(ii) Pursue an action for specific performance of the Redeveloper's obligations under this Agreement;

(iii) Pursue an action for any and all actual damages incurred by or asserted against the City or Agency as a result of the Redeveloper Default; and

(iv) Terminate the City's and Agency's obligations under this Agreement.

In the event of the exercise of the Agency's Right of Re-Entry, the parties agree to cooperate with each other in good faith to release and/or modify any easement that is no longer applicable (in the context of the rights exercised by the Agency, the rights of any Mortgagee and the development and continued operation of the Project Property and any Improvements located or to be located thereon).

Section 19.5 Default by City. The occurrence of any one or more of the following, beyond any applicable notice and cure period, shall constitute a "**City Default**" as that term is used in this Agreement:

A. If any warranty or representation of the City contained in this Agreement is materially untrue as of the date made;

B. The default by the City of any other provision of this Agreement, and the failure by the City to cure such default within thirty (30) Business Days after notice thereof by the Redeveloper to the City, provided that if such default cannot reasonably be cured within such thirty (30) Business Day time period, then the City shall have an additional sixty (60) Business Day period to cure such failure and no City Default shall be deemed to exist hereunder so long as the City commences such cure within the initial thirty (30) Business Day period and diligently and in good faith pursues such cure to completion within such resulting ninety (90) Business Day period from the date of the Redeveloper's notice;

C. The City shall commence a voluntary case concerning the City under Title 11 of the United States Code entitled "Bankruptcy" as now or hereafter in effect, or any successor thereto or any other present or future bankruptcy or insolvency statute (the Bankruptcy Code); or the City commences any other proceedings under any reorganization, arrangement, readjustment of debt, relief of debtors, dissolution, insolvency or liquidation or similar law of any jurisdiction whether now or hereafter in effect relating to the City; or there is commenced against the City any such proceeding which remains undismissed or unstayed for a period of ninety (90) days; or the City fails

# 95/7 LDA AMENDMENT
## EXECUTIVE SUMMARY

In December of 2015, Norwalk Land Development, LLC, a subsidiary of General Growth Partners and the owner of parcels 1, 2 and 4 of the Reed Putnam Urban Renewal Plan, brought forward a request to amend the governing Land Disposition Agreement (LDA) for the site. Norwalk Land Development's proposed amendment sought to revise the LDA to allow for the construction of a regional mall rather than a primarily office project as retail malls are their core business and new office construction is not economically feasible in the current market.

In considering their response to Norwalk Land Development's request, the public parties to the governing LDA (Redevelopment Agency and the City) met and determined that it would consider the requested amendment in more manageable steps. First the public parties wanted to review the land uses and development volumes that could / should be allowable on the site given its urban location and the physical context that surrounds it. The last time such was considered by the public parties was in 2007 and since that time it was agreed that much in the way of urban land use and mixed use development had changed. To address this first step, the public parties formed and ad-hoc committee with representation from the Planning Committee of the Common Council (Douglas E. Hempstead, Travis L. Simms), Redevelopment Agency (Lisa Cooper, Felix R. Serrano) and the Planning Commission (Torgny Astrom). The committee began its work on January 13, 2015.

During its review the committee considered studies regarding the office, retail and multi-family development sectors. They considered the economic impact analysis between the proposed retail project and the approved Conceptual Master Site Plan (CMSP). They listened to the opinions and read the work product put forth by retail expert Robert J. Gibbs, ASLA. The materials reviewed by the committee are contained in this briefing package as are the minutes of the meetings and the actions taken by the committee. The meetings continued weekly through February 28th. At the final committee meeting the committee reported out the attached land uses and volumes recommending that they be adopted as an approved exhibit to the anticipated Amendment 4 of the governing LDA.

Incorporating the committee recommended land uses and volumes into the amendment as an approved exhibit provides the developer with the development volume necessary to accommodate a regional mall and two other additional land uses into their CMSP. That plan and the amendments to the LDA necessary to facilitate such a development will require additional approvals from both the Redevelopment Agency and the Common Council. Until such approvals are in place the currently approved LDA and Amendment 3 will remain the governing documents. The committee recommendation, if approved, sets the potential for a regional mall to be developed by amending the currently approved retail volume (75,000 – 125,000 SF) which precludes such development upwards (75,000 – 750,000 GLA). That being said, such development cannot advance until acceptable modifications to the LDA have been accepted by the parties. In this regard there remain a number of issues that require further negotiation. Finally, the project will be subject to both zoning approval, further design review and State Traffic Commission review.

# PARCELS 1, 2 AND 4 OF THE REED PUTNAM URBAN RENEWAL PLAN

## Recommended Scale and Density of Development (2015)

| Site Area Calculations | FAR | Land Area | | | |
|---|---|---|---|---|---|
| Parcel 1&2 | 2.0 | 448,394 SF | | | |
| Parcel 4 | 2.0 | 123,883 SF | | | |
| TOTAL | 2.0 | 572,227 | | 1,144,454 | |
| | | **572,227** | **Minimum Allowable Development 700,000 SF Plus Parking** | **Maximum Allowable Development 1,144,454 SF Plus Parking** | **Maximum Height 200 FT Minimum Height 60 FT** |

## Currently Approved CMSP

| Overall Project | Units | Area | Parking | Comments |
|---|---|---|---|---|
| Retail | | 125,000 | | |
| Office | | 601,000 | | |
| Residential | 250 | 317,000 | | |
| Hotel | 145 | 101,000 | | |
| Parking Spaces | | | 2,474 | |
| TOTAL | 395 | 1,144,000 | 2,474 | |

## Currently Approved Land Uses and Volumes (2007)

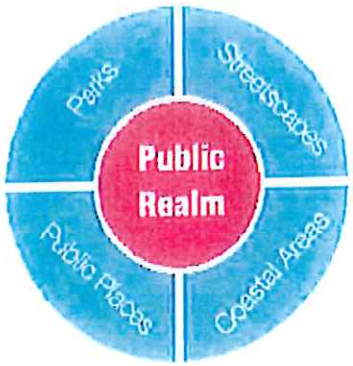
| | |
|---|---|
| Office | 475,000 – 625,000 SF |
| Retail | 75,000 – 125,000 SF |
| Residential | 250 – 350 Units |
| Hotel | 80,000 - 110,000 SF |
| Affordable Housing | 15% of Residential Units |
| Public Cultural | 2-4% |

## Recommended Approved Land Uses and Volumes (2015)

| | |
|---|---|
| Office | 85,000 – 625,000 SF of Class A Office |
| Retail | 75,000 – 750,000 GLA (Definition Attached) 10% Maximum Allocation to Restaurant Uses, Anchors of High Quality |
| Residential | 60 – 350 Units 15% Affordable |
| Hotel | 85,000 - 175,000 SF Minimum 150 Rooms, |

| | With Upscale Facilities |
|---|---|
| Required<br><br>Public Realm (Definition Attached) | 5% of Total Development Square Footage, City / Redevelopment Agency Approval Of The Specific Improvements |
| Institutional (Optional not one of mixes of uses on the site) | 5,000 – 25,000 SF |
| Parking **(Not A Use)** | As Required by Zoning |
| Required<br><br>Mixed Use | A Minimum of Two Land Uses In Addition to Public Realm Are Required In Any Development |

## Public Realm Definition




The public realm includes all public places, linkages and building elements that are physically and/or visually accessible regardless of ownership. These places and elements can include, but are not limited to, streets, pedestrian ways, bikeways, bridges, plazas, nodes, squares, transportation hubs, gateways, parks, waterfronts, natural features, view corridors, landmarks and building interfaces.

