

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: July 9, 2019

III. PUBLIC PARTICIPATION

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS:

APPOINTMENTS: Peter Smyth, Arts Commission

REAPPOINTMENTS: Lou Schulman, Zoning Commission
Stephanie Thomas, Zoning Commission
Michael Witherspoon, Zoning Commission
Frank Mancini, Zoning Commission
William Ireland, Chief Building Official
Brian McCann, Assistant Corporation Counsel
Deanna D'Amore, Director of Health

MAYOR'S REMARKS:

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

1. Authorize Mayor Harry W. Rilling to execute a document confirming that the City of Norwalk has consented to a transfer of ownership of the entity which owns the new mall at 100-101 North Water Street where Brookfield Property REIT, Inc., the successor in interest to General Growth Properties ("Brookfield"), will transfer 100% of the indirect ownership interests in the property owner to a newly formed Delaware limited liability company in with a new private investment fund that will be managed by Brookfield. The City's consent is required pursuant to Amendment No. 4, Section 11, of the Land Disposition Agreement by and between the City of Norwalk, the Norwalk Redevelopment Agency and General Growth Properties, Inc. ("GGP").

EXECUTIVE SESSION

B. CONSENT CALENDAR:

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

VII. COMMON COUNCIL COMMITTEES

A. FINANCE COMMITTEE

1. Accept and Approve the Report of the Claims Committee Dated: June 13, 2019.
2. For informational purposes only: Narrative on Tax Collections dated July11, 2019.
3. For informational purposes only: Monthly Tax Collector's Report Dated: June 2019.
4. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Thomson Reuters Westlaw for subscription services related to legal research for a sum not to exceed \$88,680.00.

B. ORDINANCE COMMITTEE

1. Approve proposed revisions to Chapter 32, Code of Ethics:
 - § 32-1 – Title; administration
 - § 32-2 – Declaration of policy
 - § 32-5 – Prohibited representation
 - § 32-6 – Prohibited use of City property and facilities
 - § 32-7 – Prohibited use of influence and information
 - § 32-10 – Negotiation of future employment

C. LAND USE AND BUILDING MANAGEMENT COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute an amendment to Construction Solutions Group, LLC's Contract (CSG) to provide program management services for the Maritime Aquarium functional replacement project for a total not to exceed \$347,830.00 plus an allowance of \$40,000 for reimbursable expenses. Funds are available from the State's Functional Replacement account #09194031 5799 C0635
- 2a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with BESTECH Inc. of Connecticut for the Rowayton Elementary School Asbestos Floor Tile Abatement Project for a total not exceed \$92,000.00. Funds are available in Acct. # 09205010 5777 C0653.
- 2b. Authorize the Norwalk Public Schools Facilities Dept. to issue Change Orders on this contract for a total not to exceed \$9,200.00. Funds are available in Acct. # 09205010 5777 C0587

- 3a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Reliable Flooring Contractor, LLC for the Rowayton Elementary School Asbestos Floor Tile Abatement Project – New Flooring Installation for a total not exceed \$48,687.00 (Base bid plus Alternate Item). Funds are available in Acct. # 09205010 5777 C0653 and #09205010 5777 C0587.
- 3b. Authorize the Norwalk Public Schools Facilities Dept. to issue Change Orders on this contract for a total not to exceed \$4,869.00. Funds are available in Acct. # 09205010 5777 C0587.
- 4a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with HazPros Inc. in the amount of \$74,500.00, for the Brien McMahon High School Utility Tunnel Cleaning Project. Funds are available in Acct. # 09205010 5777 C0655, utilizing State of Connecticut Contract pricing per contract 16PSX0110.
- 4b. Authorize the NPS Facilities Dept. to issue Change Orders on this contract for a total of \$7,450.00. Funds are available in Acct. # 09205010 5777 C0655.
- 5a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with EMCOR Services / New England Mechanical in the amount of \$46,345.00, for Brien McMahon High School Branch Ductwork Cleaning and Air Handler Cleaning serving AHU #2 & AHU #5 on the 2fl. Funds are available in Acct. # 09205010 5777 C0655, utilizing State of Connecticut Contract pricing per contract 15PSX0065.
- 5b. Authorize the NPS Facilities Dept. to issue Change Orders on this contract for a total of \$4,635.00. Funds are available in Acct. # 09205010 5777 C0655.

D. PLANNING COMMITTEE

- 1. Approval for Mayor Harry W. Rilling to execute the proposed amendment to the land disposition and development agreement ("LDA") 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 proposed amendment to the loan recognition agreement ("LRA"), by and between POKO-IWSR Developers, LLC, the City of Norwalk, the Redevelopment Agency of the City of Norwalk, Citibank, N.A...., dated November 14, 2007 (as amended), which amendments to the LDA and LRA are necessary to allow for the proposed development by Municipal Holdings, LLC to complete the Phase I construction of the Wall Street Place Project.

X. MOTIONS POSTPONED TO A SPECIFIC DATE

X. SUSPENSION OF RULES

XI. ADJOURNMENT

APPOINTMENTS

ARTS COMMISSION	M/C	Nwlk. Code 17A
PETER SMYTH (D)		Term Expires 07/11/2022
4 Brookhill Lane Norwalk, CT 06851		

REAPPOINTMENTS

ZONING COMMISSION	M/C	Nwlk. Code 79
LOU SCHULMAN (U)		Term Expires 07/01/2022
23 James Street Norwalk, CT 06850		
STEPHANIE THOMAS (D)		Term Expires 07/01/2022
81 William Street Norwalk, CT 06851		
MICHAEL WITHERSPOON (D)		Term Expires 07/01/2022
5 Observatory Place Norwalk, CT 06854		
FRANK MANCINI (R)		Term Expires 07/01/2022
22 Friendly Road Norwalk, CT 06851		

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PROPOSALS REQUIRING THE EXPENDITURE OF CITY FUNDS ARE SUBJECT TO
THE AVAILABILITY OF FUNDS**

Mayor Rilling called the meeting to order at 7:30 p.m. and led the Assembly in reciting the Pledge of Allegiance.

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
	Mr. Colin Hosten	Mr. Nicholas Sacchinelli
	Ms. Barbara Smyth	
District A:	Ms. Eloisa Melendez	
District B:	Ms. Darlene Young	Mr. Ernest Dumas
District C:	Mr. John Kydes	Ms. Beth Siegelbaum
District D:	Mr. George Tsiranides	
District E:	Mr. Thomas Livingston	

At Roll Call there were twelve (12) Common Council members present.

Also present were Mayor Harry Rilling, Associate Corporation Counsel, Darin Callahan and City Clerk, Donna King.

II. ACCEPTANCE OF MINUTES

Regular Meeting: June 25, 2019

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

III. PUBLIC PARTICIPATION

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

Ms. Nancy Rosett spoke in support of the two re-appointments to the Bike Walk Commission.

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS: There were none this evening.

APPOINTMENTS: John Lesko, Planning Commission

**** MR. KYDES MOVED TO APPROVE THE APPOINTMENT OF JOHN LESKO
TO THE PLANNING COMMISSION**

Mr. Kydes spoke in support of the appointment.

Mayor Rilling also spoke in support of this appointment.

**** MOTION PASSED UNANIMOUSLY**

REAPPOINTMENTS: Christina Bisceglie, Bike Walk Commission
Barbara McCabe, Bike Walk Commission

**** MS. YOUNG SPOKE IN SUPPORT OF THE REAPPOINTMENTS OF
CHRISTINA BISCEGLIE AND BARBARA MCCABE TO THE BIKE WALK
COMMISSION**

Ms. Young spoke in support of the reappointments.

**** MOTION PASSED UNANIMOUSLY**

Ms. King administered the Oath of Office to Mr. Lesko, Ms. Biscoglie and Ms. McCabe

MAYOR'S REMARKS:

Mayor Rilling said it was his pleasure to reappoint William Ireland, Chief Building Officer, Deanna D' Amore, Director of Health and Brian McCann, Assistant Corporation Counsel. He also mentioned that he had an opportunity to visit Sheffield Island to preview the newly constructed Pavilion and was very impressed with what he saw. He highly recommends a visit to the Island and added that it is one more gem in the City of Norwalk. He added that he saw between 30 – 35 horseshoe crabs at Sheffield Island.

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. SACCHINELLI MOVED THE FOLLOWING CONSENT CALENDAR:**

VII.A.1, VII.A.1, VII.A.2, VII.B.1, VII.B.2A, VII.B.2B, VII.B.4, VII.D.1A, VII.D.1B, VII.D.2A, VII.D.2B

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE THE "AGREEMENT - USE OF 334 WILSON AVE FOR EVERSOURCE MAINTENANCE PROJECT AND USE OF 319 WILSON AVENUE FOR ALTERNATE SPACE FOR BUSES" BY AND BETWEEN THE CITY OF NORWALK, THE NORWALK BOARD OF EDUCATION, FIRST STUDENT, INC., AND CONNECTICUT LIGHT AND POWER COMPANY D/B/A

EVERSOURCE ENERGY CONCERNING EVERSOURCE'S 1608 LINE MAINTENANCE PROJECT, AND THE "SIDE LETTER AGREEMENT" ANNEXED TO THE AGREEMENT AS EXHIBIT 1.

VII. COMMON COUNCIL COMMITTEES

A. HEALTH, WELFARE AND PUBLIC SAFETY COMMITTEE

1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A SUBGRANT AGREEMENT BETWEEN THE CITY OF NORWALK AND TRINITY CDC, INC. FOR THE PROVISION OF CHILD CARE SERVICES IN ACCORDANCE WITH THE OFFICE OF EARLY CHILDHOOD PURCHASE OF SERVICE CONTRACT # 18OECDC01NWK.

2. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO SIGN AN AMENDMENT TO THE "AGREEMENT BY AND BETWEEN CITY OF NORWALK AND TOWN OF WESTON FOR JUVENILE REVIEW BOARD SERVICES" TO AUTO-RENEW THE AGREEMENT EACH JULY 1ST FOR A ONE YEAR PERIOD, SO LONG AS ALL OTHER TERMS OF THE AGREEMENT REMAIN THE SAME.

B. PUBLIC WORKS COMMITTEE

1. AUTHORIZE THE MAYOR, HARRY W. RILLING TO EXECUTE AN AMENDMENT WITH TIGHE & BOND TO PROVIDE ADDITIONAL CONSTRUCTION OBSERVATION SERVICES FOR THE NORWALK DPW CAPITAL PROJECTS THROUGH NOVEMBER 30, 2019 FOR A SUM NOT TO EXCEED \$126,100.00. ACCOUNT NO. 09 20 4021 5777 C0021 09 20 4062 5777 C0361

2A. AUTHORIZE THE MAYOR, HARRY W. RILLING TO EXECUTE AN AGREEMENT WITH DEERING CONSTRUCTION INC. FOR PROJECT RD2019-1 CONCRETE CURBS AND SIDEWALKS AT VARIOUS LOCATIONS FOR A SUM NOT TO EXCEED \$1,757,021.20. ACCOUNT NO. 09 18 4021 5777 C0021 09 19 4021 5777 C0021 09 20 4021 5777 C0021 09 19 4021 5777 C0318 09 20 4021 5777 C0318

2B. AUTHORIZE THE CHIEF OF OPERATION & PUBLIC WORKS TO EXECUTE ORDERS ON THE CONTRACT WITH DEERING CONSTRUCTION INC. FOR PROJECT RD2019-1 CONCRETE CURBS AND SIDEWALKS AT VARIOUS LOCATIONS FOR A SUM NOT TO EXCEED \$175,702.12. ACCOUNT NO. 09 18 4021 5777 C0021 09 19 4021 5777 C0021 09 20 4021 5777 C0021 09 19 4021 5777 C0318 09 20 4021 5777 C0318

3. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A LEASE AGREEMENT WITH THE STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION FOR APPROXIMATELY 2,692 SQUARE FEET OF STATE SURPLUS PROPERTY FOR STATE PROJECT 102-350 NORWALK RIVER VALLEY TRAIL –PHASE 2. *CONSENT TO REMOVE*

**4. AUTHORIZE THE PURCHASING AGENT TO ISSUE A PURCHASE ORDER TO MCMAHON FORD FOR THE PURCHASE OF ONE (1) 2019 FORD EXPLORER XLT FOR A SUM NOT TO EXCEED \$34,103.73.
ACCOUNT NO. 09 18 4031 5777 C0313 09 19 4031 5777 C0313**

D. LAND USE AND BUILDING MANAGEMENT COMMITTEE

1A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH NEWFIELD CONSTRUCTION, INC. AS THE CONSTRUCTION MANAGER (CM) FOR THE REMEDIATION PHASE OF THE NORWALK HIGH SCHOOL WOOD DOOR/PANELING REPLACEMENT PROJECT, TO ACCEPT A PARTIAL GUARANTEED MAXIMUM PRICE (GMP) FOR A TOTAL NOT TO EXCEED \$74,709.00. FUNDS ARE AVAILABLE IN ACCT. #0918/195010 5777 C0610.

1B. AUTHORIZE THE NFCC TO ISSUE CHANGE ORDERS ON CONTRACT FOR A TOTAL NOT TO EXCEED \$7,470.00.

2A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A CONTRACT WITH AAIS (ASBESTOS ABATEMENT & INSULATION SERVICES CORP.) FOR THE NORWALK HIGH SCHOOL WALL PANEL REMOVAL AND REMEDIATION PROJECT FOR A TOTAL NOT TO EXCEED \$94,432.00. ACCT. #0918/195010 5777 C0610.

2B. AUTHORIZE THE NFCC TO ISSUE CHANGE ORDERS ON CONTRACT FOR A TOTAL NOT TO EXCEED \$9,432.00.

**** MOTION PASSED UNANIMOUSLY**

VII. COMMON COUNCIL COMMITTEES

C. FINANCE COMMITTEE

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

1. RESOLUTION WITH RESPECT TO THE AUTHORIZATION, ISSUANCE AND SALE OF UP TO \$35,000,000 CITY OF NORWALK GENERAL OBLIGATION REFUNDING BONDS.

Mr. Dachowitz explained the item and compared it to refinancing a mortgage. The interest rates are at a record low and by doing this the City could save an estimated 6.6% for a total estimated annual savings of \$2.75 million.

**** MOTION PASSED UNANIMOUSLY**

Mayor Rilling thanked Mr. Dachowitz for bringing new ideas and knowledge to the City. He said his Cabinet meets every Monday and invited every Common Council member to join them. Mayor Rilling thanked Ms. Fogel.

X. MOTIONS POSTPONED TO A SPECIFIC DATE

There were none.

X. SUSPENSION OF RULES

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

**** MR. LIVINGSTON MOVED TO SUSPEND THE RULES TO ADD THE FOLLOWING ITEM TO THE AGENDA**

1. AUTHORIZATION TO SETTLE CLAIM OF JOSEPH MAURO V. CITY OF NORWALK, FILE NO. 0165935.

RESOLVED, THAT THE CLAIM OF JOSEPH MAURO V. CITY OF NORWALK (FILE NO. 0165935) BE SETTLED UP TO AN AMOUNT NOT TO EXCEED THE SUM OF TWENTY-ONE THOUSAND AND THREE HUNDRED AND SIXTY-NINE DOLLARS AND THREE CENTS (\$21,369.03) TO BE CONTRIBUTED BY THE CITY OF NORWALK AND THE CITY COMPTROLLER IS HEREBY AUTHORIZED TO ISSUE A CITY DRAFT IN SAID AMOUNT. FURTHER, THAT THE MAYOR BE AUTHORIZED TO EXECUTE A SETTLEMENT

AND/OR ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS SETTLEMENT

**** MOTION PASSED UNANIMOUSLY**

**** MR. LIVINGSTON MOVED TO GO INTO EXECUTIVE SESSION**

A brief discussion took place.

**** MR. LIVINGSTON WITHDREW HIS MOTION TO GO INTO EXECUTIVE SESSION**

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

**** MR. LIVINGSTON MOVED THE FOLLOWING ITEM**

1. AUTHORIZATION TO SETTLE CLAIM OF JOSEPH MAURO V. CITY OF NORWALK, FILE NO. 0165935.

RESOLVED, THAT THE CLAIM OF JOSEPH MAURO V. CITY OF NORWALK (FILE NO. 0165935) BE SETTLED UP TO AN AMOUNT NOT TO EXCEED THE SUM OF TWENTY-ONE THOUSAND AND THREE HUNDRED AND SIXTY-NINE DOLLARS AND THREE CENTS (\$21,369.03) TO BE CONTRIBUTED BY THE CITY OF NORWALK AND THE CITY COMPTROLLER IS HEREBY AUTHORIZED TO ISSUE A CITY DRAFT IN SAID AMOUNT. FURTHER, THAT THE MAYOR BE AUTHORIZED TO EXECUTE A SETTLEMENT AND/OR ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS SETTLEMENT

**** MOTION PASSED UNANIMOUSLY**

XI. ADJOURNMENT

**** MS. MELENDEZ MOVED TO ADJOURN**

**** MOTION PASSED UNANIMOUSLY**

There was no further business and the meeting was unanimously adjourned at 7:53 p.m.

ATTEST: Donna King, City Clerk

4 Brookhill Lane
Norwalk, CT 06851



Peter Smyth

203-216-3194
Smyth03498@yahoo.com

Creative Capabilities:

Brand packaging design
Packaging structure
Brand and corporate Identity
Brand visual strategy
360 Integrated brand marketing
Brand styleguides
Copy-writing and concepting
Product and brand naming
Innovation ideation
Product line and shelf strategies
Point-of-sale and merchandising
Print and on-line advertising
Shopper marketing
Website design

Management capabilities:

Positive leadership inspiration
Comprehensive creative direction
Cross-functional group management
Agency process design
Staff recruiting, mentoring and training
Sales and new business proposals
Project estimating and budgets

Hands-on digital skills:

Adobe Creative Suite CC
- Photoshop
- Illustrator
- InDesign
Separation-ready production files
Photoshop channeling & retouching
Hand prototyping

Education:

Southern Connecticut State University,
New Haven, CT
BS Fine Art, Print Making

Strategically-minded senior design executive and lifelong fine artist. Has a strong reputation of proven results for international and national brands. Passionate about fine arts, design, and the new world of social media. Thrives in a collaborative setting and always brings out-of-the-box thinking to every challenge.

BrandSmyth 5/16 - Present

An integrated marketing agency in Norwalk, CT
www.Brandsmyth.com

Principal Owner & Executive Creative Director 5/16 - Present

Founded a new marketing agency dedicated to elevating a brand's performance through superior design and communications. A full-service design firm, BrandSmyth works across design disciplines to ensure all consumer touch-points are consistently powerful.

- Retained clients represent a broad swath of categories from food to medical devices to DIY home and auto care.
- Extensive social media work including: content creation, copy-writing, strategy, and community management.
- New agency model that offers clients reduced cost from high overhead or permanent staff positions.
- Extensive use of local resources when possible.
- Dedicated to remaining in Norwalk, CT and focused on growing the business with Connecticut clients.

Colangelo Synergy Marketing 2/05 - 4/16

An integrated marketing agency in Norwalk CT.

Part of the Omnicom DAS group. www.colangelo-sm.com

Group Creative Director Home & Wellness 4/15 - 4/2016

Responsible for all creative output on brands housed under Home & Wellness group. Creative lead for a 12 person team of designers and writers that complete integrated marketing assignments in packaging, digital, social, advertising, experiential, and shopper spaces.

- Led agency reorganization into vertical groupings of clients in similar classes of trade: Luxury, Lifestyle, Home & Wellness.
- Developed agency brand-ownership process to control creative vision and consistency across all consumer touch points.
- Successfully led integrated marketing assignments for: Trojan, Nair, OxiClean, Filippo Berio, Orajel, and Arm & Hammer.
- Collaborated with specialists to identify and integrate industry best practices of each creative discipline.

