COMMON COUNCIL **AGENDA** **May 23, 2017**
NORWALK, CONNECTICUT **7:30 PM EST** **COUNCIL CHAMBERS**

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: May 9, 2017

III. PUBLIC PARTICIPATION

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS:

APPOINTMENTS:

REAPPOINTMENTS:

MAYOR'S REMARKS:

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS:

APPOINTMENTS:

REAPPOINTMENTS:

B. CONSENT CALENDAR

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

1. Authorization to Settle Claim: Erling Goico v. City of Norwalk **EXECUTIVE SESSION**

2. Discussion of negotiations pertaining to proposed option to purchase agreement by and between the City of Norwalk, The Norwalk Public Library Board and 587 CT Ave, LLC. **EXECUTIVE SESSION**

VII. COMMON COUNCIL COMMITTEES

A. RECREATION, PARKS AND CULTURAL AFFAIRS COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with Steeping Stones Museum for Children, Inc. for the use of Mathews Park for the "World Wide Day of Play" to take place Saturday, September 16, 2017 from 8:00 AM – 5:00 PM. Estimated attendance 1,900.

2. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with the Carver Foundation of Norwalk for use of Columbus School Grounds for their Summer Camp to be held June 26, 2017 through August 5, 2017, Monday – Friday each week from 8:30 AM – 5:30 PM. Estimated attendance 200.

3. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with Stew Leonard's for the use of Andrews Parking area to service their employees during busy store dates.

   2017: July 1, 2, 3
   November 21, 22
   December 2, 3,9,10,22,23,24

   2018: March 30, 31
   May 12, 13
   May 26, 27, 28

4a. Authorize the Purchasing Department to issue a Purchase Order to M.E. O'Brien & Sons, Inc. (Sole-Source) for Playground Equipment at Marvin School for a sum not to exceed $72,105.00. Account #0918-6030-5777-C0364.

4b. Authorize the Director of Recreation and Parks to issue change order in the sum not to exceed $5,000.00.

   Account # 0918-6030-5777-C0364.

5. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with Kidz 4 Kidz for the use of Norwalk High School Track for a Kidz 4 Kidz Walkathon to be held Saturday, June 10, 2017 from 10:00 AM – 12:00 Noon. Set up to take place Saturday, June 10, 2017 at 9:00 AM with tear down no later than 2:00 PM on Saturday, June 10, 2017. Estimated attendance 300.

6. Approve the Washington Street Plaza Proposed Improvement (Preliminary Site Plan Review).

7. Authorize the Mayor, Harry W. Rilling, to sign the Negative Pledge & Agreement and Declaration of Restrictive Use Covenant for the remediation of Ryan Park.

8. Approve the Master Plan of Irving Freese Park as presented and to proceed to Final Design and Construction documents (to be funded by the Norwalk Redevelopment Agency).

B. LAND USE AND BUILDING MANAGEMENT COMMITTEE

1. TECHNICAL CORRECTION of Common Council action of May 9, 2017, Item VII. B. 11 to correct the name of the company from **"PDF"** to **"PDS"**

   NEW ACTION TO READ AS FOLLOWS:

   "Authorize the Mayor, Harry W. Rilling, to execute an Agreement with **PDS** Engineering and Construction, Inc. for the Rowayton Elementary School Cafeteria Improvement Project for a total not to exceed $150,000.00.

   Account No: 09185010 5777 C0610."

C. FINANCE COMMITTEE

1. Accept and Approve the Report of the Claims Committee Dated: May 11, 2017.

2. For informational purposes only: Narrative on Tax Collections Dated: May 11, 2017.

3. For informational purposes only: Monthly Tax Collector's Report Dated: April 30, 2017.

4. Approve FY 2017-18 Parking Authority Budget as revised.

5. Discuss and Approve FY 2017-18 Water Pollution Authority Budget.

6. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Tyler Technologies to assist the Assessor with real property valuation for a sum not to exceed $680,000.00 (Account 011321-5258).

7. Resolution making appropriations for various public improvements aggregating $120,718,000 for the 2017-2018 capital budget and authorizing the issuance of $120,080,000 general obligation bonds of the city to meet certain appropriations in the 2017-2018 capital budget.

8a. Authorize the Mayor, Harry W. Rilling, to sign a Letter of Agreement regarding the agreement of Prime AE Group, Inc., The Capital Region Council of Governments (CRCOG), and the City of Norwalk as one of the members of the IT Services Cooperative, for an Electronic Document Management System, commencing June 29, 2017 and ending June 30, 2022 with additional three-year options to renew.

8b. Authorize the Purchasing Agent to issue purchase orders to The Capital Region Council of Governments for base Software Licenses, implementation, and hosting services for Phase I Electronic Document Management Systems at a cost not to exceed $19,250.00 and additional customized interfaces and workflows not to exceed $60,000 (total $79,250.00) account 09160600-5777-C0375. Budgeted IT capital project; no special appropriation required.

9. Authorize the Mayor, Harry Rilling, to execute an agreement with CDR Solutions for email archiving system for an amount not to exceed $34,250.00, account 09150600-5777-C0375 (budgeted IT capital project; no special appropriation required).

D. PLANNING COMMITTEE

1. Approve modifications to the Urban Renewal Plan for the Reed Putnam Area and Amendment #5 To Land Disposition & Development Agreement of the Reed Putnam Area – Development Parcels 1, 2, & 4 by and among the Norwalk Redevelopment Agency, the City of Norwalk, Connecticut and Norwalk Land Development LLC.

2. Authorize the Mayor to execute Amendment #5 to the Land Disposition & Development Agreement in the form approved by the Common Council and the Norwalk Redevelopment Agency after approval of the modifications to the Urban Renewal Plan for the Reed Putnam Area and Amendment #5 To Land Disposition & Development Agreement of the Reed Putnam Area – Development Parcels 1, 2, & 4 by the Norwalk Redevelopment Agency.

E. ORDINANCE COMMITTEE

1. Approve proposed ordinance changes on Norwalk Code Chapter 67A, subsections 67A-1(a), 67A-1(b), 67A-2, 67A-3, 67A-4, 67A-5.

VIII. RESOLUTIONS FROM COMMON COUNCIL

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

X. SUSPENSION OF RULES

XI. ADJOURNMENT

COMMON COUNCIL
NORWALK, CT

MAY 9, 2017
COUNCIL CHAMBERS

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

Mayor Rilling called the meeting to order at 7:36 p.m. and led the Assembly in reciting the Pledge of Allegiance.

Ms. King, City Clerk read the notice stating that the meeting was being videotaped and audio recorded for the public broadcast and 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. Richard Bonenfant	Mr. Michael Corsello
	Mr. Bruce Kimmel	Mr. Nicholas Sacchinelli
	Mr. Douglas Hempstead	
District A:	Ms. Eloisa Melendez	
District B:	Ms. Faye Bowman	Mr. Travis Simms
District C:	Mr. John Kydes	Ms. Michelle Maggio
District D:	Ms. Shannon O'Toole Giandurco	
District E:	Mr. John Igneri	Mr. Thomas Livingston

At Roll Call, there were thirteen Common Council member present and two (2) absent (Mr. DePalma and Mr. Serasis).

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

II. ACCEPTANCE OF MINUTES

Regular Meeting: April 25, 2017

** **MR. LIVINGSTON MOVED TO ACCEPT THE MINUTES AS PRESENTED**
** **MOTION PASSED WITH ONE (1) ABSTENTION (MR. HEMPSTEAD)**

III. PUBLIC PARTICIPATION

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

Mr. George Albano spoke in support of naming the new athletic sports complex the Honorable Robert J. Callahan Athletic Complex "The Judge". He said that Judge Callahan was considered to be one of the best athletes to come out of Norwalk. He highlighted his athletic accomplishments and added that he had a highly respected 40-year law career.

Ms. Meghan Callahan Kane, one of Judge Callahan's eight children said her father would be honored to have the field named after him. He loved Norwalk and sports. He has grandchildren who play on that field every day.

Mr. Pamma Singh Gulati said it was a great honor that one of their highest religious days was being honored by the City. He explained the origins of the holiday. He said this declaration strengthens their bond with the City.

Ms. Renna Kaur Arora thanked the Common Council on behalf of the Sikhs community for this declaration. She said she is their Chair of their community organization and described their many charitable works in the local community. In addition, she conducts diversity training with the Police Department.

Ms. Patsy Brescia said she had the privilege of sitting next to Judge Callahan when they were on the Common Council together. She said she is the Vice Chair of the Library Board and impressed how important the current negotiations are. She said she also chairs the Lockwood Mathews Mansion Museum Board of Trustees and said they have several items on the agenda for improvements to the Mansion.

There were no other members of the public who wished to speak.

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS: There were none this evening.

APPOINTMENTS: There were none this evening.

REAPPOINTMENTS:

** **MS. BOWMAN MOVED TO APPROVE THE FOLLOWING REAPPOINTMENT:**

JEFFREY A. INGRAHAM, FAIR HOUSING ADVISORY COMMISSION

Ms. Bowman explained that Rev. Ingraham is a Pastor in the South Norwalk community does a great job. Mayor Rilling added that he adds a lot to the Commission.

** **MOTION PASSED UNANIMOUSLY**

** **MR. IGNERI MOVED TO APPROVE THE FOLLOWING REAPPOINTMENTS:**

LEWIS W. CLARK, WATER POLLUTION CONTROL AUTHORITY
JOHN J. FLYNN, WATER POLLUTION CONTROL AUTHORITY

Mr. Igneri said he worked with both Mr. Clark and Mr. Flynn for a number of years and they understand the workings of the WPCA. They are both Civil Engineers

** **MOTION PASSED UNANIMOUSLY**

MAYOR'S REMARKS

Mayor Rilling read a proclamation in honor of Vaisakhi Day, April 14th. This day commemorates the founding of the religion in 1699. He said the Sikhs community is a wonderful part of the community. He said they do so much such as standing with the community following September 11th. He said it was heartwarming and helped ease the pain.

Mayor Rilling announced upcoming activities to commemorate Memorial Day. The Memorial Day parade will take place on May 29th. A Citywide Art show to be held on May 16, 2017 in the Community Room and the Norwalk Police Memorial Ceremony will take place on May 17, 2017 at the Norwalk Police Plaza to recognize the more than 16,000 Police Officers fallen in the line of duty.

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

Mr. Igneri thanked everyone who was here earlier for the public hearing. A second public hearing will take place on Monday, May 15, 2017 at 7:00 pm, in room 231.

** MR. IGNERI MOVED TO SUSPEND THE RULES TO MOVE ITEM A1 CORPORATION COUNSEL TO THE END OF THE AGENDA
** MOTION PASSED UNANIMOUSLY

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. CORSELLO MOVED THE FOLLOWING CONSENT CALENDAR:**

HEALTH, WELFARE AND PUBLIC SAFETY COMMITTEE

VII.A.1, VII.A.2

LAND USE AND BUILDING MANAGEMENT

VII.B.4A, VII.B.4B, VII.B.5A, VII.B.5B, VII.B.6, VII.B.7A, VII.B.7B, VII.B.7C
VII.B.10A, VII.B.10B, VII.B.11, VII.B.12

PUBLIC WORKS COMMITTEE

VII.C.1, VII.C.2, VII.C.4A, VII.C.4B, VII.C.5

PLANNING COMMITTEE

VII.D.1.

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

B. BOARD OF ESTIMATE AND TAXATION

VII. COMMON COUNCIL COMMITTEES

A. HEALTH, WELFARE, PUBLIC SAFETY COMMITTEE

1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A NINTH AMENDMENT TO THE AGREEMENT BETWEEN THE CITY

AND EMERGENCY COMMUNICATIONS NETWORK, LLC - CODE RED, FOR THE CODE RED EMERGENCY NOTIFICATION SYSTEM. AMENDMENT WILL CONTINUE TO PROVIDE AN UNLIMITED MINUTE BANK FOR THE COMPENSATION AMOUNT OF $37,500 IN FY 2017-2018.

2. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANNUAL CONTRACT RENEWALS WITH EMERGENCY COMMUNICATIONS NETWORK, LLC – FOR THE CODE RED NOTIFICATION SERVICE AS LONG AS THE VENDOR AND COST (NOT TO EXCEED $37,500) REMAIN THE SAME.
ACCOUNT NO: 60-5258

B. LAND USE AND BUILDING MANAGEMENT COMMITTEE

4A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A CONTRACT WITH DOMUS CONSTRUCTORS LLC, FOR ROOF REPAIRS ON THE LOCKWOOD MATHEWS MANSION MUSEUM FOR A TOTAL NOT TO EXCEED $167,400.
ACCOUNT NO: 0917/18 6310 5777 C0092

4B. AUTHORIZE THE HISTORICAL COMMISSION TO EXECUTE CHANGE ORDERS ON CONTRACT FOR A TOTAL NOT TO EXCEED $30,000.00.

5A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A CONTRACT WITH DOMUS CONSTRUCTORS LLC FOR THE LOCKWOOD MATHEWS MANSION MUSEUM ADA IMPROVEMENT PROJECT FOR A TOTAL NOT TO EXCEED $422,474.00. FUNDS ARE AVAILABLE FROM THE STATE DECD GRANT.
ACCOUNT NO: 09177100 5799 C0186.

5B. AUTHORIZE THE HISTORICAL COMMISSION TO ISSUE CHANGE ORDERS ON CONTRACT FOR A TOTAL NOT TO EXCEED $32,885.00.

6. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH DAVID SCOTT PARKER ARCHITECTS, LLC TO PROVIDE ARCHITECTURAL SERVICES FOR THE LOCKWOOD MATHEWS MANSION MUSEUM ADA IMPROVEMENT PROJECT FOR A TOTAL NOT TO EXCEED $21,700.00
STATE GRANT ACCOUNT NO: 09177100-5799-C0186

7A. APPROVE NORWALK FACILITIES CONSTRUCTION COMMISSION (NFCC), ACTING IN ACCORDANCE WITH NORWALK ORDINANCES, AS THE NORWALK SCHOOL BUILDING COMMITTEE FOR THE PONUS RIDGE MAGNET SCHOOL PROJECT.

7B. AUTHORIZE THE PREPARATION OF SCHEMATIC DRAWINGS AND OUTLINE SPECIFICATIONS FOR THE PONUS RIDGE MAGNET SCHOOL PROJECT.

7C. AUTHORIZE THE FILING OF A SCHOOL GRANT APPLICATION TO THE STATE DEPARTMENT OF ADMINISTRATIVE SERVICES FOR THE PONUS RIDGE MAGNET SCHOOL PROJECT. CT GENERAL ASSEMBLY DEFINED PROJECT TYPE IS: EA/CV (EA) EXTENSION/ALTERATION (AKA, (E) EXTENSION (AKA, ADDITION) AND (A) ALTERATIONS AKA IMPROVEMENTS OR RENOVATION) / (CV CODE VIOLATION (AKA, HAZARDOUS MATERIAL REMEDIATION).

10A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH DPM CONTRACTING LLC FOR ADA ALTERATIONS AT NORWALK HIGH SCHOOL AND BRIEN MCMAHON HIGH SCHOOL FOR A TOTAL NOT TO EXCEED $65,888.00
ACCOUNT NO: 09161000-5777-C0536

10B. AUTHORIZE THE SCHOOL FACILITIES DIRECTOR TO ISSUE CHANGE ORDERS ON CONTRACT FOR A TOTAL NOT TO EXCEED $6,588.00.

11. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH PDF ENGINEERING AND CONSTRUCTION, INC. FOR THE ROWAYTON ELEMENTARY SCHOOL CAFETERIA IMPROVEMENT PROJECT FOR A TOTAL NOT TO EXCEED $150,000.00.
ACCOUNT NO: 09185010 5777 C0610.

12. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AMENDMENT TO SILVER PETRUCELLI ASSOCIATES' DESIGN SERVICES CONTRACT FOR WEST ROCKS SCHOOL WINDOW REPLACEMENT PROJECT FOR ENVIRONMENTAL REMEDIATION SERVICES FOR A TOTAL NOT TO EXCEED $24,854.00
ACCOUNT NO: 09175010 5777 C0566 AND 09175010 5777 C0585

C. PUBLIC WORKS COMMITTEE

1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH TIGHE & BOND FOR ITS ENGINEERING SERVICES FOR THE ROWAYTON POND DAM PROJECT, FOR A SUM NOT TO EXCEED $20,000.00
ACCOUNT NO: 09 14 4027 5777 C0440

2. APPROVE THE FOURTH TAXING DISTRICT PROPERTY EXTENSIONS THROUGH SEPTEMBER 30, 2016 AS PER THE LIST DATED APRIL 5, 2017.

4A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH SEALCOATING INC. FOR PROJECT NO. PM 2017-3 PROPOSED HOT-IN-PLACE RECYCLING AND MICRO - SURFACING, FOR A SUM NOT TO EXCEED $478,840.60.
ACCOUNT NO: 09 17 4021 5777 C0021

4B. AUTHORIZE THE DIRECTOR OF PUBLIC WORKS, BRUCE CHIMENTO, TO EXECUTE ORDERS ON CONTRACT WITH SEALCOATING INC. FOR PROJECT NO. PM 2017-3 PROPOSED HOT-IN-PLACE RECYCLING AND MICRO-SURFACING, FOR A SUM NOT TO EXCEED $47,884.06
ACCOUNT NO: 09 17 4021 5777 C0021

5. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH PRIME AE GROUP, INC. FOR SCANNING AND INDEXING SERVICES PERTAINING TO THE EDMS ELECTRONIC DOCUMENT MANAGEMENT SYSTEM PROJECT, FOR A SUM NOT TO EXCEED $50,934.00.
ACCOUNT NO: 09 10 4031 5777 C0037
09 13 4031 5777 C0037
22 40 62 5741 (WPCA)

D. PLANNING COMMITTEE

1. APPROVE THE APPLICATIONS LISTED IN THE ATTACHED MEMO FOR REFERRAL TO THE STATE FOR INCLUSION IN THE 2017 NAA TAX CREDIT PROGRAM.

** MOTION PASSED UNANIMOUSLY

B. LAND USE AND BUILDING MANAGEMENT COMMITTEE

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

1. **APPROVE TO NAME THE NEW NATHAN HALE ATHLETIC COMPLEX IN HONOR OF THE LATE CONNECTICUT SUPREME COURT CHIEF JUSTICE, JUDGE ROBERT J. CALLAHAN AS HONORABLE ROBERT J. CALLAHAN ATHLETIC COMPLEX "THE JUDGE".**

Mr. Livingston said that he never knew Judge Callahan, but he sounds like an amazing person. He said the idea is that the athletic complex would be known as the Honorable Robert J. Callahan Athletic Complex, with the nickname "The Judge".

Ms. Maggio said it is true that his descendants are on the field every day. Mr. Bonenfant said he had the privilege to know Judge Callahan and said he was a really nice guy; always friendly. He said the field is beautiful and the players love to play there.

Mr. Hempstead said Judge Callahan represents all the good things about Norwalk and the State of Connecticut. He said it is a real honor to have his name on the field.

Mayor Rilling said he knew Judge Callahan and said he was a wonderful man and public servant.

** **MOTION PASSED UNANIMOUSLY**

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

2. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A LEASE AGREEMENT WITH FAMILY & CHILDREN'S AGENCY FOR THE THIRD FLOOR OF BEN FRANKLIN CENTER BASED ON UTILITY PAYMENT OF $2.50/SF/YEAR FOR:
- JUNE 1, 2017 TO AUGUST 31, 2017 – 4,768 SF FOR A TOTAL OF $3,973.33
- SEPTEMBER 1, 2017 TO AUGUST 31, 2019 - 7,127 SF FOR A TOTAL OF $17,817.50 PER YEAR WITH ONE 2-YEAR RENEWAL OPTION. REMAINING TERMS SHALL BE AS OUTLINED IN ALAN LO'S MEMO DATED APRIL 24, 2017.

Mr. Livingston said the $2.50 represents the City's utility cost. He said it is important to note that this is a non-profit providing valuable service to the City.

Mr. Bonenfant said the City should get $4.00, which is the breakeven point to run the building. He said he agreed that they provide a good service to the City.

** **MOTION PASSED WITH ONE VOTE IN OPPOSITION (1) (MR. BONENFANT)**

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

3. **AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AMENDMENT TO THE LEASE AGREEMENT WITH MID FAIRFIELD CHILD GUIDANCE CENTER FOR THE THIRD FLOOR OF BEN FRANKLIN CENTER, LIMITED TO ROOMS #301A, #306, #307 AND #310 (TOTAL 4,768 SF) BASED ON UTILITY PAYMENT OF $2.50/SF/YEAR, FROM JUNE 1, 2017 TO AUGUST 31, 2017, FOR A TOTAL OF $1,474.38.**

** **MOTION PASSED WITH ONE (1) VOTE IN OPPOSITION (MR. BONENFANT)**

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

8A. APPROVE NORWALK FACILITIES CONSTRUCTION COMMISSION (NFCC), ACTING IN ACCORDANCE WITH NORWALK ORDINANCES, AS THE NORWALK SCHOOL BUILDING COMMITTEE FOR THE CONSTRUCTION OF A NEW SOUTH NORWALK SCHOOL ON THE ELY SITE.

8B. AUTHORIZE THE PREPARATION OF SCHEMATIC DRAWINGS AND OUTLINE SPECIFICATIONS FOR THE CONSTRUCTION OF A NEW SOUTH NORWALK SCHOOL ON THE ELY SITE.

8C. AUTHORIZE THE FILING OF A SCHOOL GRANT APPLICATION TO THE STATE DEPARTMENT OF ADMINISTRATIVE SERVICES FOR THE CONSTRUCTION OF A NEW SOUTH NORWALK SCHOOL ON THE ELY SITE. CT GENERAL ASSEMBLY DEFINED PROJECT TYPE IS: N (N) NEW CONSTRUCTION.

Mr. Simms said he did not think these items should be moved because approval to use the field not been received from the DEP.

Mr. Kimmel explained that these are technical items that were already approved. He explained how the State guidelines work and said they have to move this forward and then have discussions with the State.

Mr. Livingston said this does not authorize construction. It approves the NFCC to authorize drawings.

Ms. Bowman said she did not vote in favor of this in Committee. She asked about the Community Advisory Board. Mr. Alan Lo explained that the Superintendent set up an ad hoc committee. They need to complete the Education specs by June 30th and then this committee is finished. As part of their responsibilities, the NFCC and Advisory Board will develop a construction plan.

Ms. Bowman asked about funding for the traffic study. Mr. Lo said they will have to find the money in the budget to pay for the traffic study.

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

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

9A. APPROVE NORWALK FACILITIES CONSTRUCTION COMMISSION (NFCC), ACTING IN ACCORDANCE WITH NORWALK ORDINANCES, AS THE NORWALK SCHOOL BUILDING COMMITTEE FOR THE WEST ROCKS MIDDLE SCHOOL WINDOW REPLACEMENT PROJECT (2018).

9B. AUTHORIZE THE PREPARATION OF SCHEMATIC DRAWINGS AND OUTLINE SPECIFICATIONS FOR THE WEST ROCKS MIDDLE SCHOOL WINDOW REPLACEMENT PROJECT (2018).

9C. AUTHORIZE THE FILING OF A SCHOOL GRANT APPLICATION TO THE STATE DEPARTMENT OF ADMINISTRATIVE SERVICES FOR THE WEST ROCKS MIDDLE SCHOOL WINDOW REPLACEMENT PROJECT (2018). CT GENERAL ASSEMBLY DEFINED PROJECT TYPE IS: EC/CV (EC) ENERGY CONSERVATION (AKA, WINDOW REPLACEMENT) / (CV) CODE VIOLATION (AKA, HAZARDOUS MATERIAL REMEDIATION)

Mr. Livingston explained that this is the next step in advancing this project to the State. He said this project is way over budget, but it is a project that needs to be done. Currently, the windows are falling out.

Mr. Kimmel pointed out that during their discussions with the architect, the issue came up about how do they fold in remediation costs. He said that going forward with City projects, they have to know, to the extent possible, what the potential remediation costs will be so they do not find themselves in this same position.

Mr. Bonenfant said that this project is over $3 million and if they are wasting $10,000 in heating oil, it would take 300 years to make up for that. He said this is getting a little out of hand.

Mr. Lo said they are doing the windows facing the parking lot this summer. The next phase will be for the rest of the windows. He explained that under the new regulations, they have to create a security entrance when doing renovations.

Mr. Kimmel said this is not an energy savings project. The windows are falling out and are full of PCB. The windows need to be safe and decontaminated. There are young kids and staff in the building. The windows cannot remain this way. The state of the windows is very dangerous; this is something that can't be avoided.

Mr. Lo said the NPCC will have oversite, but can only spend what is authorized by the Common Council. Ms. Bowman said this is an important project. Mr. Kydes said that the original estimated did not allocate anything for PCB. Mr. Lo said the architect did not include an environmental study. The City is not required to test for PCB. Mr. Lo said that about 30% of the project is directed toward remediation. During the design process they added the security windows.

Mr. Kimmel said that in the late 1990s, there was an $887,000 change order for West Rocks when asbestos was found late in the project. He said they have to look at upfront costs to the City.

** **MOTION PASSED WITH ONE (1) VOTE IN OPPOSITION (MR. BONENFANT)**

C. PUBLIC WORKS COMMITTEE

Due to a potential conflict of interest, Mr. Hempstead recused himself and left the Common Council chambers.

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

3. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN EASEMENT AGREEMENT WITH NORWALK LAND DEVELOPMENT LLC FOR INSTALLATION AND MAINTENANCE OF TIE-BACKS / SOIL NAILS AND SOIL NAIL WALLS UNDER NORTH WATER STREET AND PINE STREET EXTENSION IN CONNECTION WITH THE CONSTRUCTION OF THE SONO COLLECTION PROJECT.

Ms. Bowman noted this work will be near the Macedonia Church and asked that the Church be notified when construction will take place.

** **MOTION PASSED UNANIMOUSLY**

Mr. Hempstead returned to the Common Council chambers.

Mr. Kydes left the Common Council chambers.

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

6. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN ESCROW AGREEMENT WITH NORWALK LAND DEVELOPMENT, LLC FOR SONO COLLECTION INSPECTION SERVICES FOR A SUM NOT TO EXCEED $299,730.00.

** **MOTION PASSED UNANIMOUSLY**

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

** **MR. IGNERI MOVED TO GO INTO EXECUTIVE SESSION AT 8:48 P.M.**

** **MOTION PASSED UNANIMOUSLY**

1. DISCUSSION OF NEGOTIATIONS PERTAINING TO PROPOSED OPTION TO PURCHASE AGREEMENT BY AND BETWEEN THE CITY OF NORWALK, THE NORWALK PUBLIC LIBRARY BOARD AND 587 CT AVE, LLC. **EXECUTIVE SESSION**

The public was excused and the Common Council members went into Executive Session.