The public realm is organized into four categories: parks, streetscapes, coastal areas and public places (interior & exterior). Definitions for these categories are as follows:

Parks - Public open spaces within a community for recreational use.

Streetscapes - The visual elements of a street including the road, sidewalk, street furniture, trees and open spaces that combine to form the street's character.

Coastal Areas - All land areas along the water's edge.

Public Places - All areas interior or exterior within a community visible to the public or for public gathering or assembly but not specifically used for or directly related to a business purpose. Examples could include a library, public auditorium, community function space.

Furthering this definition, nine principles expand on how the public realm addresses the following key themes:

- Livability
- Identity
- Access
- Connectivity
- Placemaking & Design Excellence
- Environmental Stewardship
- Inclusivity
- Activation
- Shared Ownership & Implementation

The public realm principles will support the City's decision-making process in deeming uses as public realm improvements. These principles will ensure that the public realm development is reflective of an established vision which could be expressed in the following manner:

## Burnaby's Public Realm Vision

The public realm in Norwalk expresses its traditional New England culture while serving a diverse, multicultural population. It is a fully accessible and engaging experience that includes diverse public parks and civic spaces; an interconnected system of public walkways, bicycle trails and public transit; a vibrant and active waterfront; and active mixed use areas that are all enhanced through high-quality architecture, streetscape design and public art. It is safe, comfortable and responds effectively to the regional climate and surrounding environment.

The Public Realm uses are those improvements as noted such improvements or enhancements are above and beyond any requirements by any local , state or federal statutes, or any additional improvements required for local, state or federal approvals.

**Gross leasable Area** (**GLA**) is the amount of floor space available to be rented in a commercial property. Specifically, **gross leasable area** is the total floor **area** designed for tenant occupancy and exclusive use, including any basements, mezzanines, or upper floors. **GLA DOES NOT INCLUDE COMMON SPACE.**

**ACTION**

This Joint Committee consisting of representatives from the Common Council, Redevelopment Agency and Planning Commission whose directive was to review and recommend any potential modifications to the currently approved land uses and development volumes assigned to parcels 1, 2 and 4 as referenced in Amendment #3 to the Land Disposition and Development Agreement dated October 11, 2007 by and among the Norwalk Redevelopment Agency, the City of Norwalk, Connecticut and Norwalk Land Development, LLC approves the attached exhibit as being reflective of its recommendations and authorizes its advancement to the Planning Commission, Redevelopment Agency and Common Council for their respective comment or approval of such to be used as an exhibit in the development of a proposed Amendment #4 to the LDA.

# 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: SUSAN SWEITZER, SENIOR PROJECT MANAGER

RE: TOD DISTRICT REDEVELOPMENT PLAN ZONING RECOMMENDATIONS

DATE: FEBRUARY 26, 2015

In October 2011 Common Council adopted the South Norwalk Railroad Station Area TOD Strategy Plan (Master Plan). The Plan specifically recommends changes to existing Zoning regulations and geographic boundaries that simplify and support a mixed-income, mixed-use transit-oriented district that is economically feasible to develop.

To advance that goal, the Redevelopment Agency has been working with The Cecil Group (the consultant team that assisted the City in the development of the Master Plan) to identify zone change options. The attached for review and discussion is the Cecil presentation outlining the immediate zoning implementation recommendations.

NO ACTION REQUESTED.