Peter Smyth

Awards

Creativity International:

2014 Silver: BG Meyer Cigars

Effie North America:

2010 Bronze Healthcare OTC: Trojan Ecstasy (Shared credit. Listed under partner agency Joey Company)

PMA Reggie:

2015 Silver: Camacho Cigars

2011 Gold: Magnum Live Large Project

American Package Design Awards

2016 Arrid

2016 OxiClean HD

2016 Trojan H2O

2014 Trojan Natural Lamb Condoms

2014 Grand Marnier Signature Collection

2014 Filippo Berio Olive Oil

2014 Chobani Kids Yogurt

2014 Camacho Cigars

Communicator Awards:

2011 Magnum Live Large Project

2011 Trojan Vibrations Package

2010 Integrated Spinbrush Sonic

2010 Integrated Trojan Ecstasy

Globes Award:

2011 Best-Integrated Communications Campaign: Magnum Live Large

Connecticut Advertising Club:

2011 Gold: Trojan Vibrations Packaging

2011 Gold: Sledgehammer Integrated

2010 Bronze: Fram Direct Mail

2010 Bronze: Guinness Packaging

2009 Gold: Fram Boost Identity

2006 Gold: Trojan Elexa Packaging

2005 Gold: Fram Packaging

Automotive After-market APPEX:

2004 Best in Show: Fram Airhog

2003 Best In Show: Autolite XT

2000 Fram POS Innovation Award

Director of Packaging & Branding 4/06– 4/15

Built an award-winning packaging & branding team of 15 as a start-up within a larger integrated marketing agency. Elevated packaging to be a core agency offering on par with national firms.

- Highly profitable group averaged 3.9 MM in annual project fees against staffing costs of 29%.
- Earned AOR status and was primary creative lead on packaging for all **Church & Dwight** brands.

Creative Director Packaging 2/05 – 4/06

- Successfully pitched Church & Dwight packaging business
- Recruited, hired and trained agency packaging team from scratch

Brands: Arm & Hammer (all categories), Sabra, Spinbrush, OxiClean, Trojan, First Response, Nair, Arrid, Mentadent, Seventh Generation, Filippo Berio, Chobani Champions, Vitafusion, Little Critters, Futuro, Post Kid's Cereals, Honeywell, Swiss Army, Fram, Autolite, Bendix, Guinness, Jose Cuervo, Emmi, Bird's Eye, Leo Schachter, Camacho, Avo, Kimberly-Clark, and Thule.

Liljeqvist & Wargo 11/01 – 02/05

A small brand and product design company in Norwalk, CT

www.lwbranddesign.com

Associate Creative Director

- Created brand product packaging and developed key branding strategies for firm's signature clients.
- Managed client accounts from initial creative presentations through final press runs.

Brands: Fram, Bendix, Autolite, Prestone, Honeywell CPG, Kimberly-Clark, Liquid Nails, ICI, Verilux, and Shop Towels.

HMS Design 6/99 – 11/01

A boutique packaging design firm in Norwalk, CT

www.HMSdesign.com

Senior Designer

Brands: Allied Domec, Kahluha, Snapple, Snapple Elements, Mystic, Rolling Rock, Honeywell CPG, and Tecaté.

Macey Noyes Associates 6/93 – 6/99

A brand and product design agency in Wilton, CT

Designer & Production Manager

Brands: Motorola, Duracell, Remington, Haynes Her Way, Pitney Bowes, and Iomega.

Louis Schulman

23 James Street, Norwalk, Connecticut 06850

Phone: 203-846-2854 – Cell: 203-851-2330 - E-Mail: louisschulman@hotmail.com



Objective

To secure a volunteer position with the City of Norwalk where I can apply my intelligence and the skills I have acquired over a forty-five year career in public and non-profit service.

Skills

- Strong management skills including supervising and working with people, operations, and finances.
- Understanding the relationships between and among City departments and an ability to work well with a diverse group of people.
- Consensus building.
- Extensive experience and ability to work with local, state, and federal governments at all levels.
- Strong planning skills

Experience

Norwalk Transit District, Norwalk, Connecticut

5/76 – 1/15

Administrator (Chief Executive Officer)

- Responsible for overseeing and directing a staff of 150 managing a 100-vehicle public transit network operating throughout southwestern Connecticut; also serving areas as far north as Danbury and as far east as Milford.
- Growing the service over thirty-eight years from 19 vehicles to 100.
- Securing annual operating funds from Norwalk, Westport, Stamford, and Wilton, as well as the State Department of Transportation.
- Securing on-going capital funds from the federal and state governments to maintain a state of good repair as well as funding for service expansions and the introduction of new technology.
- Securing \$20,000,000 in federal and state funds to construct two bus storage, maintenance, and administrative facilities. When the District outgrew the older facility, negotiating with the federal government to secure the facility for the City of Norwalk's use at no cost to the City.
- Securing over \$16,000,000 in federal and state funds for City of Norwalk projects carried out by City agencies, including construction of the South Norwalk rail station and garage.
- Securing federal and state funds to restore four of Norwalk's WPA murals. Commissioning eight original works of art and funding arts projects at the South Norwalk rail station and under the Washington Street rail bridge.

Operation SPEAR, Norwalk, Connecticut**2/70 – 12/75****Executive Director****12/72 – 12/75**

Oversaw the operation of an inpatient and outpatient drug abuse treatment program, and a drug use prevention program.

Administrative Assistant**2/70 – 11/72**

Secured federal and state operating funds and oversaw all administrative functions.

Norwalk Economic Opportunity Now**11/70 – 1/70****Administrative Assistant**

Prepared grant applications.

VISTA (Volunteers in Service to America)**9/68 – 6/70****VISTA Volunteer at the Community Action Agency, Danbury, Connecticut**

Community development work in a poverty area of the City of Danbury. Operated a community youth center and helped to develop the first federally funded day care center in Danbury.

Other Community and Board Service

- National Academy of Sciences (Transportation Research Board), currently part of a team overseeing a national study of remote learning for front line transit employees.
- Treasurer of the Human Services Council of southwest Connecticut. Chaired the Community Indicators study three times.
- Mayor's representative to and Treasurer of the South Western Regional Mental Health Board.
- Board member, Norwalk Senior Center.
- Participated in or oversaw more than 25 local, regional, and statewide transportation and community development studies.
- Presented at more than 20 national, regional, and statewide transportation and urban development conferences.
- Former member of the Metropolitan Planning Organization.
- Former Chair, Connecticut Association for Community Transportation.
- Former member, and legislative committee chair, Transit for Connecticut.

Education

B.A. Queens College of the City University of New York

(D)

STEPHANIE THOMAS

81 William Street, Norwalk, CT
06851

Founder and President, Stetwin Consulting (2013 to present)

Stetwin Consulting specializes in fundraising and event strategy for non-profit organizations. Events organized by the firm generate an aggregate of over \$20 million annually. Under her leadership, Stetwin Consulting undertakes responsibility for all fundraising and event activities, including, but not limited to, fund raising strategy, integration of events with major gift efforts, board engagement and fundraising training, and all event logistics.

Susan Ulin Associates, President (1995 to 2013)

After joining the firm as an intern in 1995, Stephanie advanced through the ranks, helping to grow the business from 3 to 40 clients annually and overseeing a staff of 25. The firm undertook all event activities, including, but not limited to, fund raising strategy, site and vendor selection, integration of on-site technology elements, prospect research, budget and timeline management, list management, serving as liaison with event leadership, record keeping, follow up to solicitations, financial reporting and on-site management of the event.

Other Paid Positions

- **American Red Cross in Greater New York**, Coordinator, Institutional Giving (1993 to 1994)
- **United Negro College Fund**, Prospect Researcher for the organization's \$250 million capital campaign (1991 to 1993)

Volunteer Positions

- **Association of Fundraising Professionals**, Member and Former Board Member (1991 to present)
Stephanie has served the local chapter and the international association on a variety of committees and task forces including serving as president of the New York City board, serving on the nominations committee for the international and New York boards, serving as a member of the strategic planning committee for the international association, chairing Fundraising Day in New York, the largest conference on philanthropy in the country. She is currently chairing a task force to revise the NYC chapter's governance policies.
- **Directions for Our Youth**, Board Member (1996 to 1998)
- **Women in Development**, New York, Member and Former Board Member (1997 to present)
- **Nonprofit Coordination Committee of New York**, Board Member (2015 to present)
Stephanie has served on many task forces for the organization and served on the Nonprofit Excellence Awards selection committee. Stephanie is currently serving as Chair of the Awards.
- **Norwalk Housing Authority Foundation**, Member Scholarship Committee (2017 to present)
- **Carver Foundation of Norwalk**, Development Committee and Gala Co-Chair (2018 to present)
- **Norwalk Democratic Town Committee**, Member and Assistant Treasurer (2018 to present)
- **Fairfield County Community Foundation**, Fund for Women and Girls Luncheon Committee (2019 to present)

Education/Certifications

Certified Fund Raising Executive (CFRE)
New School University, MS in Nonprofit Management (1996)
New York University, BA in Sociology (1991)



Michael L. Witherspoon

E-mail address:
spoontitle@aol.com

Home address:
5B Observatory Place
Norwalk, CT 06854
(203) 853-2915

EDUCATION North Carolina Central University School of Law, Durham, NC
Juris Doctorate, May 2002

University of South Carolina, Columbia, SC
Bachelor of Science in Business Administration, cum laude, May 1998
Majors: Marketing & Management

ACADEMIC HONORS National Society of Collegiate Scholars, Golden Key National Honor Society

LEADERSHIP ROLES 2001-02 ABA/LSD-Fourth Circuit Lt. Gov. of Membership of NC, SC, VA & WV
2011-12 Connecticut Bar Association
2007-Present Observatory Place Condominium Association Attorney
2016-17 Democratic Town Committee District B Member

EXPERIENCE **ATTORNEY**
Law Office of Michael L. Witherspoon, LLC, Norwalk, CT 08/07-Present.
Performed title examining, closings, correspondence, case research, internet research, handled probate, housing and real estate cases, prepared leases, attended courtroom hearings, worked on the City of Norwalk Tax Sale Project and other jobs.

ATTORNEY
Ma'yergi & Associates, LLC, Stamford, CT 04/06-07/07.
Performed title searching, closings, correspondence, case research, internet research, handled civil, housing, immigration and real estate cases, attended courtroom hearings and other jobs.

ATTORNEY
Law Office of Michael L. Witherspoon, LLC, Stamford, CT 1/05-3/06.
Performed title searching, closings, correspondence, document recording, internet research, case research, handled housing, civil and traffic cases, client interviewing, attended courtroom hearings and other jobs.

ATTORNEY
Law Offices of Gregory G. Andriunas, Stamford, CT 8/02-12/04.
Performed title searching, closings, will preparation, correspondence, recording, internet research, case research, handled housing, civil and traffic cases, client interviewing, attended courtroom hearings, conferences and other jobs.

LAW CLERK
Loflin & Loflin Law Firm, Durham, NC 5/00-4/02.
Performed various support and legal work including correspondence, telephone coverage, case research, filing, memo writing, client interviewing and other jobs.

PERSONAL INTERESTS Traveling, attending sporting events, tennis and reading.

Michael L. Witherspoon

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spoontitle@aol.com

Home address:
SB Observatory Place
Norwalk, CT 06854
(203) 853-2915

References

Attorney John C. Land, III, P. O. Drawer 138, Manning, SC 29102; (803) 435-8894

Attorney Ann F. Loflin, 123 Orange Street, P. O. Box 1315, Durham, NC 27702;
(919) 682-0383

Attorney Antoinette Richardson-Kaine, P. O. Box 29, Stratford, CT 06615;
(203) 813-8875



Frank Mancini

22 Friendly Road, Norwalk, Connecticut 06851
Mobile (203) 434-1324 / E-Mail: frank.mancini03@gmail.com

Summary:

Experienced Senior Vice President with a demonstrated history of working in the Asset Based Lending and Factoring industries dealing with middle market and small business opportunities. Developed and implemented a versatile credit monitoring system that focuses on the early detection of watch list accounts. In addition to risk management, encompasses extensive sales and operation experience along with an in-depth knowledge of project management.

Related Experience:

01/17 – Present **Plus Funding Group**, White Plains, New York

Senior Vice President

- Originate, underwrite, and structure asset based, factoring, purchase order, and mobilization facilities across all market sectors from startup operations to mature organizations
- Responsible for new business originations, negotiating proposal of terms, structuring facilities, and performing client due diligence on all new business opportunities
- Act as a sounding board and employ problem solving skills along with business intelligence gained through lending to various industries throughout career
- Engage with both large groups and individuals and apply a highly developed communication and collaboration skill set
- Attended various trade shows, industry conferences, and utilized social media to obtain new business connections and borrower prospects

06/16 – 12/16 **Happy Rock Merchant Solutions**, New York, New York

Head of Underwriting

- Supervised a team of three (3) underwriters
- Evaluated merchant applications with a primary focus on analyzing the borrowers' overall business stability to determine credit worthiness and approval amounts
- Verify and review all submissions for any inconsistencies and fraud
- Perform Merchant phone interviews to understand the nature of client's business operations
- Coordinate with agents at Independent Sales Organizations (ISO) to obtain required documentation

03/10 – 06/16 **CapFlow Funding Group**, Rutherford, New Jersey

Director, Head of Underwriting and Risk Management

- Created a comprehensive risk management system, CAST (Collateral Analysis and Surveillance Testing) Monitoring System
- Member of investment committee
- Underwrote, structured, approved, and managed asset based, factoring, purchase order, and mobilization facilities across all market sectors from startup operations to mature organizations
- Responsible for client due diligence, underwriting, collateral monitoring and portfolio management.
- Managed a team of three which included two underwriters and one surveillance manager
- Relationship Manager for performing accounts and Workout Manager for troubled accounts

04/05 – 03/10 **Whitecap Advisors**, Norwalk, Connecticut

Vice President

- Manage the fund's Asset Based Loan investments with an AUM of \$350MM
- Supervise distressed credits and liquidations along with restructuring loan agreements
- Developed the underwriting and risk rating monitor systems, Portfolio Tracker, that is designed to track the collateral and financial trends of each investment
- Led a team of professionals with ultimate responsibility for their portfolio clients
- Originate, structure, underwrite, and monitor all new ABL investments (Lead originations and participations)
- Created the fund's risk rating system and assisted the general partner with ABL valuations
- Member of the fund's Trade Finance and Accounts Receivable Finance Company investment committees

02/07 – 01/09 **Darien Rowayton Bank**, (Represented Whitecap Advisors) Darien, Connecticut

Board of Director, Member

- Member of the Bank Loan Committee, reviewed and approved all transactions in excess of \$1MM
- Member of the Bank's ALCO (Asset Liability Committee), matched time duration deposits (liabilities) to loans (assets) and invested in Federal Guaranteed MBS (Mortgage Backed Securities) investments
- Audit Committee, assisted audit firm with the annual review of the Bank's financials
- Voted and expressed opinions on the direction of the bank (Executive, Marketing, and Operations)
- Reviewed monthly financials and presented ideas to the board for increase profitability

10/02 – 4/05 **UBS Investment Bank**, Stamford, Connecticut

Fixed Income, Business Unit Controller, (5/2004-4/2005)

- Report daily trading P&L activity to traders and senior management
- Investigate cash breaks between the trading system (FOS) to the cash settlement system (ADP), additionally, reconcile activity per trading book to the Bloomberg terminal for any position or mark difference
- Sign-off on monthly Balance and Income Statements and perform reserve, inventory, and open trade analysis while calculating fees earned into UBS's books and record system (Socrates)
- Provide a monthly commentary that details a majority of the leading income positions for the Business Manager, internal/external audit, and Senior Management
- Liaison with the trading desk, front-office support, Operations, and Global Reporting to discuss and resolve ad hoc issues concerning bookings, new business, and strategy

Exchange Traded Derivatives, Operations Specialist – Control, (10/2002 – 5/2004)

- North American lead and project coordinator for the creation of the ETD Global Work Flow Account Opening Tool for Clearing Only, Execution Only, and House accounts
- Calculate the Segregation Requirements for Non-Cross Margining Customers per CFTC Regulations, Daily Trade Volume Report, Daily ETD Trade Break Report, and Daily Broker Collateral Report
- Identify and reconcile daily integrity break(s) within the Roulle & Nolan settlement system
- Represent ETD during bi-monthly meetings and highlight ETD's risk exposure to the Operational Risk Management Team for both futures and equity options
- Responsible for the fee structure set-up for all new direct member exchange relationships (KCBT, MGE)

6/99 – 10/02 **General Electric, Commercial Finance**, Stamford, Connecticut

In-Charge Investment Analyst, (7/2000 – 10/2002)

- Led field examinations for current and prospective borrowers consisting of three or more associates that ranged from manufacturing to service, and from performing to restructuring companies
- Gather and evaluate due diligence data on accounts receivable, inventory, cash, and accounts payable
- Point person between the client, audit team, underwriting, and senior management
- Assisted in the orientation and training program of Investment Analyst new hires

Portfolio Analyst, (6/1999 – 7/2000)

- Serve as a liaison with the Finance department for the cash reconciliation process, suspense reconciliation process, and general inquiries regarding the CF portfolio for 30 managed account
- Facilitated the funding of new deals and loan payouts for the NE region
- Administer advances and collections to customer's existing term and revolving loan balances

Education:

1999 Bachelor of Science Degree in Finance

Southern Connecticut State University, New Haven, Connecticut

Recipient of the 1999 S.C.S.U. School of Business Outstanding Student Award

Volunteering:

- Goldman Sachs 10,000 Small Business Program, LaGuardia Community College
- SCORE Business Mentor, Fairfield County

Training:

- Omega Performance Commercial Loans to Business
- UBS Mortgage & Asset Based Securities
- UBS Derivatives & Securities
- General Electric's Six Sigma DMAIC, Greenbelt
- GE Capital's Portfolio Management Review

Affiliations:

- Commercial Finance Association (CFA)
- International Factor Association (IFA)
- Association for Corporate Growth (ACG)
- Turnaround Management Association (TMA)

Reference:

References furnished upon request.

V.A.1

Deborah R. Brancato
Partner
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707 Summer Street
3rd Floor
Stamford, CT 06901

June 18, 2019

VIA FED EX AND E-MAIL

Eric Bernheim, Esq.
Halloran & Sage LLP
315 Post Road
Westport, CT 06880
bernheim@halloransage.com

RE: Norwalk Land Development, LLC/The SoNo Collection

Dear Counsel:

Further to our conversations, I am writing to request your review of a proposed transfer of indirect ownership interests in Norwalk Land Development, LLC, the owner of the property being developed with The SoNo Collection (the "Owner"), known as 100-101 North Water Street (MBL 2-18-3) (the "Property").

In particular, the parent company of the Owner, BPR Nimbus LLC (f/k/a GGP Nimbus, LLC), a subsidiary of Brookfield Property REIT Inc. (collectively, and together with its affiliates, "Brookfield"), intends to transfer 100% of the indirect ownership interests in Owner to a newly formed Delaware limited liability company in connection with a qualified opportunity zone fund sponsored by affiliates of Brookfield. The transaction contemplates that Brookfield would continue to own at least 10% of the indirect ownership interests in the Owner, while any remaining indirect ownership interests would be owned by a private investment fund, which itself will be owned by third party investors and managed by Brookfield. Brookfield would continue to manage and operate The SoNo Collection (collectively, the "Transaction"). The current owner of the Property itself (i.e., Norwalk Land Development, LLC) would continue to be the owner of the Property after the closing of the Transaction. Brookfield anticipates closing on Transaction in August 2019, though closing could occur sooner. Enclosed herewith is a chart of the proposed Transaction. Please note that this chart is for demonstrative purposes only, and the specific final structure of the Transaction is subject to change.

As you are aware, the Land Disposition & Development Agreement ("LDA") between the Owner, the Norwalk Redevelopment Agency ("RDA"), and the City of Norwalk ("City") governing the Property contains certain provisions requiring consent from RDA and/or the City

CA 7/10/19

Eric Bernheim
June 18, 2019
Page 2 of 2

Common Council prior to certain assignments or transfers by Owner of its interest in The SoNo Collection and/or the LDA. (See LDA Amendment #4, Section 11).

Since the Owner will not be assigning or transferring its interests in The SoNo Collection, or the LDA, and the direct ownership of the Property will not change in connection with the Transaction, we respectfully believe that the transfer provision of the LDA is not applicable and that no approvals are required.

