

ALL COMMON COUNCIL ACTIONS TAKEN AT THIS MEETING TO APPROVE EXPENDITURES AND CONTRACTS OR TO ACCEPT BIDS AND OTHER PROPOSALS REQUIRING THE EXPENDITURE OF CITY FUNDS ARE SUBJECT TO THE AVAILABILITY OF FUNDS

I. ROLL CALL

II. ACCEPTANCE OF MINUTES

Regular Meeting: August 28, 2018

III. PUBLIC PARTICIPATION

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS:

APPOINTMENTS:

REAPPOINTMENTS: Danielle Vinci, Arts Commission

MAYOR'S REMARKS:

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

1. Discussion regarding litigation titled, City of Norwalk and City of Norwalk Redevelopment Agency vs. ILSR Owners, LLC and Wall St Opportunity Fund, LLC, which is currently pending in the Stamford-Norwalk Judicial District at Stamford, and discussion regarding the land disposition and development agreement by and between the City of Norwalk, the Redevelopment Agency of the City of Norwalk and POKO-IWSR Developers, LLC, dated November 14, 2007 (as amended), and the conditional agreement by and between the City, the Agency and POKO, dated July 27, 2015 and the loan recognition agreement, by and between POKO-IWSR Developers, LLC, the City of Norwalk, the Redevelopment Agency of the City of Norwalk, Citibank, N.A., State of Connecticut Department of Housing, State of Connecticut Department of Economic and Community Development, National Equity Fund, Inc., MC Credit, LLC, IWSR Owners, LLC and ILSR Owners, LLC, dated November 14, 2007 (as amended).
- EXECUTIVE SESSION**

RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS:

APPOINTMENTS:

REAPPOINTMENTS:

B. CONSENT CALENDAR:

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

B. BOARD OF ESTIMATE AND TAXATION

VII. COMMON COUNCIL COMMITTEES

A. PUBLIC WORKS COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute an Amendment with Deering Construction, Inc. for Project RD2018-1 Concrete Curbs and Sidewalks at Various Locations for a sum not to exceed \$250,000.00.

Account No. 09 19 4021 5777 C0318

2. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Vanasse Hangen Brustlin, Inc. to assist with the review of CTDOT's Traffic Study related to Walk Bridge Projects for an amount not to exceed \$25,000.00.

Account 01 40 30 5258

3. Authorize the Mayor, Harry W. Rilling, to execute the following resolution:

State Project 102-362 Over-Height Vehicle Detection System for Washington Street
Metro North Railroad Bridge No. 3693R

Whereas, the City of Norwalk, CT has conducted a public informational meeting regarding the proposed project, State Project 102-362 Over-height Vehicle Detection System for Washington Street Vehicle Detection System for Washington Street Metro-North Railroad Bridge No. 3693R; AND Whereas, The City of Norwalk, CT has published a legal notice display ad, mailed a news release to multiple officials and agencies, and mailed a formal letter to abutting property owners, announcing the public informational meeting on the proposed project; AND Whereas, the public informational meeting was held on August 22, 2018 at Norwalk City Hall, at which residents and elected officials had the opportunity to voice their concerns; AND Whereas, the Norwalk Common Council has considered the concerns of residents from the public informational meeting and finds that the proposed project is in the best interest of the City of Norwalk, CT and will promote the Health, Safety, and General Welfare

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**AGENDA
7:30 PM EST**

**SEPTEMBER 11, 2018
COUNCIL CHAMBERS**

of its residents and provide for the convenience and safety of the motoring public and pedestrian traffic. The City of Norwalk, CT will continue to address the concerns of the residents and other interested parties as design development of the project proceeds. Now therefore, the City of Norwalk, CT based on the above information, and by virtue of this resolution, hereby fully supports the proposed project. In witness whereof, I have hereunto set my hand and affixed the seal of the City of Norwalk, Connecticut, this _____ Day of _____, 2018.

4. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Traffic Technology Services, Inc. (ITS) at no-cost to the City to share real-time traffic signal information in exchange for autonomous information from connected vehicle applications to improve roadway safety, reduce congestion, and optimize traffic flow.
5. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Connected Signals, Inc. at no-cost to the City to share real-time traffic signal information in exchange for autonomous information from connected vehicle applications to improve roadway safety, reduce congestion, and optimize traffic flow.
6. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Live Traffic Data Traffic at no-cost to the City to share real-time traffic signal information in exchange for autonomous information from connected vehicle applications to improve roadway safety, reduce congestion, and optimize traffic flow.

Technical Correction of Common Council Action of March 13, 2018, Item VII.A.3 to add an account designated for footpath replacement, Account Number 09 18 4021 5777 C0503

- 7a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with The Grasso Companies, LLC for Project PM2018-1 Pavement Management Program for a sum not to exceed \$2,875,598.75.

Account No. 09 17 4021 5777 C0021
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- 7b. Authorize the Director of Public Works to execute orders on the Contract with The Grasso Companies, LLC for Project PM2018-1 Pavement Management Program for a sum not to exceed \$287,559.87.

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8. Authorize the Purchasing Agent to issue a Sole Source Purchase Order to Cargill, Incorporated for Salt, Road Safety for Treated Road Salt for Snow and Ice Control, pricing not to exceed \$82.57 per ton for normal and after-hours deliveries effective for the 2018-19 winter season.

B. PERSONNEL COMMITTEE

1. Approval of and Vote on new Position Descriptions, Ordinances and Financial impact of Proposed Reorganization

C. LAND USE AND BUILDING MANAGEMENT COMMITTEE

- 1a. Authorize the Purchasing Agent to issue a purchase order to Vernier Software and Technology for the purchase of biology and chemistry supplies for Norwalk High School in the amount of \$32,749.00 plus a contingency of \$3,200. Acct. #09195010 5777 C0609
- 1b. Authorize the Purchasing Agent to issue a purchase order to Vernier Software and Technology for the purchase of biology and chemistry supplies for Brien McMahon High School in the amount of \$47,986.40 plus a contingency of \$4,700. Acct. #09195010 5777 C0609
- 2a. Authorize the City's Purchasing Agent to issue a purchase order to Automated Building Systems, Inc. for the Norwalk High School Retro-commissioning Energy Conservation Project in the amount of \$21,478.00. Acct. # 09195010 5777 C0621
- 2b. Authorize the BOE Facilities Director to issue Change Orders on P.O. for a total not to exceed \$2,147.00
- 3a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with J.A. Rosa Construction, LLC for the Norwalk High School Freight Elevator Modernization project for a total not to exceed \$248,182.00. Funds are available in Acct. #09185010 5777 C0610
- 3b. Authorize the NFCC to issue Change Order on Contract for a total not to exceed \$25,000.00
- 4a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Sav-Mor Cooling & Heating, Inc. for the chiller replacement project at the Norwalk Museum for a total not to exceed \$47,489.00. Accts# 0916 7100 5777 C0325 and 0918 7100 5777 C0476.
- 4b. Authorize the Office of Building Management to issue change orders on the contract for a total not to exceed \$4,748.
5. Authorize the Mayor, Harry W. Rilling, to execute a Lease Agreement with New Jerusalem Missionary Baptist Church for the use of 4 Tito Court from August 1, 2018 (retroactive) to July 31, 2019. Lease terms shall be as outlined in Alan Lo's memo dated August 30, 2018.

6. Approve following Resolution to confirm previous and current use of City property located at 194 Richards Avenue:

"Whereas, the City of Norwalk owns approximately ten (10) acres of unimproved land bordering the site of the Norwalk Community College located on Richards Avenue and West Cedar Street (the Subject Property at 194 Richards Avenue, Block 68, Lot 220); and

Whereas, the Subject Property was formerly part of property comprising the site of the John D. McGrath Elementary School (the School Property), a public school operated by the Norwalk Board of Education; and
Whereas, in 1984 the Norwalk Board of Education voted to return the School Property, to the City of Norwalk for the express purpose "of housing the Norwalk Community College"; and

Whereas, in October 1985, the City of Norwalk transferred the School Property to the State of Connecticut while retaining ownership of the Subject Property; and

Whereas the Subject Property remains unimproved land to date.

Therefore, the Common Council of the City of Norwalk hereby affirms that the Subject Property has at no time been developed, used or maintained as a public park and has never been dedicated by the City as such but, rather, is and remains simply unimproved property."

D. PLANNING COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Harriman to conduct a Transit Oriented Development study at the East Norwalk Railroad Station in an amount not to exceed \$125,000, pursuant to a \$125,000 grant received from CT OPM through the 2017 Responsible Growth and Transit Oriented Development program.

VIII. RESOLUTIONS FROM COMMON COUNCIL

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

X. SUSPENSION OF RULES

XI. ADJOURNMENT

REAPPOINTMENTS

ARTS COMMISSION

M/C

Nwtk. Code 17-A

DANIELLE VINCI (R)

Term Expires 7/11/2021

162 Newtown Avenue

Norwalk, CT 06851

ALL COMMON COUNCIL ACTIONS TAKEN AT THIS MEETING TO APPROVE EXPENDITURES AND CONTRACTS OR TO ACCEPT BIDS AND OTHER PROPOSALS REQUIRING THE EXPENDITURE OF CITY FUNDS ARE SUBJECT TO THE AVAILABILITY OF FUNDS

Mayor Rilling called the meeting to order at 7:32 p.m. and led the Assembly in reciting the Pledge of Allegiance. He asked for a moment of silence in memory of Senator John McCain of Arizona.

Ms. King read the notice stating that the meeting was being audio recorded and videotaped with subtitles for public broadcast. She asked everyone to speak clearly, one at a time, into the microphone and said that assisted listening devices were available

I. ROLL CALL

Ms. King called the Roll. The following Common Council members were present:

Council at Large:	Mr. Gregory Burnett Mr. Michael Corsello Ms. Barbara Smyth	Mr. Nicholas Sacchinelli Mr. Douglas Stern
District A:	Ms. Eloisa Melendez	Mr. Chris Yerinides
District B:	Mr. Ernest Dumas	Mr. Travis Simms
District C:	Mr. John Kydes	Ms. Beth Siegelbaum
District D:	Mr. Douglas Hempstead	Mr. George Tsiranides
District E:	Mr. John Igneri	Mr. Thomas Livingston

At Roll Call there were fifteen (15) Common Council members present.

Also present were Mayor Harry Rilling; Corporation Counsel, Mario Coppola and City Clerk, Donna King.

II. ACCEPTANCE OF MINUTES

Regular Meeting: August 14, 2018

**** MR.IGNERI MOVED TO APPROVE THE MINUTES AS PRESENTED
** MOTION PASSED WITH FIVE (5) ABSTENTIONS (MR. STERN; MR.
YERINIDES; MR. SIMMS; MR. TSIRANIDES AND MR. LIVINGSTON)**

III. PUBLIC PARTICIPATION

Public participation comments are not verbatim and represent a summarization of statements unless otherwise noted.

Mr. Diane Lauricella spoke about the purchase of the South Norwalk Community Center building. She expressed concerns She said she believed the City Charter allows the City to have a social service agency. She asked the Common Council to go back to the drawing board and do their due diligence. She said she was not sure who was on this agency's board and if it is viable and if there are meeting minutes.

Ms. Lauricella said it might be better for the City to purchase the building and create a new social services agency. The two entities could not manage their funds toward the end and did not prove themselves able to handle public funds. She asked the Common Council to oppose the vote to purchase the building.

Mayor Rilling noted the City is planning to start a totally new agency.

Mr. Robert Burgess spoke about the purchase of the South Norwalk Community Center building. He said he was in several meetings about the make up of the new board. Mr. Burgess said he wants to make sure one agency is not treated differently from the other. He does not want there to be a double standard for the two agencies. He added that no one should move forward until financial questions are answered.

Mr. John Mosby spoke about the purchase of the South Norwalk Community Center building. He said he was on the Board of Directors of NEON and said he told the Common Council about the problems. He said the community has to be on the Board. Mr. Mosby said he told people about the problems, but then was thrown off the Board.

Mr. Mosby said he wants oversight on the new board. He said if the City opens a new organization the community has to pick who they want, because they are using taxpayer money. If not, he said, he would go to court. Mr. Mosby said he wants the community to have a board. He told the Common Council that they have to show responsibility.

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS: There were none this evening.

APPOINTMENTS: There were none this evening.

REAPPOINTMENTS: There were none this evening.

MAYOR'S REMARKS:

Mayor Rilling noted that Norwalk Public Schools open tomorrow and asked everyone to slow down in school zones and to look out for buses.

On September 9th the 18th Annual United Ride will take place.

The Norwalk Seaport's 41st Oyster Festival will take place from September 7th to September 9th.

Norwalk's 911 Remembrance ceremony will be held on Tuesday, September 11th where the 14 residents who lost their lives on 911 will be remembered.

The Mayor's Golf Tournament will take place on September 24th.

Mayor Rilling wished everyone a happy Labor Day and said it is a day to honor working people across the country.

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS: There were none this evening

APPOINTMENTS: There were none this evening

REAPPOINTMENTS: There were none this evening

B. CONSENT CALENDAR:

**** MR.IGNERI MOVED THE FOLLOWING CONSENT CALENDAR:**

**PERSONNEL COMMITTEE
VII.C.1,**

**HEALTH, WELFARE AND PUBLIC SAFETY COMMITTEE
VII.D.1A, VII.D.1B, VII.D.2, VII.D.3, VII.D.4**

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

B. BOARD OF ESTIMATE AND TAXATION

VII. COMMON COUNCIL COMMITTEES

C. PERSONNEL COMMITTEE

**1. APPROVAL OF AND VOTE ON CANDIDATE FOR COMPTROLLER
– CHITSAMAY LAM.**

D. HEALTH, WELFARE AND PUBLIC SAFETY COMMITTEE

**1A. AUTHORIZE THE MAYOR, HARRY W. RILLING TO EXECUTE
ANY AND ALL AGREEMENTS, DOCUMENTS, INSTRUMENTS AND
AMENDMENTS NECESSARY TO APPLY FOR AND ACCEPT GRANT
FUNDS UNDER THE FY2018 EDWARD BYRNE MEMORIAL JUSTICE
ASSISTANCE GRANT IN THE AMOUNT OF \$36,609.00.**

**1B. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE
ANY AND ALL AGREEMENTS, DOCUMENTS, INSTRUMENTS AND
AMENDMENTS THERETO AS MAY BE NECESSARY TO IMPLEMENT
ALL PROGRAMS THROUGH THE FY 2018 EDWARD BYRNE
MEMORIAL JUSTICE ASSISTANCE GRANT LOCAL SOLICITATION
PURSUANT TO SUCH GRANT FUNDING.**

2. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO OR AMEND CONTRACTUAL INSTRUMENTS IN THE NAME AND ON BEHALF OF THE CITY OF NORWALK WITH THE STATE OF CONNECTICUT OFFICE OF EARLY CHILDHOOD FOR THE PURPOSE OF THE CHILD DAY CARE PROGRAM OPERATED BY THE CONNECTICUT OFFICE OF EARLY CHILDHOOD.

3. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL DOCUMENTS RELATED TO CONTRACT # 18OECCDC01NWK WITH THE STATE OF CONNECTICUT OFFICE OF EARLY CHILDHOOD FOR THE 2018-2020 CHILD DAY CARE PROGRAM TO BE FUNDED BY THE CONNECTICUT OFFICE OF EARLY CHILDHOOD.

4. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE SUBGRANT AGREEMENTS BETWEEN THE CITY OF NORWALK AND I) STEPPING STONES MUSEUM FOR CHILDREN, INC., II) GROWING SEEDS TOO CHILD DEVELOPMENT CENTER, INC. AT BEN FRANKLIN CENTER, III) ODYSSEY LEARNING, INC. AT NATHANIEL ELY CENTER, AND IV) CONNECTICUT INSTITUTE FOR COMMUNITIES, INC., FOR FUNDING, UNDER THE CHILD DAY CARE PROGRAM, FOR THE PROVISION OF CHILD CARE SERVICES IN ACCORDANCE WITH THE OFFICE OF EARLY CHILDHOOD PURCHASE OF SERVICE CONTRACT # 18OECCDC01NWK.

**** MOTION PASSED UNANIMOUSLY**

Ms. Lam was introduced and welcomed by Mayor Rilling.

VII. COMMON COUNCIL COMMITTEES

**** MR. BURNETT MOVED THE FOLLOWING ITEMS:**

A. FINANCE COMMITTEE

1. RESOLUTION: APPROVE SPECIAL CAPITAL APPROPRIATIONS TOTALING \$5.0 MILLION TO INCREASE THE AVAILABLE FUNDS FOR THE FACILITIES MASTER PLAN, PROJECT 09185010-5777-C0610.

2. RESOLUTION: APPROVE THE REDUCTION OF \$5.0 MILLION OF APPROPRIATIONS FOR THE JEFFERSON SCHOOL, PROJECT 09195010 5777-C0618, FROM \$23.902 MILLION TO \$18.902 MILLION.

Mr. Burnett explained the overall net would reduce the present allocation from Jefferson School by \$5 million and re-appropriate \$5 million toward the master plan at Norwalk High School.

Mr. Thomas Hamilton explained that the numbers several months ago showed a \$4 million potential shortfall at both Ponus and Nathan Hale middle schools and then the \$5 million for Norwalk High School. The District is committed to moving forward on the three projects. He said they know Jefferson will be delayed. The \$24 million appropriation was put in before it was needed. That project has to take place in sequence with Ponus Ridge Middle School. The appropriation is needed for Norwalk High School; this is a temporary use of Jefferson funds.

Mr. Hempstead said the deficits need to be addressed. Mr. Hamilton said they have an allocation of \$130 million of local funds that was approved by the Common Council. The District is moving forward with badly needed renovation work at a number of sites in the City. He said the capital needs of the school system are great and the District expects to come back for additional capital approvals that extends beyond the \$130 million.

Mr. Hempstead asked if the \$5 million is beyond the original \$130 million request. Mr. Hamilton said it was determined that the \$6.5 million allocated to Norwalk High School was not sufficient.

Mr. Hempstead said this \$5 million is outside of the scope of the original presentation of the Board of Education. He said he understands cost overruns but has long term concerns.

Mr. Yerinides asked if the \$5 million helps offset the \$12.6 million. Mr. Hamilton said it would help offset that. Mr. Kydes added that he believes the recent state legislation helps offset that. Mr. Hamilton said the legislation, sponsored by Senator Duff provides that the City will get 100% reimbursement up to \$600,000 on the West Rocks Middle School project. Mr. Kydes noted that Norwalk High School is showing its age.

Mr. Hamilton said they expect to complete Jefferson School in 2023-2024. They expect to be back for a funding request at Jefferson School in fy 18/19, because it won't go into design until 2020.

Mr. Hempstead asked for an explanation on the special legislation. Mr. Hamilton said the 100% reimbursement is on a portion of the West Rocks Middle School project related to environmental remediation.

Mr. Alan Lo explained that all reimbursable school projects were done in 2000. He said that the population of Jefferson School will drop when a lot of the kids move to the elementary part of Ponus Middle School. Mr. Hempstead said he was torn.

**** MOTION PASSED UNANIMOUSLY**

**** MR. LIVINGSTON MOVED TO GO INTO EXECUTIVE SESSION AT 8:18 P.M.**

B. LAND USE AND BUILDING MANAGEMENT COMMITTEE

1, AUTHORIZE MAYOR HARRY W. RILLING TO EXECUTE THE PURCHASE AND SALES AGREEMENT WITH SOUTH NORWALK COMMUNITY CENTER, INC. TO PURCHASE A ONE-HALF INTEREST IN THE PROPERTY AT 98 SOUTH MAIN STREET, SOUTH NORWALK, CT. *EXECUTIVE SESSION*

**** MOTION PASSED UNANIMOUSLY**

The public was excused and left the Common Council chambers.

The Common Council members came out of Executive Session at 9:37 p.m. During Executive Session no motions were made and no votes were taken.

**** MR. LIVINGSTON MOVED TO APPROVE THE FOLLOWING ITEM:**

B. LAND USE AND BUILDING MANAGEMENT COMMITTEE

1, AUTHORIZE MAYOR HARRY W. RILLING TO EXECUTE THE PURCHASE AND SALES AGREEMENT WITH SOUTH NORWALK COMMUNITY CENTER, INC. TO PURCHASE A ONE-HALF INTEREST IN THE PROPERTY AT 98 SOUTH MAIN STREET, SOUTH NORWALK, CT.

Mr. Livingston added stipulations. He said the current lease is unattainable and can't work for the City. He noted this is a deteriorating asset and the City can't wait. Mr. Livingston said this is essentially a new entity with a new Board running the operation.

**** MOTION PASSED WITH TWO (2) VOTES IN OPPOSITION (MR. DUMAS AND MR. SIMMS)**

VIII. RESOLUTIONS FROM COMMON COUNCIL

There were none this evening.

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

There were none this evening.

X. SUSPENSION OF RULES

There were none this evening.

XI. ADJOURNMENT

**** MR. HEMPSTEAD MOVED TO ADJOURN**
**** MOTION PASSED UNANIMOUSLY**

There was no further business and the meeting was unanimously adjourned at 9:41 p.m.

ATTEST: _____
Donna King, City Clerk

DANIELLE

VINCI

of

Vinci Artistry

162 Newtown Ave

Norwalk, Ct 06851

203.856.0499

vinciartistry@gmail.com

www.vinciartistry.com

ABOUT ME

Imaginative and successful artist versed in all aspects of art creation, installation and teaching.

SKILLS

CPR/First Aid Certified

Art composition

Facebook Applications

Adobe Suite

Superb attention to detail

Superior organizational skills

Time management

Ceramics

Oil based mediums

Watercolours

Ability to perform under pressure

Traditional fine art skills

Strong design sense

Excellent skills in oral and

written communication

organizing and program

planning

EXPERIENCE

Art Coordinator | 10/2015- Present

Developed lesson plans for students K-12.

Taught fine arts as well as arts and crafts to students K-12.

Developed, organizing and implementing special programs.

Developed and maintained relationships within the community, parents and staff.

Organized events to display student work to parents, teachers and local community.

Created monthly Newsletter for the Housing Authority.

Managed Social Media for the entire program.

Hired and trained new staff, and responsible for their management.

Quarterly reports including objectives, summaries, outcomes, student success stories.

Responsible for all supply ordering for art department.

Managed monthly staff meetings.

Norwalk Arts Commisison (voluntary) | 10/2015-Present

Responsible for any art programs that take place for the city of Norwalk.

Placement of all art throughout city properties from local art participants.

Organized local Art events.

Attend committe meetings monthly.

Select art winners for the Mayor's Gallery for the city hall.

Independent Artist | 01/2015-12/2015

Step by step teaching for group classes.

Booking of locations including venue selection.

Managed Social Media for PaintNite program.

Marketing for all events.

Nanny | 2012-2015

Nannied for families while in college and post graduation.

Before/Afterscool Care Coordinator | 12/2009-2012

Homework help.

Planning and organization of activies.

Parent contact.

EDUCATION

Southern Conneticut State University | 2015

Bachelor of Studio Arts: Painting

Norwalk High School | 2009

High School Diploma

(R)



CITY OF NORWALK
Norwalk City Hall
125 East Avenue, PO Box 5125
Room 225
Norwalk, CT 06856-5125
P: 203-854-7791 / F: 203-857-0143

VII.A

TO: Common Council
FROM: Public Works Committee
RE: September Public Works Committee Meeting
DATE: 9/6/2018

At the September 4, 2018 Public Works Committee Meeting, the Committee had approved the following items and are forwarding them to the Common Council for consideration.

1. Authorize the Mayor, Harry W. Rilling, to execute an Amendment with Deering Construction, Inc. for Project RD2018-1 Concrete Curbs and Sidewalks at Various Locations for a sum not to exceed \$250,000.00

Account No. 09 19 4021 5777 C0318

2. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Vanasse Hangen Brustlin, Inc. to assist with the review of CTDOT's Traffic Study related to Walk Bridge Projects for an amount not to exceed \$25,000.00.

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3. Authorize the Mayor, Harry W. Rilling to execute the following resolution:

State Project 102-362 Over-Height Vehicle Detection System for Washington Street
Metro North Railroad Bridge No. 3693R

Whereas, the City of Norwalk, CT has conducted a public informational meeting regarding the proposed project, State Project 102-362 Over-height Vehicle Detection System for Washington Street Vehicle Detection System for Washington Street Metro-North Railroad Bridge No. 3693R: AND Whereas, The City of Norwalk, CT has published a legal notice display ad, mailed a news release to multiple officials and agencies, and mailed a formal letter to abutting property owners, announcing the public informational meeting on the proposed project; AND Whereas, the public informational meeting was held on August 22, 2018 at Norwalk City Hall, at which residents and elected officials had the opportunity to voice their concerns; AND Whereas, the Norwalk Common Council has considered the concerns of residents from the public informational meeting and finds that the proposed project is in the best interest of the City of Norwalk, CT and will promote the Health, Safety, and General Welfare of its residents and provide for the convenience and safety of the motoring public and pedestrian traffic. The City of Norwalk, CT will continue to address the concerns of the residents and other interested

parties as design development of the project proceeds. Now therefore, the City of Norwalk, CT based on the above information, and by virtue of this resolution, hereby fully supports the proposed project. In witness whereof, I have hereunto set my hand and affixed the seal of the City of Norwalk, Connecticut, this _____ Day of _____, 2018.

4. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Traffic Technology Services, Inc. (ITS) at no-cost to the City to share real-time traffic signal information in exchange for autonomous information from connected vehicle applications to improve roadway safety, reduce congestion, and optimize traffic flow.
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- 7b. Authorize the Director of Public Works to execute orders on the Contract with The Grasso Companies, LLC for Project PM2018-1 Pavement Management Program for a sum not to exceed \$287,559.87.

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8. Authorize the Purchasing Agent to issue a Sole Source Purchase Order to Cargill, Incorporated for Salt, Road Safety for Treated Road Salt for Snow and Ice Control, pricing not to exceed \$82.57 per ton for normal and after-hours deliveries effective for the 2018-19 winter season.



MEMORANDUM

TO: Bruce Chimento, P.E. - Director of Public Works

FROM: Wilber Giron, E.I.T. – Junior Engineer

CC: Elisabeth Burns, P.E. - Principal Engineer
Drew Berndlmaier, P.E. – Senior Civil Engineer
Marizza Diaz – Assistant Civil Engineer

REF: Public Works Committee Agenda Item – Project RD2018-1 Concrete Curbs and Sidewalks at Various Locations

DATE: August 31, 2018

I would like to request that the following items be included on the agenda for the September 4, 2018 Public Works Committee meeting.

1. Authorize the Mayor, Harry W. Rilling, to execute an Amendment with Deering Construction, Inc. for Project RD2018-1 Concrete Curbs and Sidewalks at Various Locations for a sum not to exceed \$ 250,000.00.

Account No. 09 19 4021 5777 C0318

Relating to the Additional Scope of Work:

To include repairs to the curbing and sidewalk on East Wall Street.



September 4, 2018

Elisabeth O. Burns, P.E.,
Principal Engineer
City of Norwalk
Department of Public Works
125 East Avenue
Norwalk, Connecticut 06856

Re: Walk Bridge Project – Traffic Engineering Assistance Request

Dear Ms. Burns,

As requested, we are providing this proposal to assist the City in reviewing the following document related to the Replacement of the Walk Bridge Over Norwalk River Project, State Project No. 0301-0176/180/181:

Extra Work 1A, Technical Memorandum, Traffic Engineering, August 2018

Qualifications

VHB has been the preeminent transportation consultant in the northeast for more than 35 years and has established offices in CT for the last 30 years.

VHB professional transportation engineers have prepared hundreds of traffic studies across New England. VHB's team also includes traffic engineers, traffic modelers, transportation planners and analysts to assist the City in the review of the Technical Memorandum.

This traffic engineering effort will be led by **Joe Balskus, P.E., PTOE**, who has 29 years of experience and conducted dozens of transportation/traffic studies, many in the Norwalk area. He will be supported by a staff of engineers in the Connecticut office.

Background

VHB employs over 1,350 engineers, planners, designers, and environmental scientists in 24 offices along the East Coast, including Wethersfield, Connecticut. Since 1979, VHB has partnered with public- and private-sector clients to provide the best technical skills in each practice area through a seamless, integrated team approach to collaboration. Premier industry publication *Engineering News-Record* ranks the firm #71 of the Top 500 Design Firms nationwide, and VHB is a frequent recipient of project awards for planning, engineering, and environmental excellence. VHB offers a team of engineers who are experienced in all aspects of intersection and signal design, implementation, system integration, the testing and fine-tuning of traffic signal systems, intersection/roundabout/roadway design, and ADA compliance.