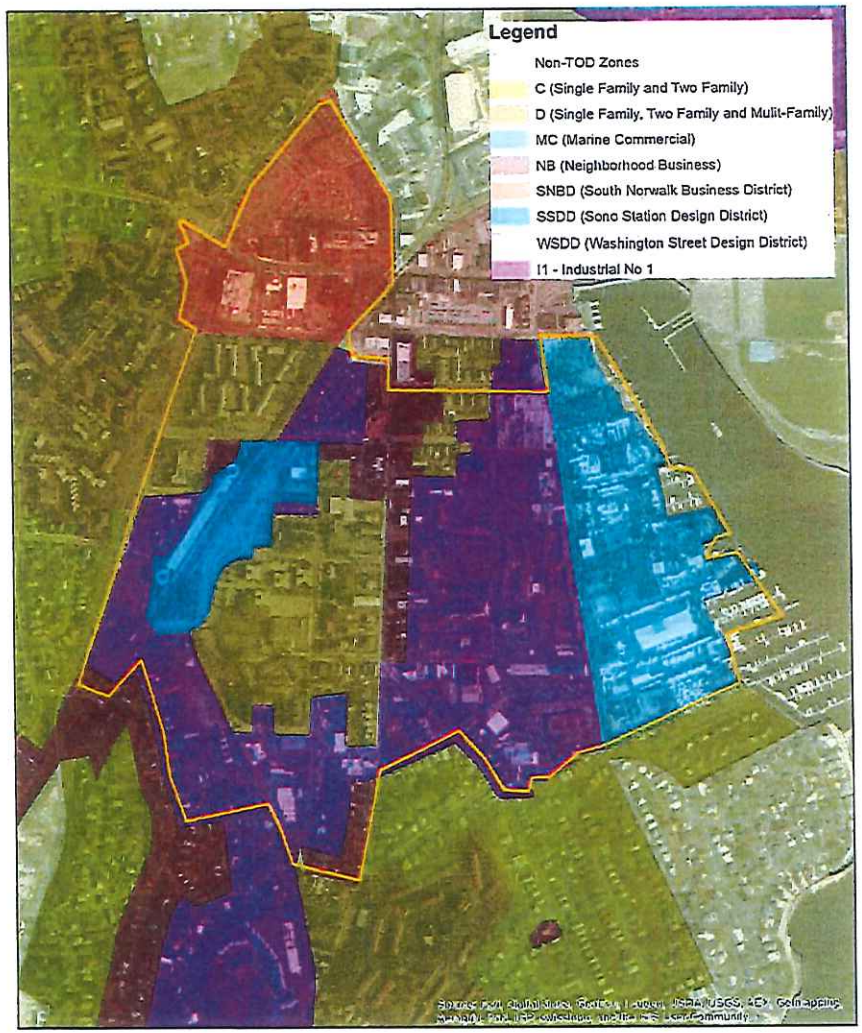
CHESTNUT STREET TOD

BEINFIELD ARCHITECTURE PC

P 203 838 5789 • F 203 857 0045 • 1 MARSHALL ST / STE 202 / SOUTH NORWALK / CT / 06854

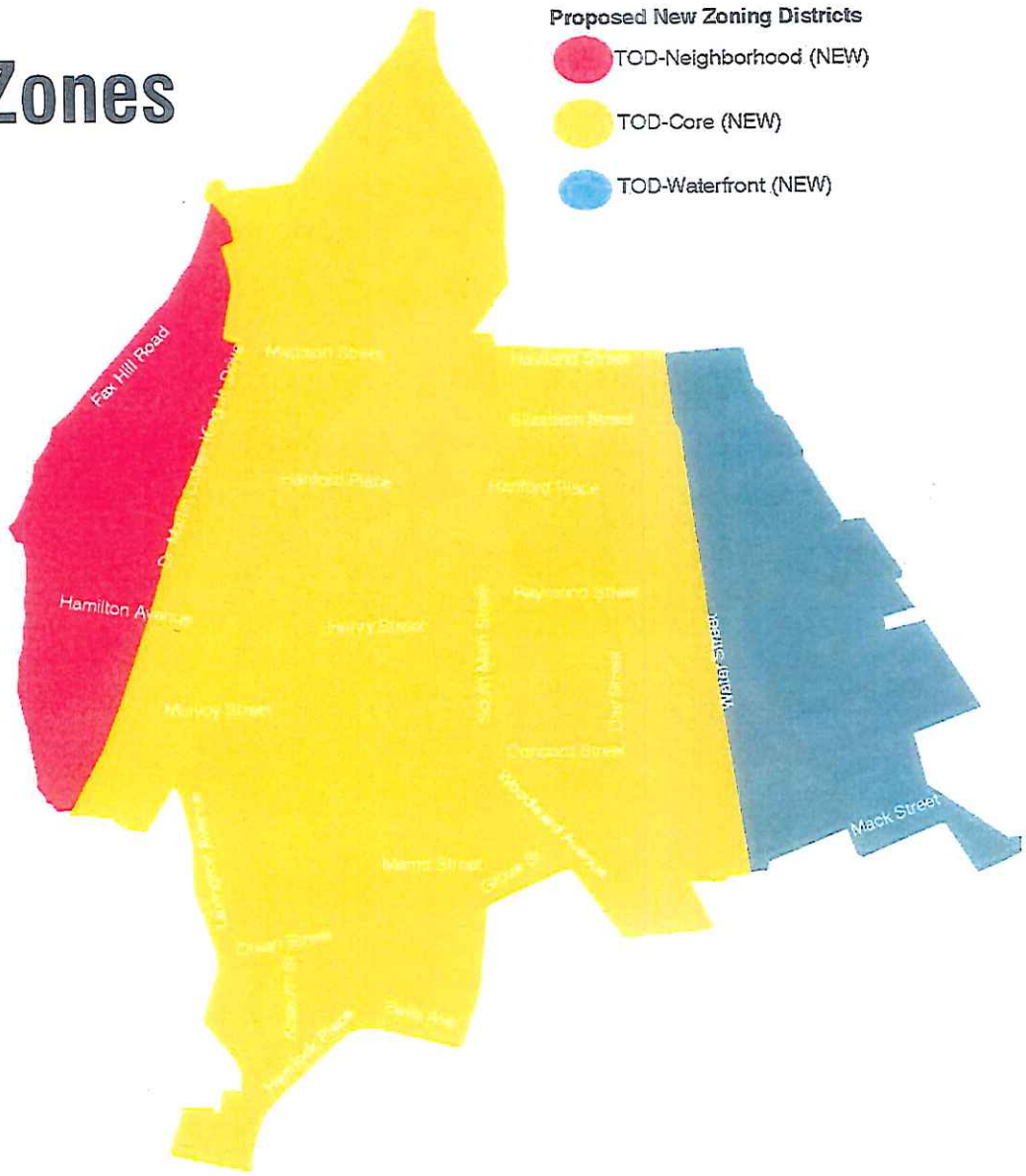
# TOD District Redevelopment Plan

# Current Zoning Districts within TOD Boundary



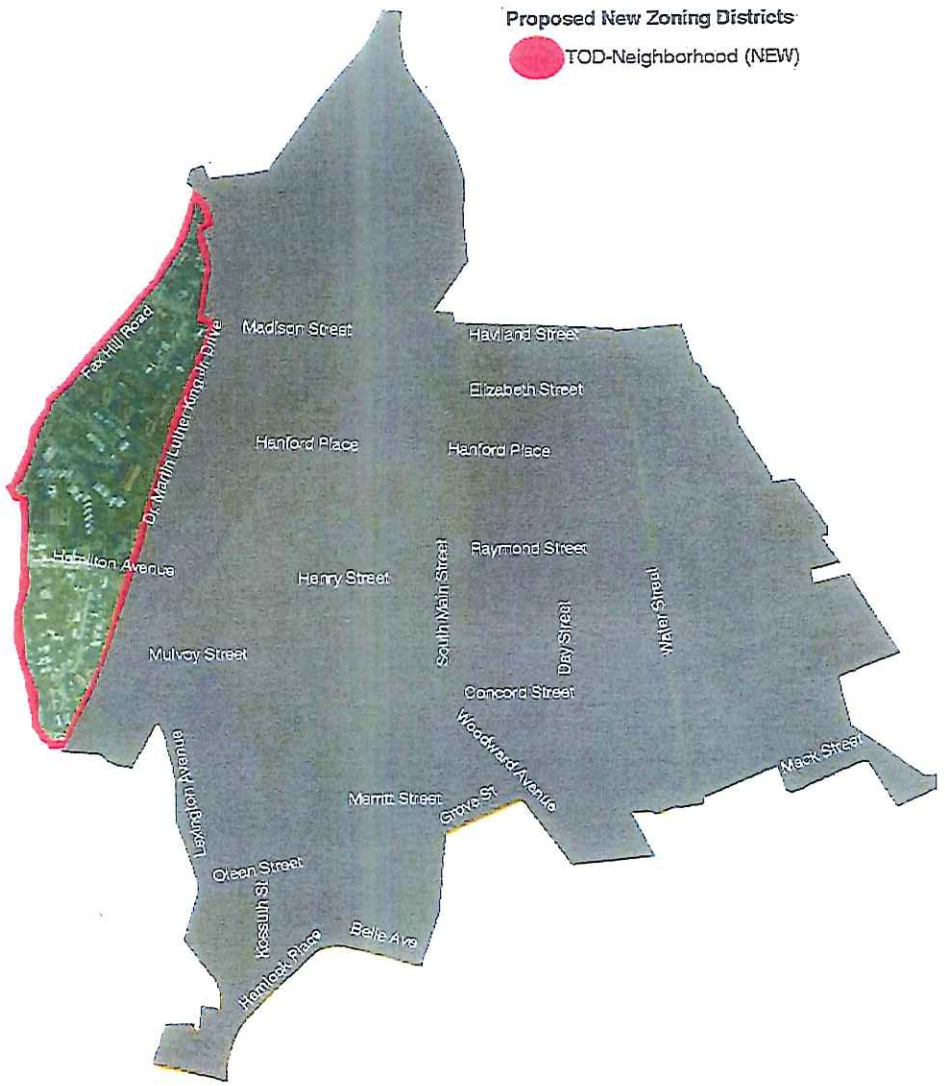

**6 Zones in the original TOD Area; 8 Zones in the Study Area**

# New TOD Zones



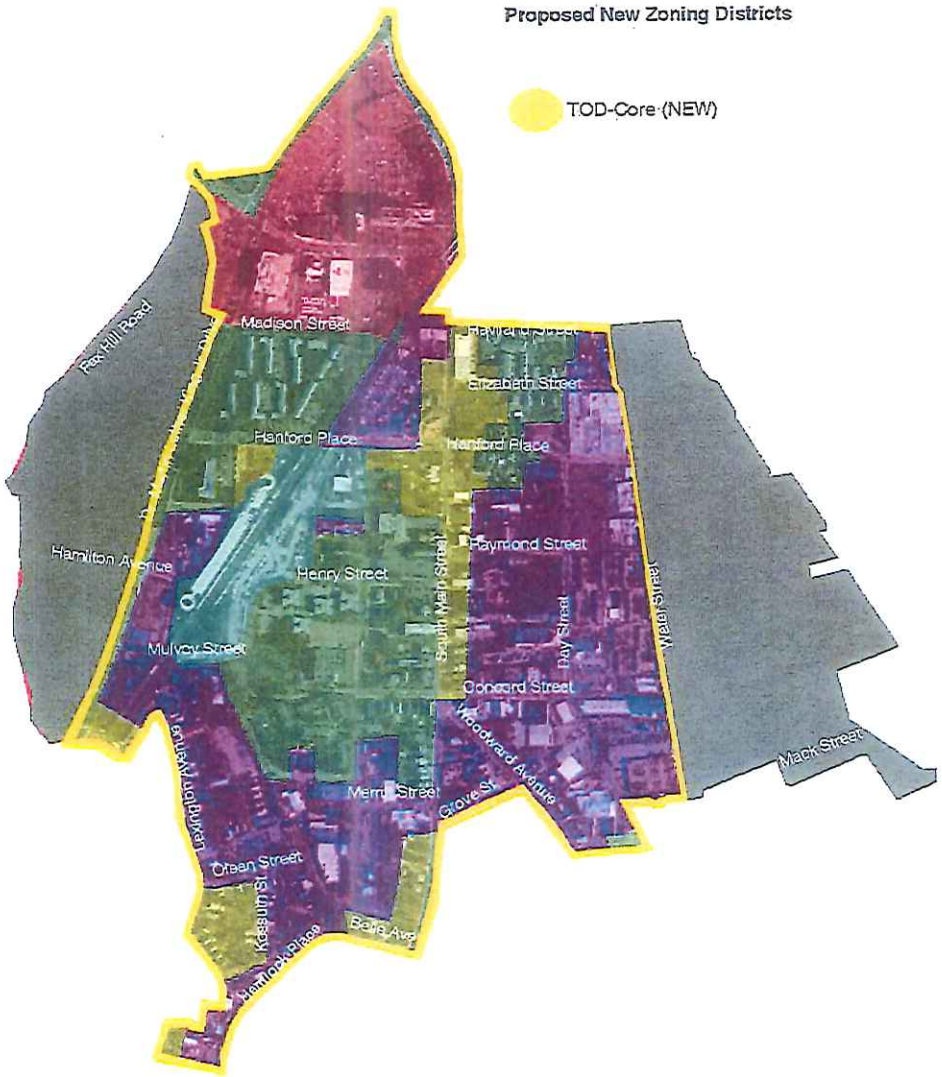