However, if upon your review of this matter, you determine consent is necessary, please so advise, and consider this letter the Owner's formal request for such consent. Should this be the case, we ask that you schedule review of this matter by the Common Council and RDA in a manner that is consistent with our client's anticipated timeframe for commencing the Transaction.

We are happy to discuss any of this further should have any questions. Please do not hesitate to contact us.

Sincerely,

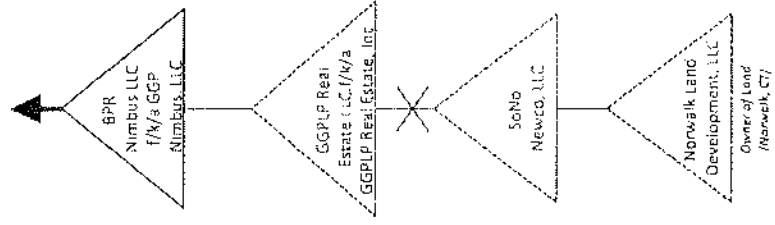


Deborah Brancato, Esq.

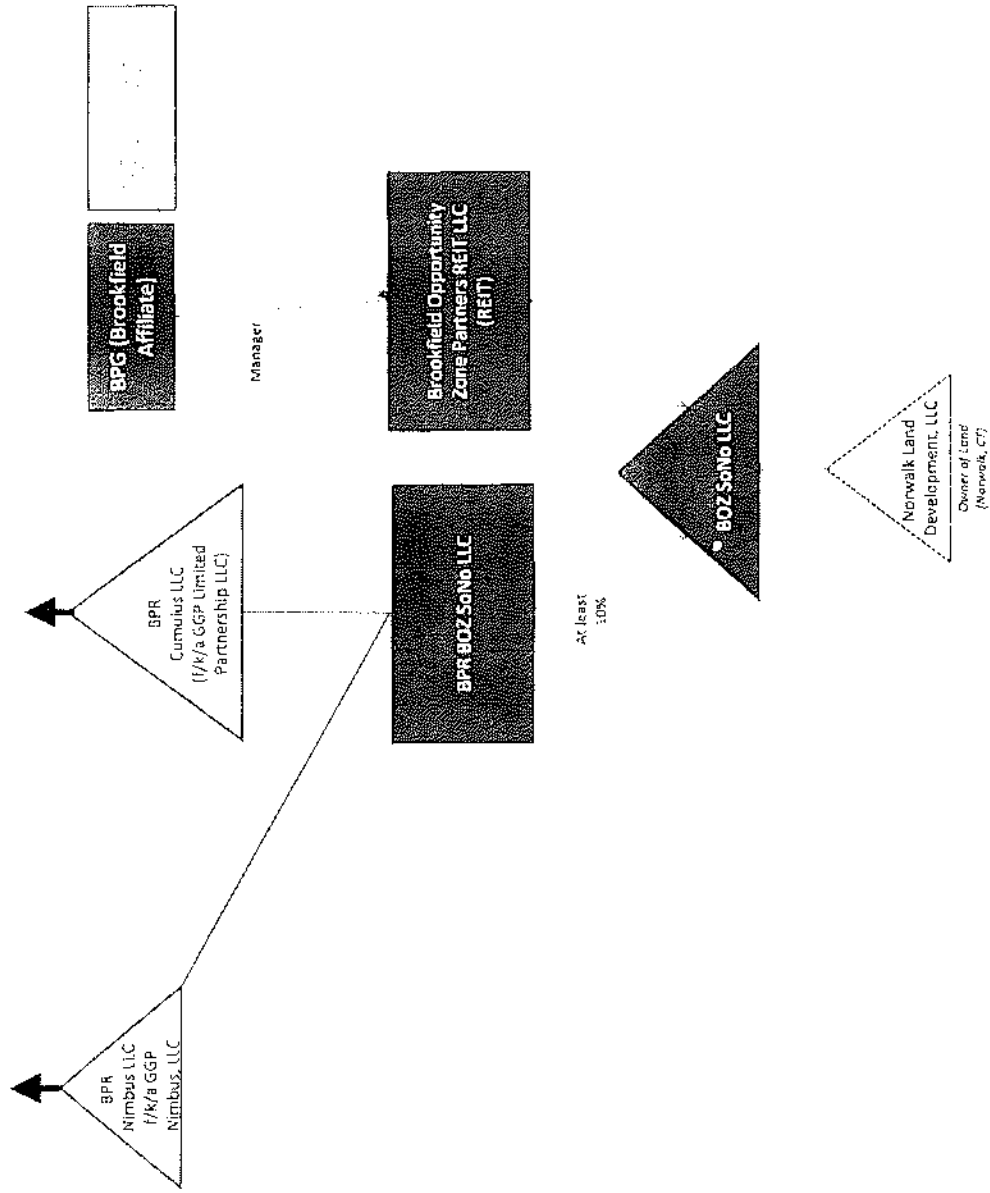
Enclosure

cc: Kimberly Lehtman, Esq.

Current Structure



Potential Proposed Structure



AGENDA

JULY 11, 2019

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE

APPROVED BY TAX COLLECTOR

<u>PAY TO:</u>	<u>BILL No & AMOUNT REFUNDED</u>	<u>REASON</u>
ACAR LEASING LTD	17-MV-300661 (\$248.84)	PRORATION
FINANCIAL SER VEH TRUST	17-MV-322325 (\$194.56)	PRORATION
	17-MV-405073 (\$269.85)	PRORATION
JULIAN CHERYL	17-MV-335368 (\$278.21)	PRORATION
MERRITT KIMBERLY	17-MV-344480 (\$50.06)	PRORATION
MILLER SANDRA L	17-MV-344961 (\$44.58)	PRORATION
NISSAN INFINITI LT	17-MV-348409 (\$18.61)	PRORATION
	17-MV-348576 (\$223.01)	PRORATION
	17-MV-348111 (\$244.73)	PRORATION
	17-MV-348741 (\$256.74)	PRORATION
SELLERS KEVIN	17-MV-360363 (\$16.79)	PRORATION
TOYOTA LEASE TRUST	17-MV-366239 (\$106.38)	PRORATION
USB LEASING LT	17-MV-368112 (\$808.62)	PRORATION
VAULT TRUST	17-MV-369199 (\$156.25)	PRORATION
VW CREDIT LEASING LTD	17-MV-370750 (\$288.36)	PRORATION
	17-MV-370882 (\$515.07)	PRORATION
	17-MV-800595 (\$202.54)	PRORATION
VW CREDIT LEASING LTD	17-MV-370891 (\$98.23)	PRORATION
WHEELS LT	17-MV-371808 (\$283.95)	PRORATION
	17-MV-371829 (\$171.74)	PRORATION
	17-MV-371837 (\$27.14)	PRORATION



CITY OF NORWALK, DEPARTMENT OF FINANCE
Tax Collector's Office

P: 203-854-7731 / F: 203-854-7770

125 East Avenue Room 105
Norwalk, Connecticut 06851
www.norwalkct.org

To: Mayor Harry Rilling; Board of Estimate and Taxation; Finance & Claims Committee
From: Lisa Biagiarelli, Tax Collector
Date: July 11, 2019
Re: Narrative for June, 2019 Tax Collector's Reports

As of the end of June 2019, technically the end of our fiscal year, we had collected more than \$321 million, or **98.68%** of our \$325 million adjusted tax levy. In addition, as of the end of June, 2019, we collected more than \$16 million of our sewer use levy, or **98.89%**. We also collected 88.09% of the year's IPP (Industrial Pretreatment Program) fee on behalf of the Water Pollution Control Authority. Compared with the prior fiscal year, we are slightly behind with regard to both current taxes (-0.47%) and sewer use (-0.27%). However, we did meet our budgeted collection goals, and I believe our 98.68% collection rate on current taxes will again prove to be the highest current collection rate among Connecticut's six largest cities.

Through the month of June, 2019, we also collected more than \$4.2 million in back taxes, interest, lien fees and other fees. This amount is \$494,361 more than what had been collected in the prior fiscal year as of the end of the month of June. As always, our figures are *net of refunds and credits* that have to be given due to court cases where taxpayers successfully appealed their assessment and were due money back, or cases where taxpayers simply overpaid / paid in error.

Our new fiscal year began on July 1, but we were already collecting taxes on the new grand list "in advance," during the month of June. For this reason, there are two June 2019 monthly reports – one for the 2017 grand list, and one for the new 2018 grand list. The new bills were 'due' July 1, 2019, and are payable without interest by August 1, 2019. Those bills were mailed on June 19. The early mailing spreads the collection period out over about six weeks. During June, we collected nearly \$10 million on the new current levy of \$331 million – 2.96%.

Taxpayers have numerous options when paying their taxes. In addition to the traditional methods of writing a check and mailing it, or coming to our office at City Hall, we also offer on line payments with a credit or debit card, telephone payments, "E Checks" (ACH payments), or in person payments at bank branches. For those who do not want to navigate the parking lot at City Hall, but still want to make a payment in person, payment may be made at 13 Norwalk bank branches. There is no cost for using this service; the banks are conveniently located closer to where people live or work; and some are open during hours when we are not, including weekends. The taxpayer does not have to be a customer of that particular bank to use the walk in payment option, and the taxpayer does receive a receipt.

For those who pay on line, the ACH payment option offers a secure and convenient option. Because of changes at the US Postal Service and the resulting delays that have affected mail delivery over the last several years, we encourage taxpayers to consider the ACH option for their tax payments. For a flat fee of \$1.50, taxpayers can avoid the uncertainty and potential anxiety of mailing their tax payment. More information about all these options can be found on the back of the tax bill and on our website.

TAX COLLECTOR'S REPORT JUNE 2019

FISCAL YEAR 2018-2019 (2017 GRAND LIST)	ADJ. TAX COLLECTIONS		COLLECTION %	CORRECTED LEVY*	CHANGE IN LEVY	COLLECTION %
	ORIGINAL LEVY	JUN 18 - JUN 19				
AUTOMOBILE-REGULAR	\$19,786,892.64	\$18,539,916.30	93.70%	\$19,394,092.40	(\$391,800.24)	95.60%
AUTOMOBILE-SUPPLEMENTAL	\$3,590,970.07	\$3,141,453.37	87.48%	\$3,514,846.44	(\$76,123.63)	89.38%
PERSONAL PROPERTY	\$21,248,718.54	\$20,632,761.24	97.10%	\$21,243,784.64	(\$4,933.90)	97.12%
REAL ESTATE	\$280,879,420.26	\$278,985,152.05	98.29%	\$281,453,258.73	\$473,338.47	99.12%
TOTAL TAX	\$325,605,001.51	\$321,299,282.96	98.68%	\$325,605,982.21	\$980.70	98.68%
SEWER USE	\$15,844,431.00	\$16,091,995.77	101.56%	\$16,272,566.00	\$428,135.00	98.89%
IPP FEE	\$207,250.00	\$182,342.12	87.98%	\$207,000.00	(\$250.00)	88.03%

FISCAL YEAR 2017-2018 (2016 GRAND LIST)	JUN 17 - JUN 18		COLLECTION %	CORRECTED LEVY*	CHANGE IN LEVY	COLLECTION %
	ORIGINAL LEVY	JUN 17 - JUN 18				
AUTOMOBILE-REGULAR	\$18,742,512.33	\$17,596,500.77	93.89%	\$18,391,904.40	(\$350,607.93)	95.68%
AUTOMOBILE-SUPPLEMENTAL	\$3,260,045.73	\$2,955,384.93	90.65%	\$3,244,551.80	(\$15,493.93)	91.09%
PERSONAL PROPERTY	\$20,774,746.28	\$20,400,831.28	98.20%	\$20,998,392.44	\$223,646.16	97.15%
REAL ESTATE	\$288,517,650.26	\$287,792,617.08	99.36%	\$288,758,274.18	(\$759,376.08)	99.64%
TOTAL TAX	\$312,294,954.60	\$308,745,394.06	98.86%	\$311,393,122.82	(\$901,831.78)	99.15%
SEWER USE	\$16,371,652.00	\$16,370,683.83	99.99%	\$16,501,311.00	\$129,659.00	99.16%
IPP FEE	\$204,250.00	\$189,316.57	92.69%	\$214,000.00	\$9,750.00	88.47%

TAX DIFFERENCE 2017 G.L. vs. 2016 G.L.
INCREASE/(DECREASE) \$13,310,046.91 \$12,553,888.90 -0.19% \$14,212,859.39 \$902,812.48 -0.47%

SEWER DIFFERENCE 2017 G.L. vs. 2016 G.L.
INCREASE/(DECREASE) \$472,779.00 \$721,311.94 1.57% \$771,255.00 \$298,476.00 -0.27%

IPP DIFFERENCE 2017 G.L. vs. 2016 G.L.
INCREASE/(DECREASE) \$3,000.00 (\$8,974.46) -4.71% (\$7,000.00) (\$10,000.00) -0.38%

BACK TAXES COLLECTED	FISCAL YR 2018-2019		FISCAL YR 2017-2018		CUR YR vs. PRIOR YR	
	(JUL 18 - JUN 19)	(JUL 18 - JUN 19)	(JUL 17 - JUN 18)	(JUL 17 - JUN 18)	(INC/DEC)	
PRIOR TAXES	\$1,911,289.13	\$1,911,289.13	\$1,573,940.92	\$1,573,940.92	\$337,328.21	
PRIOR SEWER USE FEE	\$268,233.22	\$268,233.22	\$55,729.21	\$55,729.21	\$212,504.01	
PRIOR IPP FEE	\$12,900.00	\$12,900.00	\$10,386.37	\$10,386.37	\$2,513.66	
TOTAL PRIOR TAX, SEWER & IPP	\$2,192,402.38	\$2,192,402.38	\$1,640,056.50	\$1,640,056.50	\$552,345.88	
CURRENT INTEREST	\$841,069.72	\$841,069.72	\$823,032.36	\$823,032.36	\$18,017.34	
PRIOR INTEREST	\$682,194.46	\$682,194.46	\$694,405.43	\$694,405.43	(\$212,210.97)	
SEWER USE FEE INTEREST	\$68,040.57	\$68,040.57	\$68,327.67	\$68,327.67	(\$20,287.10)	
IPP FEE INTEREST	\$7,824.00	\$7,824.00	\$6,383.12	\$6,383.12	\$1,440.88	
TOTAL INTEREST COLLECTED	\$1,599,128.75	\$1,599,128.75	\$1,612,168.60	\$1,612,168.60	(\$213,039.85)	
PRIOR LIEN FEE	\$11,190.21	\$11,190.21	\$15,044.08	\$15,044.08	(\$3,853.87)	
CURRENT LIEN FEE	\$7,689.16	\$7,689.16	\$9,953.79	\$9,953.79	(\$2,264.63)	
TOTAL LIEN FEE COLLECTED	\$18,879.37	\$18,879.37	\$24,997.87	\$24,997.87	(\$6,118.50)	
MISC FEES COLLECTED**	\$412,883.43	\$412,883.43	\$251,710.13	\$251,710.13	\$161,173.30	
TOTAL PRIOR TAX, ALL INTEREST & ALL FEES	\$4,223,293.93	\$4,223,293.93	\$3,728,933.10	\$3,728,933.10	\$494,360.83	

* CORRECTED LEVY INCLUDING CERTIFICATES OF CORRECTION & SUSPENSE TRANSFERS
** PRIOR & CURRENT FISCAL YEAR INCLUDES TAX SALE AND TITLE SEARCH FEES PROCESSED THRU MUNIS

TAX COLLECTOR'S REPORT
JUNE 30, 2019
ADVANCE COLLECTIONS

FISCAL YEAR 2019-2020
(2018 GRAND LIST)

	ORIGINAL LEVY	ADJ. TAX COLLECTIONS JUN 2019	COLLECTION %	CORRECTED LEVY*	COLLECTION %
AUTOMOBILE-REGULAR	\$20,298,846.96	\$1,920,525.51	9.46%	\$20,261,980.75	9.48%
PERSONAL PROPERTY	\$18,801,474.70	\$347,987.09	1.85%	\$18,779,061.06	1.85%
REAL ESTATE	\$292,525,761.66	\$7,535,616.95	2.58%	\$291,991,598.54	2.58%
TOTAL	\$331,626,083.32	\$9,804,129.55	2.96%	\$331,032,640.35	2.96%
SEWER USE FEE	\$16,686,428.00	\$366,290.56	2.20%	\$16,683,950.00	2.20%
IPP FEE	\$203,250.00	\$11,000.00	5.41%	\$208,750.00	5.27%

FISCAL YEAR 2018-2019
(2017 GRAND LIST)

	ORIGINAL LEVY	JUN 2018			
AUTOMOBILE-REGULAR	\$19,785,892.64	\$2,607,701.28	13.18%	\$19,718,614.25	13.22%
PERSONAL PROPERTY	\$21,248,718.54	\$1,287,110.59	6.06%	\$21,248,718.54	6.06%
REAL ESTATE	\$280,979,420.26	\$14,678,099.33	5.22%	\$280,914,269.96	5.23%
TOTAL	\$322,014,031.44	\$18,572,911.20	5.77%	\$321,881,602.75	5.77%
SEWER USE FEE	\$15,844,431.00	\$591,436.25	3.73%	\$16,209,685.00	3.65%
IPP FEE	\$207,250.00	\$26,050.50	12.57%	\$207,250.00	12.57%
DIFFERENCE 2018 G.L. vs. 2017 G.L. TAX ONLY - INC/(DEC)	\$9,612,051.88	(\$8,768,781.65)	-2.81%	\$9,151,037.60	-2.81%
DIFFERENCE 2018 G.L. vs. 2017 G.L. SEWER USE FEE ONLY - INC/(DEC)	\$641,997.00	(\$225,145.69)	-1.54%	\$474,265.00	-1.45%
DIFFERENCE 2018 G.L. vs. 2017 G.L. IPP FEE ONLY - INC/(DEC)	(\$4,000.00)	(\$15,050.50)	-7.16%	\$1,500.00	-7.30%

* CORRECTED LEVY INCLUDING CERTIFICATES OF CORRECTION

SOLE SOURCE PROCUREMENT REQUEST

Date - 7/2/19

Please read the Sole Source procurement Policy printed on page 2 before filling out this request. This form is to be used in conjunction with the Procurement Request Form.

Briefly describe the scope of services or equipment needed. Attach a Procurement Request Form and complete specifications.

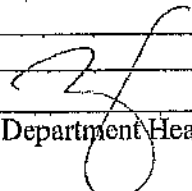
This purchase qualifies as a Sole Source procurement for the following reason(s):

- ☐ The compatibility of equipment is of paramount consideration.
- ☐ The compatibility of accessories, replacement parts is of paramount consideration.
- ☐ The sole supplier's item is needed for trial use or testing.
- ☐ The sole supplier's item is to be produced for resale or donation.
- ☐ A Public utility service
- ☒ Other, please explain -

SEE ATTACHED

Outline any research you did in determining that this vendor is the only one able to supply this item or service. Be specific as to names and addresses of firms or people contacted. Attach supportive documentation.

SEE ATTACHED


Department Head's Signature

The Purchasing Agent

☒ Supports

☐ Does not support

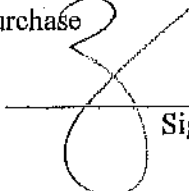
Corporation Council

☒ Supports

☐ Does not support

This request for a sole source purchase


Signature


Signature

SOLE SOURCE PROCUREMENT

Definition.

A proprietary vendor or sole source, as generally understood is one whose product is the only one which will meet a particular need.

A contract may be awarded for a supply, service, or construction item without competition when the Purchasing Agent, and Corporation Counsel or a designee of either office determines in writing that there is only one source for the require supply, service or construction item.

Application.

The provisions of this Regulation apply to all sole source procurements unless emergency conditions exist as defined by Purchasing Policy on Emergency Procurements.

Conditions for Use of Sole Source Procurements.

