PARKING AUTHORITY MINUTES

SEPTEMBER 24, 2003

ATTENDANCE: Urban Mulvehill, Chairman; Stephen Bentkover, Troy Jellerette, Luis Garcia

STAFF: Kathryn Hebert, Ed Schmidt (8:00 p.m.)

OTHERS: Robert Cavello, Westview Group, LLC; Michael Kuziak, LAZ Parking, Cornelius Thompson, LAZ Parking

CALL TO ORDER

The Chairman called the meeting to order at 7:35 p.m.

APPROVAL OF MINUTES

August 27, 2003

Correction
Page 1; 2nd paragraph, where it read, A graduate of Syracuse University, **should read, A graduate of New York Tech**
**** MR. BENTKOVER MOVED TO ACCEPT THE MINUTES AS CORRECTED**
**** MOTION PASSED UNANIMOUSLY**

September 10, 2003

**** MR. BENTKOVER MOVED TO ACCEPT THE MINUTES AS CORRECTED**
**** MOTION PASSED WITH THREE VOTES IN FAVOR AND ONE ABSTENTION (MR. JELLERETTE)**

MARITIME GARAGE PROJECT MILESTONES FOR CONSTRUCTION

Mr. Cavello reviewed the status updates list as follows:

No. 1 - Complete and update documents for construction
comment: they are moving forward, but they still need change orders to initiate the contract formerly, but they are proceeding with the work.

No. 3 - Prepare bid packages
Comment: the bid packages remain the same, but Klewin has not closed on the irrigation system and canopies, but this is expected to take place next week.

No. 4 - Obtain Coast Guard Buoy and arrange transfer
As noted in the status column.

No. 5 - Complete residential construction documents for bidding
Comment: the private partners have a contract in place and Pappa John will do the work; Mr. Cavello said he would coordinate with Klewin and Pappa John to discuss the site logistics and where they will store materials and the location of the portable johns.

No. 6 - Complete Maritime Aquarium Ticket office for bidding
Comment: this is taking a lot longer than expected, but it's finally in the hands of Klewin and they have alternate pricing; Klewin will bid out.

Mr. Bentkover asked about the $250k budget. Mr. Cavello said they were hoping that a residual amount of money is left over that could go to the software licensing.

Mr. Bentkover asked what happens if it's not enough. Mr. Cavello said it should be, because that's all the city has allocated; Ms. Hebert concurred with this statement and she added they would discuss it further if it were necessary.

No. 7 - Complete parking ticket operation desk layout. Revenue control equipment.
Comment: the ticket booth design is complete and its now enclosed, it gives the look of being open, but its protected.

Mr. Mulvehill asked if the public would be face-to-face when they are inside. Mr. Cavello replied that the window is laminated glass.

No. 8 - Electrical Service Revisions and emergency lighting
Comment: still negotiating with the contractor on this and they are hoping to bring the number down a little.

No. 9 - Contract for Owners Rep services
As noted in the status column.

No. 10 - Increased GMP
Comment: any remaining contingency would revert back to the city.

Mr. Mulvehill asked if it was true that Klewin was releasing $100k back to the city. Mr. Cavello said yes and they are in the process of preparing the change orders.

Mr. Bentkover asked about the speed bump issue. Mr. Cavello noted there was an e-mail with information on this in the packets; but it was noted they would return to this topic later in the meeting (see below).

No. 11 - Fiber Optics/Service and Interface
Comment: in advance, they put in the fiber optic conduits, eventually, they will get out to the road; he hasn't received a report yet, but they did put in the underground conduits.
· Ms. Hebert said she met with RCC and is expected to receive a report on Thursday morning on the recommendation.

No. 12 - CCTV/Security
As noted in the status column.

No. 13 - Commissioning of the Facility

comment: Mr. Cavello noted the building could be state-of-the-art if they decide to go that way. He also said that they would start having preliminary meetings to discuss the opening of the facility; the first meeting is scheduled for next Monday at 10:00 a.m.

