PARKING AUTHORITY MINUTES

MAY 22, 2002

ATTENDANCE: Urban Mulvehill, Chairman; Amy Jimenez; Troy Jellerette; Stephen Bentkover

OTHERS: Ed Schmidt, Assistant to the Mayor

STAFF: Kathryn Hebert, Public Works Department
Jack Burritt, Redevelopment Agency
Jack Miller, Finance Director
Diane Jacobson-Betz, Corporation Counsel
Martin Overton, Public Works Department

CALL TO ORDER

The meeting was called to order at 8 pm.

APPROVAL OF MINUTES FROM APRIL 24, 2002

Mr. Mulvehill asked that future minutes reflect excerpts from the meetings.

The following changes were made the minutes of April 24, 2002:

Page 2 - RFQ Process Every 2-3 Years, replace paragraphs 1 and 2 with the following:

Mr. Mulvehill stated Mr. Schmidt had advised him that the Authority did not have a budget yet but when it did he recommended that they had an auditor separate from the City auditor.

He went on to state that when issues arose that Corporation Counsel could not handle, it might also be advisable for the Authority to have its own attorney.

Mr. Miller questioned why there had to be a separate auditor and urged that the auditor be the same as the one for the City so that everything would be with one component. Mr. Mulvehill asked if there would be one auditor but a separate assignment and Mr. Miller agreed that the audit would be independent but performed by the same auditor. Mr. Miller reiterated that the same auditor was needed otherwise the cost for this service might be duplicated. Ms. Jimenez asked if the Maritime Aquarium and the Board of Education had the same auditor as the City and Mr. Miller replied that they did. Except for NEON, Mr. Miller could not think of any other instance where an entity did not have the same auditor as the City. Mr. Schmidt concurred.

He cited examples of other Authorities that had their own legal counsel. He added that the Chair of those Authorities would refer to that legal counsel for advice.

Ms. Jimenez asked that the issue of an independent auditor and legal counsel be investigated through obtaining a response from other Authorities and from Corporation Counsel.

Page 3 - Third paragraph remove "on how the process would occur" and replace with "as it proceeded". Last sentence, remove "this third party would be looking out for the Authority's best interest" and replace with "the Authority's interests would not necessarily be identical to the City's interests".

Replace fourth paragraph with the following:

Mr. Mulvehill stated that while he understood that the Authority was a separate entity the overall feeling was that this was being run for the City. In view of that fact he questioned the need for separate legal counsel, attorney Jacobson explained that the need stemmed from the fact that there would be two parties involved in the lease, the City being the lessor and the Authority being the lessee. She explained that the independent representation would serve to establish the terms and conditions under which the Authority would assume its role as the operator of the facilities and take responsibility and control over the same. She added that the same thinking applied to bond counsel. Attorney Jacobson remarked that the only other matter for which her office contemplated the need for separate representation was the service agreement including the City as the service provider. She noted that once in operation the Authority would be covered by the insurance coverage of the City and, therefore, Corporation Counsel would represent the Authority in terms of any liability claims, and third parties. She summarized that it was the City's insurance policy, which would provide coverage and, therefore, the City should provide the appropriate legal representation on behalf of the Authority and its members.

Page 4 - Third paragraph - second sentence remove "a third party" and replace with "independent legal representation". Replace third sentence with the following:

She further explained that the Authority's interests would be different from the City's in the context of the lease and service agreements and, therefore, would need counsel for these purposes.

Page 6 - Third paragraph remove first sentence.

Fourth paragraph third sentence add "that in Hartford" after "He added".

Page 9 - Second paragraph third sentence add " to the City" after "tax revenue".

Third paragraph, replace "extraordinary" with "estimated".

**** MR. BENTKOVER MOVED TO ACCEPT THE MINUTES AS CORRECTED.**
**** MS. JIMENEZ SECONDED.**
**** MOTION PASSED UNANIMOUSLY.**

DISCUSSION - SERVICE AGREEMENT

Ms. Jimenez questioned the scope of the service agreement specifically with regards to the transitional period.

Mr. Mulvehill inserted that the fact of the City running these things was not transitional. Mr. Schmidt replied that this could evolve and this was why the agreement was only for one year. This was followed by extensive debate over the language of the agreement including who would have the power to execute agreements on behalf of the Authority and future changes that would need to be made as the Authority evolved. Mr. Mulvehill commented that in his discussion with the Mayor it was his understanding that they were doing what they're currently doing to develop some level of independence and to also enable the bonding to occur. He stated that everything else was to remain as close to as it has been as possible.