Engineers | Scientists | Planners | Designers

100 Great Meadow Road
Wethersfield, Connecticut 06109
P 860.807.4300
F 860.372.4570



Roadway Engineering

VHB designs complex highway and roadway projects ranging in size from the design of multi-lane limited access highways and interchanges to reconstruction of minor arterials, local roads and single intersections. Included in our design services is the complete preparation of contract documents including construction plans, specifications and estimates. VHB's services also include alternative evaluation, construction sequencing and scheduling, traffic management during construction, application preparation, permit preparation, value engineering, contract documents/bidding assistance, quality assurance specifications, and construction administration and inspection services.

Traffic Engineering

VHB has extensive experience in all areas of traffic signal system construction and installation for private, municipal, and state agencies. Services include field evaluation and analysis of systems, design of new, complete signal systems, redesign of signal systems, integration of closed-loop systems, geometric and channelization improvements, signing, and pavement markings as well as experience integrating emergency services, preemption into signal design. VHB professionals have been involved in the design of various traffic signal control hardware and software as well as the design, testing, and inspection of cabinet assemblies and completed systems.

Transportation Planning and Design Services

VHB provides transportation planning services for a wide variety of private and public sector clients in both urban and suburban areas. Projects include identifying multimodal transportation issues associated with various types of transportation projects such as alternative modes analyses; multimodal access; congestion analyses; corridor studies; vehicular/pedestrian conflict studies; transportation impact assessments; and downtown/village parking, circulation, and access studies. VHB offers the ability to develop and combine technical modeling procedures with pragmatic transportation planning and traffic operations applications.

Scope of Work Narrative

Based upon the prior discussions with your office, and an understanding of the needs of the City, we are offering the following initial scope of services which will be finalized with an executed contract:

- Affirming the study area
- Affirming the raw traffic data conversion into the traffic models
- Reviewing the assumptions of diverted traffic
- Confirming the traffic model inputs and results
- Reviewing impacts to all users
- Review any projections
- Review transit routes
- Review haul routes
- Reviewing the recommendations
- Meetings with City and others
- Preparation of review memorandums

Elisabeth O. Burns, P.E.
Principal Engineer
Page 3



- Affirming the study was conducted in accordance with OSTA, MUTCD and acceptable traffic engineering principles
- Technical assistance on questions and requests for information and explanation of traffic study elements

VHB staff is available to provide additional services beyond those listed above if requested by the City.

Fee

VHB will provide the above noted services on an hourly basis in accordance with the attached hourly rate schedule, with an upset limit of \$25,000. VHB will advise the City with monthly progress reports on the status of the budget and upon reaching 85% of the limit, will request it be increased in advance of exceeding the upset limit if requested by the City.

Exclusion

VHB has requested permission from the Connecticut Department of Transportation (CTDOT) to provide these services for this project. VHB is currently contracted with CTDOT and several unrelated projects, however, as the owner of the Walk Bridge is the Department, VHB desires the Departments concurrence on providing these service for the City prior to commencing the services.

Schedule

VHB will work with the City to provide these services as needed and develop a schedule for individual tasks as they develop with the City's review of the document.

Thank you for your consideration of this submittal. If you have any questions or require additional information, please do not hesitate to call me at 203-482-0956 or via email at jbalskus@vhb.com.

Very Truly Yours,

VANASSE HANGEN BRUSTLIN, INC.

A handwritten signature in cursive script that reads "Joseph C. Balskus".

Joseph C. Balskus, P.E., PTOE
Director of Transportation Systems

Enclosures: VHB Hourly Rates

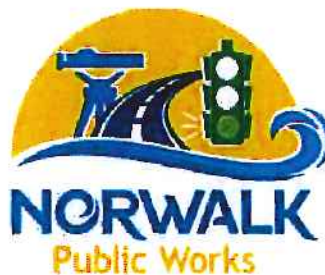


Vanasse Hangen Brustlin, Inc.
HOURLY BILLING RATES

Effective January 29, 2017

<u>BILLING CODE</u>	<u>LABOR CATEGORY</u>	<u>HOURLY RATE</u>
260	Principal 6	\$350
250	Principal 5	\$325
240	Principal 4	\$300
230	Principal 3	\$275
220	Principal 2	\$250
210	Principal 1	\$230
200	Technical/Professional 20	\$230
190	Technical/Professional 19	\$220
180	Technical/Professional 18	\$210
170	Technical/Professional 17	\$200
160	Technical/Professional 16	\$190
150	Technical/Professional 15	\$180
140	Technical/Professional 14	\$170
130	Technical/Professional 13	\$160
120	Technical/Professional 12	\$150
110	Technical/Professional 11	\$140
100	Technical/Professional 10	\$130
090	Technical/Professional 09	\$120
080	Technical/Professional 08	\$110
070	Technical/Professional 07	\$100
060	Technical/Professional 06	\$90
050	Technical/Professional 05	\$80
040	Technical/Professional 04	\$70
030	Technical/Professional 03	\$60
020	Technical/Professional 02	\$50
010	Technical/Professional 01	\$40
350	Technical/Support 5	\$80
340	Technical/Support 4	\$70
330	Technical/Support 3	\$60
320	Technical/Support 2	\$50
310	Technical/Support 1	\$40
500	Court Testimony Starts at	\$300

Reimbursable and sub-consultant expenses are billed at cost plus 10%.



MEMORANDUM

To: Members of the Public Works Committee
Members of the Common Council
From: Michael Yeosock
Re: Over-height Vehicle Detection System
Date: August 31, 2018

Bridge-vehicle collisions have been identified as the third most common failure of bridge failure in the United States. The impact of a bridge-vehicle strikes can have a significant economic and financial impact on an area. These impacts not only include securing the funds necessary to make the required repairs to the structure but also the impact to the municipality and community incurred in clearing the affected vehicle along with the associated delays resulting from restricted roadway and rail usage, etc. This can continue for hours or potentially days until a bridge inspection can be completed and everything is deemed safe.

The Metro-North railroad bridge over the intersection of Washington Street and South Main Street, due to a substandard vertical clearance of 11' 2" over the existing roadway, is one of the bridges in Norwalk that has been the site of numerous bridges strikes and traffic congestion over the years generated by over-height vehicles. Despite the fact that there are several signage on the various approaches to the bridge structure, the bridge strikes have continued. As a result, the City had applied for and received a federal local road accident reduction grant aimed to reduce the number of bridge strikes.

This grant will allow us to install an active warning system consisting of an infra-red over-height vehicle detector and a full-matrix variable message sign. These active systems have been found to be up to 80% effective in reducing the number of bridge strikes. This is far greater than the 10-20% effectiveness of passive systems such as signage or the 30% - 50% effectiveness of sacrificial systems like crash impact beams or hang bars. In addition, sacrificial systems can cost upwards of \$100,000 per approach.

On August 22, 2018, the Department of Public Works held a public informational meeting outlining this project. After taking into consideration all of the comments received at this meeting and any subsequent written comments, the Department suggests that the City move forward with continuing the design of this project. During this design process, the Department will work with the neighborhood, other stakeholders, and the State to design a project that will greatly benefit the area and protect the safety of the public.



MEMORANDUM

To: Members of the Public Works Committee
Members of the Common Council
From: Michael Yeosock
Re: Data Sharing Agreement with TTI, Connected Signals, and Live Traffic Data
Date: August 31, 2018

The Department of Public Works has been approached by the developers of various real-time, predictive traffic signal information systems to partner in sharing traffic signal data. These systems securely and autonomously aggregate real-time traffic signal information from our traffic controller and deliver it to drivers and their vehicles through various applications. These systems allow drivers to make smarter decisions, lower fuel emissions, reduce carbon footprint, and increase safety. These system have been found to improve fuel efficiency by 8-15% and reduce red-light crashes by 25%. In return for sharing our traffic signal data, the developers of these programs will provide the City, at no cost, with various information and programs that can help us improve the efficiency of our traffic signal system.



Authorization for TTS Access to Agency Traffic Signal Data

This is an agreement between the _____ n("Agency") and Traffic Technology Services, Inc. ("TTS"). Both the Agency and TTS are each sometimes referred in the agreement as "Party" and both the Agency and TTS are sometimes referred in this Agreement together as "Parties".

Whereas, TTS is in the business of developing technologies, strategies, and systems for use in maximizing the efficiency of transportation end users and thus the overall capacity of existing transportation networks;

Whereas, Agency collects Real Time Traffic Signal Data and other related data;

Whereas, TTS has a significant business interest to access Real Time Traffic Signal Data as the input into its proprietary and patented processes;

Whereas, these Agency Data may be made available to TTS at minimal or no cost to Agency;

Whereas, these Agency Data are not confidential, nor identify any transportation end user specifically in any manner;

Whereas, TTS desires permission to obtain access to the Real Time Traffic Signal Data for use in conjunction with its business;

Whereas, TTS agrees to provide related inventories, signal performance metrics, and other formatted data products in exchange for access to these Real Time Traffic Signal Data;

Whereas, the Agency agrees to provide TTS with Real Time Traffic Data and to TTS subject to the terms and conditions in this Agreement;

Now therefore, TTS and the Agency agree as follows:

Section 1. Definitions

"Agency Data" means collectively, Real Time Traffic Signal Data, Traffic Signal Timing Plan, and any other data provided to TTS by Agency under this Agreement.

"Real Time Traffic Signal Data" means signal status and states, demand status and states, and other information available from the traffic signal controller or Agency's central signal system or Agency's Advanced Traffic Management System (ATMS).

"Traffic Signal Timing Data" means signal timing plans, as-built intersection design, traffic signal plans, signal control plans, or other documents that identify the time-of-day plans.

"Product" means the data derived from the Real Time Traffic Signal data and Traffic Signal Timing Data, marketed, distributed, and sold as "Personal Signal Assistant" or related products.

Section 2. Authorized Representatives

_____ is designated by Agency as an authorized representative (Agency Agent).

The Chief Executive Officer, Chief Marketing Officer, or Director of Government Accounts are designated by TTS as authorized representatives (TTS Agent).

Section 3. Purpose and Scope

TTS desires access to the Real Time Traffic Signal Data, to include signal status and states, demand status and states, and other information available from traffic signal controller or ATMS. In addition, TTS desires access to time of day signal timing parameters. TTS will use these data in patented, proprietary processes to produce Product for use by TTS customers and other interested parties.

The intended use of the Product is for connected vehicle applications to improve the vehicle performance or efficiency, improve ride comfort for driver or operator and passengers, provide information to the driver or operator, monitor driving behaviors, or apply to automated features. TTS shall limit its customers' applications of the derived Product for applications that do not violate local, state, or federal laws, or uses that will not be used in a manner to encourage undesirable driver behavior for the Agency.

The Product is not permitted for traffic law enforcement.

Section 4. Access of Traffic Signal Timing Data

Agency hereby grants TTS access to Traffic Signal Timing Data. TTS will work with Agency Agent to obtain data in the most efficient and non-intrusive manner from Agency, which may include access to Agency central system or ATMS. TTS will be provided with access to this Traffic Signal Timing Data at no cost, except TTS will be responsible for any costs associated with making the data available.

Section 5. Access of Real Time Traffic Signal Data

Agency hereby grants TTS non-exclusive, non-transferable, non-sublicensable, limited, and royalty free access to obtain and utilize its Real Time Traffic Signal Data. TTS will be provided with access to this Real Time Signal Data at no cost, except TTS will be responsible for any costs associated with making the data available. TTS will be responsible for all vendor costs associated with Agency's ATMS vendor making system modifications to make the Real Time Signal Data available. TTS shall have the right to use the data in any manner it deems appropriate in furtherance of its business purposes, including without limitation providing the derivatives of the data and Product to third parties, subject to the terms of this Agreement. Agency reserves the right to make available the same data for other parties that request access to Agency Data.

Section 6. Ownership of and Rights to Data

The Agency retains all rights to the raw data, or Real Time Traffic Signal Data, being provided to TTS. TTS shall own all rights to Product and any formatted, predictive, or derivative data generated from the raw data.

Section 7. Reporting

TTS shall provide Agency with periodic reports of signal performance metrics, as data become available.

Section 8. Indemnification

TTS will indemnify, defend, save, and hold harmless the Agency and its elected officials, employees, and agents from all claims, including but not limited to claims that arise from or relate to (i) a breach of TTS' representations and warranties, (ii) any personal injury, death or property damage caused by any alleged act, omission, error, fault, mistake or negligence of TTS, its employees, agents, or representatives in connection with or incident to TTS' performance under or related to this Agreement, and (iii) the infringement of any patent, copyright, trademark, trade secret or other proprietary right of any third party by TTS' use of the Agency Data provided under this Agreement.

Section 9. Representations and Warranties

Agency makes no warranties concerning the quality or accuracy of the data provided under this Agreement. Agency does not warrant it will be able to continuously provide the data without interruption and expressly reserves the right to discontinue the data stream at any time. Notwithstanding anything to the contrary herein, Agency reserves the right to immediately discontinue the Agency Data stream without notice and at Agency discretion upon evidence of tampering or other unauthorized interference with the Agency Data. Except as expressly provided for herein, Agency makes no other representations or warranties.

Section 10. Limitation of Liability

Nothing in this Agreement excludes or limits either Party's liability for: (a) fraud or fraudulent misrepresentation; (b) breach of confidentiality; (c) indemnification obligations under Section 8(ii) or Section 8(iii) above; (d) claims for personal injury, including death, or damage to real property or tangible personal property arising from the negligence, reckless conduct or intentional acts of a Party, its officers, employees or agents; or (e) matters that cannot be excluded or limited under applicable law.

Section 11. Term

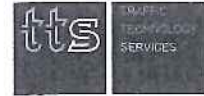
Unless terminated earlier in accordance with Section 12, this Agreement will begin on the latest date of the authorized agent signature (the "Effective Date") and continue for one (1) year (the "Initial Term"). This Agreement will automatically renew on the anniversary of the Effective Date for successive one (1) year periods unless either party provides written notice of non-renewal at least thirty (30) days before the end of the then-current term (collectively, "Renewal Terms"). The "Term" will consist of the Initial Term and all Renewal Terms, if any.

Section 12. Termination

Each Party shall have the right to terminate this Agreement by providing written notice to the other Party within thirty (30) days, unless identified otherwise in this Agreement.

Section 13. Data Destruction

Upon termination of this Agreement, TTS shall destroy all raw data whatever form or medium, including all copies thereof. TTS shall destroy the data no later than thirty (30) days following termination of this Agreement.



Section 14. Notices

Absent notice to the contrary in writing, all communications to TTS shall be sent to:

Traffic Technology Services, Inc.
Attn: Contracts & Agreements
17933 NW Evergreen Pkwy, Suite 240
Beaverton, OR 97006

or email: suppliers@trafficechserivces.com

Absent notice to the contrary in writing, all communications to the Agency shall be sent to:

or at any other address as any Party may, from time to time, designate by notice given in compliance with this Section.

Section 15. Assignment

Neither Party shall assign, transfer, subcontract, or delegate all or any part of this Agreement, or any interest therein, without the other Party's prior written consent, which shall not be unreasonably withheld.

Section 16. Agreement Binding

This Agreement shall be binding upon the successors of Agency Agent, TTS Agent, TTS, or Agency and assigns of the Parties hereto.

Section 17. Personal Liability

Nothing in this Agreement may be construed to create any personal liability on the part of any officer or agent of either Party to this Agreement.

Section 18. Choice of Law

This Agreement shall be governed in all respects by and construed under the laws of the State in which Agency resides as such laws are applied to agreements between residents of that State entered into and to be performed entirely within that State.

Section 19. Choice of Forum

The Parties agree to institute any litigation concerning the enforcement or interpretation of the Agreement in the courts of jurisdiction for the Agency, unless the claim must be brought in a federal forum, in which case it must be brought and adjudicated exclusively within the United States District Court for the District of Oregon. TTS hereby consents to the personal jurisdiction of these courts, waives any objection to venue in these courts, and waives any claim that either of these courts is an inconvenient forum. In no way may this section or any other term of this Agreement be construed as a waiver by the Agency of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States, or otherwise, from any Claim or from the jurisdiction of any court.

Section 20. Waiver

Any waiver of any breach of any condition or covenant herein contained to be kept and performed by either Party shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent the non-breaching Party from declaring a default for any succeeding breach, either of the same condition or covenant or otherwise.

Section 21. Severability

If any term (or part of a term) of this Agreement is invalid, illegal, or unenforceable, the rest of the Agreement will remain in effect.

Section 22. Interpretation of the Agreement

The Parties acknowledge that each of the Parties have participated in the drafting of this Agreement. No Party shall be considered to be the drafter of this Agreement for the purposes of interpretation.

Section 23. Parties in Interest

Nothing herein shall be construed to be to the benefit of any third party, nor is it intended that any provision shall be for the benefit of any third party.

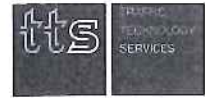
Section 24. Force Majeure

Neither Party will be liable for failure or delay in performance to the extent caused by circumstances beyond reasonable control.

Section 25. Entire Agreement

This Agreement constitutes the entire agreement between the Parties. This Agreement supersedes all proposals and oral and written agreements between the Parties on this subject. No modifications, alterations, changes, or waiver to this Agreement or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both Parties.

The remainder of this page intentionally left blank.



IN WITNESS OF THIS, the Parties hereby execute this Agreement through their authorized representatives.

AGENCY

TTS

Authorized Signature Date

Authorized Signature Date

Printed Name

Printed Name

Title

Title

Approved By:

Manager/Administrator

Public Works Director

Legal

This **TRAFFIC SIGNALS DATA APPLICATION** agreement, made and entered into the _____ day of _____, 2016 (the "Agreement"), by and between Connected signals, Inc., a Delaware corporation (hereinafter "CONNECTED SIGNALS") and _____ (hereinafter "AGENCY"). CONNECTED SIGNALS and AGENCY are sometimes referred to herein each individually as a "Party" or collectively as the "Parties."

RECITALS:

WHEREAS, CONNECTED SIGNALS has developed an application (the "Application") that provides real-time traffic signal and travel routing information to vehicles for drivers; and

WHEREAS, CONNECTED SIGNALS is willing to deploy the Application in _____ (the "Location") provided Transportation Department of AGENCY (the "TD"), makes the real-time traffic-signal operational data (the "Data") described hereto available to CONNECTED SIGNALS; and

WHEREAS, AGENCY desires that the Application be deployed in the Location and is willing to make the Data available to CONNECTED SIGNALS in accordance with the terms of this Agreement.

WHEREAS, the services of AGENCY may be of benefit to CONNECTED SIGNALS and to the people of the Location; and

WHEREAS, the Parties are willing and able to perform the services described herein.

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants herein contained, it is agreed as follows:

AGREEMENT

ARTICLE I – AGENCY AGREES

1. AGENCY shall provide the Data to CONNECTED SIGNALS without cost as a data stream (the "Data Stream") of the most current traffic signal timing data information available on the existing traffic signal system. CONNECTED SIGNALS will extract the information it needs from the Data Stream via secure one-way communication with AGENCY.
 - 1.1 AGENCY provides a limited, non-exclusive, non-transferrable, royalty-free, fully revocable, worldwide license to use, copy, store, modify (including standardize, optimize, crop or otherwise reformat for distribution (only with AGENCY's prior written consent, which consent shall not be unreasonably withheld), broadcast, perform and display (publicly or otherwise) the Data to CONNECTED SIGNALS solely as part of CONNECTED SIGNALS Authorized Use ("Data License").
 - 1.2 CONNECTED SIGNALS may only use the Data pursuant to the terms and restrictions set forth herein and only in connection with the Application and Studies ("Authorized Use").

2. AGENCY at its sole discretion reserves its right to terminate the Data Stream at any time and for any reason without notice.
3. The Data Stream provided for each traffic signal includes but is not limited to:
 - A. Identification: the intersection id number and intersection name;
 - B. Timing: time of the last update, and seconds into the current timing plan;
 - C. Status: on-line/off-line state, current timing plan, and operational mode (e.g., free-run, flashing, transit override);
 - D. Phase: current green, yellow, overlays, and pedestrian phases; and
 - E. Call information: vehicle calls and pedestrian calls.

ARTICLE II – CONNECTED SIGNALS AGREES

4. CONNECTED SIGNALS shall extract the traffic signal timing Data information from the Data Stream via secure one-way communication with AGENCY.
5. CONNECTED SIGNALS acknowledges that AGENCY makes no warranty as to the accuracy and timeliness of the Data Stream or that the Data Stream will operate continuously and unimpaired.
6. CONNECTED SIGNALS will use the Data to develop, deploy, and maintain the Application. In addition, CONNECTED SIGNALS may use the Data and data collected from users of the Application in the Location to develop location, corridor, or other studies (the “Studies”) that will anonymize the identities of users of the Application and be sold by CONNECTED SIGNALS to third parties.
7. CONNECTED SIGNALS shall not: (a) use the Data for any purpose other than as set forth in this Agreement, (b) use AGENCY’s name or logo to market or promote the Application other than in describing the Location covered by the Application without AGENCY’s explicit written permission, or (c) market or promote the Application as being sponsored, endorsed, or funded in any manner by AGENCY.
8. CONNECTED SIGNALS shall provide the Application and raw data used in the Studies to AGENCY and local agency traffic departments.
9. CONNECTED SIGNALS shall pay for any TD operating expenses due to the Data Stream connecting equipment, if required.
10. CONNECTED SIGNALS shall set up any necessary equipment at the TD Traffic Management Center (TMC) in order to obtain the Data Stream. CONNECTED SIGNALS is exclusively responsible for any costs related to the purchase and installation of said equipment. TD personnel have the exclusive right to determine at what location within the TMC CONNECTED SIGNALS equipment may be placed, and reserve the right to inspect the installation of all CONNECTED SIGNALS equipment. TD must approve of all equipment installed in TMC. Under no circumstances will the placement and installation of said equipment interfere with TMC’s equipment or the activities of TMC personnel. The service, maintenance, and upkeep of any and all of CONNECTED SIGNALS installed equipment, is exclusively the responsibility of CONNECTED SIGNALS. TD personnel must be given at least two working days’ advance written notice of any maintenance or repair visits of

CONNECTED SIGNALS, its employees, agents, or representatives. Said visits must be scheduled at such times and in such a manner so as to not interrupt or otherwise obstruct TMC operations. CONNECTED SIGNALS assumes any and all liability for the cost of any damage to the TD system caused in any manner by the installation of the CONNECTED SIGNALS equipment or by the equipment once installed.

11. CONNECTED SIGNALS warrants that (i) the Application is an original work of authorship of CONNECTED SIGNALS and is free and clear of any and all liens, claims, or rights of any type whatsoever, and (ii) the use of the Application will not infringe upon the rights of copyright, patent, design trademark, trade dress or other intellectual property rights of any other person or entity. CONNECTED SIGNALS hereby agrees to obtain a written release or assignment from any person or entity required to make CONNECTED SIGNALS representations and warranties hereunder true, complete and correct in all respects. CONNECTED SIGNALS hereby agrees to indemnify, defend and hold harmless AGENCY from and against all claims, demands, suits, liabilities, obligations and expenses (including attorneys' fees) of whatsoever kind or nature arising out of or connected with an alleged infringement of any rights of others rights of copyright, patent, design trademark, trade dress or other intellectual property rights of any other person or entity directly related to the use of the Application.
12. CONNECTED SIGNALS shall (a) maintain appropriate technical, organizational and physical measures to protect the Data that it collects, accesses, processes or receives from AGENCY under the terms of this Agreement against unauthorized or unlawful transfer, processing or alteration and against accidental access, loss, damage, processing, use, transfer or destruction; (b) take, and hereby represents and warrants that it has taken, all steps to ensure the reliability and security of systems operated by or on behalf of AGENCY; (c) immediately notify AGENCY of any (i) breach or suspected breach of the security of any such systems that may have resulted in the compromise of the Data, or (ii) other unauthorized access to or use of (whether electronically or physically) the Data (or CONNECTED SIGNALS' reasonable belief that such access or use may have occurred), and without limiting AGENCY's rights with respect thereto, cooperate with AGENCY, with respect to any such breach or unauthorized access or use; and (d) act only on AGENCY's instructions in relation to the collection, accessing, processing, use, disclosure, transfer or destruction of any data that AGENCY provides to or CONNECTED SIGNALS gathers on AGENCY's behalf.

ARTICLE III - IT IS MUTUALLY AGREED

13. **Termination.** Either Party may terminate this Agreement by providing at least 30 days' prior written notice, except that AGENCY may terminate this Agreement immediately if AGENCY's network is compromised or impaired as a result of CONNECTED SIGNALS extraction of information from the Data Stream. Unless the Parties mutually agree to extend the term of this Agreement in writing, the Agreement will terminate on

13.1 The Parties acknowledge and agree that neither Party will be entitled to damages or other remedy solely by virtue of the other Party's termination of the Agreement.

14. **Indemnification.** CONNECTED SIGNALS shall indemnify, defend, and hold AGENCY harmless from and against all claims, actions, liabilities, and costs, including reasonable

attorney fees, arising out of or in any way related to the acts, errors, or omissions of CONNECTED SIGNALS or its subcontractors, agents, and employees, including, but not limited to, any and all claims of injury to property or person that may arise as a result of the Application. If AGENCY intends to seek indemnification with respect to a claim made by any third party (a "Third Party Claim"), it shall promptly notify CONNECTED SIGNALS in writing of the Third Party Claim and CONNECTED SIGNALS shall have the right to assume the defense of such Third Party Claim with counsel reasonably satisfactory to AGENCY. In any such proceeding the defense of which CONNECTED SIGNALS shall have so assumed, AGENCY shall have the right to participate therein and retain its own counsel at its own expense. AGENCY shall cooperate in all reasonable respects with CONNECTED SIGNALS in connection with any Third Party Claim and the defense or compromise thereof.

15. Assignment. CONNECTED SIGNALS shall not assign this Agreement, in whole or in part, or any right or obligation hereunder, without AGENCY's prior written approval, which approval shall not be unreasonably withheld or delayed. A change in ownership of CONNECTED SIGNALS resulting from a voluntary transfer of stock, or a transfer of stock upon death or disability of any owner, shall not constitute an assignment.

16. Compliance with Laws. CONNECTED SIGNALS shall comply with all applicable Federal, state and local laws, rules, ordinances, and regulations at all times.

17. Ownership of Application and Studies. AGENCY acknowledges and agrees that CONNECTED SIGNALS is the sole owner of, and that AGENCY shall have no ownership or other interest in, the Application or the Studies.

18. Dispute Resolution.

18.1 Continued Performance. Unless the Agreement is terminated, neither Party shall suspend performance of its obligations hereunder pending the resolution of a dispute.

18.2 Negotiation/Mediation. The Parties shall attempt to resolve all disputes by negotiation and voluntary mediation. The Parties shall share equally in all common costs of mediation.

18.3 Construction of Agreement. This Agreement shall not be construed against either Party regardless of which Party drafted it. Other than as modified by written agreement, the applicable rules of contract construction and evidence shall apply. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflict of laws.

18.4 No Waiver. Nothing in this Agreement shall be construed as a waiver by AGENCY of any form of defense or immunity, whether sovereign immunity, governmental immunity, or otherwise.

18.5 Governing Law; Forum. The Agreement will be governed by the laws of Oregon and its choice of law rules. Both Parties irrevocably consent to the exclusive personal jurisdiction and venue of the federal and state courts located in Lane County, Oregon, with respect to any dispute arising out of or in connection with the Agreement, and agree not to commence or prosecute any action or proceeding

arising out of or in connection with the Agreement other than in the aforementioned courts.

- 18.6 Legal Fees.** In any lawsuit between the parties with respect to the matters covered by the Agreement, the prevailing party will be entitled to receive its reasonable attorney's fees and costs incurred in the lawsuit, in addition to any other relief it may be awarded.
- 18.7 Amendments.** This Agreement, together with the attachments and/or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties hereto.
- 19. Survival.** Any duty, liability, or obligation of a Party which arises under this Agreement, including without limitation, obligations with respect to indemnification, shall survive the termination or expiration of this Agreement and shall be legally enforceable until satisfied by performance or payment, or until enforcement is legally precluded by lapse of time.
- 20. No Third-Party Beneficiaries.** There are no third-party beneficiaries of this Agreement. The Parties agree and intend that this Agreement shall be enforceable only by the Parties and their duly authorized representatives. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.
- 21. Insurance and Risk of Loss.** CONNECTED SIGNALS shall maintain insurance that is sufficient to protect CONNECTED SIGNALS' business against all applicable risks. CONNECTED SIGNALS will cause AGENCY to be named as additional insured on the policy required under the Agreement and shall cause its insurance to be primary to any insurance carried by the indemnified parties. CONNECTED SIGNALS will provide AGENCY with certificates of insurance and other supporting materials as AGENCY reasonably may request to evidence CONNECTED SIGNALS's continuing compliance with this Section. CONNECTED SIGNALS will be liable for all loss or damage, other than ordinary wear and tear, to AGENCY's property in the CONNECTED SIGNALS possession or control that is caused by CONNECTED SIGNALS. In the event of any such loss or damage, CONNECTED SIGNALS will pay AGENCY the full current replacement cost of such equipment or property within thirty (30) days after its loss or damage.
- 22. Independent Contractor.** CONNECTED SIGNALS shall be and act as an Independent Contractor (and not as the employee, agent, or representative of AGENCY) in the performance of the Services for the AGENCY. The Agreement shall not be interpreted or construed as creating or evidencing an association, joint venture, partnership or franchise relationship among the parties or as imposing any partnership, franchise, obligation, or liability on any party.