The Common Council members came out of Executive Session at 9:48 p.m. During the Executive Session, no motions or votes were taken.

VII. RESOLUTIONS FROM COMMON COUNCIL

There were none this evening.

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

There were none this evening.

X. SUSPENSION OF RULES

There were none this evening.

XI. ADJOURNMENT

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

There was no further business and the meeting was unanimously adjourned at 9:48 p.m.

ATTEST:_____
Donna King, City Clerk

VII. A

CITY OF NORWALK RECREATION & PARKS DEPARTMENT
FACILITIES RENTAL APPLICATION FORM

PLEASE PRINT

ORGANIZATION NAME: Stepping Stones Museum for Children, Inc. PERSONAL/FAMILY ASSOCIATION/CLUB COMPANY/BUSINESS ✓

NAME OF CORPORATE OFFICER AUTHORIZED TO EXECUTE THE LICENSE AGREEMENT: Rhonda Kiest TITLE: President & CEO

YOUR NAME: Mike Jacabacci TITLE: Director of Facilities

ADDRESS: 303 - West Ave E-MAIL ADDRESS: _____

CITY: Norwalk STATE: CT ZIP CODE: 06850

HOME PHONE: _____ BUSINESS PHONE: 203-899-0606 CELL: 203-822-8198

FACILITY & EVENT INFORMATION

FACILITY REQUESTED: Mathews Park # OF PARTICIPANTS: +/- 1,900

EVENT: World Wide Day of Play DATE REQUESTED: 9/16/17

SET UP TIME: 8:00 AM STARTING TIME: 9:00 AM ENDTIME: 3:00 PM RAIN DATE: —

(RAIN DATE NOT APPLICABLE WITH PAVILION OR MANSION)

ARE YOU REQUESTING THE USE OF ALCOHOLIC BEVERAGES AND/OR BEER KEGS? YES_____ NO_X_

ARE YOU SERVING FOOD: YES_____ NO_X_

ARE YOU REQUESTING A TENT? YES_____ NO_X_ *ANY TENT (STRUCTURE) 10 x 10 FEET OR LARGER INCLUDING, BUT NOT LIMITED TO; ELECTRICAL LIGHTING EQUIPMENT, REQUIRES A SEPARATE PERMIT FROM THE CODE ENFORCEMENT DEPARTMENT

WATER DUNKING MACHINES MUST RECEIVE APPROVAL FROM DIRECTOR OF RECREATION & PARKS. IF APPROVED SEPARATE INSURANCE MUST BE PURCHASED AND PRESENTED. BOUNCE HOUSES AND DRONES ARE NOT ALLOWED ON ANY CITY PROPERTY, INCLUDING SCHOOL GROUNDS AND PARKS. VIOLATION OF THIS RULE MAY JEAPORDIZE FUTURE EVENTS IN THE CITY.

ARE YOU REQUESTING TO USE DISPLAY ADVERTISING AT YOUR EVENT? YES (NO)
ARE YOU REQUESTING TO SOLICIT CONTRIBUTIONS AT YOUR EVENT? YES (NO)
ARE YOU REQUESTING TO SELL FOOD, BEVERAGES, GOODS OR WARES? YES (NO)

PLEASE NOTE: NO GLASS OR BOTTLES ALLOWED ON CITY PARK PROPERTY; OPEN PIT FIRES ARE PROHIBITED DEPOSIT/FEES ARE NON REFUNDABLE OR TRANSFERABLE; CERTIFICATE OF INSURANCE IS REQUIRED FOR ALL EVENTS

WILL THE GROUP BE GOING INTO THE WATER IN ANY WAY, WADING, WALKING OR SWIMMING YES_____ NO_X_
WILL THE GROUP HAVE ANY ACITIVITIES NEAR OR AROUND THE WATER? YES_____ NO_X_

IT IS THE GROUP SUPERVISOR'S RESPONSIBILITY TO CONTACT THE LIFEGUARD SUPERVISOR ON DUTY SO THAT ALL RULES AND REGULATIONS ARE CLEAR

IS A WATER SAFETY INSTRUCTOR OR A CERTIFIED LIFEGUARD ACCOMPANYING YOUR GROUP? YES_____ NO_X_

If yes, name of person(s) _____. Each group should have accessible a list with all the children's names that are attending the outings for accountability in case of emergency.

ANY QUESTIONS ANSWERED YES, PLEASE EXPLAIN ON SEPARATE SHEET & ATTACH TO APPLICATION

APPLICANT'S SIGNATURE: _____ DATE: _____ OFFICE USE ONLY

RECREATION & PARK COMMITTEE APPROVAL: YES_____ NO_____ N/A_____ DATE:_____
COMMON COUNCIL APPROVAL: YES_____ NO_____ N/A_____ DATE:_____

DIRECTOR'S SIGNATURE: _____ DATE: _____
(Signature required)

MC- 4/20/17

CITY OF NORWALK RECREATION & PARKS DEPARTMENT
FACILITIES RENTAL APPLICATION FORM

PLEASE PRINT

PERSONAL/FAMILY
ASSOCIATION/CLUB
COMPANY/BUSINESS

ORGANIZATION NAME: Carver Foundation of Norwalk

NAME OF CORPORATE OFFICER AUTHORIZED TO EXECUTE THE LICENSE AGREEMENT: Novelette Peterkin TITLE: Executive Director

YOUR NAME: Brian Allert TITLE: Deputy Director

ADDRESS: 7 Academy Street E-MAIL ADDRESS: brian@carvercenterct.org

CITY: Norwalk STATE: CT ZIP CODE: 06850

HOME PHONE: 203-807-6677 BUSINESS PHONE: 203-838-4306 CELL: 203-807-6677 *best way to reach

FACILITY & EVENT INFORMATION

FACILITY REQUESTED: Columbus School # OF PARTICIPANTS: 200 campers 33 staff

EVENT: Summer Camp DATE REQUESTED: 6/26 - 8/4 m-friday (Monday-Friday)

SET UP TIME: STARTING TIME: 8:30 am ENDTIME: 5:30 pm RAIN DATE:

(RAIN DATE NOT APPLICABLE WITH PAVILION OR MANSION)

ARE YOU REQUESTING THE USE OF ALCOHOLIC BEVERAGES AND/OR BEER KEGS? YES____ NO X

ARE YOU SERVING FOOD: YES ✓ NO____

ARE YOU REQUESTING A TENT? YES____ NO ✓ *ANY TENT (STRUCTURE) 10 x 10 FEET OR LARGER INCLUDING, BUT NOT LIMITED TO; ELECTRICAL LIGHTING EQUIPMENT, REQUIRES A SEPARATE PERMIT FROM THE CODE ENFORCEMENT DEPARTMENT

WATER DUNKING MACHINES MUST RECEIVE APPROVAL FROM DIRECTOR OF RECREATION & PARKS. IF APPROVED SEPARATE INSURANCE MUST BE PURCHASED AND PRESENTED. BOUNCE HOUSES AND DRONES ARE NOT ALLOWED ON ANY CITY PROPERTY, INCLUDING SCHOOL GROUNDS AND PARKS. VIOLATION OF THIS RULE MAY JEAPORDIZE FUTURE EVENTS IN THE CITY

ARE YOU REQUESTING TO USE DISPLAY ADVERTISING AT YOUR EVENT? YES (NO)
ARE YOU REQUESTING TO SOLICIT CONTRIBUTIONS AT YOUR EVENT? YES (NO)
ARE YOU REQUESTING TO SELL FOOD, BEVERAGES, GOODS OR WARES? YES (NO)

PLEASE NOTE: NO GLASS OR BOTTLES ALLOWED ON CITY PARK PROPERTY; OPEN PIT FIRES ARE PROHIBITED DEPOSIT/FEES ARE NON REFUNDABLE OR TRANSFERABLE; CERTIFICATE OF INSURANCE IS REQUIRED FOR ALL EVENTS

WILL THE GROUP BE GOING INTO THE WATER IN ANY WAY, WADING, WALKING OR SWIMMING YES____ NO X
WILL THE GROUP HAVE ANY ACITIVITIES NEAR OR AROUND THE WATER? YES____ NO X

IT IS THE GROUP SUPERVISOR'S RESPONSIBILITY TO CONTACT THE LIFEGUARD SUPERVISOR ON DUTY SO THAT ALL RULES AND REGULATIONS ARE CLEAR

IS A WATER SAFETY INSTRUCTOR OR A CERTIFIED LIFEGUARD ACCOMPANYING YOUR GROUP? ON site YES____ NO X

If yes, name of person(s) _____. Each group should have accessible a list with all the children's names that are attending the outings for accountability in case of emergency.

ANY QUESTIONS ANSWERED YES, PLEASE EXPLAIN ON SEPARATE SHEET & ATTACH TO APPLICATION

APPLICANT'S SIGNATURE: [signature] DATE: 4/21/17 OFFICE USE ONLY

RECREATION & PARK COMMITTEE APPROVAL: YES____ NO____ N/A____ DATE:____
COMMON COUNCIL APPROVAL: YES____ NO____ N/A____ DATE:____

DIRECTOR'S SIGNATURE: _____ DATE: _____
(Signature required)

MM - 4/21

100 Westport Ave Norwalk, CT 06851

April 11, 2017

Mr. Michael Mocciae
City of Norwalk
Director of Recreation and Parks
125 East Avenue
Norwalk, CT 06850

Dear Mr. Mocciae,

We are requesting the use of Andrew's Field, in order for our employees to park their cars there during the busiest days at Stew Leonard's. The dates we are requesting are listed below.

2017
July 1,2,3
November 21,22
December 2,3 9,10 22,23, 24

2018
Mar 30,31
May 12,13
May 26, 27,28

If you have any questions please feel free to contact me.

Thank You,

Mike D'Antonio
Stew Leonard's
Loss Prevention Manager
100 Westport Ave
Norwalk, CT 06851
(203)-750-6196
mdantonio@stewleonards.com

April 17, 2017

Norwalk Purchasing Department

Response Summary Project # 3742

Project Name: Installation of Playground Equipment (Marvin Elementary)

Thank you for your response to our Request for Proposals Submission. The following is a summary of the vendors that submitted proposals for this project.

Vendor	Lump Sum Bid
1. Probuilt Designs LLC	$28,746.00
2.Concrete Creations LLC	$35,500.00
3. Lee Home Improvements LLC	$37,600.00
4. Grasshopper Lawns, Inc.	$46,300.00
5. Pat Corsetti, Inc.	$65,900.00

M.E. O'Brien & Sons, Inc.
93 West Street – P.O. Box 650 / Medfield, MA 02052
Phone: 508-359-4200 / Fax: 508-359-2817
SDO CERTIFIED WBE (MA ONLY)

REVISED QUOTE

Date: February 27, 2017

Job: Marvin School

Location: Norwalk, CT

Salesman: Peter Wallace, CPSI / Phone: 203-805-4325 / Fax: 203-805-4265
Peter_Wallace@obrienandsons.com

Attention: Mike Mocciae, Director / mmocciae@norwalkct.org

We are pleased to offer our quotation on the following for the above subject job:

STATE CONTRACT PRICING – CONTRACT #14PSX0154

QTY	DESCRIPTION	TOTAL
	By Landscape Structures, Inc. – ME015376 - 2/13/17	
	5-12 Year Old Play Area	
1	PlayBooster / EVOS Structure / Saddle Spinner	$62,930.00
1	5000 Series Swing Set, 8' high with (6) belt seats	$2,936.00
	Engineered Woodfiber Safety Surfacing	
220	Cubic yards of material for 4,388 sq/ft at 12" thick	$6,239.00
	Installation Services:	
	• Remove and dispose of existing PlayBooster structure and swing set	$7,000.00
	Installation of New Equipment (Estimated Pricing):	
	• Excavate, dispose of existing sand safety surfacing • Receive, off-load play equipment delivery • Layout and augur holes • Install play equipment, pour concrete footers • Expand area 24' x 18', supply and install new timber border • Create new 2'-high retaining wall with pressure treated timber in expanded area • Replace (6) of the existing pressure treated timbers around PlayStructure area • Supply and install new pressure treated timbers around swing set area	$34,000.00
	Total Project Price (2017 equipment pricing)	**$113,105.00**

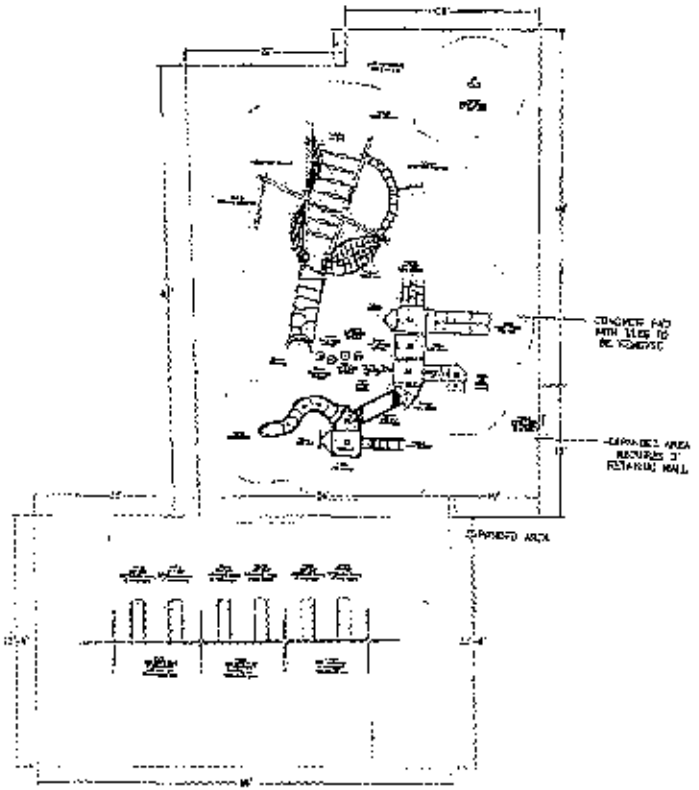
Re: Marvin School
Norwalk, CT
February 27, 2017

PLEASE READ – IMPORTANT NOTES – PLEASE READ

- Contractor/Customer is responsible for quantity, color, and product confirmation.
- Prices based on quantities listed. Any change to quantities may impact prices quoted.
- M.E. O'Brien & Sons is NOT responsible for plan take-offs. All quantities, square footages, thicknesses, etc. are the responsibility of the purchaser. Confirm and double check quantities quoted. It is the responsibility of the purchaser to approve/purchase items "per plan".
- Prices are quoted for 2017, are firm for 30 days only and are subject to review thereafter.
- Prices are for materials only unless otherwise noted.
- Prices do NOT include sales tax.
- If installation is included, M.E. O'Brien & Sons is NOT responsible for buried underground hazards including, but not limited to: ledge, unsuitable bearing soils, unmarked utilities, boulders, construction debris and any other conditions beyond our control. Additional cost will be required to rectify these situations.
- Standard manufacturer's design, colors, specifications, and construction apply.
- Retainage does not apply.
- Returns must be made within 30 calendar days of receipt of order. Customer is responsible for re-stocking fee plus shipping charges (to and from) for all returned items. Woodfiber is NOT returnable.
- Our terms are: net 30 days.
- Allow 4 to 6 weeks for delivery of materials after receipt of order and architectural approval if required. Installation to take place as soon as possible after receipt of materials and according to installer's schedule; prevailing wage rates do not apply unless otherwise noted.