Sole source procurements is not permissible unless a requirement is available from only a single supplier. A requirement for a particular proprietary item does not justify a sole source procurement if there is more than one potential bidder or offeror for that item. The following are examples of circumstances which could necessitate sole source procurement:

- (a) where the compatibility of equipment, accessories, or replacement parts is of paramount consideration ;
- (b) where the sole supplier's item is needed for trial use or testing;
- (c) where the sole supplier's item is to be produced for resale or donation.
- (d) where public utility services are to be used.

The determination as to whether a procurement shall be made as a sole source is to be made by the Purchasing Agent, based on written justification put forward by the requesting Department. Such determination and the basis thereof are to be in writing. The Agent may specify the application of such determination and the duration if its effectiveness.

The Purchasing Agent's determination is to be reviewed by Corporation Council^{el} and, if over \$20,000.00, approved by the Common Council.

In cases of reasonable doubt, competition should be solicited. Any request by a Department that a procurement be restricted to one potential contractor shall be accompanied by an explanation as to why no other will be suitable or acceptable to meet the need.

Negotiation In Sole Source Procurement.

The Purchasing Agent will conduct negotiations, as appropriate, as to price, delivery, and terms.

Sole Source Procurement Qualification:

The Corporation Counsel's office seeks to enter into a licensing agreement with West Law (Thomson Reuters) for the use of their legal research tools (West Law Next program). This is a unique tool that is widely used by attorneys in the practice and has been used by our office for over a decade. The attorneys in our office are familiar with the software and practiced on it. In addition, research and search files have been saved by the attorneys in this office using this program. Renewing this license would allow the office to continue to operate efficiently, effectively and professionally.

In addition, attorneys in Connecticut are required to fulfill Continuing Legal Education (CLE) requirements on an annual basis. Our new license agreement includes access to CLE courses that will help us achieve this obligation while saving us money compared to other private offerings.

Sole Source and Cost Research/Negotiations:

In addition to determining that this purchase qualifies as a 'sole source procurement' the Law Department (Corporation Counsel) has worked closely with the Finance Director and the Purchasing Agent to negotiate the best available deal. With their assistance we were able to achieve substantial savings while improving the service we will be receiving.

The new agreement, which includes current services and Adding Westlaw Edge and the CLE will be \$2,438.86 per month. Year 2 and Year 3 (Year Over Year (YOY) Increase During the Minimum Term of 36 months) will increase by 1%. Traditionally, the increases for these services provided to the Corporation Counsel had been 5% YOY

The bottom line here is that the Law Department could not function effectively without this tool. The alternative, using a paper library, would not be as efficient and would negatively impact our ability to provide legal services to our City.

§ 32-1. Title; administration.

This chapter shall be known and referred to as "the Norwalk Code of Ethics." The Common Council of the City of Norwalk shall be charged with the administration of the Norwalk Code of Ethics. Accordingly, there shall be established an independent committee of five members and two alternates to be known as the "Board of Ethics." The Board of Ethics (the Board) shall be appointed by the Common Council and comprised as provided for in § 32-12 of this chapter.

§ 32-2. Declaration of policy.

- A. Public service is a public trust, and the proper operation of the City of Norwalk requires that all City ~~Officers~~ ~~officers~~ and ~~Employees~~ ~~employees~~, whether elected or appointed, paid or unpaid, be impartial and responsible to the public. Public office and employment must not be used for unfair personal or financial advantage. The public needs and deserves to have confidence in the integrity of the municipal government of our City.
- B. Officers and ~~Employees~~ ~~employees~~ of the City of Norwalk must refrain from personal, business, and financial activities that adversely affect the individual's fidelity and impartiality, having regard for the nature and scope of their official responsibilities.
- C. In recognition of the aforementioned principles, there is hereby established a Code of Ethics which shall apply for all City ~~Officers~~ ~~officers~~ and ~~employees~~ ~~Employees~~.

§ 32-5. Prohibited representation.

~~—A.~~

- A. No ~~officer~~ ~~Officer~~ or ~~employee~~ ~~Employee~~ shall represent a ~~p~~ ~~P~~erson or entity, other than the City, before or on behalf of any ~~a~~ ~~A~~gency of which he or she is a member, by which he or she is employed, or which is under his or her supervisory authority. This provision shall not preclude an ~~officer~~ ~~Officer~~ or ~~employee~~ ~~Employee~~ of the City from representing constituents in the course of his or her responsibilities for the City, provided that the ~~officer~~ ~~Officer~~ or ~~employee~~ ~~Employee~~ may accept no compensation or gift for such representation.

~~—B.~~

- B. An ~~officer~~ ~~Officer~~ or ~~employee~~ ~~Employee~~ who or whose ~~Immediate Family~~ ~~immediate family~~ member is employed or under retainer by a ~~p~~ ~~P~~erson having a matter pending before the ~~a~~ ~~A~~gency of which the ~~officer~~ ~~Officer~~ or ~~employee~~ ~~Employee~~ is an ~~officer~~ ~~Officer~~ or ~~employee~~ ~~Employee~~ shall disclose that fact in writing to the ~~a~~ ~~A~~gency and the City Clerk and shall abstain from participation in any deliberation, discussion, vote or other action relating to the matter. ^[KM1]

§ 32-6. Prohibited use of City property and facilities.

No ~~officer~~Officer or ~~employee~~Employee shall use or authorize others to use City-owned property, including vehicles and facilities, for any purpose other than the conduct of City business, except as follows:

~~—A.~~

- A. For purposes and on terms generally available to members of the public or other ~~officer~~Officers and ~~employee~~Employees of the City generally;

~~—B.~~

- B. In accordance with such ~~officer~~Officer's or ~~employee~~Employee's work or employment with the City in which the use of such property by such ~~officer~~Officer or ~~employee~~Employee is an element of his or her compensation, term of employment, or performance for the City;

~~—C.~~

- C. A minor or incidental use for personal purposes that is without cost to the City or a minor or nonincidental use for personal purposes that is authorized by the City; or

~~—D.~~

- D. For charitable, professional or volunteer work, provided the use is authorized by the City.

§ 32-7. Prohibited use of influence and information.

~~—A.~~

- A. An ~~officer~~Officer or ~~employee~~Employee shall not attempt to influence any other ~~officer~~Officer, ~~employee~~Employee or ~~a~~Agency concerning the handling of any matter or transaction of any business in which such ~~officer~~Officer or ~~employee~~Employee, or his or her ~~immediate family~~Immediate Family, has an interest, or from which he or she would be likely to gain or lose any material benefit that is not shared in common with the general public. This subsection does not prohibit an ~~officer~~Officer or ~~employee~~Employee from communicating with other ~~officer~~Officers, ~~employee~~Employees or agencies about a matter in which he or she has a financial or other legally protected interest, if such contact does not have as its goal the exertion of undue influence over the outcome and if the communication conforms to the following:

~~—(1)~~

- (1) It is limited to communications with an ~~officer~~Officer, ~~employee~~Employee or ~~a~~Agency responsible for the matter on behalf of the City; and

~~—(2)—~~

- (2) It is reasonable and necessary in terms of the customary conduct of the matter and is limited to lawful means and terms available to members of the public generally in similar circumstances.

~~—B.—~~

- B. ~~Unless otherwise required by federal, state or local law, an officer~~Officer or ~~employee~~Employee shall not disclose confidential City information, other than in accordance with established City procedure or with appropriate authorization from the City. Unless otherwise required by federal, state or local law, an Officer or Employee shall not disclose confidential City information other than in accordance with established City procedures or with appropriate authorization from the City.

~~—C.—~~

- C. An ~~officer~~Officer or ~~employee~~Employee shall not use to his or her advantage, any confidential City information for the purpose of advancing his or her financial or personal interest, or the interest of ~~their employer (if they are not an Employee of the City), or the interest of~~ a member of his or her- ~~Immediate Family-immediate family~~.

~~—D.—~~

- D. No ~~officer~~Officer or ~~employee~~Employee shall be required to participate in political campaigns for candidates, parties, political organizations or public issues. Nothing in this Code of Ethics shall preclude an ~~officer~~Officer or ~~employee~~Employee from seeking elective office and campaigning in connection therewith or in voluntarily participating in any political campaigns, parties, political organizations or public issues.

§ 32-10. Negotiation of future employment.

An ~~officer~~Officer or ~~employee~~Employee shall not solicit ~~future~~ employment with any ~~p~~Person or company who has a substantial matter pending before the ~~a~~Agency for which the ~~officer~~Officer serves or by whom the ~~employee~~Employee is employed. A matter is "substantial" if it involves a financial value of \$1,000 or more or involves a question of significant public policy for the City.



VII. C

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 : MEMBERS OF LAND USE AND BUILDING MANAGEMENT
COMMITTEE
MEMBERS OF COMMON COUNCIL

FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGER 

RE : MARITIME AQUARIUM- CSG –
PROGRAM MANAGEMENT SERVICES

DATE: JULY 10, 2019

As part of the Walk Bridge project and the need to remove Maritime Aquarium's existing IMAX Theater, the State has agreed to fund a Functional Replacement project which includes the construction of a new 4D Theater, reconstruction of the seal tank and other exhibits/building facilities that are impacted by the Walk Bridge project.

The original plan, management structure and mandated schedule were cumbersome and the project team was unable to deliver the project within the budget at the time. Subsequently, the City agreed to take on full project management responsibilities, including management of expenditure of funds. Additionally, the Project Team revised the project program to include only the 4D Theater and the Seal Tank while leaving remaining eligible items to be implemented only if there is free balance available. In accordance with the restructuring of the project team's responsibilities, the City is contracting directly with design consultants and construction trade contractors. The City, with DOT's concurrence, retained Construction Solutions Group (CSG) to provide Program Management services. The initial agreement was approved in mid December 2018 in the amount of \$135,000 which was expected to be expended by February 28, 2019. As we continued with our redesign and cost estimating efforts, CSG was able to extend their services until June 30, 2019 with available balance in the contract.

At this time, the Architect is completing the bid documents and the Construction Manager is prepared to advertise the project for bids in early August. Concurrently, the City needs to amend CSG's program management services contract in order to provide continued service for the preconstruction, bidding and construction phases of the project. Start of construction is scheduled for November 2019 and substantial completion is scheduled for December 31, 2020.

Attached is a fee proposal from CSG based on projected services required. The staffing level is based on part-time services with additional hours per month during bidding and start of construction. Thereafter, the hours would return to base level and would increase again at project completion. CSG's services extend beyond substantial completion at a minimum level in order to provide support to complete project closeout.

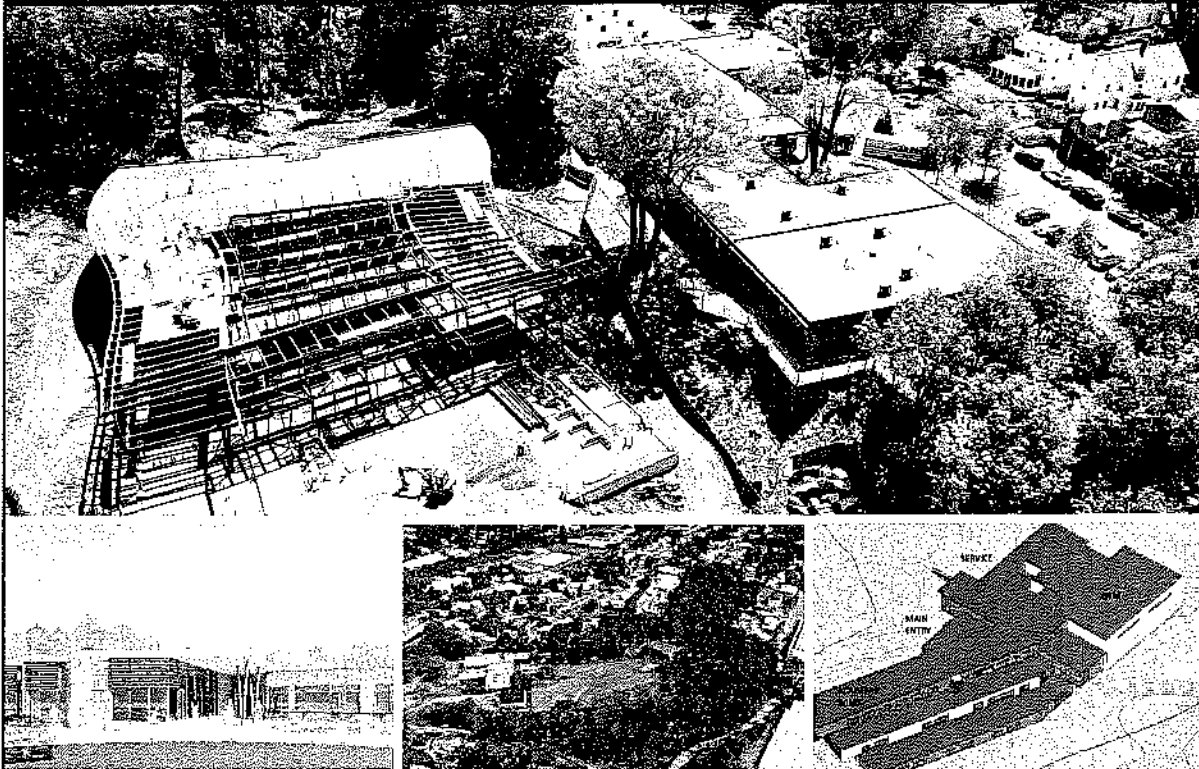
ACTION REQUESTED:

Authorize the Mayor, Harry W. Rilling, to execute an amendment to Construction Solutions Group, LLC's Contract (CSG) to provide program management services for the Maritime Aquarium functional replacement project for a total not to exceed \$347,830.00 plus an allowance of \$40,000 for reimbursable expenses. Funds are available from the State's Functional Replacement account #09194031 5799 C0635



CONSTRUCTION SOLUTIONS GROUP

EXCELLENCE IN OWNER'S REPRESENTATION, PROGRAM MANAGEMENT AND CONSTRUCTION ADMINISTRATION



PROPOSAL

CITY OF NORWALK

Owner's Representative Services - Norwalk Maritime Aquarium

SUBMITTED BY

Construction Solutions Group, LLC
P.O. Box 271860
West Hartford, CT 06127

DATE

July 10, 2019



July 10, 2019

Mr. Alan Lo
Building and Facilities Manager
City of Norwalk
125 East Avenue
Norwalk, CT 06851

RE: **Proposal - Owner's Representative Services - Maritime Aquarium**

Dear Ms. Burns:

Public construction projects, regardless of size, scope and complexity, need to be managed judiciously and in a fiscally responsible manner. As your designated Owner's Representative, it would be our utmost duty to ensure that the City of Norwalk's best interests are served throughout the course of this project – and that your budget, schedule and overall objectives and expectations are exceeded while administering the required work at Norwalk Maritime Aquarium.

Construction Solutions Group, LLC ("CSG") is a Connecticut-headquartered firm that focuses exclusively on delivering **excellence in owner's representation**. Unlike other firms that offer owner's representation as one in a list of many diverse service offerings, this type of work is **CSG's sole focus**. We specialize in providing design and construction oversight for State, local and federally funded projects. We are excited about the opportunity to expand our partnership with the City of Norwalk (City), as we are actively working in support of your \$170 million district-wide school construction program.

CSG brings a deep understanding of construction scheduling, budgeting, change order review, and safety. The majority of our team members come from the construction management industry where we gained invaluable experience managing large, multi-site, complex projects in the field. OPM work demands a different skill set and resume. CSG has the **firsthand construction experience** that our clients have come to rely on.

Our proposed Project Executive, Michael Small, is uniquely qualified to serve in this role overseeing a complex, multi-leveled project that involve multiple stakeholders. He will draw on related experience working in this capacity on the Learning Corridor project in Hartford, CT, which was similar in structure to the Walk Bridge/Maritime Aquarium project. Michael applied his skills as a facilitator and leader to garner consensus from Hartford Hospital, The Institute of Living, Trinity College and the City of Hartford – like yours, this project had a complex ownership structure.

Based on CSG's understanding of the issues at hand, our approach will be to gather information and identify gaps, meet with the key stakeholders including the State of Connecticut Department of Transportation (CT DOT), the Maritime Aquarium, and the City. In addition, we will meet with the Architect and Construction Manager (CM) to evaluate and recommend options for moving the project forward. We take a transparent, proactive, and results-driven approach to conflict resolution, keeping in mind the underlying objective of delivering a successful project.

Please contact me at (860) 306-7134 or by email at jimg@csgroup-llc.com with questions, requests for additional information, or further clarifications regarding this submittal. Thank you for your consideration.

Sincerely,
CONSTRUCTION SOLUTIONS GROUP, LLC

A handwritten signature in blue ink, appearing to read "James P. Giullano".

James P. Giullano
President



COMPANY OVERVIEW



Innovation, not imitation.

Construction Solutions Group, LLC (CSG) was established to provide owner's representation, program management, construction administration and related consulting services.

CSG is a strategic collaboration of professionals providing a level of expertise garnered from their collective years in the construction industry that is incomparable to our competitors. CSG does not provide construction owner's project management services as an aside to other core services such as move management or commissioning – rather, owner's project management services is our core service. Our staff serve as an extension of yours – working with your best interests in mind throughout all phases of project planning, design and construction.

CSG is registered as a Small Business Enterprise (SBE) by the State of Connecticut Department of Administrative Services.

AREAS OF EXPERTISE

- Grant Applications
- Referendum Services
- Design Management
- Design & Construction Procurement
- Budget & Schedule Management
- Bidding Oversight
- Construction Administration
- Closeout Services



SCOPE OF SERVICES

Project Approach

CSG will be coordinating construction activities with the Maritime Aquarium to minimize the extent of adverse impacts to business operations/visitor experience and to balance these effort with overall cost and schedule. We recognize the underlying objective to maintain current revenue levels during construction. Furthermore, we understand the importance of coordinating the closure of the existing IMAX theater with the opening of the new 4D theater.

A project of this nature, at an institution that is invaluable to the City, will demand close attention to detail and communication throughout each step of the process. The CSG team is fully prepared to provide the required services to ensure the successful completion of this work, in accordance with the scope of services presented below.

Scope of Services

INITIAL REVIEW AND EVALUATION

- Review and verify the completeness of the program, project budget and project schedule, the management and business plan, the master critical path project schedule (CPM schedule). Review all project related reports and comment on the status of the Project, scope, schedule and budget.
- Investigate the risks identified by the previous program manager, including previous Owner's Representative costs (and total 'soft costs'). Investigate the risk mitigation strategy and decision tree to mitigate any and all existing and potential risks to the various stakeholders. Identify any new risks and associated potential impact to the project. Review the programming of the Project and each Individual Project to ensure adherence to the established schedule and budget.
- CSG is the City of Norwalk's representative and will collaborate with the Maritime Aquarium, Project architect, construction manager and the State of Connecticut Department of Transportation. In order to facilitate a complete and accurate review, all applicable information must be provided to CSG's representative.
- CSG will review and suggest updates, if necessary, to the master schedule for the Project and verify that the CPM schedule clearly shows each Individual Project, all tasks, deadlines and milestones, such as; programming, design, construction, commissioning and closeout. We will define any and all other tasks which are necessary to complete the project



SCOPE OF SERVICES

- Review all invoices and payments to date to the architect, engineers, consultants, attorneys, Construction Manager, contractors, vendors, etc., and provide recommendations for revisions.
- Assess the constructability review document and interview the construction manager with regard to the method in which the constructability review was performed.
- Review the value engineering document and interview the construction manager and architect with regard to the implementation of value engineering.
- Evaluate and compare trade contractor's bids to the bid packages, construction documents and schedule to determine if the bid documents were clear and determine if there is consistency among the bidding contractors.
- Evaluate the project schedules (CT DOT and Maritime Aquarium) in an effort to find opportunities to re-sequence work and reduce the budget
- Evaluate consultants adherence to contract requirements, was there a clear understanding between what was communicated and what was designed

IMPLEMENTATION OF RECOMMENDATIONS

- Review agreements and scope of work between all stakeholders (CT DOT, City, Maritime Aquarium, Architect, CM) and make recommendations regarding authority and responsibilities.
- Communicate with the stakeholders our observations and provide recommendations for implementation.
- Oversee the overall management of the implementation of the recommendations.
- Coordinate and manage any re-design if needed and review all drawings and specifications for completeness and accuracy.