Mr. Cavello reviewed other work as follows:
· The garage work is ongoing, but they still need to do grouting work and patching.
· All the interior masonry work has been essentially completed.
· The lighting work began and it's being put in place and the plumbers are working on the fire system, so all is moving along.
· The site work began yesterday and they closed down Marshall Street and will start putting in the new curbs and sidewalks and then they will move to the south side of Ann Street and then back down to Water Street; he noted a lot of traffic is moving around to cut down on congestion.
· The floor slabs in the garage are complete.
· The caulking work is continuing inside and then they would move to work outside.
· They will complete the elevator within six weeks.
· The garage portion is on schedule per the temporary CO date of November 25, 2003

*The discussion return back to the speed bumps and Mr. Cavello recalled that when Desman visited the last meeting, he heard mention of painting the columns, but the signs are color coded and the tops of the caps are **not** painted.

Mr. Cavello discussed the pay-on-foot system station mix-up and he explained they would have a credit card station at the exit terminal of the gates, but it will not be a stand-alone pay-on-foot system.

Mr. Mulvehill asked if someone parks and has not paid yet, what is done next? Mr. Cavello said they could go about their business and pay at a manned station, i.e., a cashier booth. And for people that forget, they can pay by credit card.

Mr. Mulvehill asked if there would be signage to explain this. Ms. Hebert said this would be discussed at the meeting on Monday.

*Mr. Cavello said the engineer concluded that speed bumps were not needed as outlined in the paragraph of the memo submitted.
Mr. Kuziak added that when they get in to actually begin work, they would look at the operational costs to decide whether or not to put speed bumps in.

Authorize the Chairman of the Parking Authority, Urban S. Mulvehill, to execute an Agreement with Desman Associates to evaluate the Requests for Proposals (RFP's) and contract in connection with the selection of an operator for the management and operations of the citywide parking system, for a sum not to exceed $7,500.
-Account NO. 21 40 95 5258

Ms. Hebert said when she met with the interviewing committee, they agreed to hire Desman to assist with the selection of an operator as well as with the contract process; this was agreed to in July, however, Ms. Hebert did not receive the proposal until recently and therefore it is on the agenda for the Parking Authority to approve.

Mr. Mulvehill asked if she had any idea of the actual amount. Ms. Hebert replied that no invoice had been received yet. Mr. Schmidt noted they really haven't incurred that many hours yet.

Mr. Bentkover asked where the $7,500 came from. Mr. Schmidt said from the Parking Authority's regular budget.

**** MR. GARCIA MOVED TO AUTHORIZE THE CHAIRMAN OF THE PARKING AUTHORITY, URBAN S. MULVEHILL, TO EXECUTE AN AGREEMENT WITH DESMAN ASSOCIATES TO EVALUATE THE REQUESTS FOR PROPOSALS (RFP'S) AND CONTRACT IN CONNECTION WITH THE SELECTION OF AN OPERATOR FOR THE MANAGEMENT AND OPERATIONS OF THE CITYWIDE PARKING SYSTEM, FOR A SUM NOT TO EXCEED $7,500.**
-Account NO. 21 40 95 5258
**** MOTION PASSED UNANIMOUSLY**

Authorize the Chairman of the Parking Authority, to execute an Agreement with LAZ/ACS for the Management and Operation of Public Parking Facilities, Enforcement and Collection Services; Public On-Street and Off-Street Parking within the City of Norwalk for a five (5) year term beginning October 15, 2003 for a sum not to exceed $200,000 management fee (this includes $125,000 to LAZ and $75,000 to ACS) and 10% of net operating income from the parking system over $200,000

-Account No. 214095 5258 - $156,666 (parking division)
404051 5258 - $26,667 (SNRR Station)
404055 5258 - $16,667 (ENRR Station)

Mr. Mulvehill stated there was a fair size group that looked through the proposal, but he was impressed with the last proposal because they didn't focus on raising parking fees, but more, looked at saving money and maximizing use of their personnel instead of sub-contracting out. He said he expected it would be a fair job for Corporation Counsel to draft the agreement, but he felt this would be done in an appropriate manner.