If we can be of further assistance please do not hesitate to contact us.
Thank you!

QUOTE



landscape structures

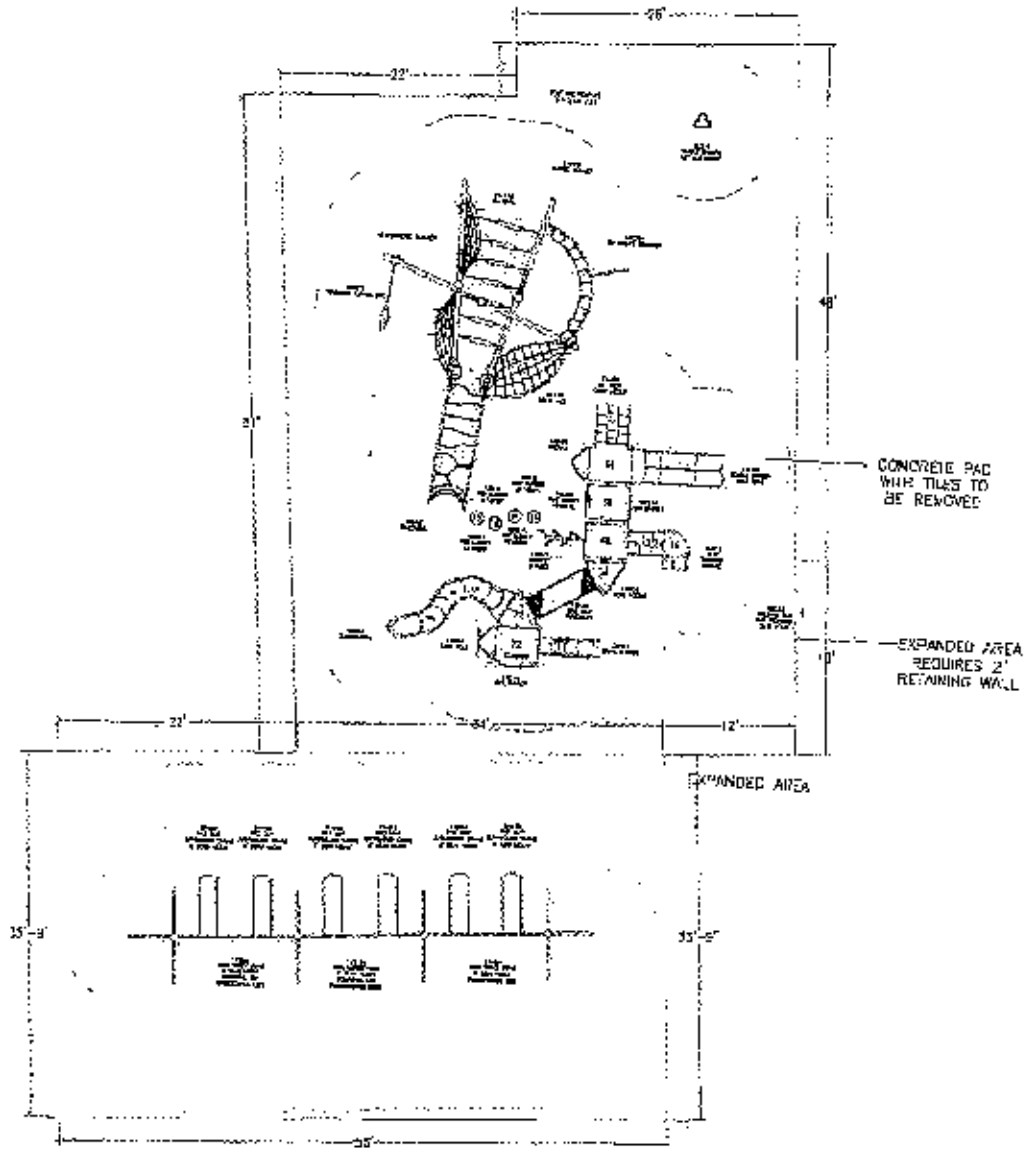
TOTAL ELEVATED PLAY COMPONENTS	10		
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	10	REQUIRED	9
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	17	REQUIRED	3
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	5	REQUIRED	1

DESIGNED BY:
JPA

	MARVIN SCHOOL NORWALK, CT	M.E. O'BRIEN & SONS, INC. PETER WALLACE

STRUCTURE TYPE:
PS/EVOS/XC

DRAWING #:
M2015070


CONCRETE PAD WITH TILES TO BE REMOVED
EXPANDED AREA REQUIRES 2' RETAINING WALL
EXPANDED AREA

CITY OF NORWALK RECREATION & PARKS DEPARTMENT
FACILITIES RENTAL APPLICATION FORM

PLEASE PRINT

PERSONAL/FAMILY
ASSOCIATION/CLUB
COMPANY/BUSINESS

ORGANIZATION NAME: Kidz4Kidz

NAME OF CORPORATE OFFICER AUTHORIZED TO EXECUTE THE LICENSE AGREEMENT: David Levy TITLE: Founder

YOUR NAME: David Levy TITLE: Same

ADDRESS: 6 Romindon Court E-MAIL ADDRESS: geoxproduct@yahoo.com

CITY: Norwalk STATE: CT ZIP CODE: 06851

HOME PHONE: _____ BUSINESS PHONE: _____ CELL: 203-524-4803

FACILITY & EVENT INFORMATION

FACILITY REQUESTED: Norwalk High School Track # OF PARTICIPANTS: 300

EVENT: Kidz 4 Kidz Walkathon DATE REQUESTED: 6/10/17

SET UP TIME: 9:00Am STARTING TIME: 10:00 Am ENDTIME: 12:00 PM RAIN DATE: N/A

(RAIN DATE NOT APPLICABLE WITH PAVILION OR MANSION)

ARE YOU REQUESTING THE USE OF ALCOHOLIC BEVERAGES AND/OR BEER KEGS? YES_____ NO ✓

ARE YOU SERVING FOOD: YES_____ NO ✓

ARE YOU REQUESTING A TENT? YES_____ NO ✓ *ANY TENT (STRUCTURE) 10 x 10 FEET OR LARGER INCLUDING, BUT NOT LIMITED TO: ELECTRICAL LIGHTING EQUIPMENT, REQUIRES A SEPARATE PERMIT FROM THE CODE ENFORCEMENT DEPARTMENT

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ARE YOU REQUESTING TO USE DISPLAY ADVERTISING AT YOUR EVENT? (YES) NO Just for Sponsors
ARE YOU REQUESTING TO SOLICIT CONTRIBUTIONS AT YOUR EVENT? (YES) NO
ARE YOU REQUESTING TO SELL FOOD, BEVERAGES, GOODS OR WARES? (YES) NO possibly outside food vendors

PLEASE NOTE: NO GLASS OR BOTTLES ALLOWED ON CITY PARK PROPERTY; OPEN PIT FIRES ARE PROHIBITED DEPOSIT/FEES ARE NON REFUNDABLE OR TRANSFERABLE; CERTIFICATE OF INSURANCE IS REQUIRED FOR ALL EVENTS

WILL THE GROUP BE GOING INTO THE WATER IN ANY WAY, WADING, WALKING OR SWIMMING YES_____ NO ✓
WILL THE GROUP HAVE ANY ACTIVITIES NEAR OR AROUND THE WATER? YES_____ NO ✓

IT IS THE GROUP SUPERVISOR'S RESPONSIBILITY TO CONTACT THE LIFEGUARD SUPERVISOR ON DUTY SO THAT ALL RULES AND REGULATIONS ARE CLEAR

IS A WATER SAFETY INSTRUCTOR OR A CERTIFIED LIFEGUARD ACCOMPANYING YOUR GROUP? YES_____ NO ✓

If yes, name of person(s) _____. Each group should have accessible a list with all the children's names that are attending the outings for accountability in case of emergency.

ANY QUESTIONS ANSWERED YES, PLEASE EXPLAIN ON SEPARATE SHEET & ATTACH TO APPLICATION

APPLICANT'S SIGNATURE: _____ DATE: 5/3/17 OFFICE USE ONLY

RECREATION & PARK COMMITTEE APPROVAL: YES_____ NO_____ N/A_____ DATE:_____
COMMON COUNCIL APPROVAL: YES_____ NO_____ N/A_____ DATE:_____

5/10/17

DIRECTOR'S SIGNATURE: _____ DATE: _____
(Signature required)

(00022105.DOCX 1)

50 Washington St
WASHINGTON STREET
UPPER PLAZA
WASHINGTON STREET
SPL-1.0
Washington Square
South Norwalk, CT

Mocciae, Mike

From: Sweitzer, Susan
Sent: Tuesday, May 02, 2017 11:06 AM
To: Mocciae, Mike
Subject: DECD Brownfields Remediation Grant for Ryan Park

DECD Brownfields awarded a $2M grant for the remediation of Ryan Park to the Norwalk Redevelopment Agency. The Grant Assistance Agreement package includes two documents (attached) that must be signed by the property owner, the City of Norwalk.

NEGATIVE PLEDGE & AGREEMENT obligating the property owner, City of Norwalk, to seek DECD Commissioner written consent to lien, lease or sell the subject property at Ryan Park.

DECLARATION OF RESTRICTIVE USE COVENANT obligating the property owner, City of Norwalk, to restrict the use of the subject property, Ryan Park, as a City park for a period of ten years. .

ACTION REQUESTED: Advance these two documents, **Negative Pledge & Agreement** and **Declaration of Restrictive Use Covenant**, to the Common Council to approve and authorize the Mayor's signature.

After recording, please return to:
State of Connecticut
Department of Economic Community Development
505 Hudson Street
Hartford, CT 06106
Attn: Cynthia Petruzzello

NEGATIVE PLEDGE AND AGREEMENT

This NEGATIVE PLEDGE AND AGREEMENT (the "Agreement") is made as of this _____ day of May, 2017 by the **CITY OF NORWALK,** a municipal corporation organized and existing under the laws of the State of Connecticut, ("Owner"), and the **NORWALK REDEVELOPMENT AGENCY ("Applicant")** in favor of the STATE OF CONNECTICUT, acting by and through its **DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT** ("**State**")

WITNESSETH:

WHEREAS, pursuant to a certain Assistance Agreement of even date herewith (the "**Assistance Agreement**"), which Assistance Agreement is incorporated herein by reference and is made a part hereof as if it was set forth in full herein, the State has agreed to provide certain financial assistance to the Norwalk Redevelopment Authority (the "Applicant") to be used for a project entitled "Ryan Park Project" (the "**Project**"); and

WHEREAS, the Applicant is an agency of the Owner and the Owner shall derive a benefit from the financial assistance;

WHEREAS, the State is willing to provide said financial assistance to the Applicant on the condition that the Owner agrees that with respect to a certain parcel of land known as 10 Raymond Street, Norwalk, CT, and more particularly bounded and described on **Schedule A** attached hereto (the "**Subject Property**"), it shall not, without the express prior written consent of the State: (i) grant to any other party a lien, mortgage, security interest or other encumbrance of whatsoever sort or nature or (ii) lease, sell, assign, transfer, convey or otherwise dispose of any portion of the Subject Property.

NOW THEREFORE, in consideration of the premises and the covenants herein contained, the State and the Applicant hereby agree as follows:

1. Negative Pledge. Owner hereby agrees that, until such time as the Owner and Applicant have fulfilled their obligations contained herein and in the Assistance Agreement and in any of the other Project Documents, including without limitation, obligations of the Applicant to repay all or any part, of the Funding pursuant to the Assistance Agreement ,Owner shall not, without first obtaining the express written consent of the Commissioner:

a. create, assume, grant or suffer to exist, any mortgage, pledge, encumbrance, lien, security interest or charge of any kind, voluntarily or involuntarily, upon the Subject Property; or

b. lease, sell, assign, convey, transfer or otherwise dispose of the Subject Property, in whole or in part, except as contemplated by the Assistance Agreement.

