

HEALTH, WELFARE AND PUBLIC SAFETY COMMITTEE

MEETING AGENDA

May 24, 2018

7:00 PM

Norwalk Police Department, Conference Room

1 Monroe Street

I. Welcome and Roll Call

II. Approval of April 26, 2018 Minutes

III. Public Participation

IV. New Business

Action Items:

Youth Services

1. Authorize Mayor Harry W. Rilling to sign a renewed Juvenile Review Board (JRB) services agreement between the Town of Westport and the City of Norwalk. Westport will pay Norwalk the sum of \$18,000 for fiscal year 2018-2019, and \$20,000 for fiscal year 2019-2020 for provision of JRB program and support services of up to 15 cases per each fiscal year.
2. Authorize Mayor Harry W. Rilling to sign a new agreement for Juvenile Review Board (JRB) services between the Town of Weston and the City of Norwalk. Weston will pay Norwalk the sum of \$15,000 for fiscal year 2018-2019 for provision of JRB program and support services of up to 12 cases per fiscal year July 1, 2018 to June 30, 2019

Discussion Items:

1. Norwalk Health Department Environmental Health Software

V. Old Business

Discussion Items:

1. Norwalk Police Department Body Camera Program

VI. Adjournment

CITY OF NORWALK
HEALTH, WELFARE, PUBLIC SAFETY COMMITTEE
April 26, 2018

ATTENDANCE: Nick Sacchinelli, Chairman; Barbara Smyth; Doug Stern;
George Tsiranides; Chris Yerinides; Eloisa Melendez

STAFF: Deanna D'Amore, Director of Health; Broderick Sawyer,
Fire Marshal

OTHERS: Mary Oster, Early Childhood Coordinator

I. WELCOME - ROLL CALL

Mr. Sacchinelli called the meeting to order at 7:00 p.m. and stated that the above members were in attendance and there was a quorum present.

**II. PUBLIC HEARING (POSSIBLE ACTION ON): FIRE MARSHAL
LIQUOR LICENSE FEES**

Diane Lauricella

Ms. Lauricella offered some ideas regarding the liquor license process and said that while she appreciates Fire Marshal Sawyer stating that the reason for asking for additional fees for re-inspection is to not make money, she feels at the very least the fee should reflect the true cost of doing that job, and that the taxpayers would appreciate fees being reasonably increased but also reflect the real cost of staff time and that the taxpayer should recover some of the investment they have made in any departments staff through reasonable fees. She also said that she recommends that the committee witness the closure situation of the restaurants around 2:00AM in certain sections of the city, especially on Washington Street in the summer where many police officers are pulled from all over the city to corral into a safe haven, and suggested that liquor license fees for Washington Street could and should be reflective of the extra high cost for the police department.

III. PUBLIC HEARING DISCUSSION

Fire Marshal Sawyer said that he does not think that Washington Street should be singled out because there are other establishments' in the area that have the same issues. He said what they are looking at is occupancy load and egress issues and it is not about policing Washington Street. He said of the 150 inspections that they do at \$50 they would break even if they do not have to go back for a re-inspection and that the idea is to begin to process so that all of the establishments are aware that they only want to have to inspect one time. He said while he appreciates Ms. Lauricella's concerns with the cost of the police but that is a separate issue from the liquor license fees.

Mr. Stern asked how \$50 would be breaking even if the cost of staff is \$65. Fire Marshal Sawyer said that he had used his salary to determine what the highest cost of staff is. Mr. Stern asked if \$65 would be an appropriate base for an inspection. Fire Marshal Sawyer said that in 2016 he had requested that the fee be increased to \$100 and the last committee said that was too much of an increase. Mr. Tsiranides said if we are trying to get the establishments to get the inspection done once and once only and that if it is a cost to the city of \$65 than he agrees that the fee should be \$65. He complimented Fire Marshal Sawyer's office and said that he had observed Fire Inspectors distributing the load occupancy signs today and they were doing a great job. Ms. Smyth said that she also thinks the \$65 annual inspection fee is reasonable with a \$100 re-inspection fee. Mr. Sacchinelli asked Fire Marshal Sawyer if he thinks the \$65 is reasonable. Fire Marshal Sawyer said "yes" until the pay scales change for staff.

**** MR. YERINIDES MOVED TO SUSPEND THE RULES TO SEND THE ITEM TO THE ORDINANCE COMMITTEE FOR A LANGUAGE CHANGE.**

****THE MOTION PASSED UNANIMOUSLY.**

IV. APPROVAL OF MINUTES

March 22, 2018

**** MS. SMYTH MOVED TO APPROVE THE MINUTES FROM THE MEETING OF MARCH 22, 2018 AS SUBMITTED.**

**** THE MOTION PASSED WITH (5) FIVE IN FAVOR AND (1) ONE ABSTENTION (MS. MELENDEZ).**

V. PUBLIC PARTICIPATION

No one from the public commented.