MANAGEMENT OF CONSTRUCTION ACTIVITIES

- Assist with coordinating and managing pre-construction services, as applicable
- Assist with developing and managing individual Project specific risk management plans
- Coordinating all consulting activities including any remaining design activities, commissioning agents, environmental consultants and move management.



SCOPE OF SERVICES

- Assisting in the selection of Project consultants not already selected, including, but not limited to, development of RFQs, RFPs, analysis of proposals, managing the interview process and development of recommendations for selections.
- Review all invoices for payment submitted by the architect, engineers, consultants, Construction Manager, contractors, vendors, etc., and provide recommendations for revisions and/or payment.
- Conduct/attend meetings with stakeholders
- Provide all project administration services necessary to facilitate the orderly progress of each Individual Project. CSG will monitor construction activities and help facilitate communication with the Aquarium and the City of Norwalk.
- Review and comment on monthly reports, including financial, schedule updates and projections throughout the duration of the Project, and identify and manage all risks.
- Provide informational updates to the City of Norwalk and its Common Council and the Aquarium as needed.
- Assist the City with proposals to CT DOT and other government agencies regarding funding for Project components, evaluate record keeping procedures associated with Project funding, expenses and payments.
- Attend job meetings with architects, engineers, consultants and the construction manager to review current project progress and issues
- Attend scope review meetings. Review and evaluate recommendations for award of purchase orders and construction contracts
- Provide on-site staff, as necessary, to monitor construction. Review, evaluate and audit, as necessary each phase of construction to determine completion in accordance with objectives of cost, time and quality
- Review change orders for scope, legitimacy and pricing; return to CM for edits; recommend for approval.
- Oversee the management of the Punch-list, Owner's Manuals and Warranties turn-over to the City and Aquarium.
- Assist in the procurement and monitoring of FF&E installation and payment.

CONSTRUCTION SOLUTIONS GROUP, LLC

Norwalk Program Management
Norwalk, CT

2019													
Principal							4	4	4	4	4	4	\$4,267
Project Executive							43	43	34	34	34	34	\$36,714
Sr. Project Manager							69	69	69	69	86	86	\$67,200
													\$108,181

2020													
Principal	4	4	4	4	4	4	4	4	4	4	4	4	\$8,960
Project Executive	34	34	34	34	34	34	34	34	34	34	34	34	70,845
Sr. Project Manager	86	69	69	69	69	69	69	69	69	86	86	86	\$124,472
													\$204,277

2021													
Principal	4	4	4	4									\$3,136
Project Executive	17	17	17	17									12,398
Sr. Project Manager	34	34	34	34									\$19,837
													\$35,371

Sub-Total \$347,830
Reimbursables \$40,000
TOTAL \$387,830

Hourly Rates:

	2017	2018	2019	2020	2021
Principal	\$150.00	157.50	\$165.38	\$173.64	\$182.33
Project Manager	\$120.00	\$126.00	\$132.30	\$138.92	\$145.86
Grant Specialist	\$115.00	\$120.75	\$126.79	\$133.13	\$139.78
Assistant PM	\$100.00	\$105.00	\$110.25	\$115.76	\$121.55
Estimator	\$125.00	\$131.25	\$137.81	\$144.70	\$151.94
Financial Specialist	\$115.00	\$120.75	\$126.79	\$133.13	\$139.78
Procurement specialist	\$110.00	\$115.50	\$121.28	\$127.34	\$133.71
Administrative support	\$60.00	\$63.00	\$66.15	\$69.46	\$72.93

Exclusions:

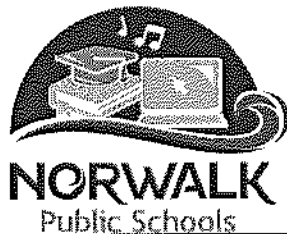
Legal Fees
Specialty financial consultants
Postage/overnight delivery services
Drawing reproductions
Travel
Copies
On-site office w/ power heat, telephone & data, furniture
Office Supplies

Reimbursables:

Mileage
Postage/overnight services
Drawing reproductions
Parking
Travel
Copies
Legal Fees

Notes:

Once CSG is in receipt of requested information we anticipate the work to be done generally within a three month time frame working full-time. CSG will bill on an hourly rate basis (utilizing our previous competitively bid hourly rates) plus expenses. Please note, CSG believes this task may require more than one individual. CSG hereby provides our not to exceed estimate for one Principal and an Assistant Project Manager for the Initial Review and Evaluation phase only in the amount of \$125,688.00 plus reimbursable expenses of \$16,500. Typical reimbursable expenses include mileage, office supplies, copies, printing, parking, legal fees, drawing reproductions, travel, postage and overnight delivery services.



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

TO: LAND USE & BUILDING MANAGEMENT COMMITTEE

FROM: WILLIAM HODEL, DIRECTOR OF FACILITIES & MAINTENANCE

RE: NPS – ROWAYTON ELEMENTARY SCHOOL ASBESTOS
ABATEMENT & NEW FLOORING INSTALLATION

DATE: JULY 8, 2019 (REVISED JULY 18, 2019)

Rowayton Elementary School is outfitted with asbestos containing floor tile (act) in some classrooms, offices, hallways, kitchen & store rooms. The School District's Asbestos Management Plan has confirmed that this material tested positive for asbestos containing material (acm) and recommends the removal and replacement due to health concerns. As a result the Norwalk Public Schools is procuring contractor's to remove the asbestos floor tiles and install new vinyl flooring in Hallways and Classrooms. This project was included in the 2019-20, capital budget and approved by the Common Council on April 9, 2019. In addition, the Common Council approved the final plans, project manual and cost estimate for this project during the June 11, 2019, session.

The Facilities Department solicited quotes from three (3) vendors all of which are registered with the State of Connecticut as licensed asbestos removal firms and on the State's approved vendor list.

Below is a summary of all quotes received on July 17, 2019, for ASBSETOS REMOVAL:

FIRM	STATE CONTRACT #	LUMP SUM AMOUNT
BESTECH Inc. of Connecticut	16PSX0110AA	\$92,000.00
AAIS Corp.	16PSX0110AD	\$96,750.00
HAZ-PROS, Inc.	16PSX0110AB	\$126,000.00

Upon review of all received quotes, the City's Purchasing Department and the BOE Facilities Dept. respectively recommend the award to the apparent lowest cost firm, BESTECH Inc. of Connecticut.

ACTION REQUESTED:

- a. **Authorize the Mayor, Harry W. Rilling, to execute an Agreement with BESTECH Inc. of Connecticut for the Rowayton Elementary School Asbestos Project – Asbestos Abatement for a total not exceed \$92,000.00. Funds are available in Acct. # 09205010 5777 C0653.**
- b. **Authorize the NPS Facilities Dept. to issue Change Orders on this contract for a total not to exceed \$9,200.00. Funds are available in Acct. # 09205010 5777 C0587.**

The Facilities Department solicited quotes from four (4) vendors all of which are registered with the State of Connecticut as licensed flooring installation firms and on the State's approved vendor list.

Below is a summary of all quotes received on July 17, 2019, for NEW FLOORING INSTALLATION:

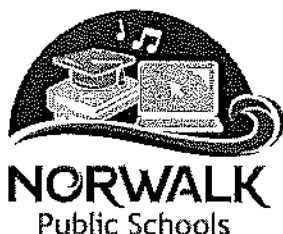
FIRM	STATE CONTRACT #	LUMP SUM AMOUNT	ALTERNATE 1
Reliable Flooring Contractor, LLC	12PSX0307AR	\$43,730.00	\$4,957.00
M. Frank Higgins & Co. Inc.	12PSX0307AJ	\$66,718.00	\$10,335.00
The John Boyle Company, Inc.	12PSX0307AX	\$141,212.00	\$3,500.00
Sullivan & Son Carpet, Inc.	12PSX0307AU	Declined to bid	Declined to bid

Upon review of all received quotes, the Purchasing Department and the BOE Facilities Dept. respectively recommend the award to the apparent lowest cost firm, Reliable Flooring Contractor LLC.

ACTION REQUESTED:

- a. **Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Reliable Flooring Contractor, LLC for the Rowayton Elementary School Asbestos Project – New Flooring Installation for a total not exceed \$48,687.00 (Base bid plus Alternate Item). Funds are available in Acct. # 09205010 5777 C0653 and #09205010 5777 C0587.**
- b. **Authorize the NPS Facilities Dept. to issue Change Orders on this contract for a total not to exceed \$4,869.00. Funds are available in Acct. # 09205010 5777 C0587.**

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

TO: LAND USE & BUILDING MANAGEMENT COMMITTEE

FROM: WILLIAM HODEL, DIRECTOR OF FACILITIES & MAINTENANCE

RE: NPS – BRIEN MCMAHON HIGH SCHOOL, INDOOR AIR QUALITY

DATE: JULY 8, 2019

The Brien McMahon High School community has expressed concerns surrounding Indoor Air Quality (IAQ) due to reported health concerns by a number of individuals. Both CONN-OSHA and UCONN Health have been called in to conduct thorough inspections and provide recommendations. It has been suggested by both entities to thoroughly clean the utility tunnels on the 1fl and the ductwork and air handling units serving the 2fl. As a result, the Norwalk Public Schools has solicited two vendors from the State of Connecticut Contract Pricing List to conduct these tasks. This project was included in the 2019-20, capital budget and approved by the Common Council on April 9, 2019.

ACTION REQUESTED:

- a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with HazPros Inc. in the amount of \$74,500.00, for the Brien McMahon High School Utility Tunnel Cleaning Project. Funds are available in Acct. # 09205010 5777 C0655, utilizing State of Connecticut Contract pricing per contract 16PSX0110.
- b. Authorize the NPS Facilities Dept. to issue Change Orders on this contract for a total of \$7,450.00. Funds are available in Acct. # 09205010 5777 C0655.
- c. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with EMCOR Services / New England Mechanical in the amount of \$46,345.00, for Brien McMahon High School Branch Ductwork Cleaning and Air Handler Cleaning serving AHU #2 & AHU #5 on the 2fl. Funds are available in Acct. # 09205010 5777 C0655, utilizing State of Connecticut Contract pricing per contract 15PSX0065.
- d. Authorize the NPS Facilities Dept. to issue Change Orders on this contract for a total of \$4,635.00. Funds are available in Acct. # 09205010 5777 C0655.

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

**THE PLANNING COMMITTEE
OF THE COMMON COUNCIL**

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

VII. D

TO: MEMBERS OF THE NORWALK COMMON COUNCIL
FROM: TAMI STRAUSS ACTING EXECUTIVE DIRECTOR
RE: PROPOSAL FOR PHASE I of WALL STREET PLACE AND RELATED INSTRUMENTS
DATE: JULY 19, 2019

Attached is the Wall Street Place Phase I proposal that was submitted to the City of Norwalk ("City") and the Redevelopment Agency ("Agency") on June 13, 2019 by Municipal Holdings LLC (an affiliate of Citibank) and their recommended Redeveloper the JHM Financial Group, LLC ("JHM"). Also attached are the proposed amendments to the Land Disposition Agreement ("LDA") and Loan Recognition Agreement ("LRA"). The public parties were in negotiations with Citibank and JHM regarding the Phase I proposal since Municipal Holdings LLC acquired title to the property in July 2017. Those negotiations included a formal mediation process. The terms set forth in the Phase I proposal were negotiated by the public parties.

The Planning Committee conducted a Special Meeting on July 2, 2019 where there was public comment and JHM presented the Phase I proposal and answered question of the Committee. The Planning Committee also conducted a public hearing regarding the Phase I proposal on July 18, 2019. On July 18, 2019, the Planning Committee approved advancing the Phase I proposal, including the proposed amendments to the LDA and LRA, to the Common Council for its approval as follows:

REQUESTED ACTION: Approval for Mayor Harry W. Rilling to execute the proposed amendment to the land disposition and development agreement ("LDA") 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 proposed amendment to the loan recognition agreement ("LRA"), by and between POKO-IWSR Developers, LLC, the City of Norwalk, the Redevelopment Agency of the City of Norwalk, Citibank, N.A., dated November 14, 2007 (as amended), which amendments to the LDA and LRA are necessary to allow for the proposed development by Municipal Holdings, LLC to complete the Phase I construction of the Wall Street Place Project.



Deborah R. Brancato
Partner
Phone: 203.252.2648
Fax: 203.325.8608
dbrancato@carmodylaw.com

707 Summer Street
3rd Floor
Stamford, CT 06901

June 13, 2019

VIA E-MAIL

Timothy T. Sheehan
Executive Director
Norwalk Redevelopment Agency
Norwalk City Hall, 2nd Floor
125 East Avenue
Post Office Box 5125
Norwalk, CT 06856-5125
TSheehan@norwalkct.org

Mario Coppola, Esq.
Corporation Counsel
City of Norwalk, CT
125 East Avenue
Post Office Box 798
Norwalk, CT 06856-0798
mcoppola@norwalkct.org

Tim, Mario:

Further to your discussions with my client, JHM Financial Group LLC ("JHM"), enclosed please find a proposal by JHM, on behalf of Municipal Holdings, LLC, for development of Wall Street Place, together with plans and project budget, for consideration by the Common Council of the City of Norwalk ("Council") and the Norwalk Redevelopment Agency ("RDA").

We understand that the Norwalk Zoning Commission recently approved a change to the regulations governing the CBD zone applicable to the Wall Street Place property, which was a necessary step for ultimately bringing JHM's proposal to fruition. We look forward to further instructions on next steps toward obtaining necessary approvals for the proposal.



Thank you for your consideration. As always, we are happy to answer any questions or provide any further information you may require.

Sincerely,

Deborah R. Brancato

Deborah R. Brancato

Enclosures

cc: Donald R. Gustafson
Carolyn J. Cavolo
Shipman & Goodwin LLP
300 Atlantic Street, 3rd Floor
Stamford, CT 06901
dgustafson@goodwin.com
ccavolo@goodwin.com

Jeremy Johnson, jeremy.johnson@citi.com
Steven Hall, steven1.hall@citi.com
Dale Goncher, dale.goncher@citi.com
Caio Correa, caio.correa@citi.com
Aviva Yakren, ayakren@sidley.com
Todd McClutchy, todd@groupjhm.com
John McClutchy, mcclutchy@groupjhm.com

Wall Street Redevelopment Proposal

June 13, 2019

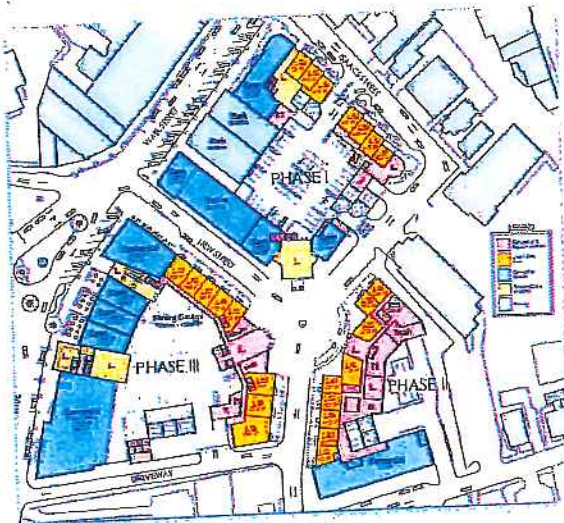
Narrative Project Proposal

I. Background

The July 2004 Wall Street Redevelopment Plan ("2004 URP"), set forth a comprehensive scheme for the development and revitalization of Norwalk's Wall Street area, including certain land designated as Development Parcel 2a (see graphic to right). The City of Norwalk ("City"), Norwalk Redevelopment Agency (the "Agency"), and a previously approved redeveloper, POKO-IWSR Developers, LLC ("POKO"), came to an agreement about a particular development proposal for Parcel 2a, which was memorialized in a Land Disposition & Development Agreement dated November 14, 2007 ("LDA") as amended.



As originally conceived and agreed upon by the City, Agency, and redeveloper, POKO was to develop the properties north of Leonard Street in Parcel 2a in three (3) phases (see graphic to left). Norwalk's Zoning Commission approved Phase I of the development on or about August 29, 2008, as memorialized in approval #6-08SRP/#16-08CAM, as modified January 21, 2015. The original approval, as modified, for Phase I authorized a 179,740± SF mixed use development with 101 residential units, 12,832 SF of retail, and a 2,875 SF restaurant with an onsite below grade automated parking garage. (See copy of the original approval, attached hereto as Schedule A). As agreed upon not less than 20% of the housing units to be developed were to be compliant with CGS 8-30g. The Phase I project ultimately advanced into construction after obtaining an allocation of



9% low income housing tax credits (LIHTC) for over 30% of the units to serve people whose income levels ranged from 35-50% of Area Median Income (AMI), with the remaining units at market rate. (See Area Median Income Chart, attached hereto as Schedule B). Additionally the project was to have units identified as supportive housing (housing for formerly homeless and disabled) and related on-site services for those residents.

POKO commenced construction of a building on a portion of the Phase I Parcel 2a development area now known as 61 Wall Street in the spring of 2015. Construction came to a

halt in June of 2016 leaving a partially constructed, Tyvek-wrapped frame of a building, which continues to occupy the property.

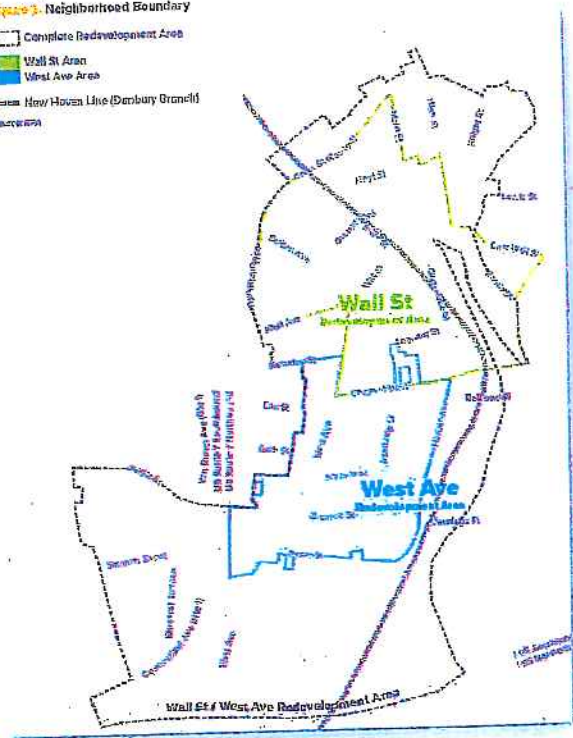
In July 2017, Municipal Holdings LLC (“Municipal Holdings”) acquired title to the 61 Wall Street parcel. Since that time Municipal Holdings and/or its recommended successor redeveloper for the property, JHM Financial Group, LLC (“JHM”) (see JHM Property Profiles, attached hereto as Schedule C) have sought to come to a mutually agreeable, and financially feasible path forward with the City of Norwalk and the Norwalk Redevelopment Agency, for the completion of the development of that Phase I property. In the fourth quarter of 2018, Municipal Holdings returned the 9% LIHTC allocation to the State as the deadline for placing units in service drew near, thus eliminating a critical equity source and requiring reconsideration of how the project would ultimately be financed.

This past February, the Agency issued an amended urban renewal plan for the Wall Street area, entitled the “Wall Street-West Avenue Neighborhood Plan” (“2019 URP”). The 2019 URP identifies various parcels originally designated as part of Development Parcel 2a as now part of the “Wall St Redevelopment Area” (see graphic to right), and acknowledges the pending development project at 61 Wall Street, which is referred to as “Wall Street Place.”

JHM, on behalf of Municipal Holdings and as prospective successor redeveloper, now proposes to construct a carefully conceived, financially feasible, and well-designed project for portions of the original project area. The proposed path forward is consistent with the goals of the both the former and recently issued redevelopment plans for the Wall Street area — i.e., to provide residential mixed-use development and parking—to the maximum extent that is financially workable under the circumstances.

Moving forward as suggested herein will help all the parties involved bring to fruition the common long-standing goal to complete Phase I of the project and bring back vitality to the Wall Street area. The proposal set forth herein is subject to appropriate final documentation executed by all applicable parties and government approvals.