2. Project Documents. Owner and Applicant hereby agree that this Agreement shall constitute one of the Project Documents as such term is defined in the Assistance Agreement. All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Assistance Agreement.

3. Default. Any violation of the covenants of Owner set forth in Section 1 of this Agreement shall constitute a default under this Agreement. Applicant agrees and acknowledges that the occurrence of a default under this Agreement shall constitute an Instance of Default under the Assistance Agreement.

4. Injunctive Relief. Owner acknowledges that any damages which the State may sustain upon a violation of this Agreement may be difficult to measure and ascertain and further agrees that any violation of the terms of this Agreement shall be subject to injunctive relief in addition to any other remedies available to the State (i) at law or in equity or (ii) under the terms of the Assistance Agreement.

5. Expenses. Applicant and Owner shall be liable to pay, upon demand, all costs and expenses, including reasonable attorney's fees and expenses, incurred by the State in enforcing or in taking any action necessary to preserve and protect its rights under this Agreement.

6. Governing Law. It is the intention of the parties and it is expressly understood that this Agreement and the rights hereto are expressly governed by and are to be enforced in accordance with the laws of the State of Connecticut.

7. Bind and Inure. All rights and remedies of the parties under this Agreement shall inure to any assignee of the State and shall bind any successors and assigns of Applicant and Owner.

8. Notices. All notices, requests or demand to or upon a party to this Agreement shall be given or made by the other party hereto in writing and shall be sent certified mail, postage prepaid, return receipt requested, addressed to the addressee at the address set forth below.

If to the State:

Department of Economic and Community Development
505 Hudson Street
Hartford, CT 06106

With a copy to:

Attorney Nicholas Paindiris

Brown Paindiris & Scott, LLP
2252 Main Street
Glastonbury, CT 06033

If to the Applicant:

Norwalk Redevelopment Agency
125 East Avenue
Norwalk, CT 06856

If to the Owner:

City of Norwalk
125 East Avenue
Norwalk, CT 06856

No other method of giving any notice, request or demand is hereby precluded provided such shall not be deemed given until such notice is actually received at the address of the addressee.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Applicant has executed this Agreement as of the date first above written.

WITNESS

OWNER:

CITY OF NORWALK

_____

By _____

Its Mayor
Duly Authorized

_____

WITNESS

APPLICANT:

NORWALK REDEVELOPMENT AGENCY

_____

By _____
Timothy T. Sheehan
Its Executive Director
Duly Authorized

_____

STATE OF CONNECTICUT:

: ss.

COUNTY OF FAIRFIELD

On the _____ day of May, 2017, personally appeared _____, the Mayor of the City of Norwalk, a municipal corporation as aforesaid, Signer and Sealer of the foregoing instrument and acknowledged the same to be his/her free act and deed and the free act and deed of _____ _____, before me.

_____

Commissioner of the Superior Court
Notary Public
My Commission Expires:

STATE OF CONNECTICUT:

: ss.

COUNTY OF FAIRFIELD:

On the ____ day of May, 2017, personally appeared Timothy T. Sheehan, Executive Director of Norwalk Redevelopment Agency, an agency of the City of Norwalk as aforesaid, Signer and Sealer of the foregoing instrument and acknowledged the same to be his free act and deed and the free act and deed of Norwalk Redevelopment Agency, before me.

_____

Commissioner of the Superior Court
Notary Public
My Commission Expires:

Schedule A
Legal Description

SCHEDULE A

G:\NP\DECD\aaa forms\Negative Pledge and Agmt

After recording, please return to:
State of Connecticut
Department of Economic Community Development
505 Hudson Street
Hartford, CT 06106
Attn: Cynthia Petruzello

DECLARATION OF RESTRICTIVE USE COVENANT

This DECLARATION OF RESTRICTIVE USE COVENANT (the "Declaration") is made as of this ___ day of May, 2017 by the **CITY OF NORWALK**, a municipal corporation organized and existing under the laws of the State of Connecticut, ("**Owner**") and **NORWALK REDEVELOPMENT AGENCY**, an agency of the City of Norwalk ("**Applicant**"), in favor of the STATE OF CONNECTICUT, acting by and through its **DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT** ("**State**").

WITNESSETH:

WHEREAS, pursuant to a certain Assistance Agreement of even date herewith (the "**Assistance Agreement**"), which Assistance Agreement is incorporated herein by reference and is made a part hereof as if it was set forth in full herein, the State has agreed to provide certain financial assistance to Applicant to be used for a project entitled "Ryan Park Project" (the "**Project**"); and

WHEREAS, the State is willing to provide said financial assistance to the Applicant on the condition that Owner agrees that with respect to a certain parcel of land known as 10 Raymond Street, Norwalk, CT and more particularly bounded and described on **Schedule A** attached hereto (the "**Subject Property**"), the Subject Property shall be used in a manner consistent with the purposes set forth in the Assistance Agreement; and

WHEREAS, Owner is the beneficiary of the financial assistance provided by State to Applicant;

NOW THEREFORE, in consideration of the premises and the covenants herein contained, the State, Owner and the Applicant hereby agree as follows:

1. Use Restriction. For a period of ten (10) years, the Subject Property shall be used as a city park in accordance with the terms and conditions of the Assistance Agreement, and in the event that the Subject Property is not so used, for any reason whatsoever, no further development of the Subject Property shall take place without the prior written approval of the State, acting by the Commissioner of the Department of Economic and Community Development.

2. Further Conveyance. The Owner agrees that any conveyance made by it of the Subject Property of any part thereof shall specifically state that it is subject to the terms of this Declaration.

3. Project Documents. Applicant hereby agrees that this Agreement shall constitute one of the Project Documents as such term is defined in the Assistance Agreement. All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Assistance Agreement.

4. Default. Any violation of the covenants of Owner or Applicant set forth in Section 1 of this Agreement shall constitute a default under this Agreement. Applicant agrees and acknowledges that the occurrence of a default under this Agreement shall constitute an Instance of Default under the Assistance Agreement.

5. Injunctive Relief. Owner and Applicant acknowledge that any damages which the State may sustain upon a violation of this Agreement may be difficult to measure and ascertain and further agrees that any violation of the terms of this Agreement shall be subject to injunctive relief in addition to any other remedies available to the State (i) at law or in equity or (ii) under the terms of the Assistance Agreement.

6. Expenses. Owner and Applicant shall be liable to pay, upon demand, all costs and expenses, including reasonable attorney's fees and expenses, incurred by the State in enforcing or in taking any action necessary to preserve and protect its rights under this Agreement.

7. Governing Law. It is the intention of the parties and it is expressly understood that this Agreement and the rights hereto are expressly governed by and are to be enforced in accordance with the laws of the State of Connecticut.

8. Bind and Inure. All rights and remedies of the parties under this Agreement shall inure to any assignee of the State and shall bind any successors and assigns of Applicant.

9. Notices. All notices, requests or demand to or upon a party to this Agreement shall be given or made by the other party hereto in writing and shall be sent certified mail, postage prepaid, return receipt requested, addressed to the addressee at the address set forth below.

If to the State:

Department of Economic and Community Development
505 Hudson Street
Hartford, CT 06106

With a copy to:

Attorney Nicholas Paindiris
Brown Paindiris & Scott, LLP
2252 Main Street
Glastonbury, CT 06033

If to the Applicant:

Norwalk Redevelopment Agency
125 East Avenue
Norwalk, CT 06856

If to the Owner:

City of Norwalk
125 East Avenue
Norwalk, CT 06856

No other method of giving any notice, request or demand is hereby precluded provided such shall not be deemed given until such notice is actually received at the address of the addressee.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Applicant has executed this Agreement as of the date first above written.

WITNESS

OWNER:

CITY OF NORWALK

_____

By_____

Its Mayor
Duly Authorized

_____

WITNESS

APPLICANT:

NORWALK REDEVELOPMENT AGENCY

_____

By_____

Timothy T. Sheehan
Its Executive Director
Duly Authorized

_____

STATE OF CONNECTICUT:

: ss.

COUNTY OF FAIRFIELD

On the __ _____ day of May, 2017, personally appeared ___ _____ _____, the Mayor of the City of Norwalk, a municipal corporation as aforesaid, Signer and Sealer of the foregoing instrument and acknowledged the same to be his/her free act and deed and the free act and deed of ___ _____ _____ _____ , before me.

_____

Commissioner of the Superior Court
Notary Public
My Commission Expires:

STATE OF CONNECTICUT:

: ss.

COUNTY OF FAIRFIELD:

On the ____ day of May, 2017, personally appeared Timothy T. Sheehan, Executive Director of Norwalk Redevelopment Agency, an agency of the City of Norwalk as aforesaid, Signer and Sealer of the foregoing instrument and acknowledged the same to be his free act and deed and the free act and deed of Norwalk Redevelopment Agency, before me.

_____

Commissioner of the Superior Court
Notary Public
My Commission Expires:

Schedule A
Legal Description

Mocciae, Mike

From: Strauss, Tami
Sent: Tuesday, May 02, 2017 11:18 AM
To: Mocciae, Mike
Subject: RE: Freese Park

Hah!
I'm working on the memo now and Jeff should have the concept drawings, proposed budget to me today.
The action requested is:
Advance to the Common Council the approval of the Master Plan of Irving Freese Park as presented and to proceed to Final Design and construction documents project (to be funded by Norwalk Redevelopment Agency).

If approved, will your office submit the request for the May 23 CC meeting?

Tami Strauss
Director of Community Development Planning
Norwalk Redevelopment Agency
(203)854-7810 x46787
tstrauss@norwalkct.org
We hope you enjoy our most recent Urban Highlights.

From: Mocciae, Mike
Sent: Tuesday, May 02, 2017 11:09 AM
To: Strauss, Tami <tstrauss@norwalkct.org>
Subject: RE: Freese Park

Yes. Boy was that a slip of the tongue!

From: Strauss, Tami
Sent: Tuesday, May 02, 2017 11:08 AM
To: Mocciae, Mike
Subject: RE: Freese Park

I meant instead of writing "action retired" below, did you mean "action requested"?

Tami Strauss
Director of Community Development Planning
Norwalk Redevelopment Agency
(203)854-7810 x46787
tstrauss@norwalkct.org
We hope you enjoy our most recent Urban Highlights.

From: Mocciae, Mike
Sent: Tuesday, May 02, 2017 11:07 AM
To: Strauss, Tami <tstrauss@norwalkct.org>
Subject: RE: Freese Park

Master Plan for Irving Freese Park

City of Norwalk, CT

Prepared for:
Norwalk Redevelopment Agency

May 3, 2017

NORWALK REDEVELOPMENT AGENCY

Stantec

Introduction

The primary purpose of the Irving Freese Park Master Plan is to establish a clear and concise set of goals, needs, and objectives that will offer guidance and direction to the City concerning enhancements and potential redevelopment of Irving Freese Park open space, facilities, trails, programs, services and integration with surrounding esplanades and open spaces. The scope of work included the following tasks:

Analysis and Assessment

- Review all existing site conditions and surroundings
- Inventory existing recreation within the park
- Review current and future park maintenance needs
- Review current programming of the park
- Identify potential uses and programming opportunities
- Identify partnerships and alliances that could enhance park programming and redevelopment

Outreach Program

Public Outreach Meeting 1: October 04, 2016
- Goals and planning approach
- Identify key issues and goals
- Q&A session

Public Open House Meeting 2: February 15, 2017
- Summarize results of Meeting 1
- Q&A session

Public Outreach Meeting 3: February 27, 2017
- Summarize results of Meeting 1 and 2
- Present four (4) Alternative Plans
- Q&A session

Master Plan Presentation: April 24, 2017
- Review the preferred alternative
- Q&A session
- Next steps!