# TOD Neighborhood

- Residential District
- Allow for TOD-related public infrastructure improvements to connect residents to rail station
- Based on Residence D Zone



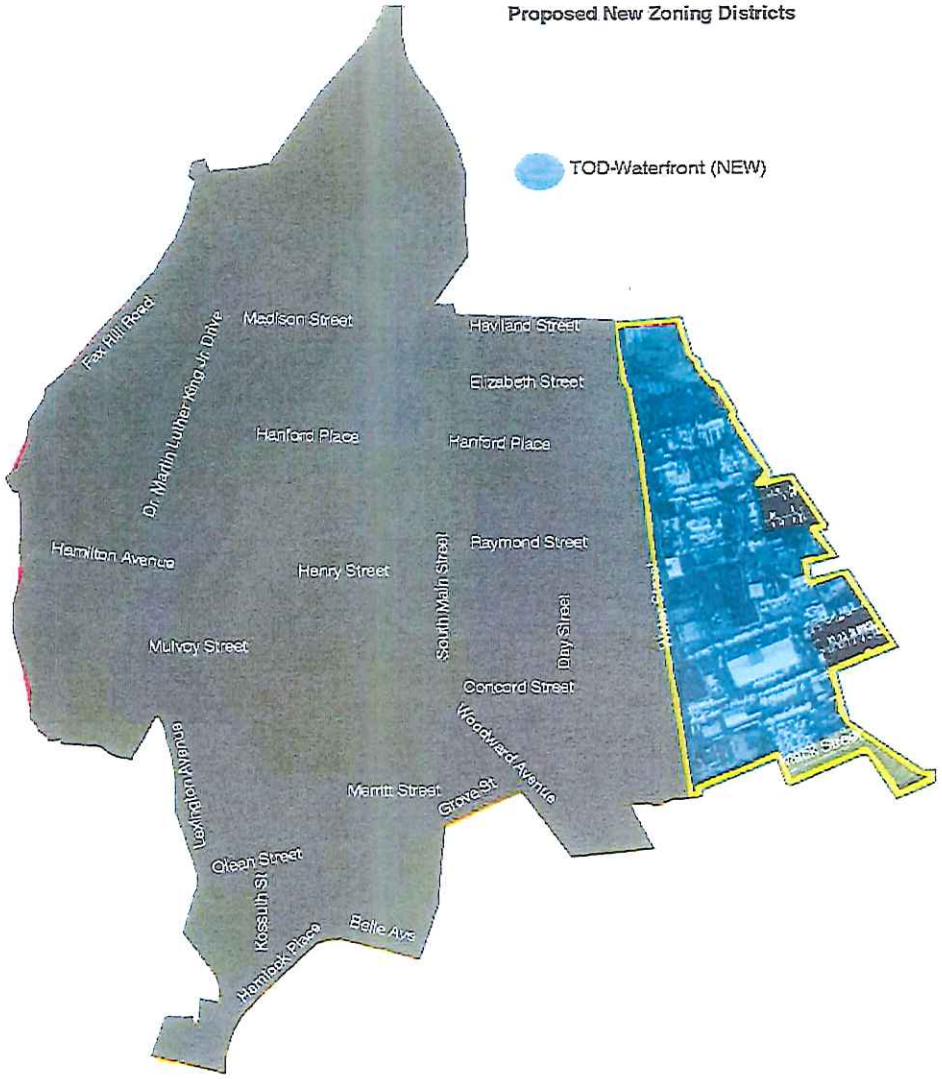
# TOD Core

- Mixed-use District
  - Transit-Oriented Development
  - Walkability
  - Increased density
- Two existing zones will be removed
  - South Norwalk Design District
  - SoNo Station Design District