VI. NEW BUSINESS

ACTION ITEMS:

1. Authorize the Mayor, Harry. Rilling, to execute a Sub-Grant Agreement between the City of Norwalk and Odyssey Learning, Inc. to provide for Child Day Care grant funding in the amount of \$714,228.32 for eligible program expenses.
2. Authorize the Mayor, Harry W. Rilling, to execute a Sub-Grant Agreement between the City of Norwalk and Growing Seeds Child Development Center, Inc., LLC to provide for the Child Day Care grant funding in the amount of \$609,385.92 for eligible program expenses.
3. Authorize the Mayor Harry w. Rilling, to execute a Sub-Grant Agreement between the City of Norwalk and Odyssey Learning, Inc. to allocate \$57,035.40 of Child Day Care grand funding for the operation of the 2018 summer child care programming for Head Start Children.
4. Authorize the Mayor, Harry W. Rilling, to execute a Sub-Grant Agreement between the City of Norwalk and Stepping Stones Museum for Children, Inc. to allocate \$57,862 of Child Day Care grand funding for the operation of the 2018 summer child care programming for Head Start Children.

Ms. Oster said that state funding is received for early childhood education and that there are programs in Nathaniel Ely Center and Ben Franklin Center. She provided an overview of the programs and said it is very important for these children to be in some educational program during the summer, and that both Odyssey Learning and Stepping Stones Museum have offered to hold summer programs and that this is the third year this has been done. Mr. Yerinides

asked how many children participate in the program. Ms. Oster said there are 69 children for Nathaniel Ely and 70 children from Ben Franklin, and that they do not enroll additional children and it is only for the children who are in those programs, and it is open to the three and four year olds. She said that they feel that it is important to keep the programs where they are because for a lot of families' transportation is a huge issue and they could not take advantage of a summer program that is not located in the normal location because a lot of the families do walk to the programs. Mr. Tsiranides said that he thinks the program is a great idea and asked if it is both a learning and activities based program. Ms. Oster said "yes" and that they are doing school readiness activities to get them ready for kindergarten but that it is a play based environment. Mr. Tsiranides asked Ms. Oster though her experience if she has noticed a difference in the children that have and have not attended a summer program. Ms. Oster said absolutely and about 15% of children in Norwalk do not attend a pre-school program. Ms. Melendez said she is in full support of the program and those years are so important especially in the summer. Mr. Stern asked if most of the resources are for staffing. Ms. Oster said "yes" and that they pay the same \$2.50 per square foot that everyone else pays in those buildings.

**** MS. MELENDEZ MOVED TO APPROVE ITEMS 1-4.**

**** THE MOTION PASSED UNANIMOUSLY.**

Mr. Sacchinelli requested that Ms. D'Amore contact the Fire and Police Chief and request that the next couple of meeting be held at the fire and police headquarters and as part of the meeting tour the facilities.

VII. ADJOURNMENT

**** MR. YERINDES MOVED TO ADJOURN.**

**** THE MOTION PASSED UNANIMOUSLY.**

The meeting was adjourned at 7:35 p.m.

Respectfully submitted,

Dilene Byrd
Telesco Secretarial Services



Department of Youth Services

5 May, 2018

TO: Members of the Health, Welfare, and Public Safety Committee of the Norwalk Common Council

From: David Walenczyk, Director, Norwalk Department of Youth Services

Subject: Juvenile Review Board (JRB) agreements for services contracts.

Approval is requested for the Mayor to renew our Westport JRB agreement with modifications (fee increase), and to initiate a new agreement for JRB services with the Town of Weston. These agreements subsidize the cost of providing JRB services to Norwalk youth by generating revenue toward this function. Except for terms pertaining to cost and number of cases provided per year the agreements are identical. Looking forward there may be opportunities to procure service regionalization grants as well as the potential (via strong advocacy efforts) for the State of Connecticut to create a unique funding stream to Youth Service Bureaus (YSB's) who operate JRBs. These agreements create a greater opportunity to capture a larger share of those dollars should they come to fruition.

These should be considered as two separate items to be considered for approval as follows:

"Authorize Mayor Harry W. Rilling to sign a renewed Juvenile Review Board (JRB) services agreement between the Town of Westport and the City of Norwalk. Westport will pay Norwalk the sum of \$18,000 for fiscal year 2018-2019, and \$20,000 for fiscal year 2019-2020 for provision of JRB program and support services of up to 15 cases per each fiscal year."