Master Plan for Irving Freese Park

City of Norwalk / Norwalk Redevelopment Agency

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Preliminary Design

- Prepare four (4) concept design alternatives for Freese Park with supporting precedent images
- Conduct four (4) Public Outreach Meetings to develop a preferred park master plan
- Conduct online survey in collaboration with Norwalk Redevelopment
- Prepare final schematic design concept (Reviewed by the City)

Master Plan

- Prepare Final Master Plan
- Prepare Master Plan Report
- Prepare of an opinion of probable construction cost

Master Plan for Irving Freese Park

City of Norwalk / Norwalk Redevelopment Agency

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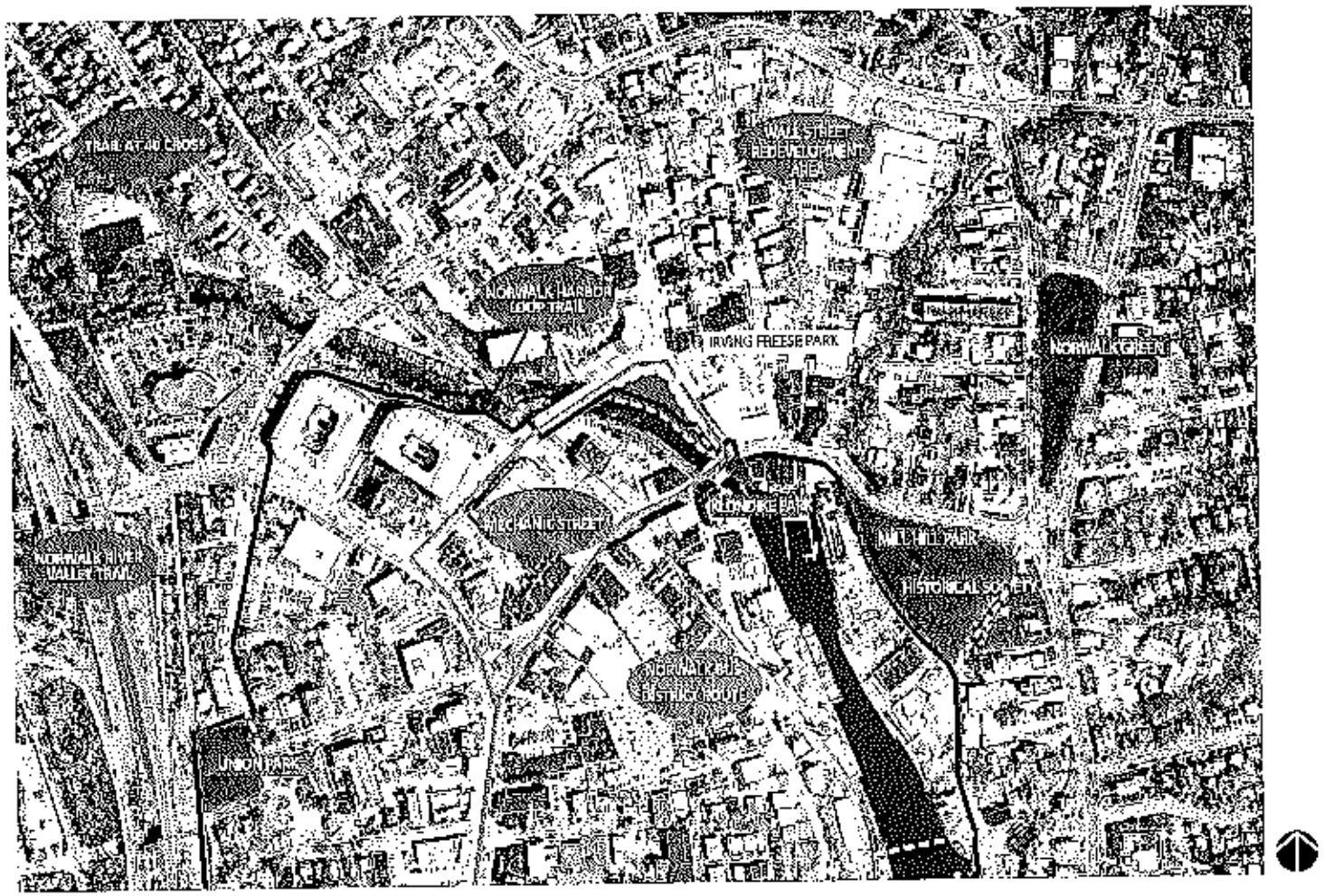
Master Plan Study Limits

Connectivity Map



Master Plan for Irving Freese Park

City of Norwalk / Norwalk Redevelopment Agency

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Site History

Wall Street - Norwalk Downtown

Within Norwalk, the Wall Street area has long played an integral role in the economic and historic fabric of the City. During the colonial period, and for much of Norwalk's history, Wall Street was the city's center for banking and commerce, politics and local governance, entertainment and hospitality. It was also a major employment center, with factories, workshops, and trades throughout the district. Besides the large population that lived and/or worked here, it was a destination for Norwalk citizens, and indeed for the region. The reach of its bustling commerce brought visitors from Norwalk's borders to Norwalk's downtown – Wall Street.

By the middle of the 20th century, two factors led to Wall Street's decline in prominence. Like many downtown areas throughout Connecticut, shifts in the economy and the patterns of land use and transportation caused Wall Street to lose ground to the area's growing suburbs. Then in 1955, flood waters from the Norwalk River caused catastrophic damage to Wall Street by destroying a river crossing, several local roads and buildings on each side of the river.

305 - Wall Street

1779 - Norwalk port and town center destroyed

late 1920s - Maritime Loyalty Shopping

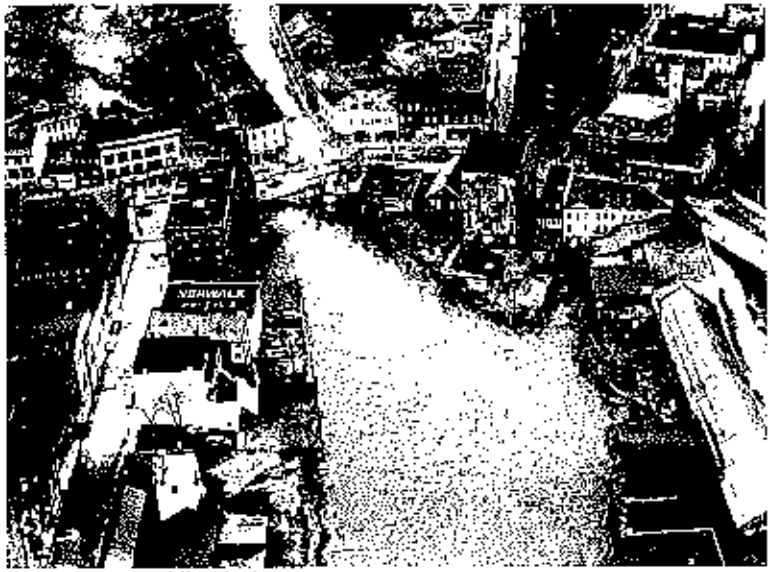
1920 - Main Street

Revitalizing Downtown

In the years following this disaster, the City of Norwalk led initiatives to help the Wall Street area reclaim its former stature. Today, Wall Street is showing signs of rejuvenation, with several development projects underway. The Redevelopment Plan Area features storefront shops and restaurants and a growing residential population. There are numerous residential and commercial development projects underway that will increase the residential population and a number of visitors to downtown.

Irving Freese Park

- Irving Freese Park is named after Irving C. Freese (1903-1964), Mayor of Norwalk in 1947, 1949, 1951, 1953, and 1957.
- Irving Freese Park, also known as Freese Park, is the largest green space in the Wall Street Redevelopment Plan area.
- Freese Park is 3.5 acres located on the banks of the Norwalk River.
- The park was created in the mid-1960s as part of the post-1955 flood reconstruction work.
- A memorial plaque can be found in Freese Park in dedication of Nathan Hale, (1755 – 1776)
  'Nathan was an American soldier and spy for the Continental Army during the American Revolutionary War. He volunteered for an intelligence-gathering mission in New York City but was captured by the British and executed. His last words before being hanged were reported to be, "I only regret that I have but one life to lose for my country." Hale has long been considered an American hero and, in 1985, he was officially designated the state hero of Connecticut.' [text formatted]



1955 - Aerial view of Wall Street flood

1955 - Wall Street Theatre

1955 - Street view of Wall Street flood

Master Plan for Irving Freese Park

City of Norwalk / Norwalk Redevelopment Agency

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Public Meeting and Program Summary

Stantec conducted 3 public outreach meetings, a stakeholder meeting, an open house forum, as well as, a review of a City-issued online park survey. Overarching themes, concerns, and requests may be summarized as follows:

Freese Park is easy to overlook as one drives by. The site doesn't have a memorable landmark. It was commonly expressed that Main Street currently feels wide and unwelcoming for pedestrians. Encouraging pedestrian scale along the corridor of this park would be welcomed. A park redesign should benefit and attract surrounding residents and accommodate community event space. (farmers' markets, band night with 200+ people, winter festivals, etc.)

There was a strong consensus by most of the community that access and views of the river are very important. Some expressed the desire to be able to directly access the water, while others embraced the concepts of opening views, removing existing invasive vegetation, and borrowing scenery from surrounding city buildings to expand the park and celebrate it's proximity to the river. The new park design must consider the flooding challenges and existing regulatory constraints.

Public participants requested that Freese Park not be "filled" with many different program elements. Most expressed interest in a welcoming open space where outdoor programs could effortlessly slip into the space. When events are not being held, the park should accommodate passive recreation and visitors looking to walk, sit in a shady place, and enjoy the views of the river.

Preserve existing trees, open river views, and make it attractive for pedestrians and drivers passing by. "It's a small park, don't add too much." Park connectivity to existing City destinations should also be considered. Adding landscaping, art, sculpture, lighting, seating, historic features, parking improvements, open lawn and signage should be considered.

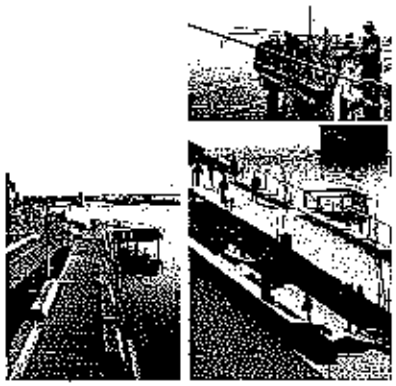
Program Elements and Design Precedents

Connectivity
- Neighborhood destinations (Mott Hill, Town Green, Randike Park, Mechanic Street Esplanade, Harbor Loop trail, NRV, etc.)
- Walls Street streetscape
- Pulse Bus Station
- Wayfinding signage
- River crossing
- River access
- From surrounding buildings
- ADA Accessibility

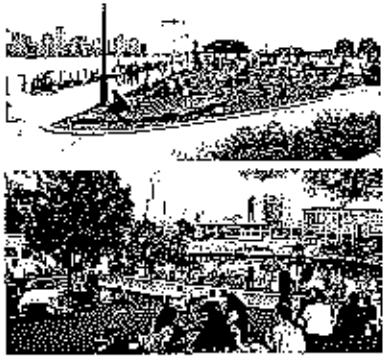
Place-making and Experience
- Signage
- Noise mitigation
- Landscaping
- Views
- Festival lighting
- Bike racks/bike docking stations
- Fencing
- Boardwalk
- Outdoor performance stage
- Wi-Fi & Power
- Iconic location
- Winter warming huts
- Public art
- Benches and movable furnishings

Park Programming
- Food trucks
- Outdoor music
- Theater
- Festivals & markets
- Winter activities
- Fitness walk
- Open lawn
- Fishing

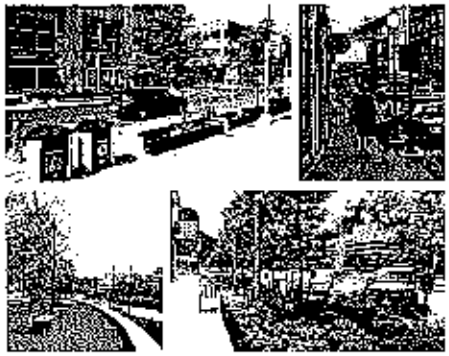
Operations
- Vegetation/invasive removal
- Visibility
- Ranger station
- Signage (rules)
- Blue shirts
- Parking
- Overall park maintenance



River Access
Views/Walkways/Boardwalks/Gathering Areas



Iconic Location



Streetscape/Landscape

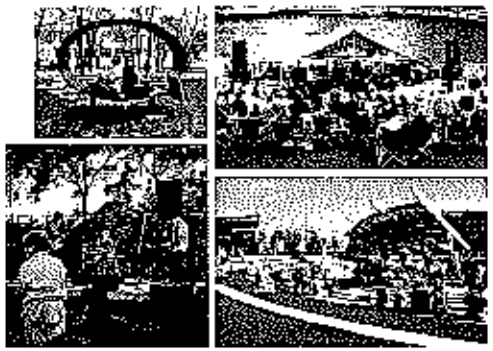
Master Plan for Irving Freese Park

City of Norwalk / Norwalk Redevelopment Agency

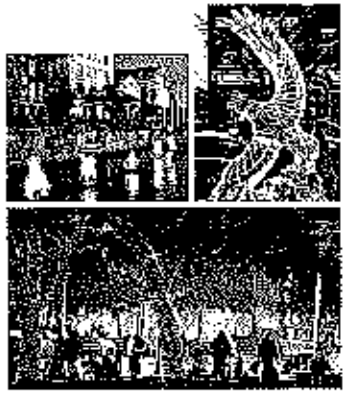
Stantec

Program Elements and Design Precedents

Park Programing
Fishing/Festivals/Food Trucks/Art Shows



Open Space
Outdoor Music/Theater/Art Space



Winter Activities
Festival Lighting/Ice Sculpture/Waterfire

Amenities
Seating/Lighting/Shade/Wi-Fi

Safety
Blue Phones/Signage/Ranger Station

Master Plan for Irving Freese Park

City of Norwalk / Norwalk Redevelopment Agency

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Design Concepts

Option 1. *Cantilevered Overlooks*

- *Cantilevered platforms angled toward river views, create outdoor rooms separated by plantings*
- *Cantilevered stage with large stepped seating area*

Option 2. *Street Plaza*

- *Active street edge linking two distinct plazas*
- *Large and small performance options*
- *Existing trees remain*
- *Slight smoothing of lawn grade*
- *Lawn touches edge for views*
- *Cantilevered perches with significant views*
- *ADA accessible perch at southern cantilever*