# TOD Waterfront

- Connecting water-related uses to the TOD-Core
- Based on Marine Commercial Zone



# TOD Recommendations

| TOD Goal | How Addressed |
|---|---|
| **Affordable Housing** | • 10% throughout TOD-Core and TOD-Waterfront |
| **Activate Ground Floors** | • Retail and services required on ground floor of main arterials (South Main Street (north of Concord Street), Washington Street, Madison Street, Monroe Street, Hanford Place, Henry Street, and Raymond Street) |
| **Development Incentives** | • Building heights have been increased to a maximum of three stories for lots of ½ acre or less and 5 stories/65 feet for lots over ½ acre<br>• The minimum lot size has been increased to 9,750 square feet<br>• Setback requirements have been reduced<br>• Floor Area Ratio has been removed<br>• Residential density has been reduced to 500 square feet of lot area per dwelling unit for multifamily dwellings; recreation area reduced to 100 square feet per dwelling unit<br>• Multifamily dwelling of not less than 12 units is allowed as of right |
| **Reduced Parking Ratios** | • 1.20 spaces per residential unit<br>• 1 space per 750 sf/ commercial/retail |
| **Parking in the Flood Zone** | • Required "activated component" has been removed to allow structures to address the specific requirements of construction in the flood plain |
| **Shared Parking** | • New shared parking calculation reflects current practice for urban areas |

## CHOICE NEIGHBORHOODS CRITICAL COMMUNITY IMPROVEMENTS

### ACTIVITY #1: IMPROVEMENTS TO RYAN PARK

**Background**

- Ryan Park is a 2.2 acre city-owned neighborhood park and is the only significant public open space within the Choice Neighborhood.
- It is directly across Day Street from Washington Village, the target public housing development.
- There are limited facilities.
- Residents consider it unsafe.

**Project Description**

- The Norwalk Transformation Plan calls for redevelopment to increase facilities and usage.
- The Mayor recently appointed an Advisory Committee (residents, community, stakeholders) to develop a plan to include physical redesign, amenities and programming
- CCI funds will be used to develop the plan and fund improvements.

**Administration**

- The CCI project will be administered by the Norwalk Redevelopment Agency, the co-grantee
- A consultant will be hired to lead the community design process
- Once completed, the park will be maintained by the City Recreation and Parks Department

**Project Budget**(to be finalized following community planning process)

| Source of Funds | Use of Funds | Amount |
|---|---|---|
| Choice Neighborhoods | A/E | $ 70,000 |
| Choice Neighborhoods | Construction | $930,000 |
| TOTAL | | $1,000,000 |

**Status of Financial Commitments**

- Commitment letter from City regarding park administration

**Project Schedule (to be determined)**

| Milestones | Date |
|---|---|
| Consultant Contract Execution | |
| Complete Neighborhood Needs Assessment | |
| Complete Preliminary Design | |
| Common Council Approval | |
| Complete Final Design | |
| Out to Bid | |
| Construction Start | |
| Construction Completion | |

**Use of Program Income: N/A**

**Measures of Success**

- Decrease in number of crimes in and around Ryan Park
- Increase in number or % of residents who feel safe in Ryan Park (collected via resident survey)
- Increase in number or % of residents who utilize Ryan Park (collected via resident survey)
- Increase in number of events held at Ryan Park annually (collected from Parks and Rec)

## ACTIVITY #2: Improvement of Norwalk Community Center / Public Art Installation

**Background**

- The South Norwalk Community Center (SoNoCC) is heavily used for after school programming, social service delivery, community programming
- SoNoCC is next to Ryan Park and 1 block from Washington Village, the target public housing site
- SoNoCC has fallen into disrepair
- Interior renovations are underway

**Project Description**

- Create a permanent public art installation on the exterior of SoNoCC as part of a larger community based art project at the entrance to SoNo
- The project will help "brand" the neighborhood
- A "Call for Artists" was released and an artist selected
- A series of public forums will be held to determine the final design

**Administration**

- The CCI project will be administered by the Norwalk Redevelopment Agency, the co-grantee.
- A consultant will be hired to lead the community design process
- Once completed, the art will be maintained by the City

**Project Budget**

| Source of Funds | Use of Funds | Amount |
|---|---|---|
| CDBG | Interior Renovations | $300,000 |
| Choice Neighborhoods | Exterior Art | $100,000 |
| TOTAL | | $400,000 |

**Status of Financial Commitments**

- $200,000 CDBG program years PY 39 and PY40 received
- $186,000 CDBG program year 41 (July 1, 2015-June 30, 2016) requested

**Project Schedule**

| Milestones | Date |
|---|---|
| Select Artist | April 2015 |
| Commence Community Meetings | June 2015 |
| Complete Final Design | January 2016 |
| Construction Start | April 2016 |
| Construction Completion | July 2016 |

**Use of Program Income: N/A**

**Measures of Success**

- Increase in number or % of residents who feel increased pride in the neighborhood (collected via resident survey)
- Increase in number of people who use SoNoCc

## ACTIVITY #3: Complete Streets

**Background**

- The City prepared a "Transit Oriented Development Program" to enhance public streets with walkability, bike-abilty and public transit consistent with "Compete Streets" standards.
- Phase I of the Program includes 4 major thoroughfares and work has begun on 2, including decorative lighting, sidewalks, street repairs, signage, bike lanes, etc.
- Lighting has been identified as critical element of Complete Streets and planned for all streets in SoNo for safety, aesthetics and "placemaking."