Mr. Schmidt said the proposal was incredibly detailed, but they found the LAZ to be a good fit for the Parking Authority and he also felt it would be a good resource to the city on a consultant basis in working with the Redevelopment Agency; so for varied reason, hey were voted unanimously as the #1 firm of choice.

Mr. Bentkover asked about the three bids submitted and he questioned the fact that LAZ was the only one asking for a percentage of the net income. Ms. Hebert clarified it's 10% of the net operating. Mr. Schmidt further explained it's $200k at 10% of the net income over $200k profit, so the incentive fee doesn't kick in until the Parking Authority sees a profit.

Mr. Schmidt stated that the first year for the parking operation is expected to break even without the taxpayer subsidizing it.

Mr. Bentkover further questioned since they were paying close to $900k for the services, he wondered if this amount was excessive. Mr. Mulvehill responded that perhaps that wasn't a fair question to ask LAZ being that they were a competitor and he clarified that things needed to get rolling before all is evaluated.

Mr. Kuziak further explained that rather than providing a lump sum price, it was their foresight to try to act in a partnership capacity with the city; so that's whey they focused on a fee of $200k, because they thought this would enable open discussion among all again in a partnership relationship, so they based the incentive on the net operating income rather than a gross, thus encouraging more of a partnership entity.

Mr. Mulvehill asked if this would entail 10% rather than raising rates. Mr. Kuziak explained they thought before they started paying an incentive, they wanted to prove themselves, again, in a partnership capacity.

Mr. Schmidt said that both Central and LAZ submitted a proposal on revenue collection, and both proposed something more competitive, but the city has benefited from the competition. He pointed out however, that all LAZ maintenance people wear uniforms during the day, so they also function as security i.e., the eyes and ears, so that's why there was a substantial increase in the security cost.

Mr. Mulvehill reiterated he was impressed by LAZ's proposal.

Mr. Garcia asked how long the contract was for. Ms. Hebert said five (5) years.

Mr. Mulvehill commented that to get in capital equipment to amoritize over time, this leaves a lot of flexibility to approach other things.

Mr. Bentkover asked if LAZ has accessed other garages. Mr. Kuziak replied yes, and he reiterated that it's important to their firm to get their hands in and move forward.

Ms. Hebert noted that the first organizational meeting would be on Friday,September 26, 2003 to establish working relationships.

Mr. Schmidt added it would be important to get LAZ involved with the Maritime Garage especially since its scheduled to open November 25; they need to address issues such as internal signage and other specific to LAZ's work, they also need to figure out the best way to make the transition seamlessly.

Mr. Mulvehill asked if it would be possible to hire people that may be laid off. Mr. Kuziak said yes, an interview process would be conducted, particularly to target those that may be needed that have an expertise in a specific area.

Mr. Schmidt stated the items for the October and November agendas should be prioritized contingent upon the meetings with LAZ. Mr. Mulvehill agreed and he said they should also cover areas that are going well, followed by areas that need more attention. Mr. Kuziak agreed there should be regular open discussion.

Mr. Jellerette asked what size contract this entailed for LAZ. Mr. Kuziak said it was a fairly sizeable contract for them; although they do have accounts that are significantly higher, from a scope standpoint, this project was large.

Mr. Jellerette asked if they handled other cities projects. Mr. Kuziak said yes, they operate in Baltimore but deal more with the management side than the administration side, but they do have contracts of this size that are unique in approach and as comprehensive.

Mr. Bentkover asked if they expect this project would be a learning curve, although they have done similar projects in the past. Mr. Kuziak said yes, there would definitely be a learning curve, but again, they were anxious to get going. Mr. Schmidt added it was expressed that LAZ really wanted the work.