Option 3. *Strolling Park*

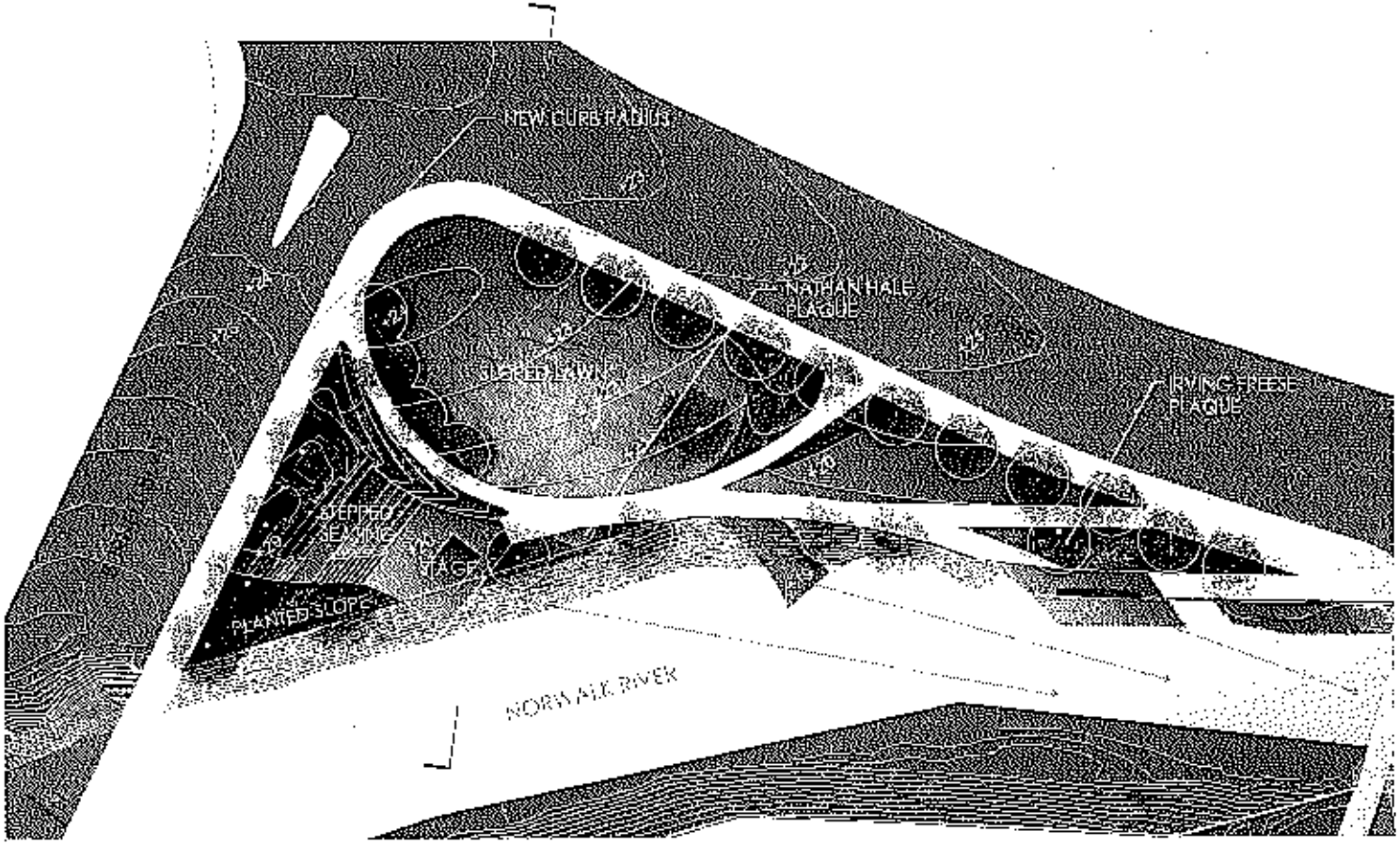
- *Existing Topography sculpted to create embedded amphitheater with views of water beyond stage*
- *Distinct spaces for different activities*
- *Gardens and pathways for strolling*
- *New trees at northern street edge*

Option 4. *Terraced Gardens*

- *Small, terraced gardens linked by interwoven paths to encourage circulating around the park*
- *Terraced lawn rooms provide elevated views of the river*
- *Shady stage area separated from larger park by gardens*
- *Wide boardwalk along river edge*

Option 1: *Cantilevered Overlooks*

Aerial Plan



Master Plan for Irving Freese Park

City of Norwalk / Norwalk Redevelopment Agency

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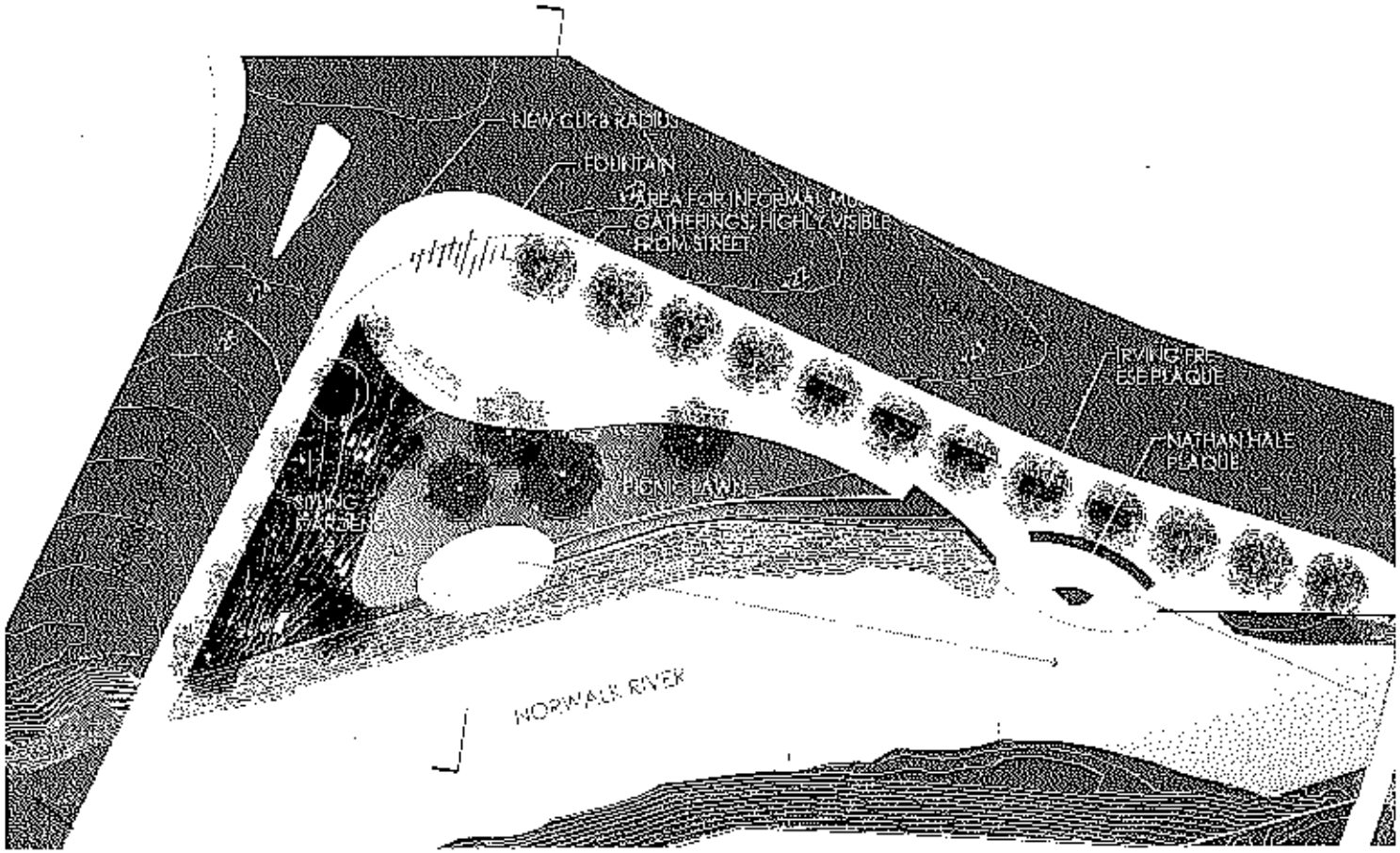
Option 2: *Street Plaza*

Aerial Plan



Master Plan for Irving Freese Park

City of Norwalk / Norwalk Redevelopment Agency

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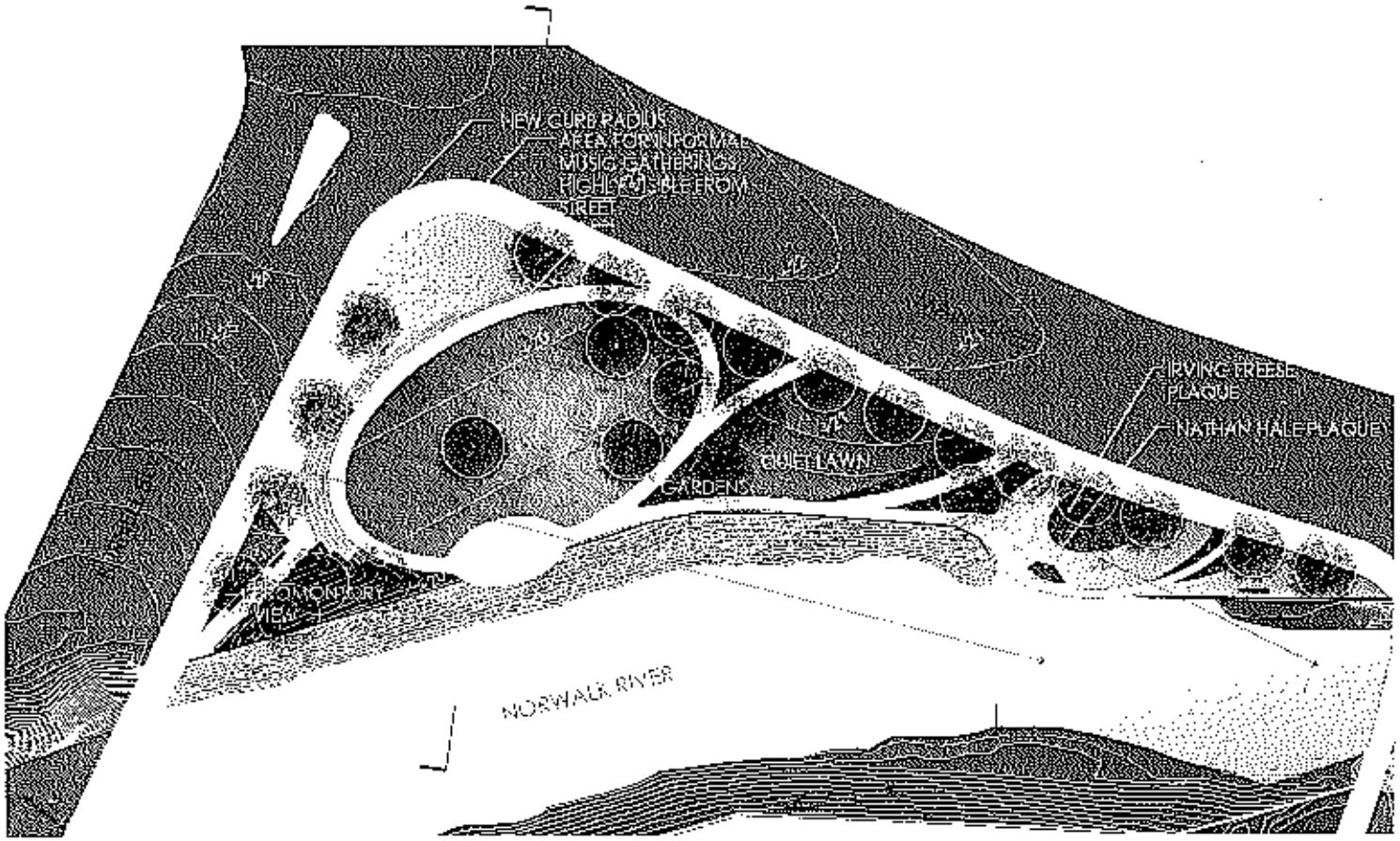
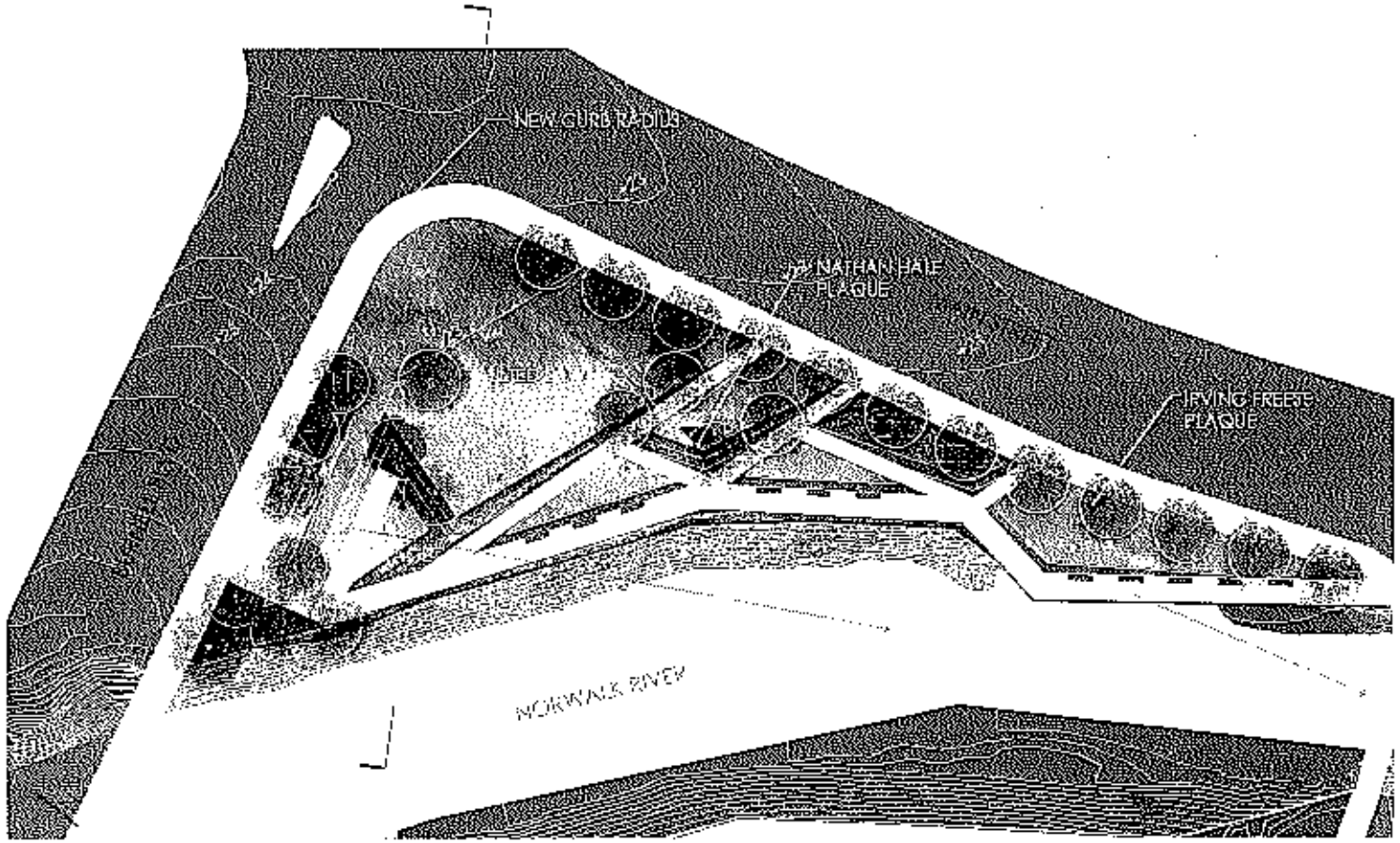
Option 3: *Strolling Park*