**Project Description**

- Install 80 additional street lights in SoNoalong streets not included in Phase 1 of the Program
- 40 paid by developers and installed in conjunction with new developments (including Choice)
- 40 paid with Choice and CDBG funds

**Administration**

- The CCI project will be administered by the Norwalk Redevelopment Agency; City Department of Public Works will handle construction/installation
- The lighting will be maintained by South Norwalk Electric Works (local utility company)

**Project Budget**

| Source of Funds | Use of Funds | Amount |
|---|---|---|
| DOT | TOD Program | $486,000 |
| CDBG | Phase I Improvements | $ 500,000 |
| City | Phase I Improvements | $ 714,000 |
| Developer | Lighting | $1,265,000 |
| Choice Neighborhoods | Lighting | $ 765,000 |
| TOTAL | | $3,730,000 |
| TBD | Remaining 2 Phase I projects | $2,770,000 |

**Status of Financial Commitments**

- CDBG: committed
- Developers: committed
- City: committed

**Project Schedule (80 street lights)**

| Milestones | Date |
|---|---|
| Complete Final Design | January 2017 |
| Complete Bidding | March 2017 |
| Construction Start | May 2017 |
| Construction Completion | December 2017 |

**Use of Program Income: N/A**

**Measures of Success**

- Decrease number of crimes in and around the neighborhood
- Decrease number of pedestrian/vehicle accidents throughout neighborhood

## ACTIVITY #4: Small Multi-Family Preservation Program

**Background**

- There is a need to preserve affordable housing per a recent market study
- Many homes inSoNo have been subdivided into apartments and allowed to deteriorate

**Project Description**

- The Norwalk Redevelopment Agency will acquire and rehabilitate 8 homes in the target area and sell them to owner-occupants with incomes at or below 120% of AMI
- Owner-occupants will rent units to tenants at or below 120% of AMI
- Homes to have a 20 year covenant restricting ownership to 120% of AMI or below
- If homes are re-sold to buyers over 120% of AMI, Choice funds must be repaid
- Landlord&homeownership training; down payment assistanceprovided
- Home #1 has been identified; sale negotiated with bank; environmental approvals done

**Administration**

- The CCI project will be administered by the Norwalk Redevelopment Agency
- Technical assistance provided by Jonathan Rose Companies, a national place-based developer

**Project Budget**

| Source of Funds | Use of Funds | Amount |
|---|---|---|
| Choice Neighborhoods | Acquisition & Rehab | $ 875,000 |
| CDBG | Acquisition & Rehab | $ 400,000 |
| Connecticut HFA | Acquisition & Rehab | $ 600,000 |
| State Dept of Housing | Acquisition & Rehab | $1,000,000 |
| TOTAL | | $ 2,875,000 |

**Status of Financial Commitments**

- CDBG - committed
- CT HFA - committed
- State Dept of Housing – application due March 15, 2015

**Project Schedule**

| Milestones | Date |
|---|---|
| Guidelines/ProceduresEstablished | Completed |
| Year 1 Acquire first home | March 2015 |
| Start rehab | July 2015 |
| Complete rehab | January 2016 |
| Sell first home | November 2016 |
| Year 2 (2 homes completed & sold) | November 2017 |
| Year 3 (2 homes completed & sold) | November 2018 |
| Year 4 (2 homes completed & sold) | November 2019 |
| Year 5 (1 home completed & sold) | June 2020 |

**Use of Program Income**

- Excess sales proceeds to be returned to the program or used for other affordable housing initiatives in the Choice Neighborhood

**Measures of Success**

- Number of homeownership units preserved/created
- Number of rental units preserved/created

## ACTIVITY #5: Residental Façade Improvement Grants

**Background**

- There is a relatively low rate of homeownership in SoNo.
- Many homes are deteriorated and blighted

**Project Description**

- Grant up to $25,000 to homeowners with incomes at or below 120% of AMI
- Grant to be used for exterior façade rehab
- If homes are re-sold to buyers over 120% of AMI, Choice funds must be repaid
- A total of 15 grants projected

**Administration**

- The CCI program will be administered by a Grant Committee to be managed by the Neighborhood Coordinator.Funds will be managed by the Norwalk Redevelopment Agency.

**Project Budget**

| Source of Funds | Use of Funds | Amount |
|---|---|---|
| Choice Neighborhoods | Grants to Homeowners | $375,000 |

**Status of Financial Commitments: N/A**

**Project Schedule**

| Milestones | Date |
|---|---|
| Program Guidelines Established | July 2015 |
| Provide First Grant | September 2015 |
| Year 2 (3 grants made & work completed) | September 2016 |
| Year 3 (3 grants made & work completed) | September 2017 |
| Year 4 (4 grants made & work completed) | September 2018 |
| Year 5 (3 grants made & work completed) | September 2019 |

**Use of Program Income**

- Funds provided as a grant; any funds recaptured to be returned to the program or used for other affordable housing initiatives in the Choice Neighborhood.

Measures of Success

- Increase in median sales price by housing type
- Decrease in long-term vacancy rates throughout neighborhood

## ACTIVITY #6: Community Policing Program

**Background**

- The incidence of crime in SoNo is the highest in Norwalk
- The Norwalk Police Department (NPD) offers outreach at its SoNostation, but events are not well attended; residents are reluctant to come into the station
- NPD wants to strengthen its community policing and outreach program

**Project Description**

- NPD will revive its mobile substation program by purchasing a new vehicle to replace the non-functioning one purchased with Weed and Seed funds 15 years ago.
- The mobile substation will host neighborhood meetings, deliver programs, assist homeless, work with neighborhood schools, address individual resident concerns, provide a visible police presence, etc.
- Neighborhood patrols will be dispatched from the mobile substation
- NPD will purchase 5 bicycles to supplement neighborhood patrols
- The mobile substation will be based in SoNo, but available for use by other areas of Norwalk; it is expected to spend 90 % of its time in SoNo.

**Administration**

- The Community Policing Program will be administered by NPD.

**Project Budget**

| Source of Funds | Use of Funds | Amount |
|---|---|---|
| Choice Neighborhoods | Mobile Substation | $80,000 |
| Choice Neighborhoods | Bicycles | $ 5,000 |
| City (Capital Budget) | Mobile Substations | $120,000 |
| TOTAL | | $205,000 |

**Status of Financial Commitments:**

- City Funds: 2016-2017 Capital Budget pending approval

**Project Schedule**

| Milestones | Date |
|---|---|
| Approval of City funds | July 2016 |
| Acquire mobiles substation | October 2016 |
| Acquire bicycles | October 2016 |

**Use of Program Income: N/A**

**Measures of Success**

- Decrease in crime in the target neighborhood
- Increase in number / percentage of residents who feel safe in their homes (collected via resident survey)
- Number of police outreach events

NORWALK re: DEVELOPMENT AGENCY

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

**FROM:** TAMI STRAUSS, DIRECTOR OF COMMUNITY DEVELOPMENT PLANNING

**DATE:** FEBRUARY 19, 2015

**RE:** PY41 CDBG UPDATE, FUNDING PROPOSALS

---

## CONFLICTS OF INTEREST AND THE REVIEW PROCESS

Conflict of Interest exception requests were submitted to HUD. The Agency expects to receive a response from HUD prior to the March 5, 2015 Planning Committee meeting.