23. Notices. This Agreement and other documents may be open to public inspection and copying. The Parties will have the duty to disclose unless a particular record is deemed confidential by law or a common law balancing of interests. Each Party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that Party to the extent that such information is confidential by law or otherwise required by this Agreement. The Parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the services set forth herein.

Any notice permitted or required by the Agreement shall be in writing and be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, and with return receipt requested, to the persons and addresses shown below. In addition, if directions for telephonic transmission ("FAX") are set forth below, notices may be delivered by FAX, and if directions for email transmission ("Email") are set forth below, notices may be delivered by Email. Notices sent by certified mail will be deemed delivered three business days after placement in the mail and notices sent by FAX or Email will be deemed delivered when successful transmission is confirmed.

FOR CONNECTED SIGNALS: Matthew Ginsberg
Connected Signals, Inc.
355 Goodpasture Island Road, Suite 200
Eugene, OR 97401
Email: mginsberg@connectedsignals.com

FOR AGENCY:

Phone:

With a copy to:

Phone:

E-mail:

Each Party shall notify the other of any change in the name, address, FAX, or Email instructions to be used for delivery of notices.

This Agreement constitutes the entire agreement of the Parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

AGENCY

CONNECTED SIGNALS, INC.

Matthew Ginsberg
CEO

Approved as to Form:

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Authorization for Live Traffic Data Access to City of Norwalk, CT Traffic Signal Data

This is an agreement between the City of Norwalk, CT ("Agency") and Live Traffic Data Corp. ("LTD"). Both the Agency and LTD are each sometimes referred in the agreement as "Party" and both the Agency and LTD are sometimes referred in this Agreement together as "Parties".

Whereas, LTD is in the business of developing technologies, strategies, and systems for use in maximizing the efficiency of transportation end users and thus the overall capacity of existing transportation networks;

Whereas, Agency collects Real Time Traffic Signal Data and other related data;

Whereas, LTD has a significant business interest to access Real Time Traffic Signal Data as the input into its proprietary and patented processes;

Whereas, these Agency Data may be made available to LTD at minimal or no cost to Agency;

Whereas, these Agency Data are not confidential, nor identify any transportation end user specifically in any manner;

Whereas, LTD desires permission to obtain access to the Real Time Traffic Signal Data for use in conjunction with its business;

Whereas, LTD agrees to provide related inventories, signal performance metrics, and other formatted data products in exchange for access to these Real Time Traffic Signal Data;

Whereas, the Agency agrees to provide Real Time Traffic Data to LTD subject to the terms and conditions in this Agreement;

Now therefore, LTD and the Agency agree as follows:

Section 1. Definitions

"Agency Data" means collectively, Real Time Traffic Signal Data, Traffic Signal Timing Plan, and any other data provided to LTD by Agency under this Agreement.

"Real Time Traffic Signal Data" means signal status and states, demand status and states, and other information available from the traffic signal controller or Agency's central signal system or Agency's Advanced Traffic Management System (ATMS).

"Traffic Signal Timing Data" means signal timing plans, as-built intersection design, traffic signal plans, signal control plans, or other documents that identify the time-of-day plans to the extent that they are readily available.

"Product" means the data derived from the Real Time Traffic Signal and Vehicle Detection Data and Traffic Signal Timing Data, marketed, distributed, and sold for connected vehicle or related applications.

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Section 2. Authorized Representatives

The Traffic Engineering Supervisor for Traffic Signals/ITS is designated by Agency as an authorized representative (Agency Agent).

The Chief Executive Officer Mark Holzwanger or Chief Technology Officer Heng Hu are designated by LTD as authorized representatives (LTD Agent).

Section 3. Purpose and Scope

LTD desires access to the Real Time Traffic Signal and Vehicle Detection Data, to include signal status and states, demand status and states, and other information available from traffic signal controller or ATMS. In addition, LTD desires access to time of day signal timing parameters. LTD will use these data in patented, proprietary processes to produce Product for use by LTD customers and other interested parties.

The intended use of the Product is to provide Agency with access to LTD's patented automated signal performance metrics at no charge to Agency, which allows Agency to monitor and analyze the traffic signal performance in both real-time and historical fashion. The Product also supports connected vehicle applications to improve the vehicle performance or efficiency, improve ride comfort for driver or operator and passengers, provide information to the driver or operator, monitor driving behaviors, or apply to automated features. LTD shall limit its customers' applications of the derived Product for applications that do not violate local, state, or federal laws, or uses that will not be used in a manner to encourage undesirable driver behavior for the Agency.

LTD will not: (a) use Agency Data for any purpose other than as set forth in this Agreement, (b) use Agency's name or logo to market or promote the Product other than in describing the location covered by the Product without Agency's explicit written permission, or (c) market or promote the Product as being sponsored, endorsed, or funded in any manner by Agency.

Section 4. Access to Traffic Signal Timing Data

Agency hereby grants LTD access to Traffic Signal Timing Data. LTD will work with Agency Agent to obtain data in the most efficient and non-intrusive manner from Agency, which may include access to Agency central system or ATMS. LTD will be provided with access to this Traffic Signal Timing Data at no cost, except LTD will be responsible for any costs associated with making the data available.

Section 5. Access to Real Time Traffic Signal and Vehicle Detection Data

Agency hereby grants LTD non-exclusive, non-transferable, limited, and royalty free access to obtain and utilize its Real Time Traffic Signal and Vehicle Detection Data. LTD will be provided with access to this data at no cost, except LTD will be responsible for any costs associated with making the data available. LTD will be responsible for all vendor costs associated with Agency's ATMS vendor making system modifications to make the real-time data available. LTD shall have the right to use the data in any manner it deems appropriate in furtherance of its business purposes, including without limitation providing the derivatives of the data and Product to third parties, subject to the terms of this Agreement. Agency reserves the right to make available the same data for other parties that request access to Agency Data.

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Section 6. Ownership of and Rights to Data

The Agency retains all rights to the raw data, or Real Time Traffic Signal and Vehicle Detection Data, being provided to LTD. LTD shall own all rights to Product and any formatted, predictive, or derivative data generated from the raw data.

Section 7. Reporting

LTD shall provide Agency with access to automated signal performance metrics via our Signal Performance Analysis Toolbox (SIGPAT™), as data become available, at no charge to Agency. There will be no charge to Agency for periodic software updates or as new performance measures are added to our suite of tools.

Section 8. Indemnification

LTD will indemnify, defend, save, and hold harmless the Agency and its elected officials, employees, and agents from all claims, including but not limited to claims that arise from or relate to (i) a breach of LTD's representations and warranties, (ii) any personal injury, death or property damage caused by any alleged act, omission, error, fault, mistake or negligence of LTD, its employees, agents, or representatives in connection with or incident to LTD's performance under or related to this Agreement, (iii) any personal injury, death or property damage claimed to have been caused directly or indirectly by LTD Product as a result of Agency Data provided, or lack thereof, and (iv) the infringement of any patent, copyright, trademark, trade secret or other proprietary right of any third party by LTD's use of the Agency Data provided under this Agreement.

Section 9. Representations and Warranties

Agency makes no warranties concerning the quality or accuracy of the data provided under this Agreement. Agency does not warrant it will be able to continuously provide the data without interruption and expressly reserves the right to discontinue the data stream at any time. Notwithstanding anything to the contrary herein, Agency reserves the right to immediately discontinue the Agency Data stream without notice and at Agency discretion upon evidence of tampering or other unauthorized interference with the Agency Data. Except as expressly provided for herein, Agency makes no other representations or warranties.

Section 10. Limitation of Liability

Nothing in this Agreement excludes or limits either Party's liability for: (a) fraud or fraudulent misrepresentation; (b) breach of confidentiality; (c) indemnification obligations under Section 8(ii) or Section 8(iii) above; (d) claims for personal injury, including death, or damage to real property or tangible personal property arising from the negligence, reckless conduct or intentional acts of a Party, its officers, employees or agents; or (e) matters that cannot be excluded or limited under applicable law.

Section 11. Term

Unless terminated earlier in accordance with Section 12, this Agreement will begin on the latest date of the authorized agent signature (the "Effective Date") and continue for one (1) year (the "Initial Term"). This Agreement will automatically renew on the anniversary of the Effective Date for successive one (1) year periods unless either party provides written notice of non-renewal at least

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thirty (30) days before the end of the then-current term (collectively, "Renewal Terms"). The "Term" will consist of the Initial Term and all Renewal Terms, if any.

Section 12. Termination

Each Party shall have the right to terminate this Agreement by providing written notice to the other Party within thirty (30) days, unless identified otherwise in this Agreement.

Section 13. Notices

Absent notice to the contrary in writing, all communications to LTD shall be sent to:

Live Traffic Data Corp.
Attn: Contracts & Agreements
1441 Broadway, Fifth Floor
New York, NY 10018

or email: heng.hu@livetrafficdata.com

Absent notice to the contrary in writing, all communications to the Agency shall be sent to:

[Agency Agent name]
[Agency address]

or email: [Agency Agent email address]

or at any other address as any Party may, from time to time, designate by notice given in compliance with this Section.

Section 14. Assignment

Neither Party shall assign, transfer, subcontract, or delegate all or any part of this Agreement, or any interest therein, without the other Party's prior written consent, which shall not be unreasonably withheld.

Section 15. Agreement Binding

This Agreement shall be binding upon the successors of Agency Agent, LTD Agent, LTD, or Agency and assigns of the Parties hereto.

Section 16. Personal Liability

Nothing in this Agreement may be construed to create any personal liability on the part of any officer or agent of either Party to this Agreement.

Section 17. Choice of Law

This Agreement shall be governed in all respects by and construed under the laws of the State in which Agency resides as such laws are applied to agreements between residents of that State entered into and to be performed entirely within that State.

Section 18. Choice of Forum

The Parties agree to institute any litigation concerning the enforcement or interpretation of the Agreement in the courts of jurisdiction for the Agency, unless the claim must be brought in a federal

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forum, in which case it must be brought and adjudicated exclusively within the United States District Court for the Southern District of New York. LTD hereby consents to the personal jurisdiction of these courts, waives any objection to venue in these courts, and waives any claim that either of these courts is an inconvenient forum. In no way may this section or any other term of this Agreement be construed as a waiver by the Agency of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States, or otherwise, from any Claim or from the jurisdiction of any court.

Section 19. Waiver

Any waiver of any breach of any condition or covenant herein contained to be kept and performed by either Party shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent the non-breaching Party from declaring a default for any succeeding breach, either of the same condition or covenant or otherwise.

Section 20. Severability

If any term (or part of a term) of this Agreement is invalid, illegal, or unenforceable, the rest of the Agreement will remain in effect.

Section 21. Interpretation of the Agreement

The Parties acknowledge that each of the Parties have participated in the drafting of this Agreement. No Party shall be considered to be the drafter of this Agreement for the purposes of interpretation.

Section 22. Parties in Interest

Nothing herein shall be construed to be to the benefit of any third party, nor is it intended that any provision shall be for the benefit of any third party.

Section 23. Force Majeure

Neither Party will be liable for failure or delay in performance to the extent caused by circumstances beyond reasonable control.

Section 24. Entire Agreement

This Agreement constitutes the entire agreement between the Parties. This Agreement supersedes all proposals and oral and written agreements between the Parties on this subject. No modifications, alterations, changes, or waiver to this Agreement or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both Parties.

The remainder of this page intentionally left blank.

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IN WITNESS OF THIS, the Parties hereby execute this Agreement through their authorized representatives.

City of Norwalk

Live Traffic Data Corp.

Authorized Signature Date

Printed Name

Title

Authorized Signature Date

Heng Hu

Printed Name

CTO

Title

Approved By:

Legal



MEMORANDUM

TO: Bruce Chimento, P.E. - Director of Public Works

FROM: Wilber Giron, E.I.T. – Junior Engineer

CC: Elisabeth Burns, P.E. - Principal Engineer
Drew Berndlmaier, P.E. – Senior Civil Engineer
Marizza Diaz – Assistant Civil Engineer

REF: Public Works Committee Agenda Item – Project PM2018-1 Pavement Management Program

DATE: August 31, 2018

I would like to request that the following items be included on the agenda for the September 4, 2018 Public Works Committee meeting.

1. Technical Correction of Common Council Action of March 13, 2018, Item VII.A.3 to add an account designated for footpath replacement, account number 09 18 4021 5777 C0503:
 - a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with The Grasso Companies, LLC for Project PM2018-1 Pavement Management Program for a sum not to exceed \$2,875,598.75.

Account No.	09 17 4021 5777 C0021
	09 18 4021 5777 C0021
	09 18 4027 5777 C0302
	09 17 4021 5777 C0515
	03 00 00 2602
	09 18 4095 5777 C0303
	09 19 4095 5777 C0303
	<u>09 18 4021 5777 C0503</u>

- b. Authorize the Director of Public Works to execute orders on the Contract with The Grasso Companies, LLC for Project PM2018-1 Pavement Management Program for a sum not to exceed \$287,559.87.

Account No. 09 17 4021 5777 C0021
 09 18 4021 5777 C0021
 09 18 4027 5777 C0302
 09 17 4021 5777 C0515
 03 00 00 2602
 09 18 4095 5777 C0303
 09 19 4095 5777 C0303
 09 18 4021 5777 C0503



Salt, Road Safety
24950 Country Club Blvd, Suite 450
North Olmsted, OH 44070

Wednesday, August 29, 2018

Business Office Information		Shipping Information	*Contact Information	
Account Number	NORWALK CITY OF CT	CITY OF NORWALK	Attn:	Chris Torre
Name	1500028673	2500027733	Title	
Address 1	125 EAST AVE	15 S SMITH ST	Phone	
P O Box			Fax	
City State Zip	NORWALK, CT 06851-5702	NORWALK, CT 06855-1017	Mobile	
County			e-mail	
*PLEASE VERIFY THAT ALL CONTACT INFORMATION IS CORRECT. IF CHANGES ARE REQUIRED PLEASE NOTE THEM ON THE NEXT PAGE.				

Cargill, Incorporated - Salt, Road Safety ("Cargill") is pleased to submit the following quote for your DEICING SALT needs for the 2018-19 season.

Price Basis Per Ton

Product	Pickup (Minimum 10-ton loads)	Delivered (Standard truckloads)	Estimated Tons	Terminal
100012783 - ClearLane® enhanced deicer	N/A	\$82.57	5,000	2AKL MOUNT MARION
THE PRODUCT QUOTED IN THIS AGREEMENT IS INTENDED FOR BULK DEICING USE ONLY.				

PLEASE SIGN AND RETURN THIS QUOTE LETTER TO OUR ATTENTION WITHIN TEN (10) BUSINESS DAYS FROM DATE OF LETTER. WE CANNOT UPDATE YOUR ACCOUNT FOR THIS YEAR WITHOUT THE SIGNED QUOTE LETTER. THIS PRICE QUOTE LETTER DOES NOT CONSTITUTE AN ORDER. ORDERS MUST BE PLACED BY CALLING CUSTOMER SERVICE AT 800-600-SALT (7258). ORDERS BEING PLACED FOR PICKUP MAY NOT BE AVAILABLE FOR 24 HOURS FROM THE TIME THE ORDER IS PLACED.

TERMS AND CONDITIONS -

1. Provided this Price Quote Letter is signed and returned within TEN (10) business days from the Date, Cargill agrees to hold the quoted prices firm from August 29, 2018 through April 30, 2019. Notwithstanding the foregoing, the prices contained in this Price Quote Letter are contingent on Customer's adherence to these Terms and Conditions and the attached Terms and Conditions of Sale, including, but not limited to, Customer's compliance with the Customer account's payment and credit terms stated below.
2. If purchase is not made by December 31, 2019, Cargill reserves the right to revoke the pricing provided in this Price Quote Letter.
3. The Estimated Tons figure is an estimate of the total quantity of each Product(s) to be purchased by Customer under this Price Quote Letter. Customer is not obligated to purchase a minimum percentage of the Estimated Tons. Cargill is not obligated to sell Customer any quantity of the Estimated Tons.
4. Cargill's obligation to sell Product(s) is SUBJECT TO PRODUCT AVAILABILITY. Cargill has the right to (i) decline, or suspend shipments of, any Customer order placed under this Price Quote letter or (ii) terminate this Price Quote Letter if, at any time, Cargill encounters Product shortages due to commitments to other customers. In addition, Cargill reserves the right to decline, or suspend shipments of, any Customer order placed under this Price Quote Letter for any reason(s) relating to: Conditions at any Cargill terminal/production facility, weather conditions, or any other reason that may affect Cargill's ability to accept orders.
5. Estimated delivery time three to seven business days after release of an order. This quote assumes that Product will be delivered from or picked up at the terminal set forth above. Sourcing of products from another Cargill facility is subject to availability and additional fees that may be applied to your account. Cargill's sale of Product is expressly conditional upon these Terms and Conditions and Customer's acceptance of the attached Terms and Conditions of Sale. Any terms which may exist on the Customer's standard purchase order (or similar forms) and which alter or are inconsistent with the terms and conditions will be of no legal force or effect and will not govern the transaction contemplated by this Price Quote Letter.
6. By accepting, Customer agrees that this Price Quote Letter (including the Terms and Conditions and the attached Terms and Conditions of Sale) constitutes the entire understanding between Cargill and Customer and supersedes all other prior agreements or quotations, whether written or oral, between Cargill and Customer with respect to the Product(s).

Payment Terms	Net 30 Days	Credit Limit	Established
PAYMENT TERMS AND CREDIT LIMIT ARE SUBJECT TO CHANGE.			

Thank you for the opportunity to be of service. We are looking forward to supplying your salt needs.

Cargill, Incorporated Salt, Road Safety Amanda Knaus Sales Account Manager Amanda_Knaus@cargill.com 800-600-7258 - P 952-367-1482 - F	Accepted
	Signature:
	Name:
	Title:
	e-mail:

Confidential - This document is intended only for the named recipient (i.e., Seller) and contains confidential information. Anyone other than the Seller is not permitted access to this information. Any dissemination or distribution of this information is a breach of the terms and conditions of this document. If you have received this document in error, please advise CDT by reply e-mail / mail at the address above, and delete this document and any email related thereto

Pg 1 of 2

VII.B

Title: Chief of Operations and Public Works
Department: Operations and Public Works
Grade: 02

Job Code: 0080
Classification: Ordinance
Status: Full-Time
Date: 8/16/2018

General Responsibilities:

Plans, organizes and directs the activities of the Operations and Public Works Department in the functional areas of civil engineering; road maintenance and repair; solid waste (collection and disposal); wastewater collection and treatment; and department equipment maintenance; maintain City public property including recreational and parks grounds, facilities and buildings.

Specific Duties:

Reports to the Mayor and is responsible for the following:

- Plans and organizes the activities of the department according to established policies and procedures. Establishes priorities as needed. Coordinates near-term and long-range planning of Operations and Public Works needs and opportunities for the City.
- Administers operations of the department through subordinates in the functional areas of civil engineering, public works maintenance, administration, solid waste, wastewater collections and treatment and public property including parks, grounds and facilities maintenance.
- Oversees property and equipment maintenance; ice and snow removal from City road and public areas as well as sidewalks and other City property as needed; the management of the collection and removal of solid waste and supervises the wastewater treatment system.
- Oversees professional engineering services in the investigation, design and construction of public works projects and facilities.
- Oversees regular maintenance and improvement programs for public property and parks, roads and bridges.
- Oversees and directs road maintenance projects.
- Provides engineering consultation and services to City departments, Boards and Commissions.
- Participates in the technical review of subdivision, commercial development planning and the preparation of bond assessment, inspection and cost estimates for projects.
- Oversees training and development programs for department employees.
- Oversees the preparation, maintenance and safekeeping of various City maps and documents.
- Oversees administration of new and existing grant programs in department.
- Participates in professional engineering and public administration organizations to remain current on developments in respective fields. Addresses public and private groups on Operations and Public Works programs and improvements.
- Serves as staff for Council Committee.
- Meets and negotiates agreements with attorneys, contractors, State and Federal Officials relating to Public Works matters.
- Coordinates activities with the Corporation Counsel.
- Develops and prepares budget recommendations for department and administers adopted budget.
- Administers personnel regulations and collective bargaining agreements for department.
- Prepares narrative and statistical reports for the Mayor and for the Common Council upon request.

- Performs related work as assigned.

Qualifications Profile:

Bachelor's degree in Civil Engineering and ten years of progressively responsible experience in civil engineering; with at least five years of supervisory experience at a unit or division level. Relevant graduate training in management may be substituted for the work experience on a year-for-year basis, not to exceed two years; or, any equivalent combination of education and training.

- Thorough knowledge of engineering and architectural procedures in building construction and operation, road and highway maintenance.
- A working knowledge of wastewater treatment and the ability to implement federal and state laws and regulations concerning treatment standards.
- Working knowledge of park, grounds, recreational facility and building maintenance programs.
- Knowledge of construction methods, materials and equipment.
- Knowledge of laws and regulations related to Public Works programs and responsibilities.
- Ability to plan, direct and coordinate.
- Ability to present technical information in a clear and concise manner to non-technical persons.
- Excellent oral and written communication skills.
- Ability to deal effectively with staff, officials and members of the public.
- Working knowledge of labor relations practices and procedures.
- Ability to supervise.
-

License or Certificate:

Certified by the State of Connecticut as a Professional Engineer.

Valid Motor Vehicle License required.

Title: Director of Recreation and Parks
Department: Operations and Public Works
Grade: 02

Job Code: 0065
Classification: Ordinance
Status: Full-Time
Date: 8/16/2018

General Responsibilities:

Plans, organizes and directs comprehensive group recreational, social and cultural programs, and coordinates the care and maintenance of parks and recreation -buildings, grounds and facilities.

Specific Duties:

Reports to the -Chief of Operations and Public Works and receives policy guidance from the Recreation and Parks Committee, and Land Use and Building Management Committee; and is responsible for the following:

- Develops, coordinates and implements a variety of community recreational, social and cultural programs.
- Oversees maintenance schedule for parks, recreational and associated -building facilities.
- Administers and supervises programs in the functional areas of Recreation, Parks and Grounds and Building Maintenance.
- Supervises the employment and performance evaluation of regular and seasonal employees.
- Oversees program schedules, tournaments and special events.
- Reviews and evaluates recreational programs and facilities.
- Develops near-term and long-range planning for programs.
- Oversees the preparation of brochures, news releases and other public relations materials.
- Coordinates activities with City Departments and private recreational, civic, social and cultural organizations.
- Oversees the collection and accounting of various fees and charges.
- Supervises the preparation and administration of the department's operating budget and capital improvements budget.
- Prepares regular narrative and statistical reports for the Mayor and the Common Council upon request.
- Administers collective bargaining agreement and personnel policies for department employees.
- Serves as staff for Council Committee and plans agenda and meeting materials.
- Oversees park, recreational and building grant requests to the State and Federal Governments for intergovernmental assistance.
- Oversees specifications for equipment, materials and supplies.
- Plans work according to seasonal schedule.
- Confers with Recreation, Park and Land Use and Building Management Council Committees to establish general policies and to review programs. Establishes priorities as determined by need.
- Speaks on department matters to local civic and cultural organizations.
- Assures training and development programs for regular and seasonal employees.
- Participates in professional recreational organizations to maintain awareness of developments in the field of parks, recreation and building administration.
- Performs related work as assigned.

Qualifications Profile:

Master's degree in Recreation and Park Administration, Public Administration or a closely-related field and four years of increasingly responsible experience in Municipal Park and Recreation Administration, including three years of management experience.

- Building maintenance experience desirable.
- Ability to prepare and maintain an operating budget for a multi-faceted program.
- Ability to develop a capital improvement budget for park, recreation and building projects.
- Administrative and executive ability to initiate, organize and follow through on comprehensive recreational and park programs and projects.
- Ability to acquire a working knowledge of the principles and practices of administering a municipal building maintenance program.
- Ability to deal effectively with elected officials, members of the general public and the media.
- Ability to prepare administrative reports in a clear, logical manner.
- Ability to present ideas and policies to individuals and groups.
- Ability to supervise

License or Certificate:

Valid Motor Vehicle License required..

City of Norwalk

Job Code: 0126

Title: Superintendent of Recreation
Department: Operations and Public Works

NASA/Grade: 06
Date: 8/16/2018

Position Definition: Develops, coordinates and supervises community recreational, social and cultural programs; and assists the Director of Recreation and –Parks in the planning and administration of the Department's programs and activities.

General Duties: Receives oral or written direction from Director Recreation and Parks.. Plans, organizes and implements work according to a planned schedule. Independently establishes priorities in regular duties. Assists in preparing annual budget recommendations for program areas and administers operating budget, capital and non-recurring accounts. Makes recommendations for fee schedules and projects revenues for budget making. Coordinates, implements and provides comprehensive year round, seasonal and special events programs. Assists in the evaluation of recreational assistants and recommends employment, training, promotion and disciplinary action. Reviews and evaluates recreational programs and facilities. Recommends sites for recreational programs. Prepares studies and makes reports on near term and future programs and activities. Prepares statistical and narrative reports of some complexity. Develops schedules, plans tournaments and special events, and prepares public relations information. Coordinates availability of athletic fields and facilities for league use. Monitors recreation programs to assure proper operations, safety and supervision. Prepares specifications for materials, equipment and supplies. Reports work accomplished to the Director.

Additional Duties: Coordinates activities with public and private cultural and recreational organizations. Develops interest in recreation, cultural and social programs by speaking to social groups. Requisitions materials, supplies and equipment as needed. Assumes responsibility for recreation programs in the absence of assigned Supervisor.

Supervised By: Receives general direction from the Director of Recreation and Parks.

Qualifications Profile: The skills and knowledge required would generally be acquired with a Master's degree in Recreation Administration, Physical Education, or some closely related field, and three years of increasingly responsible experience in municipal or group recreation or a closely related field, including two years in a supervisory role. Knowledge and skill in executing the principles and practices of municipal recreation and its administration, including planning, organizing, budgeting and program evaluation. Ability to assess community recreational needs and to initiate, organize and follow through on recreation programs and projects. Ability to deal effectively with employees, different age groups, and the media. Ability to supervise, train and evaluate employees. Ability to acquire the skills to use data processing equipment to secure more effective and efficient operations. Ability to present ideas and programs to individuals or groups. Ability to make clear, concise oral and written reports.

License or Certificate: Valid Motor Vehicles License required.

Note: The above is illustrative of tasks and responsibilities. It is not meant to be all-inclusive every task or responsibility.

City of Norwalk

Job Code: 0125

Title: Superintendent of Public Property and Parks
Department: Operations and Public Works

NASA/Grade: 08
Date: 8/16/2018

Position Definition: Organizes and supervises the construction, care and maintenance of City public property including parks, beaches, recreational areas, park facilities and public grounds; and provides technical assistance to other City departments.

General Duties: Receives oral or written instructions from Director of Recreation and Parks. Plans work according to activity or seasonal priority. Establishes priorities to meet schedule, seasonal or emergency needs. Implements a plan to systematically maintain parks, recreational facilities and equipment. Assigns subordinates to construction, maintenance or care tasks. Supervises the preparation and lining of playing fields. Supervises the care of turf, shrubs and trees, including periodic spraying of herbicides and pesticides. Supervises the tree removal and maintenance programs for the entire City. Supervises the maintenance of playgrounds, recreational facilities and equipment. Supervises the construction of new recreational facilities. Oversees the maintenance and repair of unit vehicles, construction equipment and facilities-related equipment. Recommends equipment purchases and specifications. Assigns and has custody of tools and equipment. Recommends the promotion and discipline of employees. Trains subordinates, including seasonal workers, in maintenance activities and standard safety procedures. Makes unit budget recommendations and submits to Director. Initiates purchase of supplies and materials as needed. Maintains inventory of assigned materials, supplies and equipment. Reports work accomplished to Director of Recreation and Parks.