AND

"Authorize Mayor Harry W. Rilling to sign a new agreement for Juvenile Review Board (JRB) services between the Town of Weston and the City of Norwalk. Weston will pay Norwalk the sum of \$15,000 for fiscal year 2018-2019 for provision of JRB program and support services of up to 12 cases per fiscal year July 1, 2018 to June 30, 2019."

Thank you for your consideration of these items. I plan to attend the next HW&PS committee meeting to answer any/all questions relating to these items.

Dave

**AGREEMENT
BY AND BETWEEN
CITY OF NORWALK
AND
TOWN OF WESTPORT
FOR JUVENILE REVIEW BOARD SERVICES**

THIS AGREEMENT entered into on the ____ day of _____, 2018, by and between the **CITY OF NORWALK**, a municipal corporation located in the County of Fairfield and State of Connecticut, acting herein by Harry W. Rilling, its Mayor, duly authorized, hereinafter called "NORWALK," and the **TOWN OF WESTPORT**, a municipal corporation located in the County of Fairfield and State of Connecticut, acting herein by James Marpe, its First Selectman, duly Authorized, hereinafter referred to as "WESTPORT."

W I T N E S S E T H

WHEREAS, Norwalk, operates the Norwalk Juvenile Review Board, which provides a Positive alternative to the juvenile criminal justice system for children and their families, and

WHEREAS, the parties have agreed to terms and conditions pursuant to which NORWALK will make available to WESTPORT and the WESTPORT POLICE DEPARTMENT, its Juvenile Review Board's program and related services for the benefit of Weston youth and their families.

NOW THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. The term of this Agreement shall commence July 1, 2018 and continue until June 30, 2019, unless terminated by either party, as set forth herein. This agreement shall automatically renew each July 1st for the upcoming 12 month period by mutual agreement, unless terms of the agreement are changed, or either party chooses to terminate this agreement. If modified, any change in terms shall be set forth in writing. Either party can also terminate this Agreement at any time for any and no reason,

- by giving fifteen (15) days prior written notice to the other. Such notice shall specify the effective date of termination and be delivered to the addresses listed herein.
2. (A) NORWALK agrees to provide the services of its Juvenile Review Board (hereinafter, "the Board") to perform client intake, assessment, case management, and and other direct services generally offered by the Board under its programs. Such services will be provided for individuals and families, who are residents of WESTPORT, identified and referred by the WESTPORT Police Department from its Family with Service Needs (FWSN) and delinquency cases. NORWALK will dedicate of total of four (4) hours of staff time per week to provide such services for up to twelve (15) cases per year. The respective responsibilities of the parties with regard to the individuals and families referred to NORWALK are outlined in the attached **Exhibit A**. WESTPORT agrees to assist and cooperate with NORWALK for the benefit of the clients referred and the program and services offered.
- (B) NORWALK will also make available to WESTPORT its "intervention" services offered by its Youth Services Department, in accordance with the terms of this Agreement. Such services shall include counseling, youth development, and aggression replacement training programs (also known as "anger management"). A determination of appropriateness of such services and the scope of the services offered in each case will be made on an individual basis by the Norwalk Director of Youth Services.
3. The above services will be made available to WESTPORT based on a schedule approved by The NORWALK Juvenile Review Board and the Director of Norwalk Youth Services.
4. The fees for the above services rendered by NORWALK hereunder shall be a total of **EIGHTEEN THOUSAND DOLLARS (\$18,000.00)** for the full twelve (12) month term July 1, 2018 to June 30, 2019. And, **TWENTY THOUSAND DOLLARS (\$20,000.00)** for the full twelve (12) month term July 1, 2019 to June 30, 2020. The fees may be paid in total or in

two installments with half due at the commencement of this agreement and the other half due in January of the contract year. All fees are non-refundable.

5. All documents and reports, including the intake form, case notes and other related information, generated in connection with NORWALK's services shall be retained in NORWALK and subject to applicable rules of confidentiality.
6. NORWALK shall provide quarterly reports to WESTPORT, setting out the services rendered pursuant to this Agreement. Such report shall include information on the number of cases opened, the types of services rendered, and hours spent related to services rendered on behalf of WESTPORT, including the days and times of performance.
7. WESTPORT agrees to work cooperatively with and to support and assist the role of the Juvenile Review Board hereunder. This includes compliance with any reasonable requests for information or documentation related to clients referred and services performed hereunder. Additionally, WESTPORT shall be responsible for providing to NORWALK's Director of Youth Services any information or documentation reasonably requested in connection with the services to be performed hereunder.
8. NORWALK will accept requests for services from WESTPORT through its Police Department or its designee and will schedule intake and other services according to applicable NORWALK protocols.
9. The parties mutually agree to indemnify, defend and hold harmless each other and their Respective officials, agents, volunteers, representatives and employees, from and against any and all claims, including third party claims, damages, losses, litigation and expenses (including reasonable attorney's fees), arising out of or in connection with this Agreement or the services or programs offered hereunder.