## FUNDS AVAILABLE AND FUNDING REQUESTS

On February 12, 2015, HUD notified the Agency that the City's PY41 allocation is $870,316 (it was estimated to be $800,510), bringing the total amount available for funding to $1,676,149.

| Funding Category | Funds Available | Funds Requested | % Gap in Funding |
|---|---|---|---|
| **Public Service activities** | $187,412 | $440,775 | 135% |
| **Public Facility & Housing activities** | $1,258,669 | $1,409,514 | 11% |
| **Planning & Administration activities** | $230,067 | $291,106 | 26% |
| *Total* | *$1,676,149* | *$2,141,395* | *27%* |

## RESPONSE TO FEBRUARY 5, 2015 REQUESTS FOR INFORMATION

- Ownership of 98 South Main Street (South Norwalk Community Center)
  - Attached to this memo is a clarifying email from Corporation Counsel
- Fire Marshall's insight on interior fire doors at the Carver Center
  - Attached to this memo is a clarifying email from Broderick Sawyer, Deputy Fire Marshall
- Progress report on PY40 sub-recipients requesting funding for PY41
  - All PY40 sub-recipients are making strong progress towards accomplishing their target number of beneficiaries and drawing down funds in a timely manner. A detailed progress report on each organization requesting PY41 funding can be provided.

## PUBLIC PARTICIPATION

The 30-day public comment period for the 2015-2019 ConPlan and PY41 Action Plan will run from March 18, 2015 through April 17, 2015. A public hearing will be held on April 2, 2015, at 6pm in City Hall Room 101. The comment period and public hearing will be noticed in *The Hour*, on the City's website and on the Agency's Facebook and LinkedIn pages.

## KEY DATES

- March 5, 2015 – Planning Committee makes preliminary PY41 CDBG funding allocations
- April 2, 2015 – Public Hearing – City Hall room 101 at 6pm, prior to the Planning Committee meeting to receive public comment on the draft 2015-2019 Consolidated Plan and PY41 Annual Action Plan
- May 7, 2015 – The Planning Committee votes to forward the 2015-2019 Consolidated Plan and PY41 Annual Action Plan to the Common Council.
- May 12, 2015 – The Council votes on the 2015-2019 Consolidated Plan and PY41 Annual Action Plan.
- May 15, 2015 – The 2015-2019 Consolidated Plan and PY41 Annual Action Plan are due to HUD.

**REQUESTED ACTION:** Make preliminary PY41 CDBG funding allocations

**Arton, Hunter**

---

**From:** Strauss, Tami
**Sent:** Friday, February 06, 2015 3:19 PM
**To:** DHempstead@stewleonards.com
**Cc:** Arton, Hunter; Sheehan, Timothy
**Subject:** FW: South Norwalk Community Center

Doug,

Please see below from Mario regarding the South Norwalk Community Center's position that they have control over the 2nd floor of the building.

I had a further conversation with Diane Beltz Jacobson who conferred with Mario Coppola. They have determined that the South Norwalk Community Center has the authority to request funds for the interior renovation and roof projects as they are a tenant in common of the building and they are preserving the asset.

The City has no objections to the applications.

Pleas let me know if you'd like further information.

Thanks,
Tami

---

**From:** Coppola, Mario
**Sent:** Friday, February 06, 2015 1:40 PM
**To:** Strauss, Tami
**Cc:** Beltz-Jacobson, Diane; Rilling, Harry
**Subject:** RE: South Norwalk Community Center

Dear Tami,

I am writing in response to the request by the Common Council's Planning Committee to clarify comments made by the South Norwalk Community Center ("SNCC") Executive Director, Kelly Robertson, at last night's meeting. I would appreciate if you could please forward my response to all members and staff of the Planning Committee.

Unfortunately, Ms. Robertson has a fundamental misunderstanding about the ownership status of the building and pending bankruptcy court proceedings; and I would like to clarify these misunderstandings. Most importantly, SNCC has NOT taken over ownership and/or control of the entire subject property at 98 South Main Street. SNCC still has an ownership interest in the subject property as a tenant in common, as it has since August 1987.

Certainly the ownership history of the subject property is complicated and needs to be explained. In August 1987, the City of Norwalk (the "City"), quitclaimed the subject property to the SNCC and the Norwalk Economic Opportunity, Inc. ("NEON"), as tenants in common. The subject property was deeded to SNCC and NEON subject to a reverter clause which states in relevant part:

> "The premises are hereby conveyed to the grantees by the City to insure that these organizations have a facility to carry out the Social Services for which they were organized, it being a condition of this deed that should the said grantees or their successors ever cease to use the

premises solely for said Social Service purposes for the benefit of the citizens of Norwalk, that title in said premises shall then revert to the City of Norwalk."

There also seems to be confusion about the status of the pending Bankruptcy Court proceeding, which needs to be explained. In June 2014, NEON filed a Chapter 7 petition in the Bridgeport Bankruptcy Court. As stated above, a condition of the deed of the subject property was that title in the property shall revert to the City if a grantee or its successor ceases to use the subject property for social service programs that benefit the citizens of Norwalk. NEON filed for bankruptcy and it no longer provides any social service programs. Therefore, it is the City's position that NEON's interest in the subject property should revert back to the City. The Chapter 7 Bankruptcy Trustee ("Bankruptcy Trustee") disagrees with the City's position and claims that the NEON's interest in the subject property is an asset of the bankruptcy estate and, as such, should be sold and the proceeds from said sale should be distributed to the creditors of the bankruptcy estate.

Since the City and Bankruptcy Trustee disagree about the ownership status of the subject property, the City filed a Motion For Relief From Stay and Request For Abandonment, dated October 31, 2014, with the Bridgeport Bankruptcy Court. Pursuant to said motion, the City moved the Bankruptcy Court to issue an order granting the City relief from the automatic stay and abandonment by the Bankruptcy Trustee in order to permit the City to file a declaratory action in the Superior Court to request that the Court declare judgment in its favor, ruling that NEON's ownership interest shall revert back to the City. The Bankruptcy Trustee objected to the City's motion. I am pleased to report that the Bankruptcy Court granted the City's motion on February 3, 2015. Therefore, the City will be filing a declaratory action in the Superior Court to determine the status of NEON's ownership in the subject property.

For about 27 years, SNCC and NEON owned the subject property as tenants in common. It is my understanding that NEON generally paid all of the operating costs for the subject property. When NEON began to have its well documented financial troubles it no longer paid the operating costs at the subject property. At some point, in order to keep the subject property running, SNCC paid the building's operating expenses.

Since title to the subject property is presently in dispute, SNCC has been seeking permission from both the City and Bankruptcy Trustee before making any decisions regarding the vacant space. SNCC has been taking the lead on dealing with issues at the subject property, including the areas of vacant space. However, contrary to Ms. Robertson's statement at last night's meeting, SNCC has **not** taken control of the second floor space that was once occupied by NEON's offices. At this time, any decisions regarding the second floor space are made jointly by SNCC, the City and the Bankruptcy Trustee. For example, SNCC, the City and the Bankruptcy Trustee have been in the process of trying to finalize a short term lease agreement to rent some of the vacant space on a short term basis in order to use those funds generated to pay operating costs.