Mr. Bentkover asked if there were contingencies if the job was not done well. Mr. Schmidt said yes, they are always provisions for breach of contract and for poor performance as well.

Mr. Jellerette asked if there were any challenges they would be facing with this project. Mr. Kuziak replied this job was a more comprehensive solution of on and off street, but he felt it's the right approach, and since all would be done under one umbrella, he felt it would be a much more manageable.

Mr. Jellerette asked the timing to do (400) new meters. Mr. Kuziak said the plan for the meters was subject to review, but this wasn't an immediate priority, it's a further out objective.
Mr. Jellerette asked if the cost was built into the contract. Mr. Kuziak said no, it wasn't built into the $200k fee, but it is built into the proposal. Mr. Schmidt added this would be a capital decision made by the committee.

Mr. Schmidt stressed he would like to see the website implemented first where people could buy permits or pay violations over the Internet. It was noted the City of Norwalk's website would be linked to LAZ's website.

Mr. Kuziak gave some ending remarks and stated they were excided about the opportunity and again, the focus is to build a relationship that he hoped to establish on this project, he said he realized it's a big project, but again, they were looking forward to moving ahead.

**** MR. BENTKOVER MOVED TO Authorize the Chairman of the Parking Authority, to execute an Agreement with LAZ/ACS for the Management and Operation of Public Parking Facilities, Enforcement and Collection Services; Public On-Street and Off-Street Parking within the City of Norwalk for a five (5) year term beginning October 15, 2003 for a sum not to exceed $200,000 management fee (this includes $125,000 to LAZ and $75,000 to ACS) and 10% of net operating income from the parking system over $200,000**
-Account No. 214095 5258 - $156,666 (parking division)
404051 5258 - $26,667 (SNRR Station)
404055 5258 - $16,667 (ENRR Station)

**** MOTION PASSED UNANIMOUSLY**

*Mr. Mulvehill noted as an aside, that there would be significant things to do before the contract is actually signed off on.

*A closed discussion followed for approximately 15 minutes.

<u>DISCUSSION - MARITIME GARAGE PROJECT</u>

None.

For Informational Purposes

***status operating budget**

Ms. Hebert distributed the agenda items for Friday's meeting with LAZ.

***parking violation void summary report**

Mr. Mulvehill asked what was happening with the hearings. Ms. Hebert said that since the new policy went into place, there have been more hearings, but the process is once per month and the city attorney's act as the hearing office on a rotating basis.

Ms. Hebert noted she would be setting up meetings with LAZ so she would be contacting the committee persons to discuss any matters with LAZ via phone or otherwise.

Ms. Hebert submitted the revised DPW maintenance report.

Mr. Jellerette asked about the Connecticut Limousine situation. Mr. Mulvehill said the contract was prepared but the location was not drawn in the details, so they are looking to get clarification for the licensing in the internal building. He noted if they were looking to handle the airport limousine contracts, this would be okay, but they would need authorization from the city.

Mr. Jellerette questioned if the buses were coming in and out now. Ms. Hebert replied yes, but the situation isn't recognized as being official yet, because the contract has not been officially signed however it is retroactive to July 1st, 2003.

Regarding the issue of Parking Authority at the South Norwalk Railroad Station, Ms. Hebert noted that a letter from the Corporation Counsel would go to the Mayor for clarification.

ACTION ON ANY ITEM DISCUSSED HEREIN

None.

NEXT PARKING AUTHORITY MEETING

Tuesday, October 21, 2003 - 7:30 p.m., Public Works Conference Room

**** MR. BENTKOVER MADE A MOTION TO ADJOURN**

**** MOTION PASSED UNANIMOUSLY**

The meeting was adjourned at 9:05 p.m.

Respectfully submitted,

Diane Graham
Telesco Secretarial Services