Additional Duties: Coordinates maintenance of facilities and equipment with recreational staff members. Participates in recreational planning by advising on facilities and equipment availability and needs. Provides technical consultation to other City departments including the Board of Education.

Supervised By: Receives general supervision from the Director of Recreation and Parks.

Qualifications Profile: The skills and knowledge required would generally be acquired with an Associate's degree in Landscape Planning, Horticulture or some closely related field, with five years experience in parks or grounds maintenance work, including two years supervisory experience. Advanced education or practical work experience may be substituted for work education or experience, totaling seven years. Ability to develop a parks and recreation facilities maintenance program in meeting seasonal deadlines. Ability to apply commonsense understanding to carry out instructions furnished in written, oral or diagrammatic form. Ability to deal with problems involving several concrete variables in or from standardized situations. Ability to deal effectively with professional staff, the public and the media. Knowledge of the techniques and methods used in the care of turf, trees and shrubs. Ability to plan, supervise and implement herbicide and pesticide spraying program. Familiarity with the operation of mechanical and heavy equipment. Vocational training in soils and/or tree management work desirable. Ability to recruit, train and supervise park and equipment maintenance employees.

License or Certificate: Valid Motor Vehicle License required. Spraying license as a Grounds Supervisor desirable. Tree Warden Certification is desirable.

Note: The above description is illustrative of tasks and responsibilities. It is not meant to be all-inclusive of every task or responsibility.

Chief of Staff- 0025
Mayor's Office

Title: Chief of Staff
Department: Mayor's Office
Grade: 02

Job Code: 0025
Classification: Ordinance
Status: Full-Time
Date: 8/16/2018

Position Definition: Under general policy direction from the Mayor, plans, organizes, manages and directs the day-to-day operations and activities of the Mayor's office; provides expert professional assistance and support to the Mayor on a wide range of highly complex, sensitive and confidential topics; researches, analyzes and provides recommendations regarding difficult, sensitive, important and wide-ranging policy areas; serves as the Mayor's liaison to multiple bureaus, Citywide departments, committees and councils; and performs related duties as assigned.

General Duties: Coordinates activities of City Departments on behalf of the Mayor by assigning priorities and objectives to department heads and professional staff. In concert with the Mayor, reviews annual city operating budget and capital budget, monitors revenues and expenditures by assigned area to ensure that City operations are performed within budget and presented to the City Council. Provides leadership and direction in the development of short and long range plans; gathers, interprets and prepares data for studies, reports and recommendations for decision-making purposes. Assists Mayor in developing and implementing city-wide initiatives and policy. Represents the Mayor's Office at meetings of municipal staff, special committees and agencies in Mayor's absence. Provides additional staff support and performs further assignments as directed by the Mayor. Prepares statistical and narrative reports on issues and policy alternatives as directed by the Mayor. Conducts special studies for the Common Council, Boards, or Commissions as directed by the Mayor. Reports work accomplished to the Mayor. Transmits directions of Mayor to Departments and follows up to assure compliance and timely completion of assignments. Conveys Mayor's priorities for work assignments to administrative personnel. Responds to requests for information and procedural assistance from municipal departments. Acts as a liaison between Mayor, departments, and working committees. Plans and organizes work according to standard procedure. Performs related work as assigned.

Supervised By: Receives general and specific direction from the Mayor.

Required Knowledge, Skills, and Abilities: Knowledge of City Government organization, ordinances, rules, policies, and procedures relating to the administration of an elected official's office. Knowledge of advanced administrative principles and methods, including goal setting, program development and implementation. Knowledge of legislative methods, techniques and procedures of the City Council and other political sub divisions. Knowledge of City Charter and Code provisions, ordinances and policies applicable to areas of assigned responsibility. Ability to interact professionally and effectively with citizens, department heads, staff members, elected officials and media. Ability to apply principles of public or business administration to define problems, collect data, research policy alternatives, and offer constructive executive and legislative solutions. Ability to prepare and present, either orally or in writing, concise and clear reports of City programs, procedures and activities.

Minimum Qualifications: Bachelor's Degree in Public Administration, Business Administration, or some closely related field; a Master's degree in Public Administration or a Law degree is preferred or, the equivalent combination of training and experience. Minimum of 5 years of direct work experience in government or with government agencies.

License or Certificate: Valid Motor Vehicle license required.

City of Norwalk

Job Code: 0121

Title: Superintendent of Operations and Highways

NASA/GRADE 8

Department: Operations and Public Works

Date: 8/16/2018

Position Definition: Provides planning, administration and supervision of highway maintenance programs that include the repair, maintenance, servicing and construction of city infrastructure involving roads, roadway drainage systems, sidewalks, rights-of-way, bridges and traffic management measures and devices.

General Duties: Under the general supervision of the Chief of Operations and Public Works receives oral instruction and/or work orders. Organizes and implements standard practices and maintenance plans. Assigns work through line supervisors in the functional area roadway operations and maintenance. Plans and supervises snow removal operations, including establishment of plow routes, removal priorities and use of private contractors. Oversees road or bridge emergency work. Verifies vehicles and construction equipment are maintained in accordance with schedules and properly operated. Oversees Public Works Center facility and coordinates permitting with Environmental Administrator. Carries out personnel policies and collective bargaining agreement terms for Section employees and receives grievances. Evaluates performance of employees. Evaluates work methods and procedures and effects improvements. Promotes a safe work environment and implements safety programs. Coordinates training programs for employees, including equipment operation and general work methods. Participates in community and municipal government meetings. Coordinates work requests with the Customer Service Center and responds to the public. Resolves public complaints independently, or develops recommendations for long-term solutions. Makes recommendations and prepares annual budget and monitors expenditures. Prepares statistical and narrative reports. Prepares bid packages and procures goods and services as needed. Provides oversight of contractor work. Advises on project priorities. Reports work accomplished. Participates in the long-range and near-term planning for the department.

The above description is illustrative of tasks and responsibilities. It is not meant to be all-inclusive of every task or responsibility.

Required knowledge, skills and abilities: The skills and knowledge required would generally be acquired with a Bachelor's degree in Civil Engineering, Construction Management, Public Administration, or related area, and eight years of progressively responsible experience in public works, highway maintenance and construction, including five years of supervisory experience. Understanding and ability to use computer operational systems, including word processing, spreadsheets, GPS, GIS, and database programs. Thorough knowledge of operations involved in the construction, repair and maintenance of City infrastructure. Ability to apply principles of supervision to solve practical problems and to deal with a variety of concrete variables, where only limited standardization exists. Ability to interpret a variety of instructions in written, oral, diagrammatic or schedule form. Ability to plan, organize and oversee seasonal maintenance programs, as well as, emergency response programs. Ability to supervise. Ability to deal with engineering and maintenance staff in a positive, effective manner. Ability to deal with public in a courteous and efficient manner. Knowledge of the operation of heavy construction equipment. Ability to make recommendations for the purchase of department equipment and services. Ability to write reports, maintain records, and prepare department budgets.

Supplemental Information:

License or Certificate: Class B Connecticut Commercial Driver's License (CDL).

City of Norwalk

Job Code:

Title: Transportation Planner

Union/Grade:

Department: Planning and Zoning

Date: 8/16/2018

Position Definition: Performs professional tasks relating to transportation planning; including transportation project development, implementation management and other transportation studies as needed.

General Duties: Coordinates transportation studies. In consultation and coordination with the Director of Transportation, Mobility and Parking, plans and develops transportation and traffic calming projects with an emphasis on complete streets, which accommodate all roadway users including pedestrians, transit passengers, cyclists and motorists. Acts as the project manager for various projects from conception to implementation, to include but not limited to, the daily management, supervision, coordination and completion of the design and construction phases, including community outreach and engagement. Analyzes existing transportation data and programs, as well as safety and crash data; develops recommendations for modification or improvement. Provides technical advice and consultation. Participates in the preparation of contracts for transportation planning activities; assists in the preparation of fiscal documentation, and monitors expenditures related to transportation planning projects. Meets with various public groups, municipal and state officials to work toward long-term solutions for transportation-related projects such as street enhancements for pedestrians, cyclists, transit passengers and motorists. Reviews bus shelter placement, rail/bus integration, shuttle-bus routing, pool programs with local companies, and other transit enhancements. Researches and resolves complaints and problems; develops and analyzes customer surveys to determine customer satisfaction; develops methods of operation to meet public demand for service. Prepares documentation for transportation projects to comply with State and Federal environmental reviews and regulations; prepares other written reports as required. Develops and writes grants for various transportation projects. Acts as department liaison for Transportation Technical Advisory Group, Norwalk Transit District, and Bike/Walk Commission and other advisory panels as directed. Performs traffic counts and examines efficiency of on-street and off-street parking, and interrelationships with mass transit alternatives.

Additional Duties: Prepares clear, sound, accurate and informative transportation and other planning reports and studies containing findings, conclusions and recommendations. Reviews and analyzes publications including journals and newsletters. Other related duties as assigned.

Supervised By: Supervised by the Director of Planning and Zoning and receives general supervision from the Transportation, Mobility and Parking Director or its designee.

Minimum Qualifications: Bachelor's degree in Engineering, Traffic Engineering, Transportation Planning, Urban Planning, Transportation/Civil Engineering or a related field and two (2) years of experience in traffic engineering and/or transportation planning. Master's degree in Transportation/Civil Engineering, Transportation Planning or Urban Planning with emphasis on Transportation may be substituted for one year of work experience.

Required Knowledge, Skills, and Abilities: Knowledge of complete streets design philosophy and experience developing projects which accommodate non-motorized roadway users. Knowledge of the theories, practices and principles of transportation systems planning. Knowledge of the varied transportation problems associated with the growth of urban centers, the movement of goods and people and other attendant conditions. Knowledge of the technical problems associated with comprehensive transportation planning activities. Knowledge of the various conditions affecting transportation systems. Knowledge of the techniques used in data collection and the conduct of surveys, and in other planning and research methods, including traffic analysis methods. Knowledge of Federal Transportation programs. Ability to conduct independent research related to transportation planning and traffic engineering. Ability to identify current transportation conditions, trends and needs. Ability to analyze and resolve transportation planning problems. Ability to conduct independent research and survey activities related to transportation planning and traffic engineering. Ability to prepare clear, accurate and informative reports and studies containing findings, conclusions and recommendations. Ability to assess the social, economic and land use consequences of transportation projects. Ability to comprehend, analyze and interpret laws and regulations. Ability to provide professional advice and guidance on transportation and planning matters.

License or Certificate: Valid Motor Vehicle Operator's License.

Note: The above tasks and responsibilities are illustrative only. The description does not include every task or responsibility.

City of Norwalk

Job Code:

Title: Chief of Economic and Community Development
Department: Economic and Community Development

Union/Grade: Ordinance
Date: 8/16/2018

Position Definition: Plans, organizes and implements economic and community development functions from conception to completion, including planning, zoning, code enforcement, business development and tourism, recruitment, and guidance to incoming businesses, retention of businesses, city revitalization and blight issues, mobility and parking, and promotion of the City attributes. Implements economic development goals and objectives for the City, interfaces and coordinates with the development community, local businesses and various City departments and staff.. Oversees and coordinates the Departments of Planning and Zoning, Code Enforcement, Business Development and Tourism and Transportation, Mobility and Parking.

General Duties: Reports to the Mayor and is responsible for the following:

Directs and coordinates the activities of the City's Office of Economic and Community Development with other City departments, boards and agencies; business and organizations; community groups; and regional, state and federal agencies. Analyzes existing economic situations relative to business attraction and expansion; reviews modern techniques for business attraction and retention and negotiates and resolves sensitive and controversial issues; monitors program performance and provides reports to the Mayor. Ensures implementation and enforcement of planning and zoning ordinances. Issues interpretations of city zoning, planning, building and related ordinances and regulations. Develops and implements short and long term economic development goals; gathers information and prepares studies, reports and recommendations to retain existing business, to attract new business, and to present a positive image of the City. Becomes familiar with the existing inventory of available public and private buildings and businesses and land areas in the City. Establishes criteria for measuring success of these various initiatives. Monitors and evaluates the effectiveness of various community and economic development programs and efforts. Develops infrastructure (industrial parks, utilities, transportation, etc.) to support business growth and expansion. Researches, identifies and utilizes resources for community and economic development, including sources of funding and technical expertise. Meets with the public, developers and contractors; discussing planning, zoning and development issues; interprets information in City ordinances pertaining to the department. Researches and analyzes business, economic, socioeconomic and related data affecting strategic planning of community and economic development activities. Monitors local, state and Federal legislation and regulations relating to community and economic development, and reports findings, trends and recommendations to staff and the Mayor. Maintains good relationships with public and government officials, business leaders, developers, local and regional organizations, and the general public.

Additional Duties: Attends professional, civic, and social gatherings, as appropriate, to represent and promote interests of the City and to collect information pertinent to advancement of interests of the City. May prepare, write and administer grant applications related to economic development. Provides information and makes presentations to supervisors, boards, commissions, civic groups, businesses, individuals, and the public on economic development issues, programs, services and plans. Establishes and maintains a database information system pertaining to the City's economic development and makes this information available to the public. Other related duties as assigned.

Supervised By: Receives general supervision from the Mayor.

Minimum Qualifications: Bachelor's Degree in Business Administration, Urban Planning, Public Administration, Planning or closely related field and seven (7) years of increasingly responsible experience in municipal economic and/or community development including two (2) years of supervisory capacity. Master's Degree in Urban Planning or Public Administration preferred and may be substituted for two years of the aforementioned practical work experience.

Required Knowledge, Skills, and Abilities: Thorough knowledge of economic development planning, strategies, implementation and program evaluation. Comprehensive knowledge of economic development issues, principles and techniques, including state and federal policies and programs, capital improvements programming, applicable regulations and regulatory devices, associated data sources and information systems. Ability to communicate effectively, both orally and in writing. Ability to establish and maintain effective working relationships with department heads, elected and appointed officials, other governmental agencies, business and community organizations, the public and the media. Must have demonstrated experience successfully completing time-sensitive and/or high profile projects through collaboration, consensus and creativity. A goal-oriented thinker who has the ability to set clear priorities among multiple tasks and stay focus on project benchmarks and deadlines. Ability to make presentations, write reports and other communication practices; experienced in public relations. Knowledge of general office management and practices, interpersonal communication, employee supervision, and the ability to motivate and direct the work of others. Ability to read, interpret and apply complex written material. Ability to use and comprehend computer software programs.

License or Certificate: Preferred Certification: Certified Economic Developer (CECd)

Valid Motor Vehicle License required.

City of Norwalk

Job Code: ****

Title: Director of, Transportation, Mobility and Parking
Department: Economic and Community Development

NASA/Grade: 8

Date: 8/16/2018

Position Definition: Manages and directs all matters pertaining to the transportation planning, mobility and parking functions and responsibilities of the City. Responsible for the planning, execution, and administration of plans and programs for the City's transportation functions and programs.

General Duties: Establishes policies, programs and initiatives to align transportation, mobility and parking programs with community development goals and objectives. Implement programs to address areas of concern such as connectivity between neighborhoods and business districts, safe routes to school, automobile alternatives, the circulator or similar initiatives, bike/walk issues, increased parking, and similar programs. Oversee all aspects of transportation, safety and control including traffic planning and analysis on City and private development applications. Coordination of short-term and long-term planning of public transportation needs and opportunities for the City. Acts as City liaison to the Parking Authority and Norwalk Traffic Authority, and represents the City before all relevant commissions and councils.

Additional Duties: Conducts studies, program assessments, analyzes and evaluates expenditure and revenue data and develops multi-year financial forecasts for the department. Makes recommendations for procedural improvements, including the development and design of information systems improvements.

Supervised By: Receives general supervision from the Chief of Economic and Community Development.

Required Knowledge, Skills, and Abilities: Thorough knowledge of planning and coordination of urban and suburban transportation, mobility and parking programs and projects. Knowledge of municipal construction projects and related budgetary principles. A working knowledge of municipal financial operations, procedures and reporting requirements. Ability to apply financial and management principles to solve practical problems and deal with a variety of problems and issues independently. Ability to make oral and written presentations in clear, concise and understandable form. Ability to supervise the parking enforcement employees, the parking vendors, and transportation services employees. Ability to work effectively with department heads, employees and elected officials.

Qualifications Profile: Master's degree in Public Administration, Business Administration, Urban Planning, Municipal Planning, or closely related field and two years experience in municipal management and budget and financial administration, including two years of supervisory experience.

License or Certificate: Valid Motor Vehicle License required.

Note: The above tasks and responsibilities are illustrative only. The description does not include every task or responsibility.

City of Norwalk Mayor's Proposed Re-Organization of City Departments

For Common Council Meeting

VISION STATEMENT

TO ALIGN CITY RESOURCES AND EMPLOYEES IN TO A MORE RATIONAL & EFFICIENT ORGANIZATIONAL STRUCTURE THAT REPRESENTS THE NEEDS AND FUNCTIONS OF A MODERN CITY.

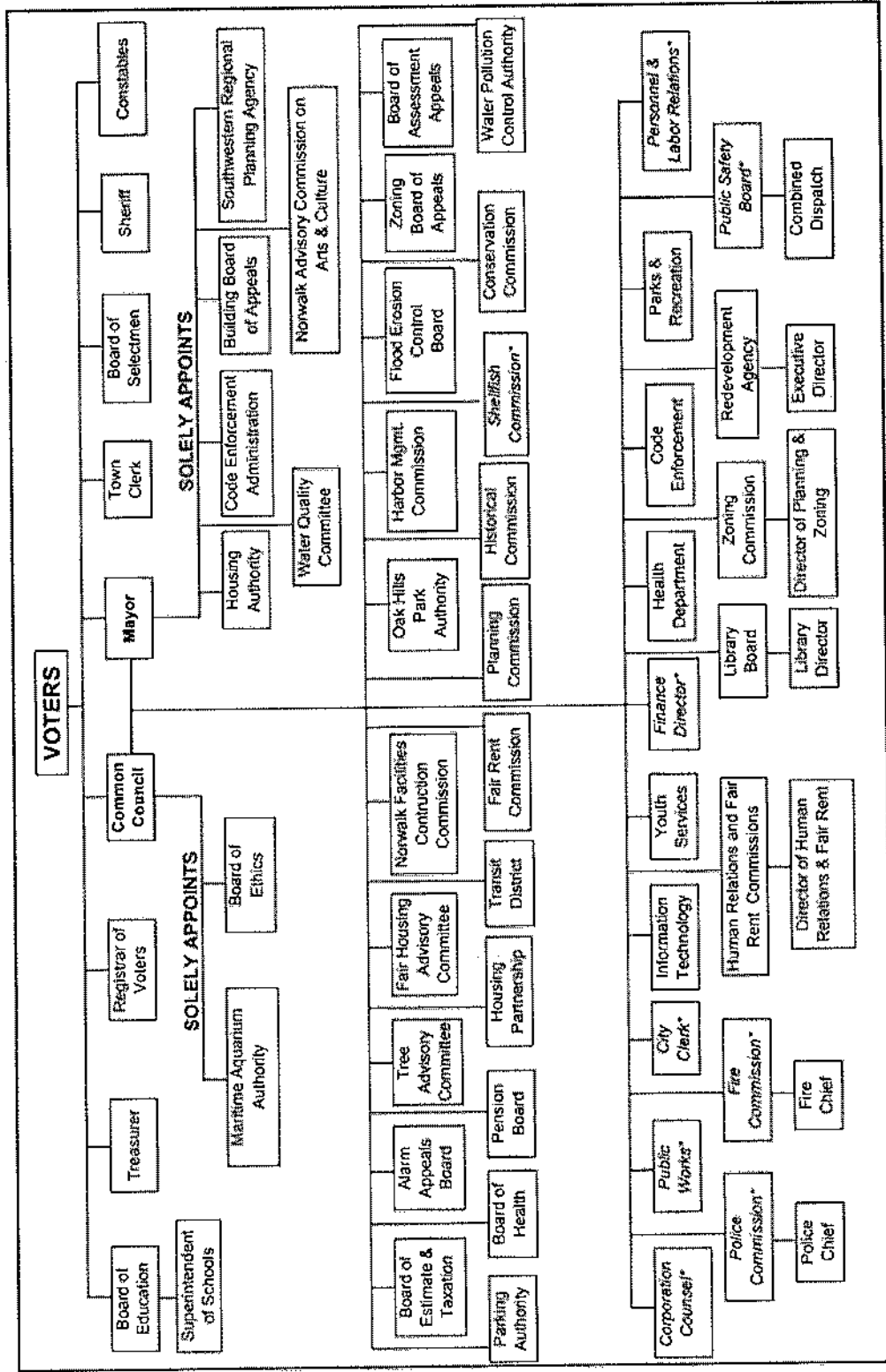
OBJECTIVES:

- MORE EFFICIENT DELIVERY OF SERVICES
- IMPROVED COMMUNICATION AND COORDINATION OF LIKE SERVICES
- FULLER UTILIZATION OF CITY RESOURCES (FACILITIES, EQUIPMENT, EMPLOYEES)
- IMPROVED SPAN OF CONTROL FOR MAYOR AND SENIOR TEAM
- COORDINATED AND EFFICIENT DECISION MAKING ON A FUNCTIONAL BASIS
- CLEAR ACCOUNTABILITY
- BREAK DOWN SILO PROCESSES WHILE GROUPING FUNCTIONS AND SERVICES BY NATURE OF WORK
- IDENTIFY GAPS AND DISCONNECTS IN NEEDED SERVICES

ISSUE AREAS ADDRESSED BY PROPOSED RE-ORGANIZATION

- INCREASED ACCOUNTABILITY
- IMPROVED OPERATIONAL PERFORMANCE IN KEY AREAS:
 - NEIGHBORHOODS & CODE ENFORCEMENT
 - PERMITTING PROCESS
 - TRANSPORTATION, MOBILITY AND PARKING
 - PUBLIC PROPERTY MAINTENANCE
- ALIGNMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT FUNCTIONS

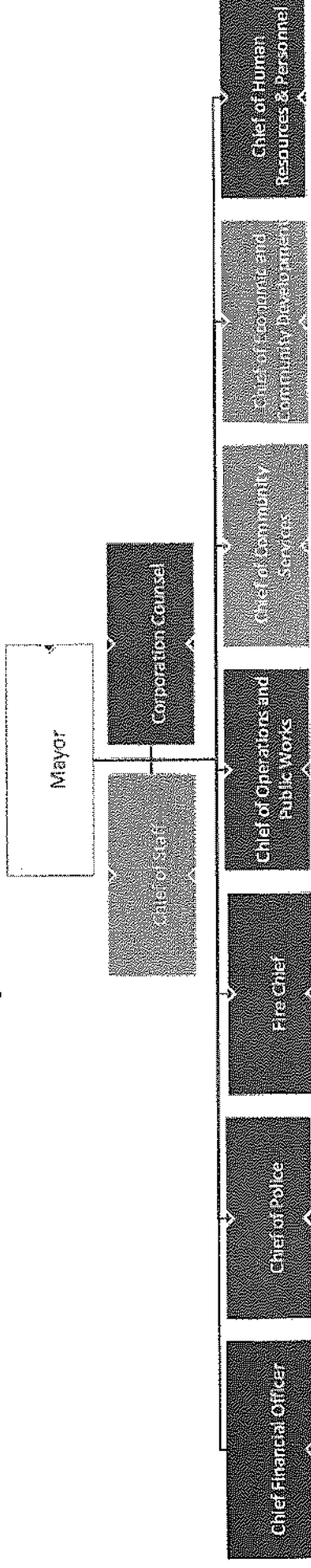
Current Organizational Structure



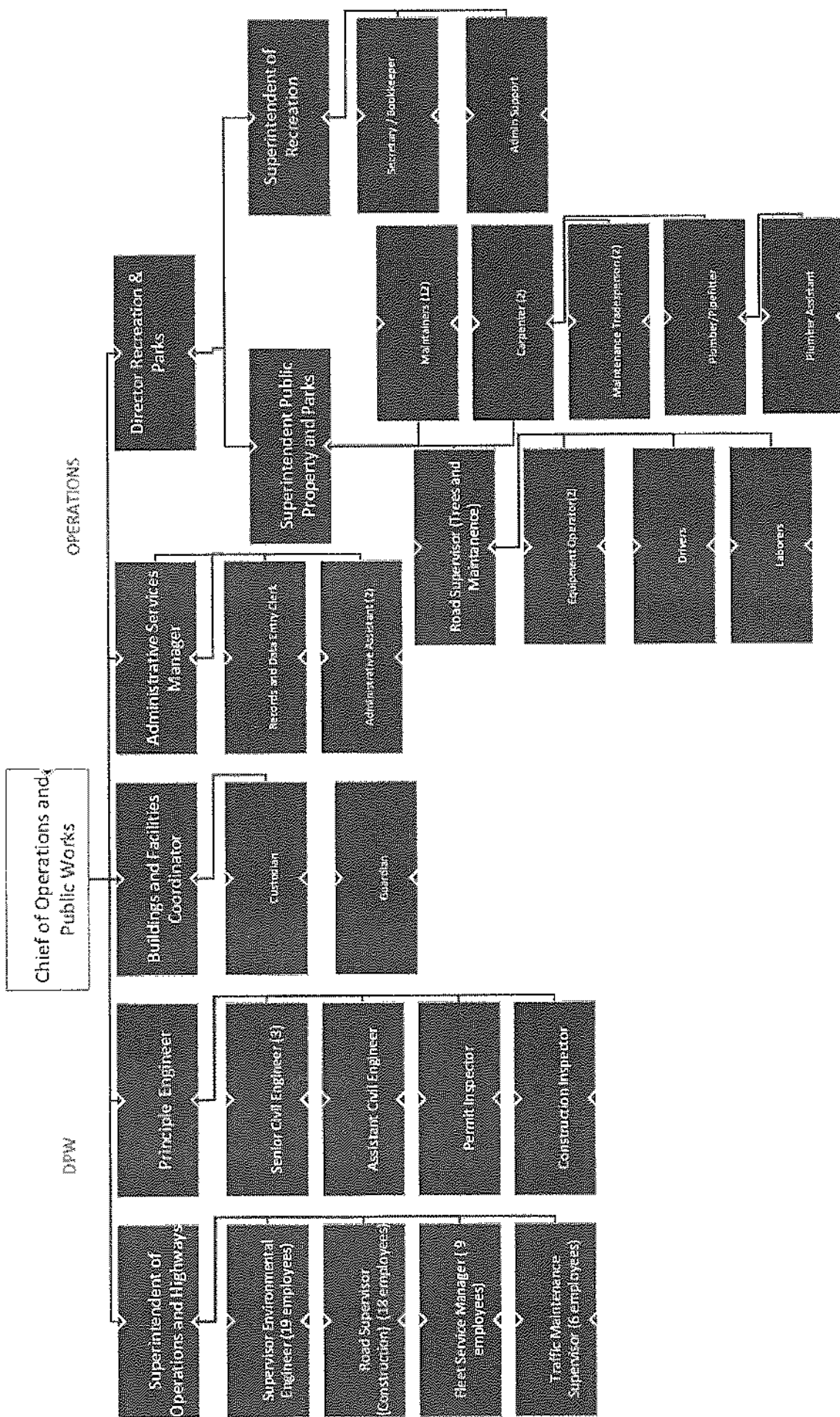
All Boards, Commissions and Department Heads are chosen by the Mayor and require Common Council approval unless otherwise noted