Figure 3. Neighborhood Boundary
 Complete Redevelopment Area
 Wall St Area
 West Ave Area
 New Haven Line (Dunbury Branch)
 Source: NARA



II. The Proposal

JHM, on behalf of Municipal Holdings, proposes a modification to the original Phase I development scheme that involves solely the 61 Wall Street parcel as well as the parcel known as 17 Isaacs Street (MBL 1-29-29), and commonly known as the home of the Garden Cinemas. Second Garden Development Limited Partnership ("Second Garden Development") is the current owner of the 17 Isaacs Street property, but the lot is currently under contract for purchase by JHM, on the contingency of approval of project modifications and approvals necessary to allow redevelopment of same. It is important to note that Second Garden Development has advised JHM in writing that regardless of what ultimately happens with regards to Wall Street Phase I, the theater will ultimately be sold (see Second Garden Development letter, attached hereto as Schedule D).

Municipal Holdings and JHM encountered a significant obstacle in restarting the Phase I development when there was a sudden, unexpected and unauthorized acquisition by a third party of the land that comprised most of the Phase II project site. This action seriously compromised the ability to provide adequate parking to support the Phase I development. That problem was partly mitigated when the Garden Cinemas site became available for purchase.

The instant proposal does not contemplate any development of other parcels previously identified as included in the "Phase I" portion of POKO's original development plan for Parcel 2a (f/k/a) (or in "Phase II" and "Phase III"), which notably, neither Municipal Holdings nor JHM have any ownership or control over.

As detailed on the accompanying preliminary plans, the proposed development plan includes the following:

- 1.) A 6-story 165,339± square foot residential mixed-use, articulated and visually compelling building located on the 61 Wall Street property, to make use of the current building frame, and to include:
 - 101 residential units (all designated as workforce housing as detailed below);
 - 10,233± square feet of retail; and
 - 40-50 off street parking spaces (as well as an additional 36± on-street parking spaces).
- 2.) A 2-story parking garage to serve the residential building described above, located on the 17 Isaacs Street property to include a total of 140-151± parking spaces. (See Parking Calculations on Zoning Site Plan included herewith.)

All of the residential units would be restricted to residents who earn 80% or less of AMI for Fairfield County, MSA Stamford-Norwalk. (See Income Averaging Chart attached hereto as Schedule E).

It is important to note that the residential scheme outlined above is contingent upon securing volume cap from the State. (See OPM Guidance on Volume Cap, attached hereto as Schedule F).

Thoughtful calculations and analysis by Municipal Holdings have revealed that this plan represents the maximum amount of parking and mixed-use development that are economically feasible in connection with developing 61 Wall Street and 17 Isaacs Street. The proposal comes at great cost, and notably, little, if any, monetary recovery to POKO's institutional lender.

Importantly, financing for Wall Street Place was not provided by Citibank's conventional Real Estate Group, but rather by Citi Community Capital – whose sole mandate is to reinvest in the communities served by Citibank with lending and investments that are specifically targeted to developments that include benefits to low and moderate income residents. To that end, Citibank is actively involved in redevelopment project financings throughout the nation and consistently leads the industry in that sector of finance. It is with that business focus in mind that Citibank remains committed to pursuing a good outcome for the Wall Street Place development. There is no path for the bank to recover the funds it has thus far invested – even the most optimistic proforma indicates a loss of \$14 million+ of the \$19.5 million invested to date, assuming all goes well from here. In fact, the proposal under review would require Citi to invest an additional \$35.3 million of construction financing, \$16.9 million of term debt – and \$27.6 million of new equity. Citibank is backing this proposal out of a genuine interest in seeing the Wall Street Place development completed in a way that will benefit the City of Norwalk and its citizens. It is important to note that Citibank and JHM have spent a tremendous amount of time and effort to present a proposal that meets the goals and objectives of the City and its stakeholders. This is the final and best offer that can be made. Should the proposed development not be accepted the bank will be forced to confront the economic reality of having to sell the asset.

III. Conclusion

JHM, on behalf of Municipal Holdings, wants to complete the Phase I project located on 61 Wall Street and bring about a vibrant and modern mixed-use development project that contributes to the redevelopment goals and objectives that the Norwalk community has sought for so long. In order for this to occur, JHM requests that the City and Agency agree to this proposal and authorize the parties to enter into agreements as necessary and to make the requisite modification to existing applicable documents as necessary to bring this plan to fruition.

Schedule A

Approval #6-08SRP/#16-08CAM

January 22, 2015

Kenneth M. Olson
POKO Partners LLC
225 Westchester Ave
Port Chester, NY 10573

Re: #6-08SPR/#16-08CAM – POKO-IWSR Developers, LLC – 61-65 Wall St/2, 21 & 23 Isaacs St - 179,740 sq ft mixed use development (Phase 1) with 101 units, 12,832 sf retail and a 2,875 sf restaurant

Dear Mr. Olson:

At a meeting of the Norwalk Zoning Commission held on Wednesday, January 21, 2015, the following action was taken:

*** RESOLUTION ***

BE IT RESOLVED that the request to modify the approved plans for Site Plan #6-08SPR and Coastal Site Plan #16-08CAM – POKO-IWSR Developers, LLC – 61-65 Wall Street/2, 21 & 23 Isaacs Street to revise to a 179,740 sq ft mixed use development (Phase 1) with 101 units, 12,832 square feet retail and a 2,875 square foot restaurant with on site below grade automated parking garage as originally shown on a set of plans entitled "Wall Street Place Site Plan Phase 1" by Crosskey Architects, LLC, Wesley Stout Associates and Redniss & Mead Inc., dated May 16, 2008 as revised to May 30, 2008 and as modified by revised drawings submitted by Kitchen Associates dated 08 January 2015 as revised to 21 January 2015 and a revised Zoning Location Survey by Redniss & Mead dated Dec 30, 2014 be approved, subject to the following conditions:

1. That any further changes to the approved plans be submitted to the Zoning Commission for review and approval;
2. That the original conditions of approval remain in effect; and

BE IT FURTHER RESOLVED that the effective date of this action be January 30, 2015.

This approval will expire in one year on January 30, 2016. The approved plan allows for the construction of Phase 1 (as modified) for a ±179,740 sq ft mixed use development with 101 residential units, 12,832 sq ft retail and 2,875 sq ft restaurant with a below grade automated parking garage. The approval provides for the modification to parking requirements to utilize the new TOD parking standards and as modified by the revisions shown on the above referenced plans; maintaining the originally approved public amenities including a bus shelter, public plaza and public parking as shown on the original approved plans dated revised to May 30, 2008. Any revisions or further modifications to the approved plans or to the conditions of approval will require a new submittal to the Zoning Commission for review and approval. This approval does NOT include any generators or signage (other than that specifically noted in the original resolution) nor does it include buildings proposed for Phase 2 and 3; all of which will require a new application to the Zoning Commission.

You must obtain a revised zoning approval and building permit prior to any work on the site. A building permit must be obtained within one year of the effective date or this site plan approval automatically becomes null and void. You are responsible for obtaining permits from the Department of Public Works prior to any work in a street right-of-way. All work must comply with the standards for the City of Norwalk, whether or not those standards were specifically discussed in the process of reviewing the application.

If you have any questions regarding the enclosed, please contact me at (203) 854-7780.

Sincerely,

Dorothy Wilson
Senior Planner
enclosures

* ORIGINAL RESOLUTION *

BE IT RESOLVED that Site Plan #6-08SPR and Coastal Site Plan #16-08CAM--POKO-IWSR Developers, LLC-- 61--65 Wall Street/2, 21 & 23 Isaacs Street-- 182,112 sq ft mixed use development (Phase 1) with 101 units, 14,759 square feet retail and a 2,424 square foot restaurant with on site below grade automated parking garage as on a set of plans entitled "Wall Street Place Site Plan Phase 1" by Crosskey Architects, LLC, Wesley Stout Associates and Redniss & Mead Inc., dated May 16, 2008 as revised to May 30, 2008, be approved, subject to the following conditions:

1. That onsite automated parking operations personnel be available to monitor and assist in the operation of the automated parking facility for the first one (1) year following the issuance of a certificate of zoning compliance for the facility and that any problems with such operation be immediately brought to the attention of the Zoning Commission; and
2. That the "Wall Street Place Workforce Housing Affordability Plan" showing a total of 36 workforce housing units and dated June 3, 2008 be made a part of this approval and that all such workforce housing units be deed restricted in perpetuity and meet all requirements of Section 118-1050 Workforce Housing regulations; and
3. That all soil and erosion controls be in place and verified by an inspection by Staff prior to the start of any work on the site and that any additional needed soil and sedimentation controls be installed at the direction of the staff; and
4. That all CEAC signoffs be submitted prior to the start of construction; and
5. That the revised plans showing a bus shelter at the corner of Wall and Isaacs Street to serve Wheels bus and other transit users, be made a part of this approval; and
6. That any graffiti on the site, now or in the future, be immediately removed; and
7. That a surety (in an amount to be determined by staff) be submitted to guarantee the installation of required improvements and that a Connecticut licensed engineer certify that the required improvements were installed to City standards; and
8. That any modifications to the approved plans, including any changes to the approved uses, be submitted to the Zoning Commission for review and approval; and
9. That all traffic improvements, including any improvements required by the STC, be complete prior to the issuance of a certificate of zoning compliance (CZC) and that within six months of the issuance of the CZC, a follow-up traffic study be submitted; and
10. That this approval does not include any signs shown on the plans (except the wall signs for the automated parking facility as shown in the marked-up action set of plans dated 8-14-08) and that all signs be submitted to the Zoning Commission for review and approval prior to installation; and

BE IT FURTHER RESOLVED that the reason for this action is that this application complies with applicable coastal resource and use policies; and

BE IT FURTHER RESOLVED that this application complies Section 118-504 Central Business Design District and with the applicable sections of the Building Zone Regulations for the City of Norwalk, as amended.

BE IT FURTHER RESOLVED that the effective date of this action be August 29, 2008.

Schedule B

Area Median Income Chart

Stamford-Norwalk, CT Metro FMR Area

MFI:		1 person	1.5 people	2 people	3 people	4 people	5 people	6 people	7 people
	20%	\$ 30,300.00	\$ 32,467.50	\$ 34,635.00	\$ 38,955.00	\$ 43,290.00	\$ 46,755.00	\$ 50,220.00	\$ 53,685.00
	40%	\$ 40,400.00	\$ 43,290.00	\$ 46,180.00	\$ 51,940.00	\$ 57,720.00	\$ 62,340.00	\$ 66,960.00	\$ 71,580.00
very low	50%	\$ 50,500.00	\$ 54,112.50	\$ 57,725.00	\$ 64,925.00	\$ 72,150.00	\$ 77,925.00	\$ 83,700.00	\$ 89,475.00
workforce	60%	\$ 60,600.00	\$ 64,935.00	\$ 69,270.00	\$ 77,910.00	\$ 86,550.00	\$ 93,510.00	\$ 100,440.00	\$ 107,370.00
	70%	\$ 70,700.00	\$ 75,757.50	\$ 80,815.00	\$ 90,895.00	\$ 101,010.00	\$ 109,095.00	\$ 117,180.00	\$ 125,265.00
low/mod	80%	\$ 80,800.00	\$ 86,580.00	\$ 92,360.00	\$ 103,880.00	\$ 115,440.00	\$ 124,680.00	\$ 133,920.00	\$ 143,160.00
median	100%	\$ 101,000.00	\$ 108,225.00	\$ 115,450.00	\$ 129,850.00	\$ 144,300.00	\$ 155,850.00	\$ 167,400.00	\$ 178,950.00
upper income	120%	\$ 121,200.00	\$ 129,875.00	\$ 138,550.00	\$ 155,850.00	\$ 173,150.00	\$ 187,000.00	\$ 200,850.00	\$ 214,700.00

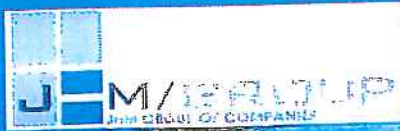
"Actual Income Limits"

2019

4/24/2019

Schedule C

JHM Property Profiles



THE
RICHMAN
GROUP, INC.

Two of the Nation's Leading
Housing Organizations



Vertical Integration

- Development and Construction

The development team is active in all aspects of workforce and luxury residential housing.

Richmac LLC is an approved FHA/MAP, GNMA, Fannie Mae and Freddie Mac originator.

- Equity Funds

The development team and its affiliates have raised over \$15 billion in equity for projects with value in excess of \$20 billion.

- Property Management

The development team manages over 20,000 rental units throughout the Country with an emphasis on the northeast, Florida, Texas, Colorado and California.

- Asset Management

The development team and its affiliates own in excess of 150,000 housing units throughout the United States.

- Resident Services

The development team and its affiliates provide a wide range of resident services including satellite TV, broadband, phone, vending, laundry, resident activities, etc.

- Mortgage Financing

Sample Properties (local)

Crescent Crossings– Bridgeport, CT



Crescent Crossings – Phases 1A & 1B

Address: 252 Hallett Street (Corner of Hallett and Martin Luther King), Bridgeport CT

Construction Commencement: September-2015

Date Opened: August-2016

Type of Community: Transit oriented and mixed income multifamily units.

Units Produced: 177 1, 2, and 3 bedroom apartments.

Construction Type: Wood construction

Team Members: JHM Group of Companies, Richman Group and Park City Communities

Total Development Costs: \$65 Million

Financing: Federal LIHTC, CT DECD, CHFA, HUD CDBG-DR, Energy Incentive, conventional and developer equity



Crescent Crossings – Resident Amenities



Crescent Crossings – Apartment Interiors

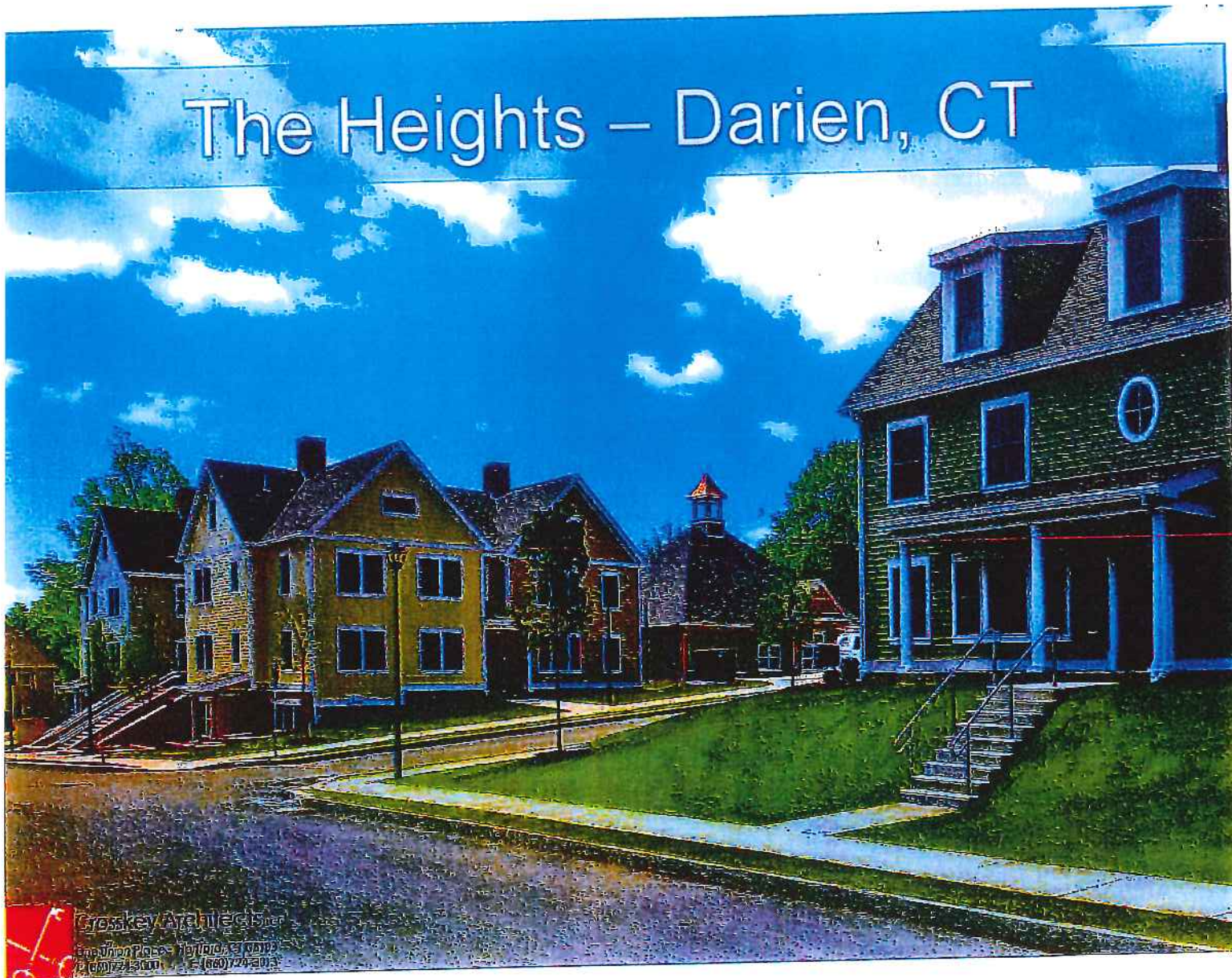




The Windward – Bridgeport, CT



The Heights – Darien, CT



Groskey Architects

100 Union Place, Fairfield, CT 06424
Tel: (203) 253-1000 Fax: (203) 253-1001



The Royle – Darien, CT



Willow Creek – Hartford, CT

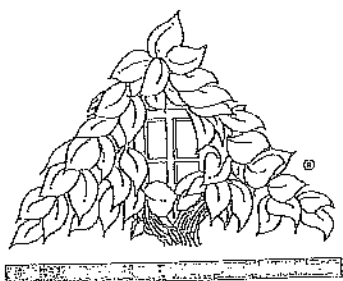


Willow Creek



Schedule D

Second Garden Development Letter



**GARDEN HOMES
MANAGEMENT CORPORATION**

29 Knapp Street, P.O. Box 4401
Stamford, Connecticut 06907
(203) 348-2200 • Fax (203) 967-8372
www.gardenhomesmanagement.com

June 6, 2019

John McClutchy
JHM Group
1281 E. Main Street, Suite 201
Stamford, CT 06902

Re: Garden Cinemas

Dear Mr. McClutchy:

I write regarding the proposed sale of the Garden Cinemas to an affiliated entity of yours. Should our transaction ultimately not be consummated, we will be selling the cinema regardless. Thank you.

Very truly yours,

Richard K. Freedman
President

Schedule E

Income Averaging Chart

Wall Street Place
Income Averaging

Unit Type	AMI Set Aside	# of Units	Avg. Size	Gross Proj Rent
1 Bed / 1 Bath	40.0%	7	775	\$1,083
2 Bed / 2 Bath	40.0%	23	1,200	\$1,289
3 Bed / 2 Bath	40.0%	4	1,400	\$1,501
1 Bed / 1 Bath	60.0%	7	775	\$1,624
2 Bed / 2 Bath	60.0%	21	1,200	\$1,948
3 Bed / 2 Bath	60.0%	4	1,400	\$2,251
1 Bed / 1 Bath	80.0%	7	775	\$2,166
2 Bed / 2 Bath	80.0%	24	1,200	\$2,598
3 Bed / 2 Bath	80.0%	4	1,400	\$3,002
TOTALS		101.00	114,675	194,264

Unit / Income Mix

1 Bedroom	21	# of 40% AMI	34
2 Bedroom	68	# of 60% AMI	32
3 Bedroom	12	# of 80% AMI	35
Total Bedrooms	101		101

Schedule F

OPM Guidance on Volume Cap

The volume cap is established by the IRS on a tax year (calendar year) basis. Volume cap allows an eligible issuer to issue their bonds as tax exempt for purposes that would otherwise be considered private activities and ineligible for tax exempt bonds. The 2019 total volume cap is \$375,129,825. It can only be provided for very specific purposes under federal law.