I hope that the above analysis will clear up some of the confusion that was created by Ms. Robertson's statements at last night's meeting. To date, no decision has been made regarding the ownership status of the subject property since NEON stopped providing social services and declared bankruptcy. Unless the City and Bankruptcy Trustee are able to reach a settlement agreement, the Superior Court will need to decide the ownership status of the subject property as part of the declaratory action that will be filed by the City. In the meantime, City officials are working diligently with SNCC and the Bankruptcy Trustee to ensure that various social service programs continue to operate at the subject property for the benefit of Norwalk residents.

Please do not hesitate to contact me if you have any questions or if I could provide you with any further information.

Regards,

Mario F. Coppola
Corporation Counsel
City of Norwalk
P.O. Box 798
125 East Avenue
Norwalk, CT 06856
Tel: 203-854-7750
Email: mcoppola@norwalkct.org

**From:** Strauss, Tami
**Sent:** Friday, February 06, 2015 9:43 AM
**To:** Coppola, Mario; Beltz-Jacobson, Diane
**Subject:** South Norwalk Community Center

As you may have read on NoN today, there is some confusion as to who is in "control" of the second floor of the South Norwalk Community Center.

http://www.nancyonnorwalk.com/2015/02/surprise-for-norwalk-council-members-sonocc-has-taken-over-neon-building/?utm_source=Main+subscriber+list&utm_campaign=6586ec2dff-RSS_EMAIL_CAMPAIGN&utm_medium=email&utm_term=0_15d6cc306d-6586ec2dff-55622633

Kelly Robertson indicated last night that the South Norwalk Community Center has an agreement with the bankruptcy and the trustee to control the second floor and lease out office space. This came as a major surprise to some of the Committee members.

Ms. Robertson has requested $186,000 of CDBG funds for the remaining work needed at the Center, including replacing the roof.

Councilman Hempstead asked me to confirm the status of the ownership, control structure of the building with your office in order to inform the Committee in their CDBG decision making.

Thanks. Please let me know if you have any questions.

Tami

Tami Strauss
Director of Community Development Planning
Norwalk Redevelopment Agency
125 East Avenue, Room 202
Norwalk, CT 06851
tstrauss@norwalkct.org
(203)854-7810 x46787

## Arton, Hunter

**From:** Sawyer, Broderick
**Sent:** Friday, February 20, 2015 1:30 PM
**To:** Arton, Hunter
**Subject:** Carver Center

Good afternoon,

Per our conversation in regard to interior doors at 7 Academy Street, no violations for interior doors were found during previous inspections by the Fire Marshal's Division.

Broderick I. Sawyer
Deputy Fire Marshal

# THE PLANNING COMMITTEE
# OF THE COMMON COUNCIL

**125 East Avenue**
**P.O. Box 5125**
**Norwalk, CT 06856**

DATE: MARCH 10, 2015

RE: **MEETING NOTICE**

A Special Meeting of the Planning Committee of the Common Council will be held on **Monday, March 16, 2015 at 7:00 PM** in the Community Room at Norwalk City Hall. Please Note the Time and Location.

## PLANNING COMMITTEE OF THE COMMON COUNCIL
## March 16, 2015
## 7:00 PM

**PUBLIC INFORMATION MEETING**

PUBLIC COMMENT ON THE JOINT COMMITTEE'S RECOMMENDATION ON APPROVED LAND USES AND DEVELOPMENT VOLUMES FOR PARCELS 1, 2 AND 4 IN THE REED PUTNAM URBAN RENEWAL PLAN AREA

## PARCELS 1, 2 AND 4 OF THE REED PUTNAM URBAN RENEWAL PLAN

### Recommended Scale and Density of Development (2015)

| Site Area Calculations | FAR | Land Area | | | |
|---|---|---|---|---|---|
| Parcel 1&2 | 2.0 | 448,394 SF | | | |
| Parcel 4 | 2.0 | 123,883 SF | | | |
| TOTAL | 2.0 | 572,227 | | 1,144,454 | |
| | | **572,227** | **Minimum Allowable Development 700,000 SF Plus Parking** | **Maximum Allowable Development 1,144,454 SF Plus Parking** | **Maximum Height 200 FT Minimum Height 60 FT** |

### Currently Approved CMSP

| Overall Project | Units | Area | Parking | Comments |
|---|---|---|---|---|
| Retail | | 125,000 | | |
| Office | | 601,000 | | |
| Residential | 250 | 317,000 | | |
| Hotel | 145 | 101,000 | | |
| Parking Spaces | | | 2,474 | |
| TOTAL | 395 | 1,144,000 | 2,474 | |

### Currently Approved Land Uses and Volumes (2007)

| | |
|---|---|
| Office | 475,000 – 625,000 SF |
| Retail | 75,000 – 125,000 SF |
| Residential | 250 – 350 Units |
| Hotel | 80,000 - 110,000 SF |
| Affordable Housing | 15% of Residential Units |
| Public Cultural | 2-4% |

### Recommended Approved Land Uses and Volumes (2015)

| | |
|---|---|
| Office | 85,000 – 625,000 SF of Class A Office |
| Retail | 75,000 – 750,000 GLA (Definition Attached) 10% Maximum Allocation to Restaurant Uses, Anchors of High Quality |
| Residential | 60 – 350 Units 15% Affordable |
| Hotel | 85,000 - 175,000 SF Minimum 150 Rooms, |

| | With Upscale Facilities |
|---|---|
| **Required**<br><br>Public Realm (Definition Attached) | 5% of Total Development Square Footage, City / Redevelopment Agency Approval Of The Specific Improvements |
| Institutional (Optional not one of mixes of uses on the site) | 5,000 – 25,000 SF |
| Parking **(Not A Use)** | As Required by Zoning |
| **Required**<br><br>Mixed Use | A Minimum of Two Land Uses In Addition to Public Realm Are Required In Any Development |

# 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
NORWALK REDEVELOPMENT AGENCY

FROM: DOUGLAS E. HEMPSTEAD, CHAIRMAN PC
FELIX R. SERRANO, CHAIRMAN NRA

DATE: MARCH 10, 2015

RE: **MEETING NOTICE**

A Special Joint Meeting of the Planning Committee of the Common Council and the Norwalk Redevelopment Agency will be held on **Thursday, March 19, 2015 at 7:00 PM** in the Council Chambers at Norwalk City Hall. Please Note the Time and Location.

## PLANNING COMMITTEE OF THE COMMON COUNCIL
## NORWALK REDEVELOPMENT AGENCY
## March 19, 2015
## 7:00 PM

## A G E N D A

**CALL TO ORDER**

**ROLL CALL**

**PUBLIC PARTICIPATION**

I. VOTE TO ADVANCE TO THE COMMON COUNCIL THE JOINT COMMITTEE'S RECOMMENDATION ON APPROVED LAND USES AND DEVELOPMENT VOLUMES FOR PARCELS 1, 2 AND 4 IN THE REED PUTNAM URBAN RENEWAL PLAN AREA

**ADJOURNMENT**