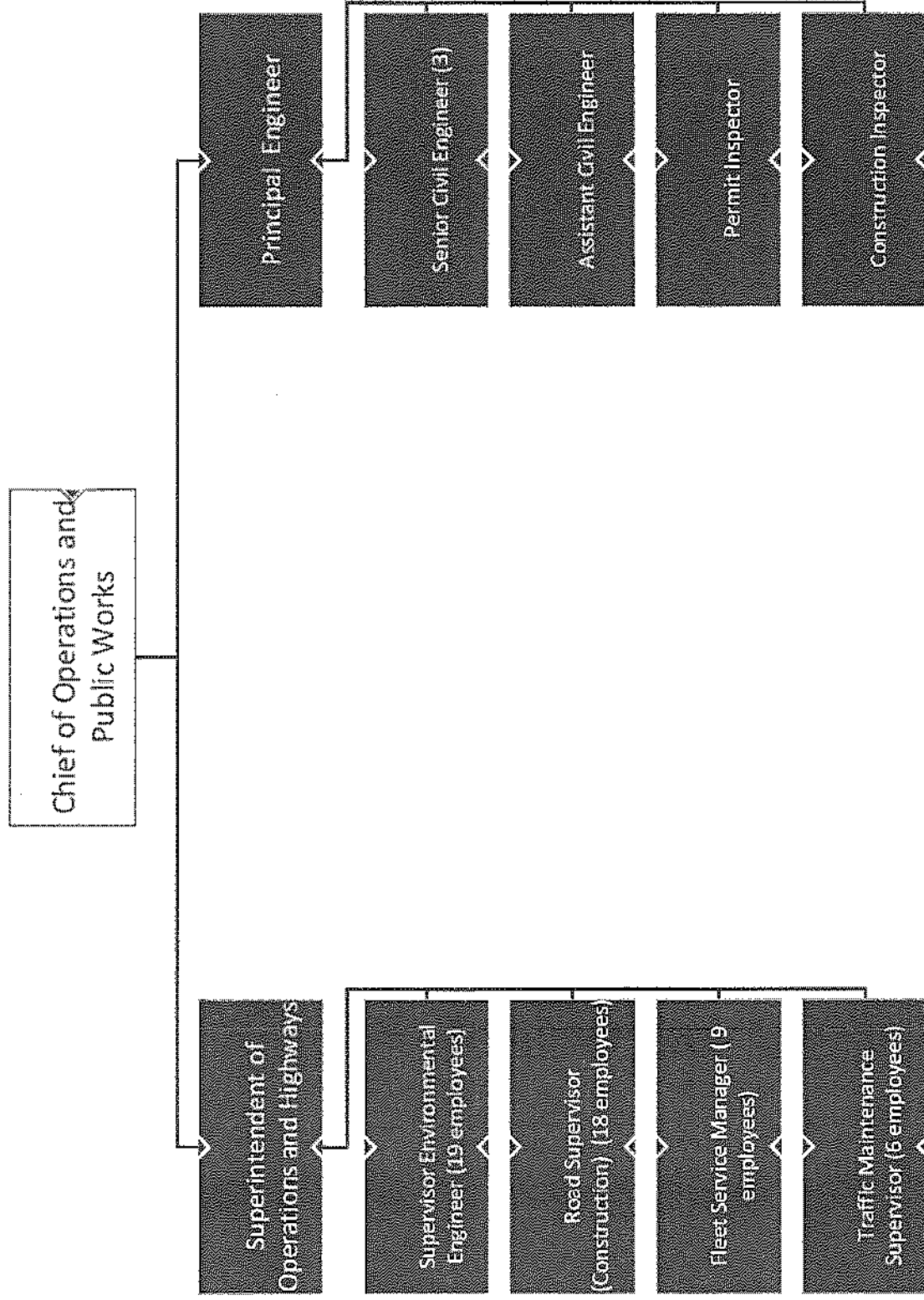
* These Department Heads, Boards and Commissions are solely appointed by the Mayor

Proposed New Structure

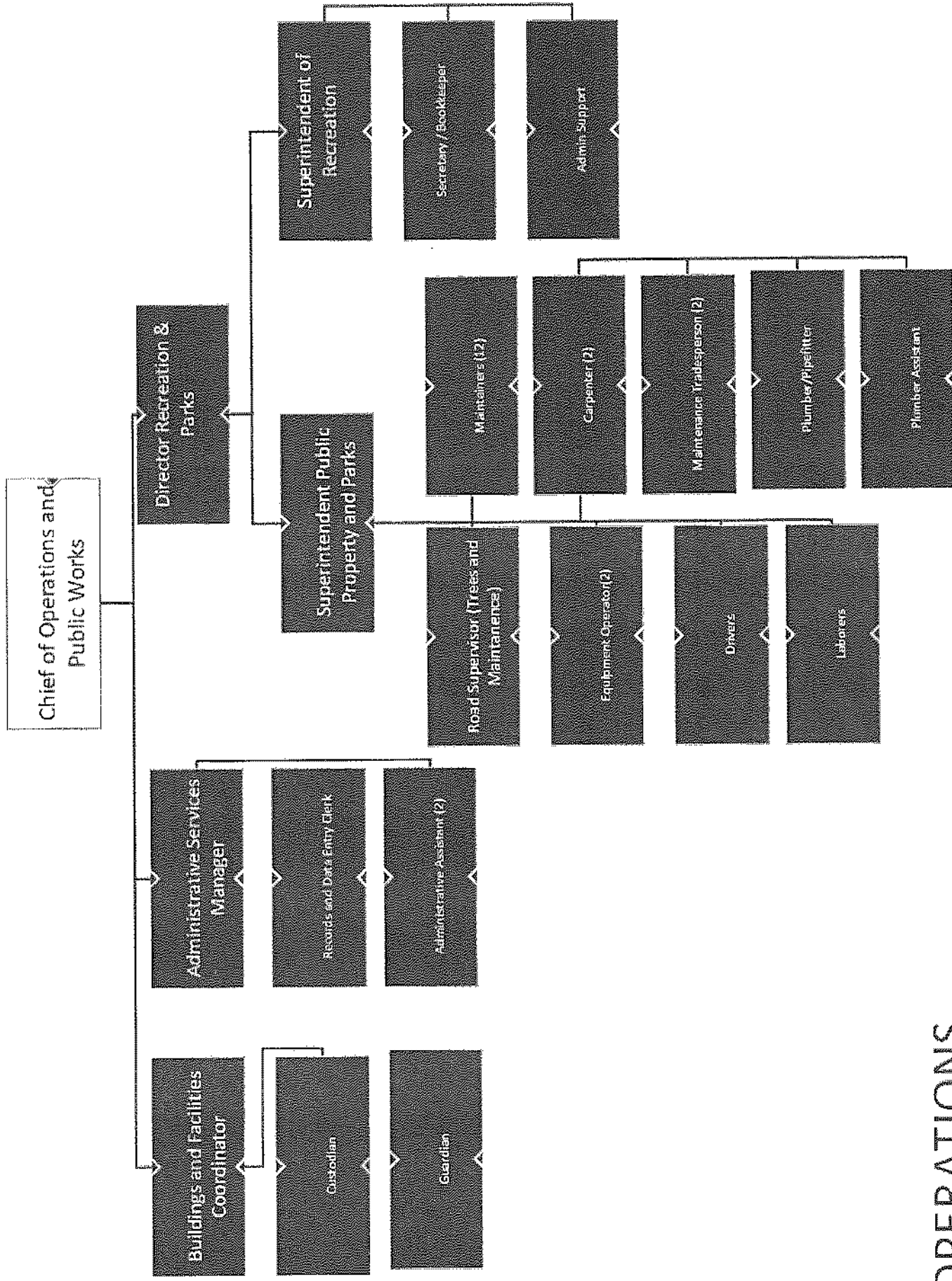


- Tightens the Mayor's span of control from 18 to 9 direct reports.
- Creates highly responsible senior staff to assist the Mayor in coordinating and improving departments, offices and agencies that make up the municipal government organization
- Senior staff will have a better understanding of the needs and challenges facing each department, and how to assure that services to residents are being delivered well and cost-effectively.

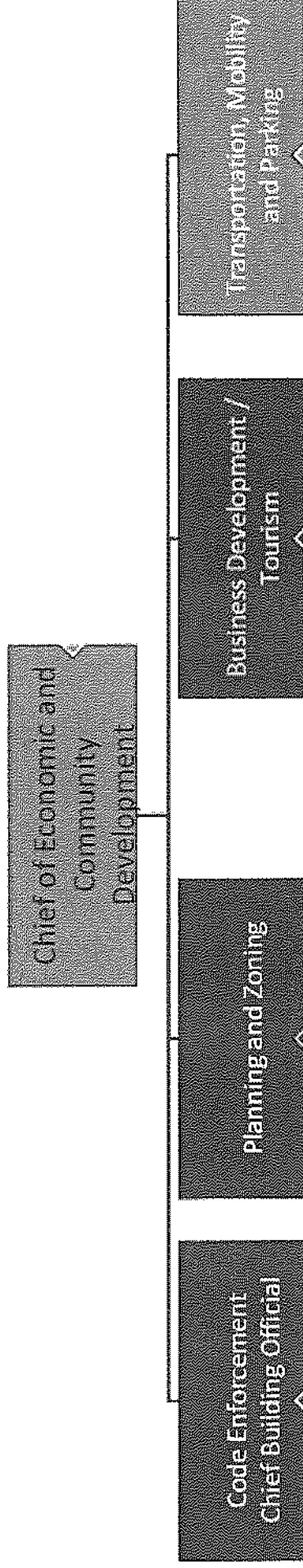




Public Works



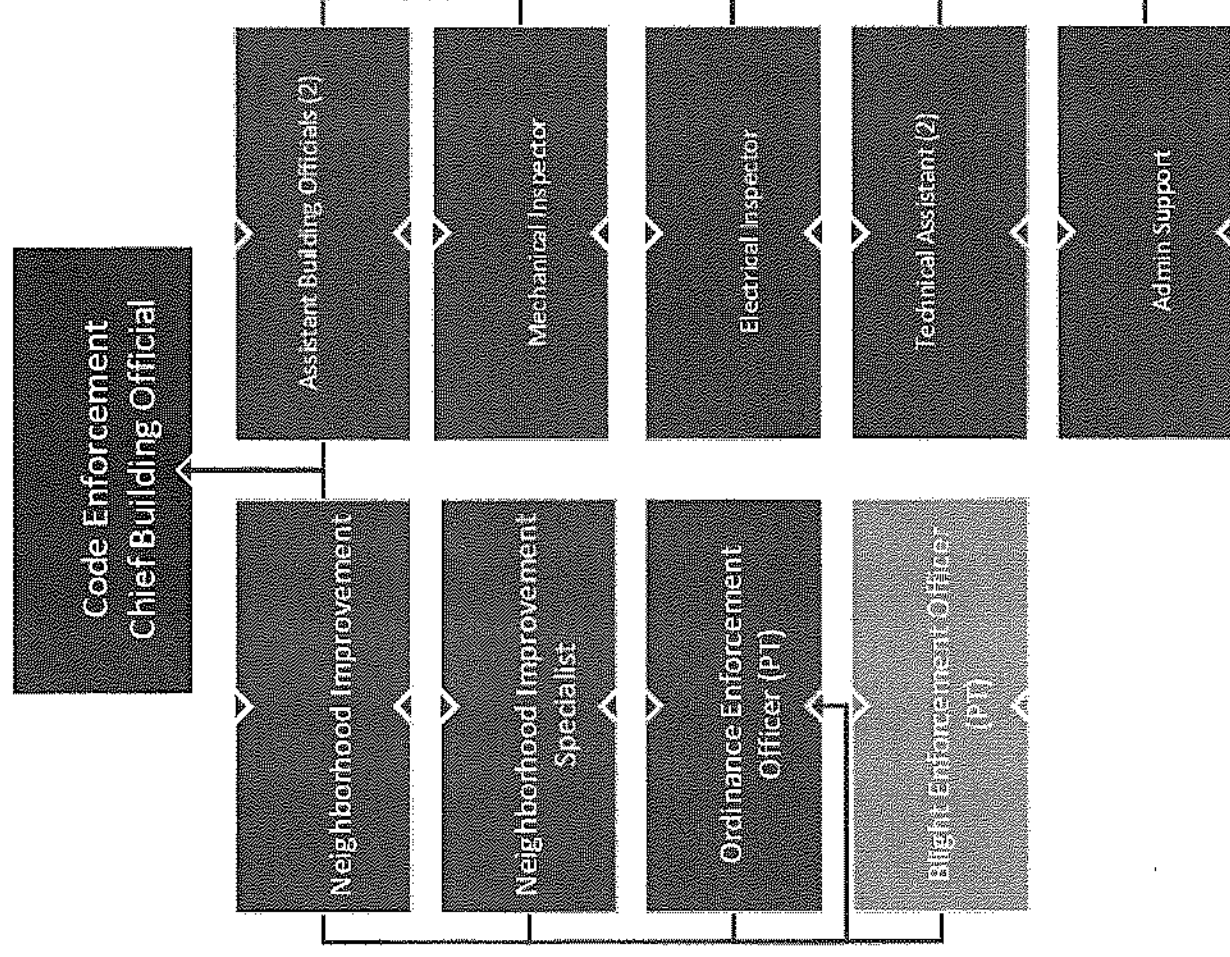
OPERATIONS



- Establishes a main point of contact for Community and Economic Development, allowing for oversight and implementation of all aspects of physical and economic development within the City, including business, retail, housing and neighborhood development.
- Ensures coordination and collaboration between departments with common goals to improve delivery of services.
- Centralized oversight of these departments will lead to better alignment with POCD, improved permitting processes and connectivity of purpose.

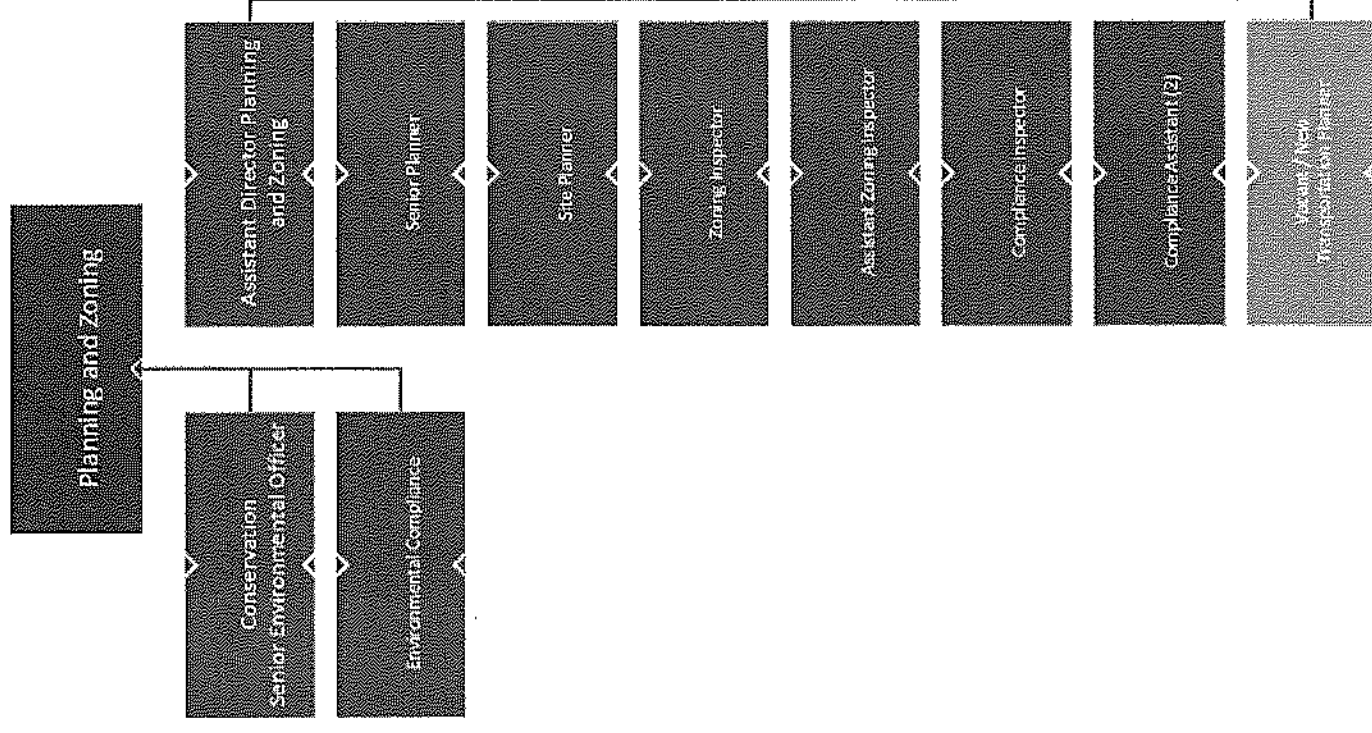
Creates Neighborhood Improvement Team to:

- Increase code enforcement (blight and ordinance violations) by adding additional part time enforcement staff
- Streamline violations for better tracking of ongoing problems
- Coordinate neighborhood improvement efforts (adopt-a-spot, clean-ups, graffiti and litter abatement, etc.) with areas identified by code enforcement officials
- Coordinate state and federal community improvement dollars (CDNG) with identification of neighborhoods in need

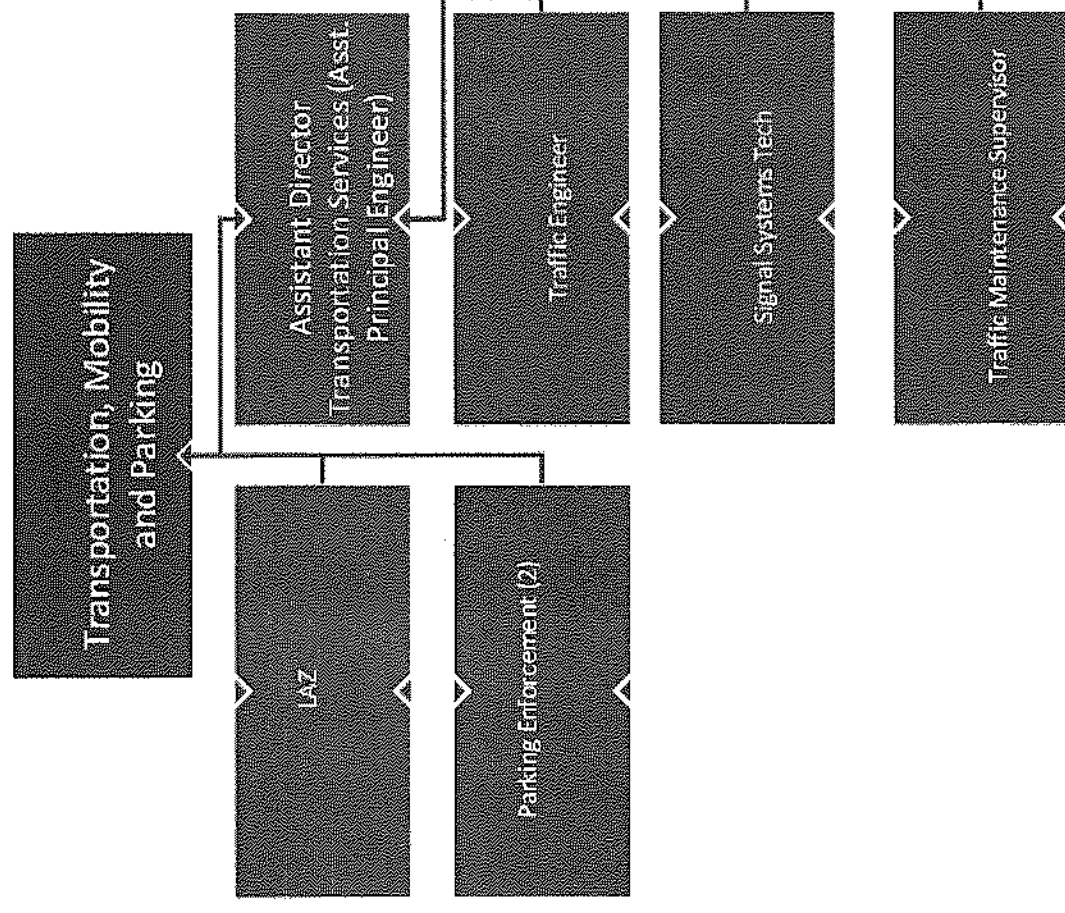


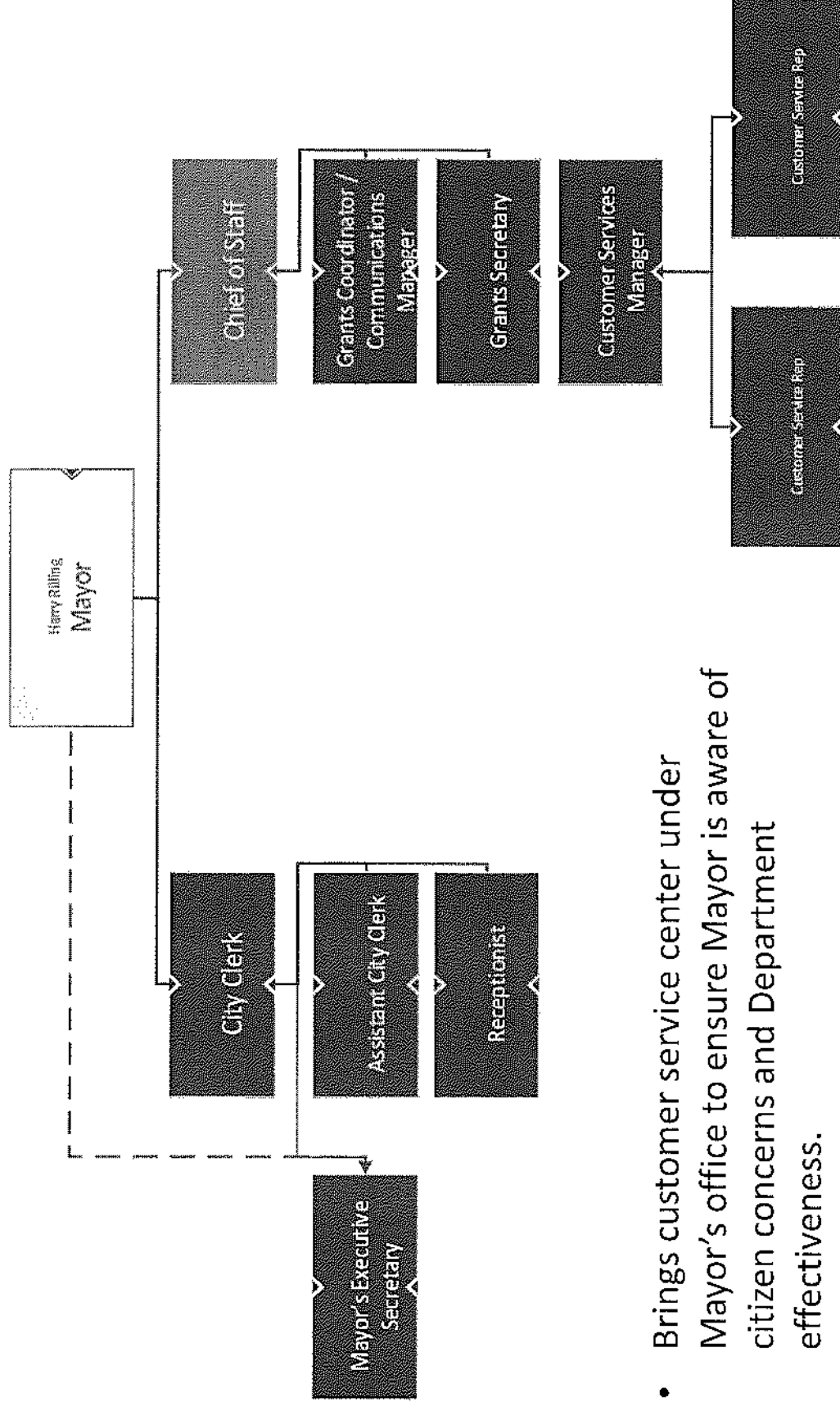
- Brings on Transportation Planner to ensure transportation decisions align with goals of POCD and complement economic development, neighborhood and tourism goals.

- Transportation Planner will work closely with Transportation, Mobility and Parking



- Aligns Transportation, Mobility and Parking with POCD goals rather than focus on engineering. Department will address:
 - Complete Streets
 - Safe Routes to School
 - The Circulator
 - Wayfinding
 - Transit District
 - Connectivity between Merritt 7, SoNo, Wall Street
 - Staffing to Bike/Walk Commission to work on getting trails connected and implemented.
 - Planning for autonomous vehicles
 - And more ...





- Brings customer service center under Mayor's office to ensure Mayor is aware of citizen concerns and Department effectiveness.

Chapter ____: Department of the Chief of Staff

§ ____-1 Office Established.

On and after the effective date hereof, there shall be a Chief of Staff of the City of Norwalk, who shall have all of the powers, duties and responsibilities hereinafter set forth in the ordinance and in the position description for the Chief of Staff of the City of Norwalk as adopted and amended from time to time.

§ ____-2 Appointment.

The Mayor of the City is hereby authorized to appoint and hire a Chief of Staff. The Chief of Staff shall serve at the pleasure of the Mayor and may be removed at any time by the Mayor at his/her discretion. The compensation and benefits of the Chief of Staff shall be detailed in the position description as adopted and amended from time to time.

§ ____-3 Duties, supervision and qualifications.

- A. Generally, advises the Mayor and provides extensive professional assistance and recommendations on City issues to the Mayor and Department Chiefs and performs highly responsible administrative work covering a broad range of municipal activities. This is a professional position requiring extensive experience in government and business and exceptional analytical and communication skills.
- B. The Chief of Staff shall serve under the direction of the Mayor and perform all duties assigned by the Mayor, including those outlined in the position description entitled "Chief of Staff", as maintained by the Human Resources and Personnel Department, which is incorporated by reference as if fully set forth herein, including any additional terms and conditions of employment or duties negotiated or required from time to time when not inconsistent with this ordinance and reasonably necessary to carry out its purposes.

Chapter ____: Economic and Community Development Department

§ ____-1 Office Established.

On and after the effective date hereof, there shall be a Chief of Economic and Community Development of the City of Norwalk, who shall have all of the powers, duties and responsibilities hereinafter set forth in the ordinance and in the position description for the Chief of Economic and Community Development of the City of Norwalk as adopted and amended from time to time.

§ ____-2 Appointment.

The head of the department shall be the Chief of Economic and Community Development. The Mayor is hereby authorized to appoint and hire a Chief of Economic and Community Development who shall be subject to confirmation by the Common Council. The Chief of Economic and Community Development shall serve at the pleasure of the Mayor and may be removed at any time by the Mayor at his/her discretion. The compensation and benefits of the Chief of Economic and Community Development shall be detailed in the position description as adopted and amended from time to time.

§ ____-3 Duties.

- A. The Chief of Economic and Community Development shall be responsible for neighborhood, community and economic development planning and programs; planning and zoning; code enforcement; blight enforcement; business development and tourism, transportation, mobility and parking as well as a liaison to state and federal agencies dealing with these areas; such other related activities as may be assigned to the Chief from time to time by the Mayor or the Common Council; and those outlined in the position description entitled "Chief of Economic and Community Development".
- B. The Chief of Economic and Community Development shall have the general supervision of the operation and management of the several units of the department. The Chief shall be responsible for the presentation of a consolidated budget to the Common Council; the supervision of all employees of the department and the preparation of an annual report of the activities of the entire department of Economic and Community Development.

Chapter 90: Department of Operations and Public Works

[HISTORY: Adopted by the City of Norwalk Common Council 11-9-1993;^[1] amended in its entirety 12-12-2006. Subsequent amendments noted where applicable.]

GENERAL REFERENCES

Parking Authority — See Ch. **73A**.

Public sewers — See Ch. **91**.

Septage disposal — See Ch. **92**.

Collection and disposal of solid waste — See Ch. **94**.

Streets and sidewalks — See Ch. **95**.

Excavations and encroachments — See Ch. **96**.

Excavating and filling of land — See Ch. **97**.

Vehicles and traffic — See Ch. **98**.

Snow emergency — See Ch. **99**.

Water Pollution Control Authority — See Ch. **113**.

[1] *Editor's Note: This ordinance superseded former Ch. 90, Public Works, Department of, adopted 12-12-2006 5-10-1988.*

§ 90-1 Establishment and functions.

There is established a Department of Operations and Public Works which was formerly known as the Department of Public Works.

The functions of which shall include:

- A.** The maintenance and repair of all accepted streets and appurtenances and of public ways and public grounds not under the supervision of others.
- B.** The collection and disposal of solid waste in accordance with state statutes.
- C.** The management and operation of the wastewater treatment plant and collection system. The Chief of Operations and Public Works, who was formerly known as the Director of Public Works, shall have responsible charge, jurisdiction, rights and powers to perform all duties relating to the supervision, operation, repair, maintenance and upkeep of the wastewater system of the City. He/She shall, subject to the orders and directions of the Water Pollution Control Authority, have charge of the sewer system of the Fourth Taxing District and of the care and maintenance thereof and of the construction of all new sewers.
- D.** The preparation, or assistance in the preparation, of plans and specifications for bidding the construction, demolition, repair, renovation or rehabilitation of municipal improvements and all manner of public works projects carried out by the City.
- E.** The supervision and coordination of public improvements carried out by contract to the City of Norwalk and the performance, direction or inspection of actual conduct of all construction work by or on behalf of the City.
- F.** The prevention of encroachment and excavations in the public streets and highways, except in accordance with duly adopted law and regulation.
- G.** The development and administration of a comprehensive program of fleet maintenance services for all City departments, agencies and commissions, with the exception of the Fire Department. The program shall include the acquisition, assignment, disposition, sale and modification of all equipment and related parts and supplies. Acquisition and assignment of police

vehicles shall be the responsibility of the Police Department. Acquisition and assignment of parks maintenance vehicles and equipment shall be the responsibility of this Department.