Our statutes further define its use as follows:

Connecticut Housing Finance Authority (60%)	\$225,077,895
Connecticut Innovations Incorporated (12.5%)	\$46,891,228
Municipal, CHESLA, Green Bank, Contingency (27.5%)	\$103,160,702
Total	\$375,129,825

Wall Street Redevelopment Proposal
June 13, 2019

PLANS:

Wall Street Place Preliminary Design plans prepared by Crosskey Architects, LLC
dated April 19 and June 13, 2019

Preliminary Zoning Site Plan Depicting Wall Street Place, prepared by Redniss & Mead
dated June 13, 2019

Wall Street Place Preliminary Design Plans prepared by Desman Design Management,
dated April 15, 2019

WALL STREET PLACE PRELIMINARY DESIGN

NORWALK, CT

JUNE 13, 2019



NOTICEABLE IS PRIORITY.		PROJECT INFORMATION					PROJECT AREA DATA
N O R T H	UNIT MATRIX						GROSS SQ. FT.
	FLOOR	STUDIO	1 BED	2 BED	3 BED	TOTAL	
	FIRST	-	-	-	-	0	21,668 GROSS SQ. FT.
	SECOND	-	6	14	2	22	32,524 GROSS SQ. FT.
	THIRD	-	8	15	2	25	31,740 GROSS SQ. FT.
	FOURTH	-	3	20	2	25	31,740 GROSS SQ. FT.
	FIFTH	-	3	13	4	20	31,740 GROSS SQ. FT.
	SIXTH	-	1	6	2	9	15,927 GROSS SQ. FT.
TOTAL	0	21	68	12	101	165,339 GROSS SQ. FT.	
*SQUARE FEET IS FOR INTERIORS AND EXTERIORS ONLY							*SQUARE FEET IS FOR INTERIORS AND EXTERIORS ONLY
*SQUARE FEET IS FOR INTERIORS AND EXTERIORS ONLY							*SQUARE FEET IS FOR INTERIORS AND EXTERIORS ONLY

*SIZES ARE APPROXIMATE AND SHOULD BE USED AS A GUIDE ONLY.

**SIZES ARE APPROXIMATE AND SHOULD BE USED AS A GUIDE ONLY.

OWNER



J. M. GROUP
100 WALL STREET, SUITE 100
NORWALK, CT 06851

ARCHITECT



REDNISS & MEAD
100 WALL STREET, SUITE 100
NORWALK, CT 06851

CIVIL ENGINEER



REDNISS & MEAD
100 WALL STREET, SUITE 100
NORWALK, CT 06851

PARKING CONSULTANT



DESMAN
100 WALL STREET, SUITE 100
NORWALK, CT 06851

DRAWING INDEX

- COVER PAGE
- GENERAL NOTES
- GENERAL PLAN - NORTH
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- GENERAL PLAN - NORTH & WEST & EAST
- GENERAL PLAN - SOUTH & WEST & EAST

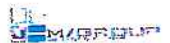
KEY	
	Residential Common Area
	Parking
	Non-residential
	Flt
	Duplex
	Through block arcade / lobby
	Common Service Area
	Recreational Space

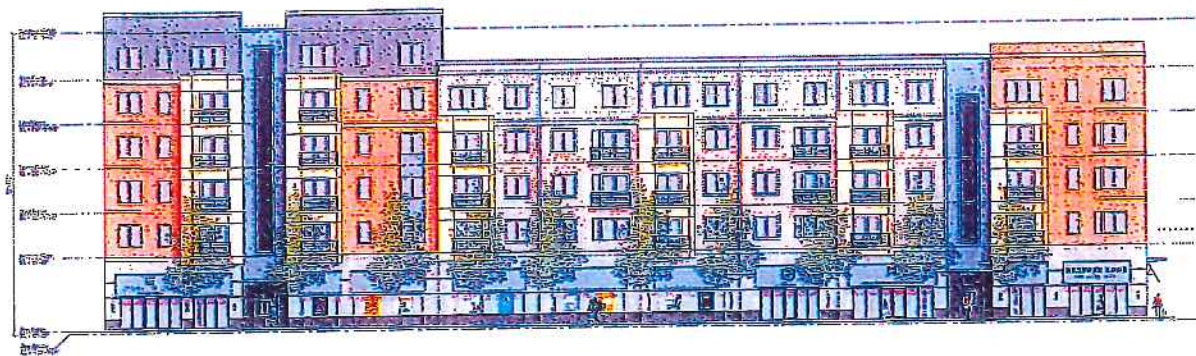


NORTH - FIRST FLOOR PLAN
SCALE: 1"=20'

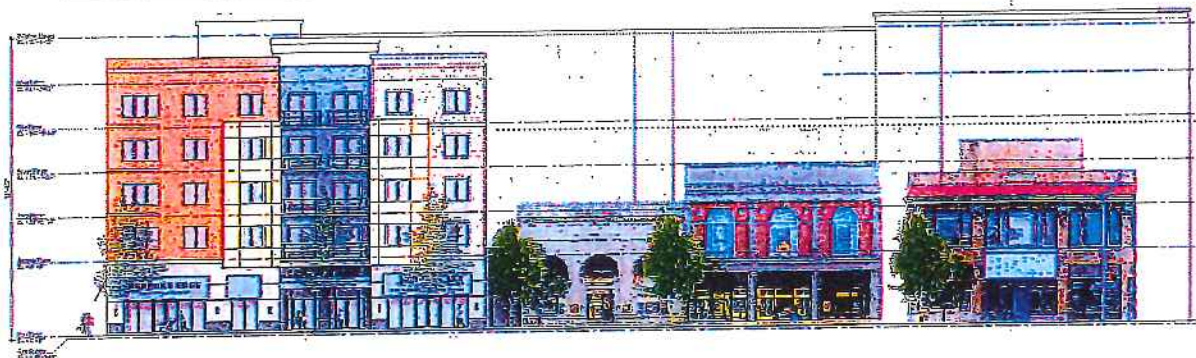
WALL STREET PLACE PRELIMINARY DESIGN NORWALK, CT

JUNE 13, 2019



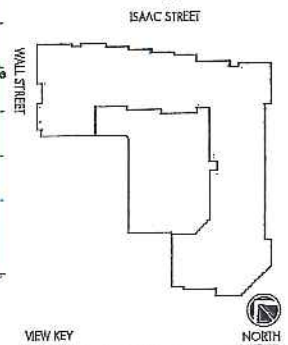


ISAAC STREET CONCEPTUAL ELEVATION



WALL STREET CONCEPTUAL ELEVATION

REFER TO MATERIAL SHEET FOR DETAILS



VIEW KEY



SCALE: 3/32" = 1'-0"

WALL STREET PLACE PRELIMINARY DESIGN

LOCATION: NORWALK, CT

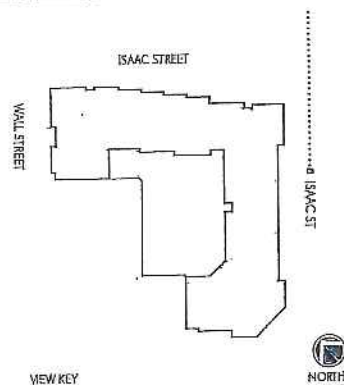
DATE: APRIL 19, 2019



**CROSSKEY
ARCHITECTS**
A Division of Crosskey & Associates, Inc.
1000 Main Street, Suite 200
Norwalk, CT 06854
203.841.1234



ISAAC STREET CONCEPTUAL ELEVATION



REFER TO MATERIAL SHEET FOR DETAILS

SCALE: 3/32" = 1'-0"

WALL STREET PLACE PRELIMINARY DESIGN

LOCATION: NORWALK, CT

DATE: APRIL 19, 2019





CONCEPTUAL VIEW OF NORTH BUILDING FROM CORNER OF WALL AND ISAAC STREET

WALL STREET PLACE PRELIMINARY DESIGN

LOCATION: NORWALK, CT

DATE: APRIL 19, 2019





JAMES HARDIE PANEL SYSTEM

PELLA IMPERVA CASEMENT WINDOWS



PELLA IMPERVA CASEMENT WINDOWS

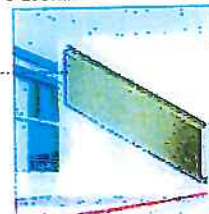


PELLA IMPERVA SLIDING PATIO DOOR

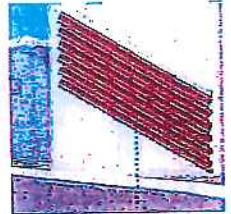


BALCONIES
TYP. FOR 3" DEEP & "JULIET" STYLE

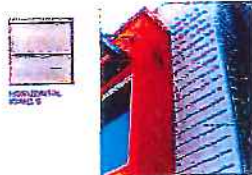
CONCEALED F-12
ALT:
BORAL FIELD PAINTED NICKEL GAP SIDING -
8" EXPOSURE



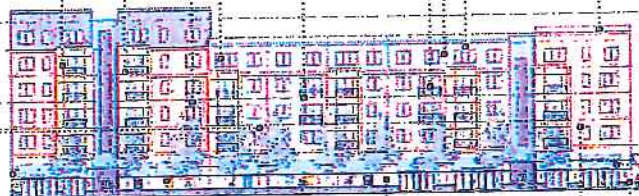
MORIN METAL PANEL SYSTEM



Morin
Metal Panel System



JAMES HARDIE PRE-FINISHED CLAPBOARD - 6" EXPOSURE
ALT:
BORAL FIELD PAINTED NICKEL GAP SIDING - 8" EXPOSURE



OPEN SIDED AWNINGS



CORONADO THIN STONE VENEER (BUILDING CORNERS)
with 6" bonds



WALL MOUNTED DISPLAY CASES



CORONADO THIN STONE VENEER
with 6" bonds



CORONADO THIN STONE VENEER



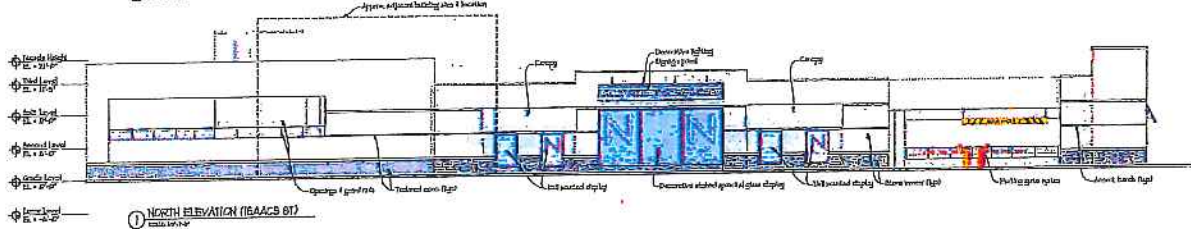
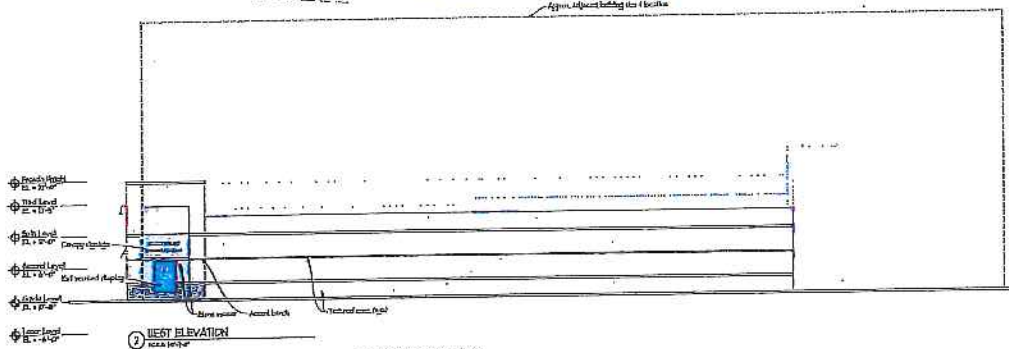
TEKNA ILLUMINATION
ARCADE SERIES BSSL
EXTERIOR LIGHTING / BRANDING

WALL STREET PLACE PRELIMINARY DESIGN

LOCATION: NORWALK, CT

DATE: APRIL 19, 2019





WALL STREET PLACE PRELIMINARY DESIGN

LOCATION: NORWALK, CT

DATE: APRIL 19, 2019



Wall Street Redevelopment Proposal
June 13, 2019

Preliminary Sources and Uses Budget for Modified Project

Construction Sources	Spent to Date	Spent to Complete	Total Construction Sources
City Construction Loan	18,862,834	35,355,744	54,218,578
DECD Loan	3,321,241	2,678,189	5,999,430
CHAMP Loan	1,316,310	2,883,750	4,200,060
City of Morwa & (RDA)	0	4,400,000	4,400,000
Federal Home Loan Bank (FHBL)	0	0	0
Energy Rebates	0	0	0
Sponsor Equity (Peko, Prior Sponsor)	3,156,757	0	3,156,757
CHS - LHFC Equity (Prior Owner)	250,000	0	250,000
Mesa - LHFC Equity (During Construction)	0	4,940,000	4,940,000
City Seller Note	0	0	0
Deferred Developer Fee	0	5,100,000	5,100,000
Total Construction Sources	27,957,932	52,939,533	80,897,465

* DECD Loan - \$5,973,189 available for construction.

* CHAMP Loan - \$2,453,750 available for construction.

* Seller Note = \$23,269,451, or Total Costs Spent to Date less DECD and CHAMP Loans Spent to Date.

Construction Uses	Spent to Date	Spent to Complete	Total Construction Uses
Land Acquisition Costs ^a	1,400,000	3,000,000	4,400,000
Hard Costs ^b	14,533,992	32,127,541	46,661,533
Hard Cost Contingency	0	3,197,478	3,197,478
Parking (Fee in Lieu)	0	1,034,000	1,034,000
Indirect Reserve	1,285,145	2,650,316	3,935,461
Developer Soft Costs	5,711,577	3,836,100	9,547,677
Soft Cost Contingency	6,757	200,000	206,757
Developer Fee (Paid Prior to Conversion)	0	800,000	800,000
Developer Fee (Deferred)	0	5,100,000	5,100,000
Total Construction Uses	27,957,932	52,939,533	80,897,465

^a Land Acquisition Costs (includes Threpter Site for \$3,000,000)

^b Hard Costs to construction is \$32,823,511.

Permanent Sources	Permanent Sources
City Permanent Loan	16,920,000
DECD Loan	5,000,000
CHAMP Loan	3,500,000
City of Morwa & (RDA)	4,400,000
Federal Home Loan Bank (FHBL)	720,000
Energy Rebates	252,500
City Seller Note	28,319,116
Deferred Developer Fee	5,100,000
Mesa - LHFC Equity (Payable at Conversion)	23,269,451
Total Permanent Sources	77,676,285

* Total LHFC Equity is \$27,665,999.

Permanent Uses	Permanent Uses
City Construction Loan (Repayment)	35,355,744
DECD Loan	5,000,000
CHAMP Loan	3,500,000
City of Morwa & (RDA)	4,400,000
City Seller Note	18,319,116
City Seller Note (Repayment)	4,950,245
Deferred Developer Fee	5,100,000
Generating Reserves	1,050,000
Total Permanent Uses	77,676,285

Record and Return to

Shipman & Goodwin LLP
300 Atlantic Street
Stamford CT 06901
Attn: Donald R. Gustafson

SECOND AMENDMENT OF THE LAND DISPOSITION AND DEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT OF THE LAND DISPOSITION AND DEVELOPMENT AGREEMENT originally executed by the City of Norwalk Connecticut and The Redevelopment Agency of the City of Norwalk as of November 14, 2007 (the "LDA") as amended by that certain Amendment of the Loan Disposition and Development Agreement dated as of October 24, 2014 (the "First Amendment") is made as of _____, 2019 (the "Second Amendment") by and between THE CITY OF NORWALK CONNECTICUT, a municipal corporation (the "City"), THE REDEVELOPMENT AGENCY OF THE CITY OF NORWALK, a redevelopment agency created by the Common Council of the City pursuant to Chapter 130 of the Connecticut General Statutes (the "Agency"), and _____, a _____ ("Phase I Redeveloper").

WITNESSETH:

A. The City, the Agency and POKO-IWSR Developers LLC, a limited liability company organized under the laws of the State of Connecticut ("POKO") entered into the LDA, which is comprised of the main agreement and Part II, Terms and Conditions. The LDA provided for the planned purchase and development by POKO of certain property designated as "Development Parcel 2a" in the LDA, and more specifically described therein as the "Project Site", the "Project Property" and "Property" (the "LDA Property"). Capitalized terms used herein and not defined shall have the meanings set forth in the LDA.

B. IWSR Owners LLC (an affiliate of POKO) "Borrower", the City, the Agency and Citibank, National Association ("Citibank") entered into that certain Loan Recognition Agreement dated as of October 1, 2008, as amended by that certain Amendment of the Loan Recognition Agreement dated as of Jul 31, 2015 (as amended, the "LRA") in order to recognize the rights of Citibank as the construction lender to POKO pursuant to its construction loan to Borrower in the original maximum amount of up to \$31,880.00 (the "Citibank Loan"). The Citibank Loan was secured by a mortgage on 61 Wall Street (the "Lender Mortgage").

C. The LDA contemplated that purchase and development of the LDA

Property in phases as more specifically described in the LDA. Some of the LDA Property was privately acquired by Borrower, specifically the property known as 61 Wall Street (the "Property").

D. Subsequent to defaults under the Citibank Loan, Municipal Holdings LLC, a subsidiary of Citibank ("Municipal Holdings LLC"), accepted title to the Property via a deed in lieu of foreclosure.

E. Pursuant to the terms of the LDA and the LRA, Municipal Holdings LLC intends to transfer the Property to the Phase I Redeveloper.

F. Phase I Redeveloper is willing to be recognized as a Post Foreclosure Transferee as described in the LRA, and upon the equitable amendments to the Development Covenants contained herein.

H. The Agency is willing to approve equitable amendments to the Development Covenants upon the terms and conditions contained herein.

AGREEMENTS

NOW THEREFORE, in consideration of the mutual promises, covenants, undertakings and other consideration set forth in this Amendment, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows.

1. Assumption by Phase I Redeveloper.

Phase I Redeveloper hereby assumes all obligations of Redeveloper under the LDA, provided such assumption is limited to Phase I of the Project, as amended hereby.

2. Acquisition Property.

The Acquisition Property attached to the LDA as Exhibit A is hereby amended such that, for purposes of this Second Amendment, and for purposes of Phase I Redeveloper's obligations hereunder, any reference to the Acquisition Property shall mean those parcels of property listed at Exhibit A-1 attached hereto, which is incorporated into the LDA by reference (the "Phase I Acquisition Property").

3. Conceptual Master Site Plan.

The Conceptual Master Site Plan is hereby amended so that Phase I is defined as shown on attached Exhibit B-1. Exhibit B-1 is hereby incorporated into the LDA by reference shall control as to the identification of Phase I.

4. Project Site

The Project Site identified and depicted in Exhibit D to the LDA is hereby amended such that, for purposes of this Second Amendment, and for purposes of Phase I Redeveloper's obligations hereunder, any reference to the Project Site shall mean that project site depicted at Exhibit D-1 attached hereto, which is incorporated into the LDA by reference (the "Phase I Project Site").

5. Redeveloper Property

The Redeveloper Property identified in Exhibit E to the LDA is hereby amended such that, for purposes of this Second Amendment, and for purposes of Phase I Redeveloper's obligations hereunder, any reference to Redeveloper Property shall mean those properties listed at Exhibit E-1 attached hereto, which is incorporated into the LDA by reference (the "Phase I Redeveloper Property").