10. The parties understand and acknowledge that with respect to the services to be Performed hereunder by NORWALK, its Juvenile Review Board and Department of Youth Services, shall be considered an independent contractor and not an agent or employee of WESTPORT.
11. All notices of any nature referred to in this Agreement shall be in writing and sent by Registered or certified mail, postage prepaid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

TO NORWALK: David Walenczyk
Director of Youth Services
City Hall
125 East Avenue, P.O. Box 5125
Norwalk, CT 06856-5125

TO WESTPORT: James Marpe, First Selectman
Town Hall
110 Myrtle Avenue
Westport, CT 06883

The parties hereby represent to each other as follows:

That they each have complied with all legal requirements necessary to adopt, execute and deliver this Agreement and to assume the responsibilities and obligations created hereunder; and

That this Agreement is duly executed and delivered by an authorized municipal officer in accordance with such officer's powers and authority and constitutes a valid and binding obligation enforceable in accordance with its terms, conditions and provisions.

IN WITNESS WHEREOF, the Agreement has been executed in four (4) counterparts and
and seals affixed this day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

CITY OF NORWALK, CONNECTICUT

Witness

By: _____

Harry W. Rilling
Its Mayor
Duly Authorized

Date Signed: _____

Witness

Signed, Sealed and Delivered
in the Presence of:

TOWN OF WESPORT, CONNECTICUT

Witness

By: _____

James Marpe
Its First Selectman
Duly Authorized

Date Signed: _____

Witness

**AGREEMENT
BY AND BETWEEN
CITY OF NORWALK
AND
TOWN OF WESTON
FOR JUVENILE REVIEW BOARD SERVICES**

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W I T N E S S E T H

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Town Hall
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Weston, CT 06883

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That they each have complied with all legal requirements necessary to adopt, execute and deliver this Agreement and to assume the responsibilities and obligations created hereunder; and

That this Agreement is duly executed and delivered by an authorized municipal officer in accordance with such officer's powers and authority and constitutes a valid and binding obligation enforceable in accordance with its terms, conditions and provisions.

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in the Presence of:

CITY OF NORWALK, CONNECTICUT

Witness

By: _____

Harry W. Rilling

Its Mayor

Duly Authorized

Date Signed: _____

Witness

Signed, Sealed and Delivered
in the Presence of:

TOWN OF WESTON, CONNECTICUT

Witness

By: _____

Nina Daniel

Its First Selectman

Duly Authorized

Date Signed: _____

Witness



CITY OF NORWALK
Norwalk Department of Health
Department of Information Technology

To: Members of the Health, Welfare and Public Safety Committee

From: Deanna D'Amore, Director of Health
Karen Del Vecchio, Director of IT

Re: Implementation of New Permit/Inspection System for the Health Department.

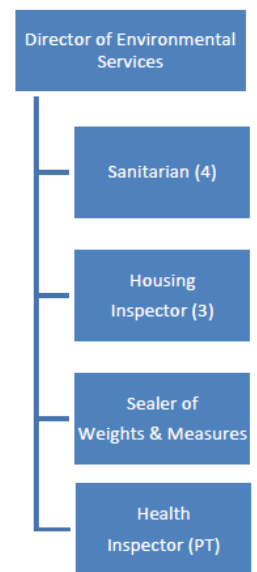
Date: May 21, 2018

About the Environmental Health Division

The Environmental Health Division of the Norwalk Health Department enforces laws and regulations within the Connecticut General Statutes, the Connecticut Public Health Code, and the Code of Ordinances of the City of Norwalk. Environmental Health's responsibilities include inspecting restaurants and food service establishments, residential housing, septic systems, pools, and salons. In addition, the Division investigates food-borne illnesses and complaints, conducts comprehensive lead investigations, monitors recreational and commercial shellfishing areas, provides beach and other water quality monitoring, and offers a weights and measures program.