- H. The control, development, operation and maintenance of a system of public parks and recreational areas and facilities, including narrow parkways, boulevard strips and small areas along streets, now in existence or that may hereafter be acquired; and the control, development, management, operation and maintenance of the Oak Hills Park and all other matters relating thereto shall be under a separate department, as provided by ordinance. Said Department shall be charged with the construction, protection, repair, furnishing, cleaning, heating, lighting and general care of all public buildings, except school buildings and structures under the jurisdiction of the Board of Education, and the water pollution control plants, pump stations and the solid waste transfer station.
- I. The maintenance of playgrounds, playfields, bathing beaches, swimming pools, recreation centers and other recreation and park activities, areas and facilities.
- J. May plan, set up or place and protect and care for flowers, vines, shrubs and trees to adorn and improve public squares, grounds, boulevards, streets, avenues or spaces within the City.
- K. Shall recommend to the Common Council the institution of condemnation proceedings whenever, in its judgment, private property should be taken in the name of the City for the purposes of the Department.
- L. Shall have the right to call upon any other department of the City government for assistance in performing its duties, and it shall be the duty of such other departments to comply with a proper request of said Department. Any questions as to what shall constitute a proper request for assistance shall be decided by the Mayor.

§ 90-2 Chief of Operations and Public Works.

The head of the Department of Operations and Public Works shall be the Chief of Operations and Public Works, who shall be appointed by the Mayor, subject to confirmation by the Common Council, and may be removed by the Mayor at his/her discretion. The Chief shall have had at least five years of applicable executive or administrative experience prior to appointment. His/her compensation shall be fixed by ordinance. He/She shall be licensed to practice professional engineering in the State of Connecticut or shall become certified to do so within six months of assuming the position of Chief of Operations and Public Works. He/She shall have all the powers and duties hitherto conferred or imposed by law, ordinance or Charter provision on the Commissioner of Operations and Public Works and such other duties as may be required of him/her by ordinance.

§ 90-3 Staff.

The Chief is authorized to employ, in compliance with all existing procedures, all necessary assistants and staff for the carrying out of the duties imposed upon him/her by this Code.

§ 90-4 Approval of rates and fees.

- A. The Chief shall, with the concurrence of the Common Council, make and alter, from time to time, rates, fines, penalties and fees with respect to operations of the Department. The Chief shall establish rates, fines, penalties and fees to be charged for the various departmental services and functions and shall submit same, hereinafter referred to as the "Fee Schedule," to the Public Works Committee, which shall hold a public hearing thereon within 30 days. Said public hearing shall be held upon no less than seven nor more than 14 days' notice of the time and place of such hearing, published in the form of a legal advertisement appearing in a newspaper having substantial circulation in the City. Within 30 days of receipt by the City Clerk of notice of the action taken by the Public Works Committee subsequent to such public hearing, the Common Council shall act upon the Fee Schedule. If the Council takes no action within such 30 days, the Fee Schedule shall be deemed approved, and the City Clerk shall issue a notice so stating, which shall be maintained with the records of the Common Council. If the Council votes to disapprove all or a portion of the Fee Schedule, it may itself establish any of such rates, fees, charges or penalties, or may ask the Chief to submit revised proposals to the Common Council.

- B.** The Chief shall recommend to the Water Pollution Control Authority rates, fines, penalties and fees, or alterations to same, with respect to operations of the wastewater collection and treatment system. The Chief shall organize proposed rates, fines, penalties and fees to be charged for the various system services and functions, or alterations to same, into the Fee Schedule and submit to the Water Pollution Control Authority, which shall hold a public hearing thereon within 30 days. Said public hearing shall be held upon no less than seven nor more than 14 days' notice of the time and place of such hearing, published in the form of a legal advertisement appearing in a newspaper having substantial circulation in the City. If the Water Pollution Control Authority votes to disapprove all or a portion of the Fee Schedule, it may itself establish any of such rates, fees, charges or penalties, or may ask the Chief to submit revised proposals to the Common Council. The Chief shall implement the approved Fee Schedule.
- C.** The approved Fee Schedules, as they may be modified from time to time in accordance with the procedure set forth in this section, shall be posted at the City website and in the offices of the City Clerk and the Department of Operations and Public Works at all times and shall be made available for distribution to persons requesting same.

§ 90-5 Principal Engineer.

The Chief shall employ and maintain, as a regular employee, a Principal Engineer of the Department, who shall be a qualified professional civil engineer with at least five years of experience with the design or construction of public works, highways, public utilities and municipal improvements. He/She shall be licensed to practice in the State of Connecticut or shall become certified to do so within six months of assuming the position of Principal Engineer. Said Engineer shall provide professional assistance to the Chief concerning engineering projects and shall supervise the Department's engineering and construction administration staff at the direction of the Chief.

§ 90-6 Duties and responsibilities of Chief.

- A.** The Chief shall cause to be made and prepared all surveys, maps, profiles, calculations, construction documents, drawings and specifications required for the use of the City and shall cause to be performed all surveying and engineering services which may be required of him/her by the Common Council and by each and every department, authority, commission or agency of the City government.
- B.** The Chief shall have the care and custody of all maps and plans of the public works and improvements of the City.
- C.** It shall be the duty of the Chief to record, and keep in such manner that they can easily be examined, all surveys and layouts of streets, sewers and public works for which a manuscript, survey or layout is adopted by the Common Council.
- D.** It shall be the responsibility of the Chief to establish and prepare the necessary standard construction specifications, design standards and manuals required for the operations of the Department, the wastewater collection and treatment system and the parking system, subject to the concurrence of the Public Works Committee of the Common Council, the Water Pollution Control Authority or the Parking Authority.
- E.** The Chief shall be charged with the control, development, operation and maintenance of a system of public parks and recreational areas and facilities now in existence or that may hereafter be acquired as further explained in § 90-1 and § 74-23 through § 74-27.

§ 90-7 Recordkeeping requirements.

- A.** The Chief shall keep a written record of all permits and licenses granted under Chapters **90** through **99** of the Code, and such written record shall at all times be open to inspection.
- B.** The Chief shall keep a detailed and properly classified account of all expenses in his/her Department, which shall at all times be open to inspection.
- C.** The Chief shall at the end of each fiscal year complete a report in writing to the Common Council of all work done and money expended under his/her direction during such period.
- D.** The Chief shall keep a record of complaints made by the public, and shall enter therein all complaints made to him/her concerning streets, highways, sidewalks, gutters, parking facilities, wastewater collection and treatment facilities and public places, and any breach of Chapters **90** through **99** of this Code, together with the action taken by him/her with respect thereto.

§ 90-8 (Reserved)

§ 90-9 Effect on taxing districts.

Nothing in §§ **90-1** through **90-8** shall be construed to affect the buildings, structures and properties belonging to the First, Second, Third or Sixth Taxing Districts of said City or their management and operation. When, in the judgment of the Chief, public safety is or may be adversely affected by work to be performed by the taxing districts, the Chief may at his/her discretion make the requirements of this chapter and any other appropriate chapter applicable to such taxing district.

§ 90-10 Interference with personnel.

No person shall resist, molest, interfere with or disobey the Chief or his/her assistants while engaged in the duty of keeping the streets, sidewalks and public places of the City open and free from obstruction by vehicles, crowds, groups of persons or otherwise.

§ 90-11 Severability.

If any provision, clause or phrase of this Chapter **90** is adjudged by any court of competent jurisdiction to be invalid or if the applicability thereof to any persons or circumstances is held invalid, such judgment shall not invalidate the remainder, and the applicability thereof to other persons or circumstances shall not be affected thereby.

§ 90-12 Repealer.

Any provisions of the Code of the City of Norwalk inconsistent with the provisions of this chapter are hereby repealed to the extent of such inconsistency.

Chapter 90: ~~Public Works~~, Department of ~~Operations and Public Works~~

[HISTORY: Adopted by the City of Norwalk Common Council 11-9-1993;~~[1]~~ amended in its entirety 12-12-2006. Subsequent amendments noted where applicable.]

GENERAL REFERENCES

Parking Authority — See Ch. **73A**.

Publicsewers — See Ch. **91**.

Septage disposal — See Ch. **92**.

Collection and disposal of solid waste — See Ch. **94**.

Streets and sidewalks — See Ch. **95**.

Excavations and encroachments — See Ch. **96**.

Excavating and ~~filling~~ ~~illing~~ of land — See Ch. **97**.

Vehicles and ~~traffic traie~~ — See Ch.

98. Snow emergency — See Ch. **99**.

Water Pollution Control Authority — See Ch. **113**.

[1] *Editor's Note: This ordinance superseded former Ch. 90, Public Works, Department of, adopted 12-12-2006 5-10-1988.*

§ 90-1 Establishment and functions.

There is established a Department of ~~Operations and Public Works~~ which was formerly known as the Department of Public Works.

~~The ,the~~ functions of which shall include:

- A.** The maintenance and repair of all accepted streets and appurtenances and of public ways and public grounds not under the supervision of others.
- B.** The collection and disposal of solid waste in accordance with state statutes.
- C.** The management and operation of the wastewater treatment plant and collection system. The ~~Chief of Operations and Public Works, who was formerly known as the Director of Public Works, Director of Public Works~~ shall have responsible charge, jurisdiction, rights and powers to perform all duties relating to the supervision, operation, repair, maintenance and upkeep of the wastewater system of the City. He/She shall, subject to the orders and directions of the Water Pollution Control Authority, have charge of the sewer system of the Fourth Taxing District and of the care and maintenance thereof and of the construction of all new sewers.
- D.** The preparation, or assistance in the preparation, of plans and specifications for bidding the construction, demolition, repair, renovation or rehabilitation of municipal improvements and all manner of public works projects carried out by the City.
- E.** The supervision and coordination of public improvements carried out by contract to the City of Norwalk and the performance, direction or inspection of actual conduct of all construction work by or on behalf of the City.
- F.** ~~The analysis, planning, recommendations, execution and furnishing of other assistance to the Traie Authority with respect to traie safety and control, on-street parking facilities, installation and maintenance of traie control devices, street and safety signage, and roadway safety markings and related aspects of the above functions assigned to the Department by ordinance. These functions were moved to Transporation, Mobility and Parking.~~
- G.** ~~The analysis, planning, recommendations, execution and furnishing of other assistance to the Parking Authority with respect to all City parking facilities and operations. These functions were moved to Transporation, Mobility and Parking.~~
- H.F.** The prevention of encroachment and excavations in the public streets and highways, except in accordance with duly adopted law and regulation.
- I.** ~~The acceptance and abandonment of streets and highways. These functions were moved to Transporation, Mobility and~~
Parking.

~~J. The establishment of snow emergency routes and rules for parking thereon during declared snow emergencies. These functions were moved to Transporation, Mobility and Parking.~~

K.G. The development and administration of a comprehensive program of fleet maintenance services for all City departments, agencies and commissions, with the exception of the Fire Department. The program shall include the acquisition, assignment, disposition, sale and modification of all equipment and related parts and supplies. Acquisition and assignment of police

vehicles shall be the responsibility of the Police Department. Acquisition and assignment of parks maintenance vehicles and equipment shall be the responsibility of ~~the Parks and Recreation Department.~~ this Department.

- H. The control, development, operation and maintenance of a system of public parks and recreational areas and facilities, including narrow parkways, boulevard strips and small areas along streets, now in existence or that may hereafter be acquired; and the control, development, management, operation and maintenance of the Oak Hills Park and all other matters relating thereto shall be under a separate department, as provided by ordinance. Said Department shall be charged with the construction, protection, repair, furnishing, cleaning, heating, lighting and general care of all public buildings, except school buildings and structures under the jurisdiction of the Board of Education, and the water pollution control plants, pump stations and the solid waste transfer station.
- I. The maintenance of playgrounds, playfields, bathing beaches, swimming pools, recreation centers and other recreation and park activities, areas and facilities.
- J. May plan, set up or place and protect and care for flowers, vines, shrubs and trees to adorn and improve public squares, grounds, boulevards, streets, avenues or spaces within the City.
- K. Shall recommend to the Common Council the institution of condemnation proceedings whenever, in its judgment, private property should be taken in the name of the City for the purposes of the Department.
- L. Shall have the right to call upon any other department of the City government for assistance in performing its duties, and it shall be the duty of such other departments to comply with a proper request of said Department. Any questions as to what shall constitute a proper request for assistance shall be decided by the Mayor.

§ 90-2 ~~Director~~ Chief of Operations and Public Works.

The head of the Department of Operations and Public Works shall be the Chief of Operations and Public Works ~~Director~~, who shall be appointed by the Mayor, subject to confirmation by the Common Council, and may be removed by the Mayor at his/her discretion. The ~~Chief Director~~ shall have had at least five years of applicable executive or administrative experience prior to appointment. His/her compensation shall be fixed by ordinance. He/She shall be licensed to practice professional engineering in the State of Connecticut or shall become certified to do so within six months of assuming the position of ~~Chief Director~~ of Operations and Public Works. He/She shall have all the powers and duties hitherto conferred or imposed by law, ordinance or Charter provision on the Commissioner of Operations and Public Works and such other duties as may be required of him/her by ordinance.

§ 90-3 Staff.

The ~~Chief Director~~ is authorized to employ, in compliance with all existing procedures, all necessary assistants and staff for the carrying out of the duties imposed upon him/her by this Code.

§ 90-4 Approval of rates and fees.

- A. The ~~Chief Director~~ shall, with the concurrence of the Common Council, make and alter, from time to time, rates, fines, penalties and fees with respect to operations of the Department. The ~~Chief Director~~ shall establish rates, fines, penalties and fees to be charged for the various departmental services and functions and shall submit same, hereinafter referred to as the "Fee Schedule," to the Public Works Committee, which shall hold a public hearing thereon within 30 days. Said public hearing shall be held upon no less than seven nor more than 14 days' notice of the time and place of such hearing, published in the form of a legal advertisement appearing in a newspaper having substantial circulation in the City. Within 30 days of receipt by the City Clerk of notice of the action taken by the Public Works Committee subsequent to such public hearing, the Common Council shall act upon the Fee Schedule. If the Council takes no action within such 30 days, the Fee Schedule shall be deemed approved, and the City Clerk shall issue a notice so stating, which shall be maintained with the records of the Common Council. If the Council votes to disapprove all or a portion of the Fee Schedule, it may itself establish any of such rates, fees, charges or penalties, or may ask the ~~Chief Director~~ to submit revised proposals to the Common Council.

§ 90-5 Principal Engineer.

- B.** The ~~Chief Director~~ shall recommend to the Water Pollution Control Authority rates, fines, penalties and fees, or alterations to same, with respect to operations of the wastewater collection and treatment system. The ~~Chief Director~~ shall organize proposed rates, fines, penalties and fees to be charged for the various system services and functions, or alterations to same, into the Fee Schedule and submit to the Water Pollution Control Authority, which shall hold a public hearing thereon within 30 days. Said public hearing shall be held upon no less than seven nor more than 14 days' notice of the time and place of such hearing, published in the form of a legal advertisement appearing in a newspaper having substantial circulation in the City. If the Water Pollution Control Authority votes to disapprove all or a portion of the Fee Schedule, it may itself establish any of such rates, fees, charges or penalties, or may ask the ~~Chief Director~~ to submit revised proposals to the Common Council. The ~~Chief Director~~ shall implement the approved Fee Schedule.

~~C. The Director shall recommend to the Parking Authority rates, fines, penalties and fees, or alterations to same, with respect to operations of the parking system. The Director shall organize proposed rates, fines, penalties and fees to be charged for the various system services and functions, or alterations to same, into the Fee Schedule and submit to the Parking Authority, which shall hold a public hearing thereon within 30 days. Said public hearing shall be held upon no less than seven nor more than 14 days' notice of the time and place of such hearing, published in the form of a legal advertisement appearing in a newspaper having substantial circulation in the City. If the Parking Authority votes to disapprove all or a portion of the Fee Schedule, it may itself establish any of such rates, fees, charges or penalties, or may ask the Director to submit revised proposals to the Common Council. The Director shall implement the approved Fee Schedule. These functions were moved to Transporation, Mobility and Parking.~~

- D.C.** The approved Fee Schedules, as they may be modified from time to time in accordance with the procedure set forth in this section, shall be posted at the City website and in the ~~offices oices~~ of the City Clerk and the Department of ~~Operations and Public Works~~ at all times and shall be made available for distribution to persons requesting same.

§ 90-5 Principal Engineer.

The ~~Chief Director~~ shall employ and maintain, as a regular employee, a Principal Engineer of the Department, who shall be a qualified professional civil engineer with at least five years of experience with the design or construction of public works, highways, public utilities and municipal improvements. He/She shall be licensed to practice in the State of Connecticut or shall become certified to do so within six months of assuming the position of Principal Engineer. Said Engineer shall provide professional assistance to the ~~Chief Director~~ concerning engineering projects and shall supervise the Department's engineering and construction administration staff at the direction of the ~~Chief Director~~.

§ 90-6 Duties and ~~responsibilities~~ ~~responsibilities~~ of ~~Chief Director~~.

- A. The ~~Chief Director~~ shall cause to be made and prepared all surveys, maps, profiles, calculations, construction documents, drawings and specifications required for the use of the City and shall cause to be performed all surveying and engineering services which may be required of him/her by the Common Council and by each and every department, authority, commission or agency of the City government.
- B. The ~~Chief Director~~ shall have the care and custody of all maps and plans of the public works and improvements of the City.
- C. It shall be the duty of the ~~Chief Director~~ to record, and keep in such manner that they can easily be examined, all surveys and layouts of streets, sewers and public works for which a manuscript, survey or layout is adopted by the Common Council.
- D. It shall be the responsibility of the ~~Chief Director~~ to establish and prepare the necessary standard construction specifications, design standards and manuals required for the operations of the Department, the wastewater collection and treatment system and the parking system, subject to the concurrence of the Public Works Committee of the Common Council, the Water Pollution Control Authority or the Parking Authority.
- D.E. The Chief shall be charged with the control, development, operation and maintenance of a system of public parks and recreational areas and facilities now in existence or that may hereafter be acquired as further explained in § 90-1 and § 74-23 through § 74-27.

§ 90-7 Recordkeeping requirements.

- A. The ~~Chief Director~~ shall keep a written record of all permits and licenses granted under Chapters 90 through 99 of the Code, and such written record shall at all times be open to inspection.
- B. The ~~Chief Director~~ shall keep a detailed and properly classified account of all expenses in his/her Department, which shall at all times be open to inspection.
- C. The ~~Chief Director~~ shall at the end of each fiscal year complete a report in writing to the Common Council of all work done and money expended under his/her direction during such period.
- D. The ~~Chief Director~~ shall keep a record of complaints made by the public, and shall enter therein all complaints made to him/her concerning streets, highways, sidewalks, gutters, parking facilities, wastewater collection and treatment facilities and public places, and any breach of Chapters 90 through 99 of this Code, together with the action taken by him/her with respect thereto.

§ 90-8 (Reserved)

§ 90-9 Effect on taxing districts.

Nothing in §§ 90-1 through 90-8 shall be construed to affect the buildings, structures and properties belonging to the First, Second, Third or Sixth Taxing Districts of said City or their management and operation. When, in the judgment of the ~~Chief Director~~, public safety is or may be adversely affected by work to be performed by the taxing districts, the ~~Chief Director~~ may at his/her discretion make the requirements of this chapter and any other appropriate chapter applicable to such taxing district.

§ 90-10 Interference with personnel.

No person shall resist, molest, interfere with or disobey the ~~Chief Director~~ or his/~~her~~ assistants while engaged in the duty of keeping the streets, sidewalks and public places of the City open and free from obstruction by vehicles, crowds, groups of persons or otherwise.

If any provision, clause or phrase of this Chapter **90** is adjudged by any court of competent jurisdiction to be invalid or if the applicability thereof to any persons or circumstances is held invalid, such judgment shall not invalidate the remainder, and the applicability thereof to other persons or circumstances shall not be affected thereby.

§ 90-12 Repealer.

Any provisions of the Code of the City of Norwalk inconsistent with the provisions of this chapter are hereby repealed to the extent of such inconsistency.

Article III: Department of Recreation and Parks

[Adopted 8-28-1979]¹

[1] Editor's Note: This ordinance also repealed former Article III, Recreation and Park Commission, adopted 6-20-1961, effective 9-1-1961, as amended.

§ 74-23 Establishment; powers and duties.

There is hereby established in the City of Norwalk a Department of Recreation and Parks.

- A. The Department shall be charged with the control, development, management, operation and maintenance of a system of public parks and recreational areas and facilities now in existence or that may hereafter be acquired, except (1) narrow parkways, boulevard strips and small areas along streets, which shall be under the jurisdiction of the Department of Public Works, and (2) the control, development, management, operation and maintenance of the Oak Hills Park and all other matters relating thereto, which, shall be under a separate department, as provided by ordinance. Said Department shall be charged with the construction, protection, repair, furnishing, cleaning, heating, lighting and general care of all public buildings on City parkland, except school buildings and structures under the jurisdiction of the Board of Education, and the water pollution control plants, pump stations and the solid waste transfer station.
[Amended 7-27-1982]
- B. The Department shall be charged with the supervision and maintenance of playgrounds, playfields, bathing beaches, swimming pools, recreation centers and other recreation and park activities, areas and facilities.
- C. The Department shall have the authority to conduct outdoor and indoor recreation activities and facilities on public school grounds and in public school buildings, provided that planned school activities under the jurisdiction of the Board of Education shall have priority.
- D. The Department, with the approval of the Common Council, shall have the authority to conduct, at reasonable charges, such facilities for amusement, entertainment, refreshment or transportation of the public as are suitable for park and recreation purposes.
- E. The Department may plan, set up or place and protect and care for flowers, vines, shrubs and trees to adorn and improve public squares, grounds, boulevards, streets, avenues or spaces within the city.
- F. The Department shall recommend to the Common Council the institution of condemnation proceedings whenever, in its judgment, private property should be taken in the name of the city for the purposes of the Department.
- G. The Department shall have the right to call upon any other department of the city government for assistance in performing its duties, and it shall be the duty of such other departments to comply with a proper request of said Department. Any questions as to what shall constitute a proper request for assistance shall be decided by the Mayor.
- H. The Department shall exercise such other duties as are conferred on it by ordinance and shall perform such special functions and assignments as the Mayor and Council may from time to time direct.

§ 74-24 Director.

- A. The head of the Department of Recreation and Parks shall be the Director of Recreation and Parks, who shall be in charge of and responsible for the operation of the Department in carrying out its functions and duties as set forth in this ordinance. He/She shall be appointed by the Mayor, subject to confirmation by the Common Council, for a term of four years and may at the beginning of a term be made subject to a probationary period of service, after which he/she may be removed during the term only for good cause. The Director reports to the Chief of Operations and Public Works. The Director so appointed upon the adoption of this ordinance shall serve until January 1, 1982; thereafter the term of the Director shall expire on January 1 at intervals of four years.

- B. The Director of Recreation and Parks shall have substantial training and experience in recreation and park management and qualifications conforming to such formal job description as may be adopted by the Common Council. His/Her compensation shall be fixed by ordinance. He/She shall not, without the express consent of the Mayor, engage in any business or hold any office, public or private, for which a salary or emolument is paid.

[Amended 10-22-1985]

- C. ^[1]The Director shall recommend such personnel positions as are required to carry out the duties and responsibilities assigned to the Department pursuant to this ordinance. The number, duties, responsibilities and salaries of such personnel positions shall be set forth in written job specifications, approved by the Common Council, and shall further be subject to such other approval of the Board of Estimate as may be required by law. The Director may appoint and may remove individual assistants and employees of the Department in accordance with city policies and procedures. The Mayor shall have the authority to make temporary reassignments of Department employees to duties in other city departments during seasonal periods when the Department workload shall warrant such reassignment.

[1] *Editor's Note: Former Subsection C was repealed 10-22-1985. This legislation also provided for the redesignation of former Subsection D as the present Subsection C.*

§ 74-25 Adoption of additional regulations; violations and penalties. ^[1]

[Amended 10-22-1985]

The Common Council may from time to time adopt such additional rules and regulations as it shall deem necessary for the proper administration of beaches, parks and recreational programs within the City in the following manner:

- A. Prior to adopting any such rules and regulations, the Common Council, or a committee thereof, shall conduct a public hearing for the purpose of considering their adoption. Notice of the time and place of such public hearing, which notice shall include the rules or regulations proposed, shall be published twice in a local newspaper having substantial circulation in the City of Norwalk at least five days, but not more than 15 days, prior to the date of said hearing.
- B. Following such public hearing, the Council shall act upon such rules and may make such changes or alterations in the form or content of the proposed rules and regulations as seem appropriate or necessary as a result of the public hearing held in connection therewith. Such changes, additions or alterations shall not require further public notice.
- C. Such rules shall become effective after publication once in a local newspaper having substantial circulation in the City of Norwalk within 21 days following Council approval.
- D. Any person who shall violate any of the rules and regulations adopted by the Common Council, as above provided, shall be fined not more than \$100; and the Department shall also proceed against any violator, as provided by law, for reimbursement for damage to city property from his/her violation.

[1] *Editor's Note: Former § 74-25, Commission, was repealed 10-22-1985. This legislation also provided for the renumbering of the remaining sections in the chapter.*

§ 74-26 Fees.

[Amended 10-22-1985]

- A. The Director shall, with the concurrence of the Council and after a public hearing, set fees as may be appropriated for the use of city parks and recreational facilities. Said public hearing shall be held upon no less than five nor more than 15 days' notice of the time and place of such hearing, and said notice shall be published in the form of a legal advertisement appearing in a newspaper having a substantial circulation in the City of Norwalk. All fees shall be deposited with the general fund of the City of Norwalk. Fees set by the Director for participation in individual programs and events shall not be subject to the provisions of this section.

- B. The Director may, with the concurrence of the Council, establish such regulations as are appropriate for the administration
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of the provisions of this section.

§ 74-27 Severability; when effective.

- A. The provisions of this ordinance shall supersede all ordinances or parts thereof inconsistent herewith. If any part of this ordinance shall be declared invalid by a court of competent jurisdiction, all other parts shall remain in effect.
- B. This ordinance shall take effect upon adoption and compliance with the provisions of § 1-193 of the Code of the City of Norwalk.

Article III: Department of Recreation and Parks

[Adopted 8-28-1979^[1]]

[1] *Editor's Note: This ordinance also repealed former Art. III, Recreation and Park Commission, adopted 6-20-1961, effective 9-1-1961, as amended.*

§ 74-23 Establishment; powers and duties.

There is hereby established in the City of Norwalk a Department of Recreation and Parks.

- A. The Department shall be charged with the control, development, management, operation and maintenance of a system of public parks and recreational areas and facilities now in existence or that may hereafter be acquired, except (1) narrow parkways, boulevard strips and small areas along streets, which shall be under the jurisdiction of the Department of Public Works; and (2) the control, development, management, operation and maintenance of the Oak Hills Park and all other matters relating thereto, which, shall be under a separate department, as provided by ordinance. Said Department shall be charged with the construction, protection, repair, furnishing, cleaning, heating, lighting and general care of all public buildings on City parkland, except school buildings and structures under the jurisdiction of the Board of Education, and the water pollution control plants, pump stations and the solid waste transfer station.
[Amended 7-27-1982]
- B. The Department shall be charged with the supervision and maintenance of playgrounds, playfields, bathing beaches, swimming pools, recreation centers and other recreation and park activities, areas and facilities.
- C. The Department shall have the authority to conduct outdoor and indoor recreation activities and facilities on public school grounds and in public school buildings, provided that planned school activities under the jurisdiction of the Board of Education shall have priority.
- D. The Department, with the approval of the Common Council, shall have the authority to conduct, at reasonable charges, such facilities for amusement, entertainment, refreshment or transportation of the public as are suitable for park and recreation purposes.
- E. The Department may plan, set up or place and protect and care for flowers, vines, shrubs and trees to adorn and improve public squares, grounds, boulevards, streets, avenues or spaces within the city.
- F. The Department shall recommend to the Common Council the institution of condemnation proceedings whenever, in its judgment, private property should be taken in the name of the city for the purposes of the Department.
- G. The Department shall have the right to call upon any other department of the city government for assistance in performing its duties, and it shall be the duty of such other departments to comply with a proper request of said Department. Any questions as to what shall constitute a proper request for assistance shall be decided by the Mayor.
- H. The Department shall exercise such other duties as are conferred on it by ordinance and shall perform such special functions and assignments as the Mayor and Council may from time to time direct.