6. Amendments to LDA related to Phase I

(A) Section 2.1 (B) 1 is amended by deleting the first two (2) sentences thereof and replacing them with the following:

"Phase I Parking. The Phase I Redeveloper shall provide forty (40) to fifty (50) parking spaces on the property known as 61 Wall Street as well as a two-story parking garage on the property known as 17 Isaacs Street (the "Isaacs Street Garage"), which garage shall contain between one hundred thirty eight (138) to one hundred fifty one (151) plus or minus spaces. The Phase I Redeveloper will provide a minimum of one hundred (100) public spaces in the Isaacs Street Garage. Notwithstanding the foregoing, the Phase I Redeveloper shall be entitled to provide less than the required minimum one hundred (100) public spaces if the Phase I Redeveloper provides at least fifty (50) spaces and pays to the City an amount equal to Twenty Two Thousand (\$22,000) and 00/100 Dollars per additional space not provided. Phase I Redeveloper hereby guarantees the completion of a minimum of fifty (50) public spaces. The 17 Isaacs Street Parking Garage shall be managed and operated in accordance with the Parking Plan attached hereto as Exhibit 2.1(B)(1)."

(B) Section 2.1 (B) 2 is hereby modified by striking "one hundred two (102)" in the first sentence and replacing it with one hundred one (101)".

(C) Section 2.1 (B) 3 is hereby deleted in its entirety and replaced with the following:

"Phase I Retail Space. The Phase I Redeveloper shall construct approximately eleven thousand five hundred and six (11,506) square feet of retail space, which may include personal and business service establishments, commercial recreation establishments, cultural arts and entertainment facilities, street activating uses, all as defined in the Norwalk Building Zone Regulations, on the ground floor of the Phase I

Improvements. Such uses shall conform to the Zoning Regulations.”

(D) Section 2.1 (B) 4 is hereby replaced with the following “The Phase I Redeveloper shall construct occupant-accessible rooftop recreational space.”

(E) Section 2.1 (B) 5 is hereby deleted in its entirety.

(F) Section 2.1 (B) 6 is hereby deleted in its entirety.

(G) Section 3.2 is amended hereby by deleting the first two sentences thereof in its entirety and replacing with the following:

“Within one hundred eighty (180) days of Phase I Redeveloper obtaining Final Land Use Approvals, the Phase I Redeveloper shall submit Construction Plans (as defined in Section 301 of Part II hereof) for the Phase I Improvements to be constructed on the Project Site in accordance with Section 2.1 hereof, and a timetable for the construction of the Phase I Improvements, for approval by the Agency. For purposes of this section, and only in the instance of Phase I, Final Land Use Approvals shall mean any Land Use Approval which has been approved as a final action of that Governmental Authority having jurisdiction over that matter and all periods in which to take an appeal have expired and which (i) is not subject to any condition not acceptable to Phase I Redeveloper, in Phase I Redeveloper’s sole and exclusive discretion, (ii) has not been appealed by a third party unrelated to Phase I Redeveloper, or (iii) if appealed, has been fully and finally resolved in favor of Phase I Redeveloper, as determined by Phase I Redeveloper in its sole cost and exclusive discretion, with the expiration of any further appeal periods or rights to appeal. For purposes of the foregoing sentence, “Land Use Approval” shall mean all those governmental permits and approvals, required for the construction of the Phase I Improvements, including but not limited to such permits and approvals issued by any federal, state or municipal agency such as but not limited to the Zoning Commission, Planning Commission, OSTA, DEEP, or the State of Connecticut Department of Transportation, but shall not be deemed to include building or similar administrative permits issued by the City.”

(H) Section 3.6 is hereby amended by inserting “, at the Agency’s sole cost and expense,” in between the words “the Agency may retain a third party consultant” and “to determine whether such” and by deleting the final sentence.

(I) Section 3.7 is hereby amended by adding “, for purposes of Phase I, including Final Land Use Approvals” after the word, “approvals” in the first sentence.

(J) Section 3.8 is hereby amended by adding the parenthetical “(for purposes of Phase I, Zoning approval shall mean Final Land Use Approvals)” to the end of the first sentence.

(K) Section 3.9 is hereby deleted in its entirety and replaced with the following:

"Evidence of Equity Capital and Mortgage Financing.

The Phase I Redeveloper has the financial wherewithal necessary to proceed with and carry out and contract Phase I, as modified. The Phase I Redeveloper has undertaken and successfully completed numerous similar projects with construction financing from Citibank, N.A., and in the course of that business, they have been the subject of ongoing detailed financial reviews. Citibank has approved of the Phase I Redeveloper and expects to provide a construction and term financing commitment for Phase I, as modified, prior to the issuance of building permits for same.

The Phase I Redeveloper has significant experience with the securing and deployment of Low Income Housing Tax Credit equity for projects. Assuming allocation of the necessary volume cap, Phase I, as modified. Phase I Redeveloper will provide the Agency and the City with evidence of all available equity capital, construction and mortgage financing prior to recommencement of construction; the provision of which evidence will be a condition to the approval of Phase I Redeveloper as a Redeveloper.

(L) Section 3.12(A) is hereby deleted in its entirety and replaced with the following:

"Phase I Improvements. Construction of the Phase I Improvements on the Project Site shall be commenced by the Phase I Redeveloper within ninety (90) days after Phase I Redeveloper obtains Final Land Use Approvals and obtains the building permit for the Phase I Improvements. The Phase I Improvements shall be completed (as evidenced by Certificates of Completion issued by the Agency) within twenty four (24) months of commencement."

(M) Section 4.1 is hereby amended such that the City Funds, as such term is defined in Section 4.1 of the LDA, or the applicable portion thereof, shall be made available to the Phase I Redeveloper to the extent the Phase I Redeveloper can evidence to the City and the Agency that the City Funds, or such applicable portion thereof, is necessary for to pay for City Infrastructure Improvements actually constructed within Phase I.

(N) Article 19 is hereby amended such that the provisions therein are subject to the terms and conditions of the LRA. To the extent that there is any conflict between Article 19 and the LRA, the terms of the LRA will control.

(O) Article 20 shall apply to Phase I Redeveloper, however, for the avoidance of doubt, shall apply to any work to be performed in accordance with this Second

Amendment and compliance with this Article shall not take into consideration any work completed prior to the date hereof.

(P) Article 23 is hereby amended by incorporation by reference the Amended Redevelopment Plan, attached hereto as Exhibit 23. Any mention of the Redevelopment Plan in the LDA shall hereinafter refer to the Amended Redevelopment Plan.

(Q) For the avoidance of doubt, Article 25 shall apply to the Phase I Acquisition Property.

(R) Article 26 is hereby amended by adding the following sentence to Section 26.3:

"The parties agree that the scoring for compliance with this Section by Phase I Redeveloper may include consideration of practices implemented in connection with the construction of the existing building located on the Phase I Project Site."

7. Provisions of the LDA Not Applicable to Phase I Redeveloper

The following provisions are not applicable, or not wholly applicable to the Phase I Redeveloper, as set forth in more detail:

(A) Section 2.2 is not applicable to Phase I Redeveloper.

(B) Section 2.3 is not applicable to Phase I Redeveloper.

(C) Section 2.4 is not applicable to Phase I Redeveloper.

(D) Section 2.5 is not applicable to Phase I Redeveloper, and the parking construction and provision obligations of Phase I Redeveloper are set forth in Section 2.1, as revised herein.

(E) Section 3.3 is not applicable to Phase I Redeveloper.

(F) Section 3.4 is not applicable to Phase I Redeveloper.

(G) Section 3.12 (b) and (c) are not applicable to Phase I Redeveloper.

(H) Section 4.2 is not applicable to Phase I Redeveloper.

(I) Any reference to a Redeveloper guarantee of the payment of Debt Service Payments in Section 4.4 is not applicable to Phase I Redeveloper.

(J) Section 4.5 is applicable to Phase I Redeveloper only to the extent that is

relates to the Phase I Redeveloper Property.

(K) Article 6 is not applicable to Phase I Redeveloper insofar as there are no anticipated Acquisition Expenses to be incurred by the City and the Agency in relation to the Phase I Improvements.

(L) Sections 7.1 through 7.4 are applicable to Phase I Redeveloper only insofar as it relates to the Phase I Acquisition Property.

(M) Article 9 is not applicable to Phase I Redeveloper.

(N) Section 24.2 is not applicable to Phase I Redeveloper.

(O) The parties acknowledge that Exhibits C-1 through C-4 may no longer accurately reflect obligations for infrastructure and utilities in relation to Phase I as modified herein, and agree that modifications to these exhibits shall be presented to the Norwalk Zoning Commission and the Agency and all other appropriate agencies for review and approval.

8. Notices.

Any notices, approvals, disapproval or other communication (a "Notice") to be given hereunder to any party shall be in writing and shall be given either by personal delivery, private overnight courier or messenger service, electronic facsimile or electronic mail or by depositing such notice in the United States mail, certified, with return receipt requested postage prepaid and addressed as follows:

Agency

Redevelopment Agency of the City of Norwalk

125 East Avenue

P.O. Box 5125

Norwalk CT 06856-5125

Attn: Corporation Counsel

With a Copy to

Shipman & Goodwin LLP

300 Atlantic Street

Stamford CT 06901

Attn: Donald R. Gustafson

City: City of Norwalk
125 East Avenue
P.O. Box 5125
Norwalk, CT 06856-5125
Attn: Corporation Counsel

With a copy to: Shipman & Goodwin LLP
One Constitution Plaza
Hartford CT 06103
Attn: Joseph P. Williams

Phase I Redeveloper

Attn:

With a copy to: Carmody Torrance Sandak & Hennessey LLP
707 Summer Street
Stamford, CT 06901
Attn: Deborah R. Brancato

9. Continuing Validity of Land Disposition and Development Agreement.

Except as modified hereby, the terms of the Land Disposition and Development Agreement, as amended by the Amendment to the Land Disposition and Development Agreement, remain in full force and effect. Nothing contained herein shall alter or amend any obligation of any party to the Land Disposition and Development Agreement or the Amendment to the Land Disposition and Development Agreement not a party hereto.

(Remainder of page left blank)

In Witness Whereof, the Agency has executed this Second Amendment of the Land Disposition and Development Agreement as of the date first above written.

Witnesses

Agency: THE REDEVELOPMENT AGENCY OF
THE CITY OF NORWALK

By: _____

Its: _____

STATE OF CONNECTICUT)
) ss.
COUNTY OF _____)

, 2019

Before me, the undersigned, this ____ day of _____, 2019, personally appeared _____, known or proven to me to be the _____ of _____, and that he as such officer, duly authorized, signer and sealer of the foregoing instrument, acknowledged the execution of the same to be his free act and deed individually and as such officer, and the free act and deed of the _____.

In Witness Whereof, I hereunto set my hand.

Notary Public
My Commission Expires: _____

Witnesses

By: _____
Its: _____

, 2019

In Witness Whereof, I hereunto set my hand.

City of Norwalk Signature Page to Second Amendment to
Land Disposition and Development Agreement

In Witness Whereof, the Phase I Redeveloper has executed this Second Amendment of the Land Disposition and Development Agreement as of the date first above written.

Witnesses

[_____]

By: _____

Its: _____

STATE OF CONNECTICUT)

) ss.

, 2019

COUNTY OF _____)

Before me, the undersigned, this ____ day of _____, 2019, personally appeared _____, known or proven to me to be the _____ of _____, and that he as such officer, duly authorized, signer and sealer of the foregoing instrument, acknowledged the execution of the same to be his free act and deed individually and as such officer, and the free act and deed of the _____.

In Witness Whereof, I hereunto set my hand.

Notary Public

My Commission Expires:

[_____] Signature Page to Second Amendment to
Land Disposition and Development Agreement

EXHIBIT A-1
Phase I Acquisition Property

1. 17 Isaacs Street; Tax Parcel 1-29-29

EXHIBIT B-1
Phase I Conceptual Master Site Plan

EXHIBIT D-1
Phase I Project Site

1. 61 Wall Street; Tax Parcel 1-29-13
2. 17 Isaacs Street; Tax Parcel 1-29-29

EXHIBIT E-1
Phase I Redeveloper Property

1. 61 Wall Street; Tax Parcel 1-29-13
2. 17 Isaacs Street; Tax Parcel 1-29-29

EXHIBIT 2.1(B)1
Parking Plan

EXHIBIT 23
Amended Redevelopment Plan

Record and Return to

Shipman & Goodwin LLP
300 Atlantic Street
Stamford CT 06901
Attn: Donald R. Gustafson

SECOND AMENDMENT OF THE LOAN RECOGNITION AGREEMENT

THIS SECOND AMENDMENT OF THE LOAN RECOGNITION AGREEMENT originally executed by the City of Norwalk Connecticut and The Redevelopment Agency of the City of Norwalk as of October 1, 2008 as amended by that certain Amendment of the Loan Recognition Agreement dated as of July 15, 2015 (the "First Amendment," and together with the Loan Recognition Agreement, the "LRA") is made as of _____ 2019 (the "Second Amendment") by and between THE CITY OF NORWALK CONNECTICUT, a municipal corporation (the "City"), THE REDEVELOPMENT AGENCY OF THE CITY OF NORWALK, a redevelopment agency created by the Common Council of the City pursuant to Chapter 130 of the Connecticut General Statutes (the "Agency"), CITIBANK, N.A., a national banking association ("Citibank"), JHM GROUP, a _____ ("JHM") and _____, a _____ ("Phase I Redeveloper").

WITNESSETH:

A. The City, the Agency and that POKO-IWSR Developers LLC, a limited liability company organized under the laws of the State of Connecticut ("POKO") entered in that certain Land Disposition & Development Agreement (the "LDA") dated November 14, 2007, as amended by that certain First Amendment to the LDA dated as of October 29, 2014. The LDA, which is comprised of the main agreement and Part II, provides for the planned purchase and development by POKO of certain property designated as "Development Parcel 2a" in the LDA, and more specifically described herein as the "Project Site", the "Project Property" and "Property" (the "LDA Property"). Capitalized terms used herein and not defined shall have the meanings set forth in the LDA.

B. IWSR Owners LLC (an affiliate of POKO) ("Borrower"), the City, the Agency and Citibank entered into the LRA in order to recognize the rights of Citibank as the construction lender to Borrower pursuant to its construction loan to Borrower in the original maximum amount of up to \$31,880,000 (the "Citibank Loan").

C. The LDA contemplates the purchase and development of the LDA Property in phases as more specifically described in the LDA. Some of the LDA Property was privately acquired by Borrower, specifically the property known as 61 Wall Street.

The Citibank Loan is secured by a mortgage on 61 Wall Street (the "Lender Mortgage"). Subsequent to the LRA and the First Amendment, Municipal Holdings LLC, a subsidiary of Citibank ("Municipal Holdings LLC"), accepted a deed in lieu of foreclosure pursuant to a deed dated July 7, 2017 and recorded in the land records of the City of Norwalk at Volume 8555 at page 259, subject to the terms of the Citibank Loan and the Lender Mortgage (the "Property").

D. Pursuant to the terms of the LRA and LDA, Municipal Holdings LLC wishes to transfer the Property to the Phase I Redeveloper (subject to mutually acceptable equitable adjustments to the Development Covenants based on the portion of the LDA Property acquired) and the Phase I Redeveloper shall expressly assume in writing the obligations of the Development Covenants.

E. Phase I Redeveloper desires to be recognized as a Redeveloper solely with respect to Phase I, subject to the Development Covenants as amended by that certain Second Amendment to LDA to be entered into by Phase I Redeveloper, the Agency and the City (the "Second LDA Amendment"), upon the terms and conditions contained herein.

F. The Agency is willing to approve Phase I Redeveloper as a Redeveloper upon the terms and conditions contained herein.

AGREEMENTS

NOW THEREFORE, in consideration of the mutual promises, covenants, undertakings and other consideration set forth in this Amendment, the receipt and sufficiency of which is hereby acknowledged and in order to induce The Agency to approve Phase I Redeveloper as a Redeveloper and in order to induce Phase I Redeveloper to enter into the Second LDA Amendment, the parties hereto covenant and agree as follows.

1. Agency Approval of Phase I Redeveloper.

The Agency hereby approves Phase I Redeveloper as a Redeveloper.

2. Obligations of Phase I Redeveloper.

The Phase I Redeveloper hereby agrees to assume the applicable responsibilities under the LDA as to Phase I of the Project only. The parties hereto recognize and acknowledge that Phase I Redeveloper shall have no obligations under the LDA relating to Phase II or Phase II of the Project.

3. Notices.

Agency Redevelopment Agency of the City of Norwalk

Redevelopment Agency of the City of Norwalk

P.O. Box 5125

Attn:

Shipman & Goodwin LLP

Stamford CT 06901

City:

City of Norwalk

P.O. Box 5125

Norwalk, CT 06856-5125

Attn: Mayor

Shipman & Goodwin LLP

One Constitution Plaza

Hartford CT 06103

Attn: Joseph P. Williams

3

Attn:

JHM

Attn:

Phase I Redeveloper

Attn:

4. Continuing Validity of Loan Recognition Agreement.

Except as herein or hereto before modified, the terms of the Loan Recognition Agreement, as amended by the Amendment of the Loan Recognition Agreement, remain in full force and effect. Nothing contained herein shall alter or amend any obligation of any party to the Loan Recognition Agreement or the Amendment of Loan Recognition Agreement not a party hereto.

5. Continuing Effect Notwithstanding Modifications.

The Agency's agreements made hereunder shall apply automatically to any extension, replacement, consolidation, modification or supplement of the Citibank Loan, including but not limited to any agreement that authorizes or requires additional advances by Citibank or otherwise increases the amount of the Citibank Loan, provided that such additional advances are advanced in connection with the acquisition expenses and Project Costs (inclusive of interest) relating to the financing and development of Phase I of the LDA Property and not with respect to any other property phase or project and so long as the effect of such modification does not have any substantial and adverse impact on the Phase I Redeveloper's ability to perform the Development Covenants. Citibank's agreements made hereunder shall apply automatically to any amendment or modification of the applicable Agency Documents, so long as the effect of such modifications does not substantially increase

the obligations of the Phase I Redeveloper or have any other substantial and adverse impact on Citibank and provided written notice of such modifications (together with complete copies) have been provided to Citibank.

(Remainder of page left blank)

Witnesses

By: _____

, 2019

Agency Signature Page to Second Amendment to Loan Recognition Agreement

Witnesses

By: _____
Its: _____

, 2019

In Witness Whereof, I hereunto set my hand.

City of Norwalk Signature Page to Second Amendment to Loan Recognition Agreement

In Witness Whereof, Citibank has executed this Second Amendment of the Loan Recognition Agreement as of the date first above written.

Witnesses

CITIBANK, NATIONAL ASSOCIATION

By: _____

Its:

STATE OF CONNECTICUT)

) ss.

, 2019

COUNTY OF _____)

Before me, the undersigned, this ____ day of _____, 2019, personally appeared _____, known or proven to me to be the _____ of _____, and that he as such officer, duly authorized, signer and sealer of the foregoing instrument, acknowledged the execution of the same to be his free act and deed individually and as such officer, and the free act and deed of the _____.

In Witness Whereof, I hereunto set my hand.

Notary Public

My Commission Expires:

In Witness Whereof, JHM has executed this Second Amendment of the Loan Recognition Agreement as of the date first above written.

Witnesses

JHM GROUP, INC.

By: _____

Its: _____

STATE OF CONNECTICUT)
) ss.
COUNTY OF _____)

, 2019

Before me, the undersigned, this ____ day of _____, 2019, personally appeared _____, known or proven to me to be the _____ of _____, and that he as such officer, duly authorized, signer and sealer of the foregoing instrument, acknowledged the execution of the same to be his free act and deed individually and as such officer, and the free act and deed of the _____.

In Witness Whereof, I hereunto set my hand.

Notary Public
My Commission Expires:

In Witness Whereof, the Phase I Redeveloper has executed this Second Amendment of the Loan Recognition Agreement as of the date first above written.

Witnesses

[_____]

By: _____

Its: _____

STATE OF CONNECTICUT)

) ss.

, 2019

COUNTY OF _____)

Before me, the undersigned, this ____ day of _____, 2019, personally appeared _____, known or proven to me to be the _____ of _____, and that he as such officer, duly authorized, signer and sealer of the foregoing instrument, acknowledged the execution of the same to be his free act and deed individually and as such officer, and the free act and deed of the _____.

In Witness Whereof, I hereunto set my hand.

Notary Public

My Commission Expires:

[_____] Signature Page to Second Amendment to Loan Recognition Agreement