There are ten staff members who conduct inspections (Figure 1). Staff conducted 3,536 inspections last fiscal year (Table 1) and issued licenses and permits (Table 2). Housing inspectors investigate complaints and issued 423 notices of violations requiring corrective action last year. Fees for environmental services are evaluated on an annual basis and are updated to reflect costs. Approximate revenue for licenses and permits was \$440,000 during the previous fiscal year (Table 3).

Figure 1: Staffing Profile



Opportunity for Improvement

The Department has been keeping electronic environmental health records since the mid-1980s, which currently equates to a database of over 100,000 records. The current system, called Digital, was implemented in 2009. The health department has worked with the developers over several years to customize and implement the system, but the system has not fully functioned as envisioned. Some key issues are described below:

- The reporting functions do not work. We are not able to use data from the system for performance management. Staff have had to rely on the older system FoxPro for data reports and monitoring.
- The field client frequently malfunctioned and was abandoned.
- The licensing feature does not work.

The IT Department and Health Department identified replacing the Digital environmental system as a priority in the 2016 Technology Capital Budget request and the funds were approved and are available to proceed. Different systems were reviewed, but leadership could not find a better alternative at the time. The project was put on an additional hold, waiting for a new Health Director to be hired.

Solution

In 2017, Building Code Enforcement, Zoning, and Conservation upgraded their respective permit management systems to a common platform called “Municipity.” Public Works is currently in the process of upgrading its pavement management system to the Municipity platform and should be complete by the fall of 2018.

The Municipity Health Module has been vetted by the Health Department team and is deemed to meet the requirements for its public health environmental system requirements. In addition, migrating to a common permit/inspection platform provides added benefits such as: streamlining the permitting process through multiple departments, allowing for easier intercity collaboration throughout the review and approval process as well as communicating enforcement findings and actions; MuniCity is a Cloud application - allowing access anywhere anytime for inspectors to enter information immediately; provides permittees the ability to apply online, decreasing the amount of time spent on data input; it is a true GIS-integrated software; and billing would be tied to the Comptroller’s Office.

MuniCity costs were negotiated by CRGOG as part of a regional permit and inspection system and are based on the size of the municipality. The project implementation cost is **\$65,078.00** which includes the software, implementation, mobile licensing for 10 inspectors, training, data conversion from the existing system, interfacing billing and invoicing with the City’s financial system, and the first year of maintenance/support/hosting. There is an additional \$5,966 annual operating cost for the system maintenance and support, however, this is a reduction of \$6,034 over the current system annual operating cost for maintenance and support.

Next Steps

The ITT Committee will review the Health Department’s Municipity module at its June 6, 2018 meeting. If the Committee approves, we will be requesting approval from the Finance Committee of the Common Council. The specific action that will be requested is:

Authorize the Mayor, Harry W. Rilling, to execute an Amendment to the Software License and Service Agreement between the City and Software Consulting Associates for the licensing and services of Municipity Permit System for the Health Department for an amount not to exceed \$65,078.00, account 09160600-5777-C0375 (approved IT Capital project; no special appropriation required) and forward onto the Common Council for further action.

DATA TABLES

Table 1: Inspections

FY 16-17 Inspections	#
Food	1,601
Housing	1,388
Weights & Measures	190
Salons	156
Septic	92
Public Pools	87
Massage Establishments	11
Tanning	7
Wells	4
Total	3,536

Table 2: Licenses/Permits

FY 16-17 Licenses/Permits	#
Food Establishments Licensed	601
Certificates of Apartment Occupancy	598
Tenement Registrations	573
Weights & Measures Certifications	658
Public Pools Licensed	46
Salons Licensed	115
Massage Establishments Licensed	8
Tanning Facilities Licensed	6
Septic Permits	93

Table 3: Revenue

Environmental Health Revenue		
	FY 17-18 YTD	FY 16-17
Food Licenses	\$239,930	\$227,570
Salons	\$29,480	\$29,660
Tenement House Registration	\$28,035	\$31,685
Certificate of Apt Occupancy	\$27,080	\$55,545
Weights & Measures	\$21,955	\$26,390
Temp & Seasonal Food Events	\$12,865	\$14,215
Septic Permits (New & Repair)	\$12,735	\$10,365
Pool Permits	\$12,505	\$13,055
Septic Construction	\$10,620	\$7,030
Lot Test/Site	\$8,440	\$9,610
Rooming House	\$4,455	\$4,440
Massage Establishments	\$990	\$945
Massage Therapists	\$2,525	\$3,360
Food Plan Review	\$1,750	\$3,850
Tattoo	\$1,100	\$1,170
Wells	\$1,020	\$340
Tanning	\$400	\$400
Total	\$415,885	\$439,630