§ 74-24 Director.

- A. The head of the Department of Recreation and Parks shall be the Director of Recreation and Parks, who shall be in charge of and responsible for the operation of the Department in carrying out its functions and duties as set forth in this ordinance. He/She shall be appointed by the Mayor, subject to confirmation by the Common Council, for a term of four years and may at the beginning of a term be made subject to a probationary period of service, after which he/she may be removed during the term only for good cause. The Director reports to the Chief of Operations and Public Works. The Director so appointed upon the adoption of this ordinance shall serve until January 1, 1982; thereafter the term of the

Director shall expire on January 1 at intervals of four years.

- B. The Director of Recreation and Parks shall have substantial training and experience in recreation and park management and qualifications conforming to such formal job description as may be adopted by the Common Council. His/~~Her~~ compensation shall be fixed by ordinance. He/~~She~~ shall not, without the express consent of the Mayor, engage in any business or hold any ~~office-eice~~, public or private, for which a salary or emolument is paid.
[Amended 10-22-1985]

- C. ^[1]The Director shall recommend such personnel positions as are required to carry out the duties and responsibilities assigned to the Department pursuant to this ordinance. The number, duties, responsibilities and salaries of such personnel positions shall be set forth in written job specifications, approved by the Common Council, and shall further be subject to such other approval of the Board of Estimate as may be required by law. The Director may appoint and may remove individual assistants and employees of the Department in accordance with city policies and procedures. The Mayor shall have the authority to make temporary reassignments of Department employees to duties in other city departments during seasonal periods when the Department workload shall warrant such reassignment.

[1] *Editor's Note: Former Subsection C was repealed 10-22-1985. This legislation also provided for the redesignation of former Subsection D as the present Subsection C.*

§ 74-25 Adoption of additional regulations; violations and penalties. ^[1]

[Amended 10-22-1985]

The Common Council may from time to time adopt such additional rules and regulations as it shall deem necessary for the proper administration of beaches, ~~parks and recreational programs within the City and parks~~ in the following manner:

- A. Prior to adopting any such rules and regulations, the Common Council, or a committee thereof, shall conduct a public hearing for the purpose of considering their adoption. Notice of the time and place of such public hearing, which notice shall include the rules or regulations proposed, shall be published twice in a local newspaper having substantial circulation in the City of Norwalk at least five days, but not more than 15 days, prior to the date of said hearing.
- B. Following such public hearing, the Council shall act upon such rules and may make such changes or alterations in the form or content of the proposed rules and regulations as seem appropriate or necessary as a result of the public hearing held in connection therewith. Such changes, additions or alterations shall not require further public notice.
- C. Such rules shall become effective after publication once in a local newspaper having substantial circulation in the City of Norwalk within 21 days following Council approval.
- D. Any person who shall violate any of the rules and regulations adopted by the Common Council, as above provided, shall be fined not more than \$100; and the Department shall also proceed against any violator, as provided by law, for reimbursement for damage to city property from his/~~her~~ violation.

[1] *Editor's Note: Former § 74-25, Commission, was repealed 10-22-1985. This legislation also provided for the renumbering of the remaining sections in the chapter.*

§ 74-26 Fees.

[Amended 10-22-1985]

- A. The Director shall, with the concurrence of the Council and after a public hearing, set fees as may be appropriated for the use of city parks and recreational facilities. Said public hearing shall be held upon no less than five nor more than 15 days' notice of the time and place of such hearing, and said notice shall be published in the form of a legal advertisement appearing in a newspaper having a substantial circulation in the City of Norwalk. All fees shall be deposited with the general fund of the City of Norwalk. Fees set by the Director for participation in individual programs and events shall not be subject to the provisions of this section.
- B. The Director may, with the concurrence of the Council, establish such regulations as are appropriate for the administration of the provisions of this section.

§ 74-27 Severability; when effective.

- A. The provisions of this ordinance shall supersede all ordinances or parts thereof inconsistent herewith. If any part of this ordinance shall be declared invalid by a court of competent jurisdiction, all other parts shall remain in effect.
- B. This ordinance shall take effect upon adoption and compliance with the provisions of § 1-193 of the Code of the City of Norwalk.

City of Norwalk, Connecticut
AD HOC COMMITTEE REORGANIZATION **REVISED** PROPOSAL
August 9, 2018

AD HOC COMMITTEE PROPOSAL

Department Head		Supervisor		Not currently a General Fund FTE					
Organization	Position	Count	Budget	Change	Count	Proposed	Comments		
Mayor		1	\$ 147,043	\$ -	1	\$ 147,043	No Changes		
	Department Total	1	\$ 147,043	\$ -	1	\$ 147,043			
Chief of Staff		1	\$ 103,964	\$ 36,036	1	\$ 140,000	Previously Assistant to Mayor		
Mayor	Mayor's Executive Secretary	1	\$ 71,725	\$ -	1	\$ 71,725	Previously City Clerk Org		
City Clerk	City Clerk	1	\$ 84,466	\$ -	1	\$ 84,466	Previously City Clerk Org		
City Clerk	Administrative Support II	1	\$ 61,384	\$ -	1	\$ 61,384	Previously City Clerk Org		
City Clerk	Assistant City Clerk	1	\$ 68,698	\$ -	1	\$ 68,698	Previously City Clerk Org		
Grants	Communications Manager Grants Coord.	1	\$ 101,357	\$ (32,527)	1	\$ 68,830	Previously Grants Coordinator in Mayor's O		
Grants	Administrative Secretary II	1	\$ 67,680	\$ -	1	\$ 67,680	Previously in City Clerk's Org		
Customer Service	Customer Service Manager	1	\$ 86,508	\$ -	1	\$ 86,508	Previously in DPW Org		
Customer Service	Customer Service Representative	2	\$ 103,710	\$ -	2	\$ 103,710	Previously in DPW Org		
	Department Total	10	\$ 754,492	\$ 3,509	10	\$ 758,001			
Corporation Counsel		1	\$ 117,176	\$ -	1	\$ 117,176	Part Time		
	Assistant Corporation Counsel P/T	1	\$ 94,481	\$ -	1	\$ 94,481			
	Assistant Corporation Counsel	3	\$ 386,513	\$ -	3	\$ 386,513			
	Assistant Legal Secretary	1	\$ 64,466	\$ -	1	\$ 64,466			
	Associate Corporation Counsel	1	\$ 71,673	\$ -	1	\$ 71,673			
	Deputy Corporation Counsel	1	\$ 163,301	\$ -	1	\$ 163,301			
	Senior Legal Secretary	2	\$ 156,714	\$ -	2	\$ 156,714			
	Department Total	10	\$ 1,054,324	\$ -	10	\$ 1,054,324			
Chief Financial Officer		1	\$ 165,611	\$ 9,389	1	\$ 175,000	Previously Director of Finance		
Accounting & Treasury	New Comptroller	1	\$ 155,912	\$ -	1	\$ 155,912			
Accounting & Treasury	Account Clerk II	9	\$ 203,040	\$ -	9	\$ 203,040			
Accounting & Treasury	Accountant	1	\$ 74,639	\$ -	1	\$ 74,639			
Accounting & Treasury	Administrative Support II	1	\$ 61,384	\$ -	1	\$ 61,384			
Accounting & Treasury	Budget Analyst/Accountant	1	\$ 95,245	\$ -	1	\$ 95,245			
Accounting & Treasury	Payroll & Accounts Payable Supervisor	1	\$ 78,357	\$ -	1	\$ 78,357			
Accounting & Treasury	Principal Accountant	1	\$ 113,972	\$ -	1	\$ 113,972			
Management & Budgets	Director of Management & Budgets	1	\$ 136,575	\$ -	1	\$ 136,575			
Management & Budgets	Assistant Dir. Management & Budgets	1	\$ 110,807	\$ -	1	\$ 110,807			
Management & Budgets	Executive Secretary	1	\$ 74,639	\$ -	1	\$ 74,639			
Management & Budgets	Risk Manager	1	\$ 97,831	\$ -	1	\$ 97,831			
Purchasing	Purchasing Agent	1	\$ 117,142	\$ -	1	\$ 117,142			
Purchasing	Administrative Support I	1	\$ 55,689	\$ -	1	\$ 55,689			
Purchasing	Buyer	1	\$ 64,466	\$ -	1	\$ 64,466			
Purchasing	Purchasing Officer	1	\$ 86,872	\$ -	1	\$ 86,872			
Tax Assessor	Assessor	1	\$ 149,400	\$ -	1	\$ 149,400			
Tax Assessor	Administrative Assessment Technician	1	\$ 61,384	\$ -	1	\$ 61,384			
Tax Assessor	Assessment Analyst	3	\$ 224,091	\$ -	3	\$ 224,091			
Tax Assessor	Assessment Clerk	2	\$ 116,912	\$ -	2	\$ 116,912			
Tax Assessor	Assessment Data Technician	1	\$ 67,680	\$ -	1	\$ 67,680			
Tax Assessor	Assessment Technician I	1	\$ 71,095	\$ -	1	\$ 71,095			
Tax Assessor	Assistant Assessor	1	\$ 120,308	\$ -	1	\$ 120,308			
Tax Collector	Tax Collector	1	\$ 141,566	\$ -	1	\$ 141,566			
Tax Collector	Assistant Tax Collector	1	\$ 113,576	\$ -	1	\$ 113,576			
Tax Collector	Cashier/Clerk	1	\$ 53,021	\$ -	1	\$ 53,021			
Tax Collector	Delinquent Tax Collector	1	\$ 90,386	\$ -	1	\$ 90,386			
Tax Collector	Sr Cashier	1	\$ 67,680	\$ -	1	\$ 67,680			
Tax Collector	Supervisor of Data Records	2	\$ 122,768	\$ -	2	\$ 122,768			
Tax Collector	Tax Administrative Aide I	1	\$ 164,341	\$ -	1	\$ 164,341	Previously in IT Org		
Information Technology	Director of Information Technology	1	\$ 105,004	\$ -	1	\$ 105,004	Previously in IT Org		
Information Technology	Database Administrator/Programmer	2	\$ 129,556	\$ -	2	\$ 129,556	Previously in IT Org		
Information Technology	Desktop Support Technician	1	\$ 99,997	\$ -	1	\$ 99,997	Previously in IT Org		
Information Technology	E-Government Coordinator	1	\$ 115,780	\$ -	1	\$ 115,780	Previously in IT Org		
Information Technology	Manager, Citywide Applications	1	\$ 105,004	\$ -	1	\$ 105,004	Previously in IT Org		
Information Technology	Network Engineer	2	\$ 195,708	\$ -	2	\$ 195,708	Previously in IT Org		
Information Technology	Senior Systems Engineer	1	\$ 105,004	\$ -	1	\$ 105,004	Previously in IT Org		
Information Technology	Sr. Systems Engineer - Public Safety	1	\$ 105,004	\$ -	1	\$ 105,004	Previously in IT Org		
	Department Total	46	\$ 4,180,082	\$ 9,389	46	\$ 4,189,471			
Chief of Police		1	\$ 147,128	\$ -	1	\$ 147,128	No Changes		
Administration	Deputy Chief	2	\$ 268,558	\$ -	2	\$ 268,558			
Administration	Police Lieutenant	1	\$ 107,128	\$ -	1	\$ 107,128			
Administration	Executive Secretary	1	\$ 74,639	\$ -	1	\$ 74,639			
Administration	Administrative Manager	1	\$ 109,358	\$ -	1	\$ 109,358			
Administrative Services	Information Specialist	1	\$ 71,095	\$ -	1	\$ 71,095			
Alarm Administration	Dog Warden	1	\$ 74,639	\$ -	1	\$ 74,639			
Animal Control	Assistant Dog Warden	1	\$ 71,095	\$ -	1	\$ 71,095			
Animal Control	Animal Control	1	\$ 61,467	\$ -	1	\$ 61,467			
Animal Control	Animal Control	1	\$ 61,467	\$ -	1	\$ 61,467			
Bldg. Mntnc. - New Police Station	Custodian	1	\$ 61,467	\$ -	1	\$ 61,467			
Communications/911	Public Safety Telecommunicator II	12	\$ 926,918	\$ -	12	\$ 926,918			
Communications/911	Dispatch Supervisor	6	\$ 556,584	\$ -	6	\$ 556,584			
Communications/911	Public Safety Telecommunicator I	6	\$ 392,617	\$ -	6	\$ 392,617			
Community Policing	Police Officer	7	\$ 572,647	\$ -	7	\$ 572,647			
Community Policing	Sergeant	2	\$ 195,822	\$ -	2	\$ 195,822			
Community Policing	Police Lieutenant	1	\$ 107,128	\$ -	1	\$ 107,128			
Court Officer	Police Officer	1	\$ 81,521	\$ -	1	\$ 81,521			
Data Entry	Administrative Support I	2	\$ 111,378	\$ -	2	\$ 111,378			
Detective Bureau	Detective	14	\$ 1,274,446	\$ -	14	\$ 1,274,446			
Detective Bureau	Sergeant	8	\$ 292,933	\$ -	8	\$ 292,933			
Detective Bureau	Police Lieutenant	1	\$ 107,728	\$ -	1	\$ 107,728			
Detective Bureau	Police Officer	1	\$ 81,521	\$ -	1	\$ 81,521			
Extra Work	Administrative Support I	1	\$ 58,461	\$ -	1	\$ 58,461			
Fleet Support	Police Lieutenant	1	\$ 107,928	\$ -	1	\$ 107,928			
Identification	Police Lieutenant	1	\$ 107,928	\$ -	1	\$ 107,928			
Identification	Sergeant	1	\$ 98,611	\$ -	1	\$ 98,611			
Internal Affairs	Administrative Support II	1	\$ 61,384	\$ -	1	\$ 61,384			
K-9 Unit	Police Lieutenant	1	\$ 108,228	\$ -	1	\$ 108,228			
K-9 Unit	Police Officer	2	\$ 163,942	\$ -	2	\$ 163,942			
Marine Patrol	Sergeant	1	\$ 98,611	\$ -	1	\$ 98,611			
Marine Patrol	Sergeant	1	\$ 97,211	\$ -	1	\$ 97,211			
Payroll	Police Officer	1	\$ 81,521	\$ -	1	\$ 81,521			
Planning/Research/Accreditation	Payroll/Account Clerk	1	\$ 61,384	\$ -	1	\$ 61,384			
Planning/Research/Accreditation	Police Lieutenant	1	\$ 107,928	\$ -	1	\$ 107,928			
Property & Evidence	Sergeant	1	\$ 97,811	\$ -	1	\$ 97,811			
Property & Evidence	Police Officer	1	\$ 81,521	\$ -	1	\$ 81,521			
Property & Evidence	Administrative Support II	1	\$ 61,384	\$ -	1	\$ 61,384			

City of Norwalk, Connecticut
AD HOC COMMITTEE REORGANIZATION **REVISED** PROPOSAL
August 9, 2018

Organization	Position	Count	Budget	Change	Count	Proposed	Comments
Public Records	Administrative Support I	2	\$ 111,378	\$ -	2	\$ 111,378	
Purchasing & Bookkeeping	Administrative Support II	1	\$ 61,384	\$ -	1	\$ 61,384	
School Resource Officers	Police Officer	8	\$ 654,168	\$ -	8	\$ 654,168	
Special Services	Police Officer	10	\$ 819,365	\$ -	10	\$ 819,365	
Special Services	Police Lieutenant	1	\$ 107,928	\$ -	1	\$ 107,928	
Special Services	Sergeant	1	\$ 97,911	\$ -	1	\$ 97,911	
Special Victims Unit	Detective	3	\$ 272,867	\$ -	3	\$ 272,867	
Special Victims Unit	Sergeant	2	\$ 195,722	\$ -	2	\$ 195,722	
Special Victims Unit	Police Lieutenant	1	\$ 107,128	\$ -	1	\$ 107,128	
Special Victims Unit	Police Officer	1	\$ 81,521	\$ -	1	\$ 81,521	
Special Victims Unit	Police Lieutenant	1	\$ 107,128	\$ -	1	\$ 107,128	
Testing & Recruiting	Police Officer	2	\$ 163,042	\$ -	2	\$ 163,042	
Training	Police Officer	88	\$ 7,015,983	\$ -	88	\$ 7,015,983	
Uniform Patrol	Sergeant	14	\$ 1,368,554	\$ -	14	\$ 1,368,554	
Uniform Patrol	Police Lieutenant	3	\$ 322,184	\$ -	3	\$ 322,184	
Uniform Patrol	Department Total	221	\$ 18,627,833	\$ -	221	\$ 18,627,833	
Fire Chief							
Administration	Assistant Fire Chief	1	\$ 146,028	\$ -	1	\$ 146,028	No Changes
Administration	Account Clerk II	1	\$ 133,479	\$ -	1	\$ 133,479	
Administration	Computer Specialist	1	\$ 67,680	\$ -	1	\$ 67,680	
Administration	Deputy Dir. Emergency Preparedness Planning	1	\$ 84,757	\$ -	1	\$ 84,757	
Emergency Preparedness Planning	Fire Master Mechanic	1	\$ 91,567	\$ -	1	\$ 91,567	
Fire Equipment	Assistant Fire Mechanic	1	\$ 71,057	\$ -	1	\$ 71,057	
Fire Equipment	Deputy Fire Chief Training	1	\$ 128,858	\$ -	1	\$ 128,858	
Fire Training	Firefighter	96	\$ 7,506,631	\$ -	96	\$ 7,506,631	
Firefighting	Fire Lieutenant	20	\$ 1,839,500	\$ -	20	\$ 1,839,500	
Firefighting	Fire Captain	12	\$ 1,282,416	\$ -	12	\$ 1,282,416	
Firefighting	Deputy Fire Chief	4	\$ 468,617	\$ -	4	\$ 468,617	
Firefighting	Fire Inspector	1	\$ 101,822	\$ -	1	\$ 101,822	
Firefighting	Fire Inspector	4	\$ 407,288	\$ -	4	\$ 407,288	
Prevention	Fire Marshal	1	\$ 117,153	\$ -	1	\$ 117,153	
Prevention	Deputy Fire Marshal	1	\$ 106,808	\$ -	1	\$ 106,808	
Prevention	Administrative Support II	1	\$ 61,384	\$ -	1	\$ 61,384	
Prevention	Department Total	148	\$ 12,779,576	\$ -	148	\$ 12,779,576	
Chief of Public Works and Operations							
Operations & Highways	Superintendent	1	\$ 141,210	\$ -	1	\$ 141,210	Previously Director of Public Works
Solid Waste Collection	Waste Programs Manager	1	\$ 128,838	\$ -	1	\$ 128,838	Chris Torre
Solid Waste Disposal	Weightmaster	1	\$ 90,386	\$ -	1	\$ 90,386	
Storm Drainage	Maintainer I (Laborer)	3	\$ 235,377	\$ -	3	\$ 235,377	
Storm Drainage	Maintainer II (Truck Driver)	1	\$ 61,467	\$ -	1	\$ 61,467	
Storm Drainage	Maintainer III (Equipment Operator)	2	\$ 129,100	\$ -	2	\$ 129,100	
Storm Drainage	Roads Supervisor	1	\$ 213,497	\$ -	1	\$ 213,497	
Storm Drainage	Supervisory Environmental Engineer	1	\$ 90,386	\$ -	1	\$ 90,386	
WPCA	Junior Engineer	1	\$ 120,313	\$ -	1	\$ 120,313	
WPCA	Wastewater Systems Technician	1	\$ 85,508	\$ -	1	\$ 85,508	
WPCA	Roads Supervisor	1	\$ 74,639	\$ -	1	\$ 74,639	
Street Repair & Maintenance	Maintainer I (Laborer)	1	\$ 92,764	\$ -	1	\$ 92,764	
Street Repair & Maintenance	Maintainer II (Truck Driver)	7	\$ 388,916	\$ -	7	\$ 388,916	Split, 7 to Chris Torre and 6 to Ken Hughes
Street Repair & Maintenance	Maintainer III (Equipment Operator)	7	\$ 445,759	\$ -	7	\$ 445,759	Split, 7 to Chris Torre and 5 to Ken Hughes
Street Repair & Maintenance	Mason I	9	\$ 640,476	\$ -	9	\$ 640,476	Split, 9 to Chris Torre and 2 to Ken Hughes
Street Repair & Maintenance	Maintainer II (Truck Driver)	8	\$ 247,149	\$ -	8	\$ 247,149	
Signs & Markings	Administrative Services Manager	3	\$ 187,546	\$ -	3	\$ 187,546	
Administration	Executive Secretary	1	\$ 74,639	\$ -	1	\$ 74,639	Dual role, paid from Director of Transport
Administration	Public Works Administrative Assistant	1	\$ 74,639	\$ -	1	\$ 74,639	
Administration	Records Data Entry Clerk	1	\$ 64,550	\$ -	1	\$ 64,550	
Administration	Principal Civil Engineer	1	\$ 149,400	\$ -	1	\$ 149,400	Lisa Burns
Engineering	Engineering Aide III	1	\$ 85,508	\$ -	1	\$ 85,508	
Engineering	Senior Civil Engineer	3	\$ 354,042	\$ -	3	\$ 354,042	
Engineering	Assistant Civil Engineer	2	\$ 195,216	\$ -	2	\$ 195,216	
Engineering	Permit Engineer	1	\$ 91,567	\$ -	1	\$ 91,567	
Engineering	Permit Inspector	1	\$ 85,508	\$ -	1	\$ 85,508	
Engineering	GIS ANALYST	1	\$ 93,704	\$ -	1	\$ 93,704	
Engineering	Junior Engineer	5	\$ 408,968	\$ -	5	\$ 408,968	
Engineering	Traffic Analyst	1	\$ 85,508	\$ -	1	\$ 85,508	Frank Mauro
Engineering	Building & Facilities Manager	1	\$ 135,798	\$ -	1	\$ 135,798	Alan Lo
Building and Facilities	Custodian	1	\$ 58,461	\$ -	1	\$ 58,461	
Recreation and Parks and Public Property	Director of Recreation & Parks & Public Property	1	\$ 139,632	\$ -	1	\$ 139,632	Previously Recreation & Parks Org
Recreation and Parks and Public Property	Athletic Supervisor	1	\$ 78,357	\$ (78,357)	0	\$ -	Previously Recreation & Parks Org
Recreation and Parks and Public Property	Recreation Manager	0	\$ -	\$ 109,358	1	\$ 109,358	New Position
Recreation and Parks and Public Property	Administrative Support II	1	\$ 61,384	\$ -	1	\$ 61,384	Previously Recreation & Parks Org
Recreation and Parks and Public Property	Secretary/Bookkeeper	1	\$ 67,680	\$ -	1	\$ 67,680	Previously Recreation & Parks Org
Recreation and Parks and Public Property	Superintendent of Public Property & Parks	1	\$ 109,358	\$ 19,480	1	\$ 128,838	Ken Hughes
Recreation and Parks and Public Property	Maintainer II (Truck Driver)	2	\$ 129,100	\$ -	2	\$ 129,100	Previously in DPW Org
Recreation and Parks and Public Property	Roads Supervisor	1	\$ 92,764	\$ -	1	\$ 92,764	Previously in DPW Org
Recreation and Parks and Public Property	Maintainer I (Laborer)	6	\$ 329,366	\$ -	6	\$ 329,366	Split, 7 to Chris Torre and 6 to Ken Hughes
Recreation and Parks and Public Property	Maintainer II (Truck Driver)	5	\$ 313,663	\$ -	5	\$ 313,663	Split, 7 to Chris Torre and 5 to Ken Hughes
Recreation and Parks and Public Property	Maintainer III (Equipment Operator)	2	\$ 142,328	\$ -	2	\$ 142,328	Split, 9 to Chris Torre and 2 to Ken Hughes
Recreation and Parks and Public Property	Carpenter Assistant	1	\$ 74,722	\$ -	1	\$ 74,722	Previously Recreation & Parks Org
Recreation and Parks and Public Property	Carpenter	1	\$ 85,508	\$ -	1	\$ 85,508	Previously Recreation & Parks Org
Recreation and Parks and Public Property	Maintenance Tradesworker	2	\$ 149,407	\$ -	2	\$ 149,407	Previously Recreation & Parks Org
Recreation and Parks and Public Property	Park Maintainer I	4	\$ 245,856	\$ -	4	\$ 245,856	Previously Recreation & Parks Org
Recreation and Parks and Public Property	Park Maintainer II	6	\$ 390,523	\$ -	6	\$ 390,523	Previously Recreation & Parks Org
Recreation and Parks and Public Property	Park Maintainer III	2	\$ 142,328	\$ -	2	\$ 142,328	Previously Recreation & Parks Org
Recreation and Parks and Public Property	PLUMBER ASSISTANT	1	\$ 71,164	\$ -	1	\$ 71,164	Previously Recreation & Parks Org
Recreation and Parks and Public Property	Plumber/Pipefitter	1	\$ 85,508	\$ -	1	\$ 85,508	Previously Recreation & Parks Org
Recreation and Parks and Public Property	Department Total	106	\$ 8,043,596	\$ 50,481	106	\$ 8,094,077	
Chief of Economic and Community Development							
Code Enforcement	Chief Building Official	0	\$ -	\$ 140,000	1	\$ 140,000	New Position
Code Enforcement	Assistant Building Official	1	\$ 164,341	\$ -	1	\$ 164,341	Previously Code Enforcement Org
Code Enforcement	Electrical Inspector	2	\$ 190,486	\$ -	2	\$ 190,486	Previously Code Enforcement Org
Code Enforcement	Mechanical Inspector	1	\$ 95,243	\$ -	1	\$ 95,243	Previously Code Enforcement Org
Code Enforcement	Technical Assistant	1	\$ 95,243	\$ -	1	\$ 95,243	Previously Code Enforcement Org
Code Enforcement	Neighborhood Improvement Coordinator	3	\$ 199,826	\$ -	3	\$ 199,826	Previously Code Enforcement Org
Code Enforcement	Housing Site Development Administrator	2	\$ 59,324	\$ 10,000	1	\$ 69,324	Previously Redevelopment Grant
Code Enforcement	Director of Planning & Zoning	1	\$ 85,995	\$ -	1	\$ 85,995	Previously Redevelopment Grant
Planning & Zoning	Transportation Planner	3	\$ 147,478	\$ -	3	\$ 147,478	Previously Planning & Zoning Org
Planning & Zoning	Administrative Assistant I	0	\$ -	\$ 85,000	1	\$ 85,000	New Position
Planning & Zoning	Assistant Director of Planning & Zoning	1	\$ 48,464	\$ -	1	\$ 48,464	Previously Planning & Zoning Org
Planning & Zoning	Compliance Assistant	1	\$ 149,400	\$ -	1	\$ 149,400	Previously Planning & Zoning Org
Planning & Zoning	Compliance Inspector	2	\$ 122,768	\$ -	2	\$ 122,768	Previously Planning & Zoning Org
Planning & Zoning	Deputy Zoning Inspector	1	\$ 74,639	\$ -	1	\$ 74,639	Previously Planning & Zoning Org
Planning & Zoning	Department Total	1	\$ 82,280	\$ -	1	\$ 82,280	Previously Planning & Zoning Org

City of Norwalk, Connecticut
AD HOC COMMITTEE REORGANIZATION **REVISED** PROPOSAL
August 9, 2018