The members reviewed each item on the service agreement. Ms. Jacobson-Betz will forward a revised version for further review.

**** MS. JIMENEZ MOVED TO AUTHORIZE MR. MULVEHILL TO EXECUTE AGREEMENTS ON BEHALF OF THE PARKING AUTHORITY.**
**** MR. BENTKOVER SECONDED.**
**** MOTION PASSED UNANIMOUSLY.**

DISCUSSION - RFQ FOR LEGAL SERVICES

Ms. Jacobson-Betz distributed this item for the members' review. Mr. Mulvehill stated that he would continue to work with Ms. Jacobson-Betz on this item.

DISCUSSION - MARITIME GARAGE

Construction Administration (DPW)
Status construction/timeline (DPW)

Mr. Overton gave an update on these items as well as an overview of the role of construction managers. Mr. Overton also stated that 5 RFQ's have been sent and so far four have been received. He stated that he would prefer to compare all five before giving a final report and thus far it does not seem that construction timeline would be compromised.

Draft Feasibility Study (Finance/Redevelopment)
Timeline for the sale of bonds (Finance)

Mr. Burritt presented these items. Mr. Mulvehill stated that this document had the potential to serve two purposes one of which was to address the immediate situation at hand so the Authority could move forward. He also stated that the wealth of information in this study might spawn lots of other areas to discuss as the Authority proceeded. Mr. Bentkover stated that in perusing through this study, there were some things that were not, as his understood them, from the other meetings. He stated that on Page 10 under Garage Operation, there was reference that ticketing for the Maritime Aquarium would be operated by Maritime's own staff, which he stated contradicted with what was previously stated. Mr. Burritt replied that there were two separate ticketing operations in that building. Mr. Bentkover also stated that this document also showed a decrease in paid admissions to the Maritime center and this was not an optimistic outlook. Mr. Burritt replied that this was an area they had talked to the Maritime Aquarium about. Mr. Burritt noted that there was a lot of construction going on in that area in the last twelve months and that the parking situation was in complete disarray. He also stated that the last two years may not have been the best benchmark to gage the Maritime aquarium attendance. Mr. Bentkover stated that in Table 10 revenue projection based on incremental raises in the parking prices seemed predestined in order to accomplish the numbers and he was not sure if these numbers were realistic. Mr. Burritt replied that the consultants used number from the time the garage was first conceived and if these increases were averaged out, it comes out to $1 every five years (20 cents a year).

DISCUSSION - OPERATING BUDGET

Mr. Miller distributed his operating budget and stated that this did not include the South Norwalk parking garage. Mr. Mulvehill stated that he would like to see a budget that shows how much was spent and what it was spent on. Mr. Miller replied that he submit a more detail budget which would incorporate data to qualify the figures.

FOR INFORMATIONAL PURPOSES

Insurance Confirmation

Mr. Mulvehill expressed concern about the language regarding insurance on the May 6, 2002 memo signed by Mayor Knopp. Ms. Jacobson-Betz stated that she would research the insurance/indemnity clause of this document as it pertains to the Authority.

Independent Audit

This item was distributed to the members for their information.

Parking Authority Website

Mr. Mulvehill stated that he would like to see a venue in which the public could express their comments about the parking situation in areas where the Authority have jurisdiction. Ms. Hebert stated that her intention was to develop a web page with the City's Data Processing Department.

Parking Violation Management Agreement

This item was distributed to the members for their information.

International Parking Institute and National Parking Association Websites

This item was distributed to the members for their information.

Other Parking Authority Information/Websites from Hartford, New Haven, Danbury, White Plains

This item was distributed to the members for their information.

ACTION ON ANY DISCUSSION ITEMS LISTED HEREIN.

Mr. Bentkover asked why they could not vote on the feasibility study this evening. Ms. Jimenez stated that she has not had a chance to review this document. The members decided to vote on the feasibility study in June.

**** MS. JIMENEZ MOVED TO ADJOURN THE MEETING.**
**** MR. JELLERETTE SECONDED.**
**** MOTION PASSED UNANIMOUSLY.**

The meeting was adjourned at 10:30 pm.

Respectfully submitted,

Gerda Adonis
Telesco Secretarial Services