Organization	Position	Count	Budget	Change	Count	Proposed	Comments
Planning & Zoning	Site Planner	1	\$ 105,004	\$ -	1	\$ 105,004	Previously Planning & Zoning Org
Planning & Zoning	Sr Planner	1	\$ 110,265	\$ -	1	\$ 110,265	Previously Planning & Zoning Org
Planning & Zoning	Zoning Inspector	1	\$ 95,248	\$ -	1	\$ 95,248	Previously Planning & Zoning Org
Conservation Commission	Environmental Compliance Officer	1	\$ 78,357	\$ -	1	\$ 78,357	Previously Planning & Zoning Org
Conservation Commission	Senior Environmental Officer	1	\$ 112,242	\$ -	1	\$ 112,242	Previously Planning & Zoning Org
Transportation, Mobility and Parking	Director of Transportation, Mobility and Parking	1	\$ 123,477	\$ 12,321	1	\$ 135,798	Kathryn Hebert previously in DPW Assistant
Transportation, Mobility and Parking	Signal System Technician	1	\$ 74,611	\$ -	1	\$ 74,611	Jerome P.
Transportation, Mobility and Parking	Supervisor Traffic Maintenance	1	\$ 85,624	\$ -	1	\$ 85,624	Amy L.
Transportation, Mobility and Parking	Traffic Signal Mechanic	1	\$ 85,508	\$ -	1	\$ 85,508	John F.
Transportation, Mobility and Parking	Assistant Director of Transportation	1	\$ 135,798	\$ -	1	\$ 135,798	Mike V.
Transportation, Mobility and Parking	Traffic Engineer	1	\$ 102,083	\$ -	1	\$ 102,083	Fred F.
Business Development	Business Development Officer	1	\$ 108,300	\$ (33,300)	1	\$ 75,000	Previously Redevelopment Grant
Department Total		29	\$ 2,732,947	\$ 214,021	31	\$ 2,946,968	
Chief of Human Resources & Personnel							
	Benefits Manager	1	\$ 139,912	\$ -	1	\$ 139,912	Previously Dir of Personnel & Labor Relations
	Executive Assistant	1	\$ 93,165	\$ -	1	\$ 93,165	Previously Personnel & Labor Relations
	HR Assistant	1	\$ 64,369	\$ -	1	\$ 64,369	Previously Personnel & Labor Relations
	HR Project Coordinator	1	\$ 78,357	\$ -	1	\$ 78,357	Previously Personnel & Labor Relations
	HR Project Administrator	1	\$ 74,619	\$ -	1	\$ 74,619	Previously Personnel & Labor Relations
	Personnel Administrator	1	\$ 91,056	\$ -	1	\$ 91,056	Previously Personnel & Labor Relations
Department Total		6	\$ 539,118	\$ -	6	\$ 539,118	
		577	\$ 48,859,011	\$ 277,409	579	\$ 49,136,411	

Known Operational Efficiencies:

Recreation & Parks Other Contractual Services for Tree Removal	\$ 54,650
Recreation & Parks Part Time Seasonal for Park Maintenance	\$ 41,600
Subtotal	\$ 96,250
Net Ad Hoc Committee Proposal Cost	\$ 181,140

AD HOC COMMITTEE FUTURE CONSIDERATION

Department Head Organization	Supervisor Position	Count	Budget	Change	Count	Proposed	Comments
Chief of Community Services		1	\$ 120,308	\$ 19,692	1	\$ 140,000	Previously Dir. of Human Relations & Fair I
Health Department	Director of Health	1	\$ 131,394	\$ -	1	\$ 131,394	Previously Health Department Org
Health Department	Administrative Support I	1	\$ 53,021	\$ -	1	\$ 53,021	Previously Health Department Org
Health Department	Administrative Support II	1	\$ 61,384	\$ -	1	\$ 61,384	Previously Health Department Org
Health Department	Dir. of Environmental Health & Housing	1	\$ 123,477	\$ -	1	\$ 123,477	Previously Health Department Org
Health Department	Housing Inspector	3	\$ 267,794	\$ -	3	\$ 267,794	Previously Health Department Org
Health Department	Sanitarian	4	\$ 362,816	\$ -	4	\$ 362,816	Previously Health Department Org
Health Department	Administrative Technician	1	\$ 95,248	\$ -	1	\$ 95,248	Previously Health Department Org
Health Department	Public Health Nurse	1	\$ 82,280	\$ -	1	\$ 82,280	Previously Health Department Org
Health Department	Supervisor of Clinical Services	1	\$ 123,477	\$ -	1	\$ 123,477	Previously Health Department Org
Health Department	Health Educator	1	\$ 95,248	\$ -	1	\$ 95,248	Previously Health Department Org
Health Department	Sealer of Weights & Measures	1	\$ 71,095	\$ -	1	\$ 71,095	Previously Health Department Org
Library	Library Director	1	\$ 145,565	\$ -	1	\$ 145,565	Previously Library Org
Library	Accounts Clerk	1	\$ 64,466	\$ -	1	\$ 64,466	Previously Library Org
Library	Assistant Library Director	1	\$ 132,321	\$ -	1	\$ 132,321	Previously Library Org
Library	Circulation Systems Manager	1	\$ 99,416	\$ -	1	\$ 99,416	Previously Library Org
Library	Custodian	3	\$ 184,401	\$ -	3	\$ 184,401	Previously Library Org
Library	Director of Children's Library Services	1	\$ 120,308	\$ -	1	\$ 120,308	Previously Library Org
Library	Director of Library Information Services	1	\$ 103,666	\$ -	1	\$ 103,666	Previously Library Org
Library	Director of Library Technology	1	\$ 123,477	\$ -	1	\$ 123,477	Previously Library Org
Library	Librarian	1	\$ 85,386	\$ -	1	\$ 85,386	Previously Library Org
Library	Library Assistant	8	\$ 474,500	\$ -	8	\$ 474,500	Previously Library Org
Library	Library Clerk	3	\$ 164,399	\$ -	3	\$ 164,399	Previously Library Org
Library	Reference Librarian	5	\$ 408,610	\$ -	5	\$ 408,610	Previously Library Org
Fair Rent, Fair Housing & Human Relations	Director of Fair Rent, Fair Housing & Human Relations	1	\$ 90,704	\$ 8,712	1	\$ 99,416	Previously Civil Rights/Fair Rent Investigator
Fair Rent, Fair Housing & Human Relations	Program Coordinator	1	\$ 67,680	\$ -	1	\$ 67,680	Previously Human Relations & Fair Rent
Fair Rent, Fair Housing & Human Relations	Administrative Support II	1	\$ 61,384	\$ -	1	\$ 61,384	Previously Human Relations & Fair Rent
Fair Rent, Fair Housing & Human Relations	Fair Housing Officer	1	\$ 98,743	\$ (98,743)	0	\$ -	Previously Fair Housing Officer
Human Services	Director of Human Services	0	\$ -	\$ 86,335	1	\$ 86,335	New Position
Human Services	Director of Youth Services	1	\$ 117,142	\$ -	1	\$ 117,142	Previously Youth Services Org
Human Services	NCCC Coordinator	1	\$ 68,721	\$ -	1	\$ 68,721	Previously Early Childhood in Mayor's Org
Human Services	JRB Assistant Coordinator	1	\$ 61,384	\$ -	1	\$ 61,384	Previously Youth Services Org
Human Services	Coordinator of Juvenile Justice and Prevention Program	1	\$ 78,356	\$ -	1	\$ 78,356	Previously Youth Services Org
Department Total		52	\$ 4,339,101	\$ 15,996	52	\$ 4,355,097	
GRAND TOTAL		629	\$ 53,198,112	\$ 293,396	631	\$ 53,491,508	

SUMMARY OF CHANGES

Organization	Position	Count	Budget	Change	Count	Proposed	Comments
AD HOC COMMITTEE PROPOSAL							
Recreation and Parks and Public Property	Athletic Supervisor	1	\$ 78,357	\$ (78,357)	0	\$ -	Previously Recreation & Parks Org
Business Development	Business Development Officer	1	\$ 108,300	\$ (33,300)	1	\$ 75,000	Previously Redevelopment Grant
Grants	Communications Manager Grants Coord.	1	\$ 101,357	\$ (12,527)	1	\$ 88,830	Previously Grants Coordinator in Mayor's O
Chief Financial Officer		1	\$ 105,611	\$ 9,309	1	\$ 115,000	Previously Director of Finance
Code Enforcement	Neighborhood Improvement Coordinator	1	\$ 59,324	\$ 10,000	1	\$ 69,324	Previously Redevelopment Grant
Transportation, Mobility and Parking	Director of Transportation, Mobility and Parking	1	\$ 123,477	\$ 12,321	1	\$ 135,798	Kathryn Hebert previously in DPW Assistant
Recreation and Parks and Public Property	Superintendent of Public Property & Parks	1	\$ 109,358	\$ 19,480	1	\$ 128,838	Ken Hughes
Chief of Staff		1	\$ 103,954	\$ 36,036	1	\$ 140,000	Previously Assistant to Mayor
Planning & Zoning	Transportation Planner	0	\$ -	\$ 85,000	1	\$ 85,000	New Position
Recreation and Parks and Public Property	Recreation Manager	0	\$ -	\$ 109,358	1	\$ 109,358	New Position
Chief of Economic and Community Development		0	\$ -	\$ 140,000	1	\$ 140,000	New Position
Total		8	\$ 849,748	\$ 277,400	10	\$ 1,127,148	
AD HOC COMMITTEE FUTURE CONSIDERATION							
Fair Rent, Fair Housing & Human Relations	Fair Housing Officer	1	\$ 98,743	\$ (98,743)	0	\$ -	Previously Fair Housing Officer
Fair Rent, Fair Housing & Human Relations	Director of Fair Rent, Fair Housing & Human Relations	1	\$ 90,704	\$ 8,712	1	\$ 99,416	Previously Civil Rights/Fair Rent Investigator
Chief of Community Services		1	\$ 120,308	\$ 19,692	1	\$ 140,000	Previously Dir. of Human Relations & Fair I
Human Services	Director of Human Services	0	\$ -	\$ 86,335	1	\$ 86,335	New Position
Total		3	\$ 309,755	\$ 15,996	3	\$ 325,751	



Brenda Myers, Ed. D

P: 203-854-4000

125 East Avenue, PO BOX 6001
Norwalk, CT 06852-6001

VII.C

To: City of Norwalk, Members of the Land use and Building Management Committee

CC: Alan Lo

From: Brenda Myers, Ed. D

Date: August 30, 2018

Re: Capital Purchase of Biology and Chemistry Supplies

The Norwalk Public Schools has embarked on a three-year process of closing the student achievement gap in the areas of reading, math and science as well as improve classroom instruction comprehensively. This current school year, 2018-2019, science is priority and an area where closing the achievement gap is necessity. In order to adequately achieve this vision, core program resources must be aligned to the 21st century competencies and to the NGSS standards and philosophy. Based on the research and curriculum developed from CREC Resource Group with Norwalk Public Schools below are resource recommendations for district wide adoption.

1. **NGSS Chemistry Consumables:** During the spring and summer of 2018, Norwalk Public Schools participated in comprehensive NGSS standards and curriculum training with CREC Resource Group support. During this time, teachers developed a rigorous curriculum following the NGSS standards and philosophy. In order to fully implement and increase the rigor of the robust, rigorous, college and career ready curriculum, the resources are needed to change our approach and implement instruction with fidelity. The resources will allow for all students to have the opportunity to design, collect data, understand, explore, experience, develop, model, and create in the areas of the biology curriculum.
2. **NGSS Biology Consumables:** During the spring and summer of 2018, Norwalk Public Schools participated in comprehensive NGSS standards and curriculum training with CREC Resource Group support. During this time, teachers developed a rigorous curriculum following the NGSS standards and philosophy. In order to fully implement and increase the rigor of the robust, rigorous, college and career ready curriculum, the resources are needed to change our approach and implement instruction with fidelity. The resources will allow for all students to have the opportunity to design, collect data, understand, explore, experience, develop, model, and create in the areas of the biology curriculum.

Request the purchasing agent to issue a purchase order to:

Vernier (Ship to NHS) in the amount of \$32,749.00. Account #09195010-5777-C0609
Vernier (Ship to BMHS) in the amount of \$47,986.40. Account #09195010-5777-C0609.

Regards,

Brenda Myers, Ed. D
Chief Academic Office
Norwalk Public Schools

Norwalk Public Schools

PURCHASE ORDER Request 2018-2019

SCHOOL: NHS

OBJECT #:

DESCRIPTION:
(supplies, etc.)

Date: 8/28/18

Requested by: T. Seuch

Vendor Name: Vernier

Address:

C7 State Contract
63563902

Grade/Course

13979 S.W. Mill Kan Way

Beauregard, OR 97005

QUANTITY	UNIT SIZE	CATALOG NUMBER	ITEM DESCRIPTION	UNIT PRICE	AMOUNT
2		Vernier SPR-MP100	Vernier Disposable Mouth Piece	\$12.00	\$24.00
42		Vernier BC-250	Vernier Bio Chamber 250	\$6.00	\$252.00
42		Vernier CO2-BTA	Vernier CO2 Probes	\$259.00	\$10,878.00
42		Vernier GPS-BTA	Vernier Gas Pressure Probes	\$83.00	\$3,486.00
42		Vernier LQ-Stream	Vernier Interfaces- Lab Quest Stream	\$199.00	\$8,358.00
42		Vernier SPR-BTA	Spirometer	\$199.00	\$8,358.00
7		Vernier SPR-NOSE30	Vernier Nose Clips	\$25.00	\$175.00
42		Vernier TMP-BTA	Vernier Temperature Probes	\$29.00	\$1,218.00
					\$0.00
Total					\$32,749.00

Norwalk Public Schools

PURCHASE ORDER Request 2017-2018

SCHOOL: BMHS
 OBJECT #: _____
 DESCRIPTION: _____
 (supplies, etc.) _____
 Vendor Name: Vernier
 Address: 13979 S.W. Millikan Way
Beverton, OR 97005

Date: 8/28/18
 Requested by: T. Seuch
 Grade/Course: _____

CT State Contract
63563902

QUANTITY	UNIT SIZE	CATALOG NUMBER	ITEM DESCRIPTION	UNIT PRICE	AMOUNT
2		Vernier SPR-MP100	Vernier Disposable Mouth Piece	\$12.00	\$24.00
56		Vernier BC-250	Vernier Bio Chamber 250	\$6.00	\$336.00
56		Vernier CO2-BTA	Vernier CO2 Probes	\$259.00	\$14,504.00
56		Vernier GPS-BTA	Vernier Gas Pressure Probes	\$83.00	\$4,648.00
56		Vernier LQ-Stream	Vernier Interfaces- Lab Quest Stream	\$199.00	\$11,144.00
56		Vernier SPR-BTA	Spirometer	\$199.00	\$11,144.00
8		Vernier SPR-NOSE30	Vernier Nose Clips	\$25.00	\$200.00
56		Vernier TMP-BTA	Vernier Temperature Probes	\$29.00	\$1,624.00
					\$0.00
					\$4,362.40
Total					\$47,986.40



William Hodel
Director of Facilities & Maintenance
hodelw@norwalkps.org

P: 203-854-4053 / F: 203-854-4005

125 East Avenue, PO BOX 6001
Norwalk, CT 06852-6001

MEMORANDUM

Date: August 29, 2018

To: Members of Land Use & Building Management Committee

From: William Hodel, Director of Facilities & Maintenance

Re: Norwalk Public Schools – Energy Conservation Project, Norwalk HS & Brien McMahon HS

On June 12, 2018, the Common Council authorized the City's Purchasing Agent to issue a purchase order to execute a contract with Automated Building Systems, Inc., for the Energy Conservation Project for a total not to exceed \$50,819.00, from account # 09195010 5777 C0621. This cost was specifically for Brien McMahon High School and did not include Norwalk High School in the amount of \$21,478.00 therefore, the following supplemental approval is required. The proposed improvements has an average payback period of 2.25 years.

ACTION REQUESTED:

- 1a. Authorize the City's Purchasing Agent to issue a purchase order to Automated Building Systems, Inc. for the Norwalk High School retro-commissioning Energy Conservation Project in the amount of \$21,478.00.
- 1b. Authorize BOE Facilities Dept. to issue Change Orders for a total not to exceed \$2,147.00.

cc: Thomas Hamilton
Frank Costanzo Ed.D
George Sevc
Alan Lo
Sharon Connors



William Hodel
Director of Facilities & Maintenance
hodelw@norwalkps.org
P: 203-854-4053 / F: 203-854-4005
125 East Avenue, PO BOX 6001
Norwalk, CT 06852-6001

MEMORANDUM

Date: May 29, 2018

To: Members of Land Use & Building Management Committee

From: William Hodel, Director of Facilities & Maintenance

Re: Norwalk Public Schools – Energy Conservation Project, Norwalk HS & Brien McMahon HS

The NPS partnered with Eversource to conduct a utility cost savings retrocommissioning service of all mechanical equipment located at Norwalk HS & Brien McMahon HS under project #CT 16-946041 and project #CT 17-1059466. Eversource engaged Colliers International to perform a study of all mechanical equipment and develop ways to maximum efficiency. They identified (12) systems between both high schools that can provide cost savings with short term paybacks if optimized more efficiently. As part of the 2018-19, City Capital Budget in the amount of \$110,000.00, we would like to optimize the efficiency of (5) systems between both high schools. Eversource estimates up to a 40% savings in energy costs once all twelve systems are fully optimized over a 3 year period.

Since this is a specialized area with proprietary systems in place, our current building management system (BMS) service provider, Automated Building Systems, Inc. and Connecticut Custom Aquatics, LLC, has been engaged to perform this work.

Below is a summary of the quotes received for the ENERGY CONSERVATION:

FIRM	LUMP SUM AMOUNT
Automated Building Systems, Inc.	\$50,819.00
Colliers International	\$35,420.00
Connecticut Custom Aquatics, LLC	\$1,200.00

ACTION REQUESTED:

- 1a. Authorize the City's Purchasing Agent to issue a purchase order to execute a contract with Automated Building Systems, Inc., for the Energy Conservation Project for a total not to exceed \$50,819.00. Funding for this project is available from account # 09195010 5777 C0621.
- 1b. Authorize BOE Facilities Dept. to issue Change Orders for a total not to exceed \$5,081.00.
2. Authorize the City's Purchasing Agent to issue a purchase order to execute a contract with Colliers International for the Energy Conservation Project for a total not to exceed \$35,420.00. Funding for this project is available from account # 09195010 5777 C0621.

cc: Thomas Hamilton
Frank Costanzo Ed.D
George Seve
Alan Lo
Ben Luce

Retro-Commissioning Program Norwalk Public Schools

Brien McMahon and Norwalk High Schools

The information provided below is ABS property and consider confidential information. It is ABS intention that this pricing information not be shared, copied or transmitted without our approval.

NORWALK HIGH SCHOOL

2. DT-1: Optimize Dual Temperature Pumping System \$9,119

7. HV-1 Optimize AHU Systems \$12,359

Unit Pricing - includes furnish and installation	
Humidity Sensor	\$534 each x 3 = \$1,602
CO2 Sensor	\$550 each x 3 = \$1,650
Pressure Sensor	\$460 each x 3 = \$1,380
Temp Sensor	\$368 each x 3 = \$1,104

NORWALK HIGH SCHOOL TOTAL \$21,478

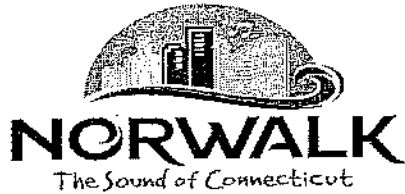
BRIEN McMAHON HIGH SCHOOL

4. HV-1 Optimize AHU Systems \$47,321

Unit Pricing - includes furnish and installation	
Humidity Sensor	\$534 each x 3 = \$1,602
CO2 Sensor	\$550 each x 3 = \$1,650
Pressure Sensor	\$460 each x 3 = \$1,380
Temp Sensor	\$368 each x 3 = \$1,104

6. CW-1 Optimize Condenser Water System \$3,497

BRIEN McMAHON HIGH SCHOOL TOTAL \$50,819



CITY OF NORWALK
Alan Lo, Buildings and Facilities Manager
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Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

TO: LAND USE & BUILDING MANAGEMENT COMMITTEE
NFCC

FROM: ALAN LO, BUILDINGS & FACILITIES MANAGER 

RE: NORWALK HIGH SCHOOL IMPROVEMENT PROJECT

DATE: SEPTEMBER 5, 2018

Norwalk High School has an enrollment of 1,616 students. The building was constructed in 1971 and has approximately 310,000 square feet. In 2005, the City implemented a major improvement project which included the construction of a new science wing, a new music wing, and replacement of the HVAC system, various infrastructure improvements and code updates. Most of the work was reimbursable by the State leaving substantial needed, but non-reimbursable, improvements untouched.

About two years ago, Norwalk Board of Education adopted a School Facilities Improvement Plan which identified improvements at Norwalk High School. Parallel to this effort, in March of 2017, the Norwalk High School's School Governance Council, prepared a study of their own, identifying programmatic and aesthetic improvements for Norwalk High School. In support of the Plan, the City allocated \$1,500,000 in the City's 2017-2018 Capital Budget and \$5,000,000 in the City's 2018-2019 Capital budget for improvements at Norwalk High School.

With the approval of the budget in April of 2017, the school facilities improvement team (the Team), consisting of City staff, Norwalk Public Schools staff and members of the Norwalk High School, School Governance Council met to review both the Board of Education's Facilities plan and the Norwalk High School's Governance Council's report to identify and collate projects into specific categories: reimbursable projects and non-reimbursable projects. In order to expedite the improvements at the High School, the Project Team identified a number of projects that were non-reimbursable one of which is to modernize the existing freight elevator. This was requested of the Board of Education's Facilities Department in accordance with the Strategic Operating Plan.

Currently the freight elevator is at the end of its useful life. Since the freight elevator also acts as the elevator to meet ADA requirements it is critical to have it operating without failure.

We had released the documents for bidding on April 16, 2018 with bids due May 8, 2018. Unfortunately we received one bid for which we considered it to be too expensive. Our post-bid investigation discovered that the time frame for which we wanted to complete the project was too aggressive. With Purchasing Department assistance, the City advertised for bids again with the completion date extended to August 2019. This allows elevator manufacturers more time to field measure and fabricate the parts needed. As a result of re-bidding we received another bid and the costs of the project dropped from that of our first bid.

ACTION REQUESTED:

- a. **Authorize the Mayor, Harry W. Rilling, to execute an Agreement with J.A. Rosa Construction, LLC for the Norwalk High School Freight Elevator Modernization project for a total not to exceed \$248,182.00. Funds are available in Acct. #09185010 5777 C0610**
- b. **Authorize the NFCC to issue Change Order on Contract for a total not to exceed \$25,000.00**

Norwalk Purchasing Department
Response Summary Project # 3852
Norwalk High School, Elevator Modernization

[illegible]



CITY OF NORWALK
Alan Lo, Buildings and Facilities Manager
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Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

TO: MEMBERS OF LAND USE & BUILDING MANAGEMENT COMMITTEE

FROM: ALAN LO, BUILDING & FACILITIES MANAGER 

DATE: AUGUST 28, 2018

RE: NORWALK MUSEUM – CHILLER REPLACEMENT

The Norwalk Museum was built in 1973. The chiller providing air conditioning throughout the building was replaced about 20 years ago and is approaching the end of its life cycle. On July 27, 2018 the City's Purchasing Department solicited bids for the removal and replacement of the chiller serving the Norwalk Museum. The City received five (5) bids and they are as follows:

FIRM	Lump Sum Proposal Price
Sav-Mor Cooling & Heating, Inc.	\$47,489.00
The George Ellis Co., Inc.	\$55,360.00
Tucker Mechanical	\$60,296.00
F+F Mechanical	\$75,200.00
Stewart Mechanical Services, Inc.	\$79,900.00

After reviewing the submissions, the Purchasing Department and the Office of Building Management would like to recommend the award to the lowest responsible bidder, Sav-Mor Cooling & Heating, Inc. Sav-Mor has successfully completed various mechanical improvement projects with the City through the years.

ACTION REQUESTED:

- a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Sav-Mor Cooling & Heating, Inc. for the chiller replacement project at the Norwalk Museum for a total not to exceed \$47,489.00. Accts# 0916 7100 5777 C0325 and 0918 7100 5777 C0476.
- b. Authorize the Office of Building Management to issue change orders on the contract for a total not to exceed \$4,748.



CITY OF NORWALK
Alan Lo, Buildings and Facilities Manager
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Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

TO : LAND USE AND BUILDING MANAGEMENT COMMITTEE

FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGER 

RE : 4 TITO COURT- LEASE WITH NEW JERUSALEM
MISSIONARY BAPTIST CHURCH

DATE: AUGUST 30, 2018

The City recently acquired 4 Tito Court for future open space as part of the new Columbus School project. New Jerusalem Missionary Baptist Church (hereinafter the Church) currently occupies the building without a lease. We have informed Reverend Floyd that the City acquired the property for open space and intends to demolish the building as the City proceeds with the implementation of the new Columbus School Project.

At this time, I would like to request Common Council to approve a lease with the Church. Said lease will terminate July 31, 2019 with a 30 days termination clause. This time frame will provide the Church time to seek a new home. Terms of the Lease are as follows:

Lease period : retroactive to August 1, 2018 to July 31, 2019

Rental payment : \$750/month which will cover City's expenses for the property, hence the City will not be subsidizing a religious institution

Termination clause: both parties have the rights to terminate with 30 days written notice

Lessee's responsibilities: heating oil, boiler services, electricity, snow removal, ground maintenance, janitorial, trash removal services, general liability insurance coverage, tenant property damage coverage

City's responsibilities: water, building maintenance and repair with the City reserving the rights to terminate the lease agreement in the

event that total repair/replacement costs exceeds \$7,500 any time prior to July 31, 2019

ACTION REQUESTED:

Authorize the Mayor, Harry W. Rilling, to execute a Lease Agreement with New Jerusalem Missionary Baptist Church for the use of 4 Tito Court from August 1, 2018 (retroactive) to July 31, 2019. Lease terms shall be as outlined in Alan Lo's memo dated August 30, 2018



CITY OF NORWALK
Alan Lo, Buildings and Facilities Manager
alo@norwalkct.org P: 203-854-7877
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

TO : LAND USE AND BUILDING MANAGEMENT COMMITTEE
FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGER *u*
RE : NEW COLUMBUS SCHOOL - OPEN SPACE LAND SWAP
DATE: AUGUST 30, 2018

As part of the proposed New Columbus School at Springwood Ely site, the City will be submitting a request to the State DEEP and the DEEP will, thereafter, refer the request to the National Park Services for approval of the proposed open space land swap.

The City has completed the purchase of 4 Tito Court and has filed for Eminent Domain to acquire 10 Tito Court as part of our efforts to secure additional open space. The proposal is to replace 3.28 acres (net) of open space at Springwood Ely with 10.04 acres of City owned property located behind Norwalk Community College at Richards Avenue (194 Richards Avenue, Block 68, Lot 220). As this City property is erroneously identified on internet mapping as a "Park", therefore, the following resolution is required in order to confirm/clarify previous and current use of this property.

ACTION REQUESTED:

Approve following Resolution to confirm previous and current use of City property located at 194 Richards Avenue:

Whereas, the City of Norwalk owns approximately ten (10) acres of unimproved land bordering the site of the Norwalk Community College located on Richards Avenue and West Cedar Street (the Subject Property at 194 Richards Avenue, Block 68, Lot 220); and

Whereas, the Subject Property was formerly part of property comprising the site of the John D. McGrath Elementary School (the School Property), a public school operated by the Norwalk Board of Education; and

Whereas, in 1984 the Norwalk Board of Education voted to return the School Property, to the City of Norwalk for the express purpose "of housing the Norwalk Community College"; and

Whereas, in October 1985, the City of Norwalk transferred the School Property to the State of Connecticut while retaining ownership of the Subject Property; and

Whereas the Subject Property remains unimproved land to date.

Therefore, the Common Council of the City of Norwalk hereby affirms that the Subject Property has at no time been developed, used or maintained as a public park and has never been dedicated by the City as such but, rather, is and remains simply unimproved property.



Memorandum

September 4, 2017

To: Planning Committee, Common Council
From: Steve Kleppin, Planning & Zoning Director
Re: Harriman – East Avenue Rail Station TOD Study

As you are aware, we were awarded a \$125,000 grant from CT OPM to conduct a TOD study at the East Avenue Railroad Station.

Staff worked with CT OPM staff on developing a draft Scope of Work for the study and once complete, a Request for Proposals was issued. Seven responses were received. Two of those responses obviously were unaware that the funding for the study was through a state grant since their proposals were nearly twice as much as the grant award. Of the five (5) remaining candidates the study committee selected three (3) to interview. The unanimous choice at the conclusion of the interviews was Harriman. You may recall that Harriman, worked on the South Norwalk TOD plan after the merger with the Cecil Group in 2015.

Over the next several weeks we will refine the Scope of Work with Harriman in anticipation of approval by the Council at the next available meeting. Work is anticipated to begin in earnest on the study in October.

For informational purposes, the study committee is comprised of John Kydes, Diane Cece, Judith Dominguez, Deborah Goldstein, Brian Baxendale, myself and Vanessa Valadares from DPW. A representative from the Zoning Commission will be appointed to replace the Joe Passero. In addition, the Harbor Management Commission has been invited to participate as well.

I request that the following resolution be forwarded to full Council for consideration:

Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Harriman to conduct a Transit Oriented Development study at the East Norwalk Railroad Station, in an amount not to exceed \$125,000, pursuant to a \$125,000 grant received from CT OPM through the 2017 Responsible Growth and Transit Oriented Development program.

Feel free to reach out to me with any questions.

END