Aerial Plan



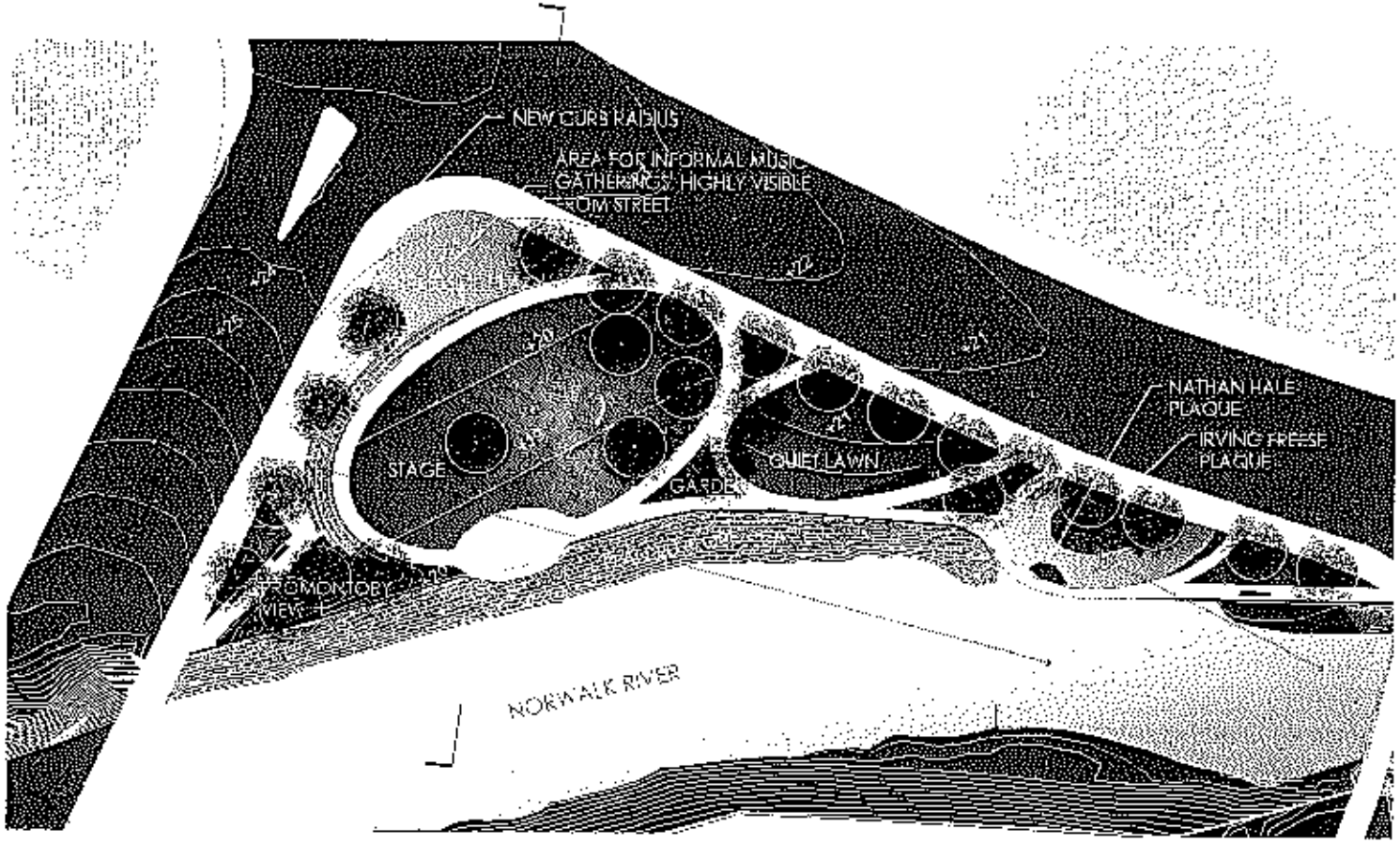
Option 4: *Terraced Gardens*

Aerial Plan



Final Master Plan

Aerial Plan



Master Plan for Irving Freese Park

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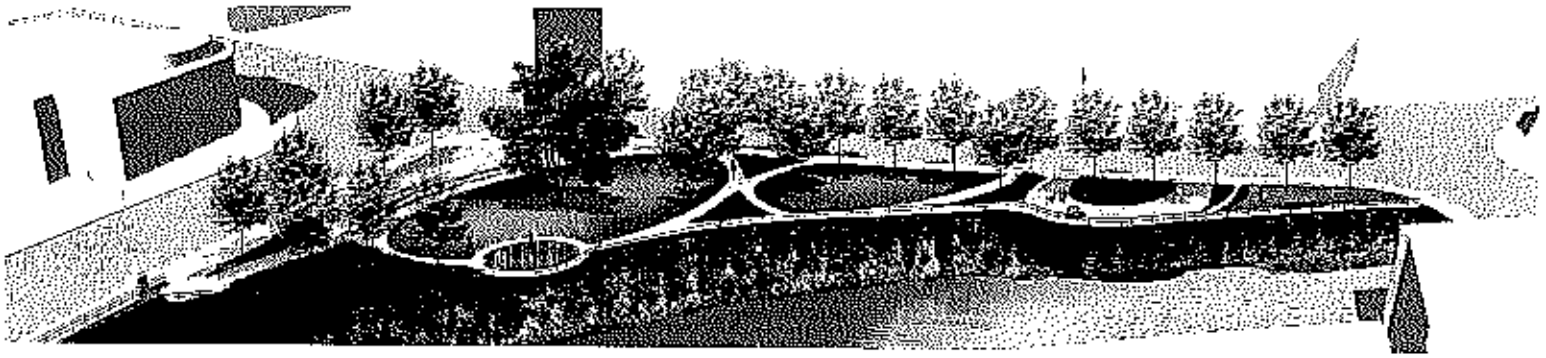
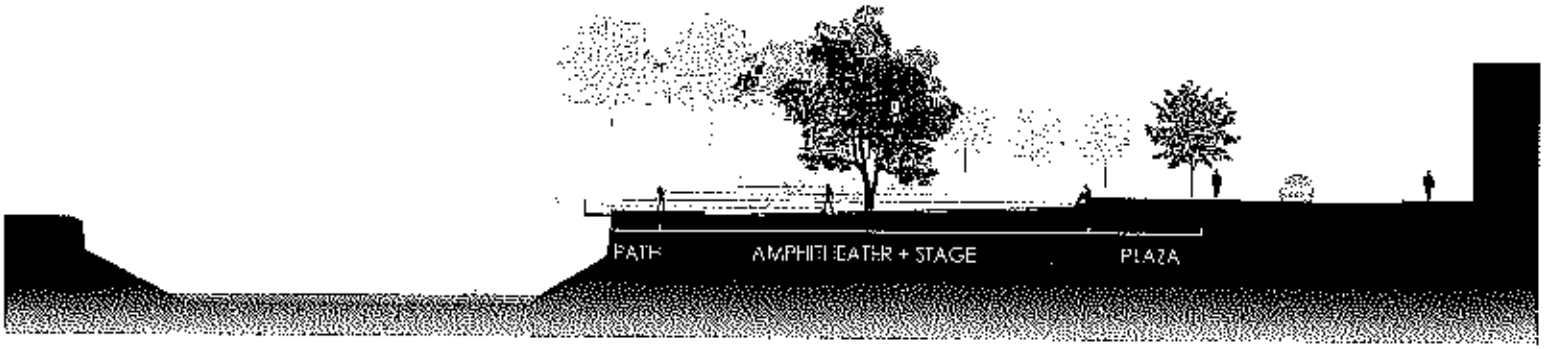
Perspective View



Section Elevation



Master Plan for Irving Freese Park

City of Norwalk / Norwalk Redevelopment Agency

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NORWALK on the move

DEPARTMENT OF PUBLIC WORKS

RECEIVED
MAY 16 2017
OFFICE OF THE MAYOR
CITY CLERK

VII. B

TO : MEMBERS OF COMMON COUNCIL

FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGER

RE : ROWAYTON SCHOOL – CAFETERIA UPGRADE

DATE: MAY 15, 2017

****

On May 9, 2017, the Norwalk Common Council approved the following action:

"Item VII. B. 11. -Authorize the Mayor, Harry W. Rilling, to execute an Agreement with PDF Engineering and Construction, Inc. for the Rowayton Elementary School Cafeteria Improvement Project for a total not to exceed $150,000.00. Account No: 09185010 5777 C0610."

Unfortunately, the correct name of the company is "PDS Engineering and Construction, Inc." in lieu of "PDF Engineering and Construction, Inc."

In order to make the necessary correction, the following action is required:

TECHNICAL CORRECTION of Common Council action of May 9, 2017, Item VII. B. 11 to correct the name of the company from "PDF" to "PDS"

New action to read as follows:

"Authorize the Mayor, Harry W. Rilling, to execute an Agreement with PDS Engineering and Construction, Inc. for the Rowayton Elementary School Cafeteria Improvement Project for a total not to exceed $150,000.00. Account No: 09185010 5777 C0610."

125 East Avenue • Post Office Box 5125 • Norwalk, CT 06856-5125 • Telephone 203-854-7791 • Fax 203-857-0143

NORWALK
Public Schools

Memorandum

DATE: May 3, 2017

TO: City of Norwalk, Members of the Land Use and Building Management Committee

FROM: William Hodel, Director of Facilities & Maintenance
Karen Bartron, Purchasing Agent

RE: Rowayton Elementary School Cafeteria Upgrade

As part of the Superintendent's and Board of Education's Strategic Operating Plan in efforts to improve the school lunch experience, Norwalk Public Schools staff and Rowayton Elementary School PTA representatives have developed a plan to improve to the Rowayton Elementary School Cafeteria. At the present time, the Rowayton Elementary School cafeteria lacks proper ambiance, traffic flow, sound quality and airflow.

On April 11, 2017, the Norwalk Common Council approved the allocation of $150,000.00, in the 2017-2018, capital budget for Rowayton Elementary School cafeteria improvements. This project consists of new flooring, installation of acoustic panels for sound attenuation, modifications to the ceiling, a recycling station and the creation of a theme to improve the overall dining experience. Additionally, the Rowayton PTA has raised and is committing up to $35,000.00, toward the purchase of cafeteria furniture. This project is scheduled to start and to be completed during the summer months of 2017.

In an effort to meet the proposed schedule, Norwalk Public Schools has solicited and received five design/build proposals. The Review Committee, consisting of NPS staff and Rowayton Elementary School parent representatives, shortlisted the proposals and interviewed three firms. Based on the quality of the proposals and the firms presentations, the Review Committee would like to recommend the award of the project to PDS Engineering & Construction, Inc.

The Review Committee finds the PDS Engineering & Construction, Inc., proposal to be comprehensive. They have vast experience with K-12 Schools and Higher Education within the State of Connecticut and over fifty years experience with design/build projects. During the interview process an agenda was provided including a tentative job schedule listing a delivery date prior to the opening of school. Their team of principals and associates took part in the interview and provided a comfort level in line with a project of this size.

ACTION REQUESTED:

Authorize the Mayor, Harry W. Rilling, to execute an agreement with PDS Engineering & Construction, Inc., for the Rowayton Elementary School Cafeteria Upgrade for a total not to exceed $150,000.00. Account #0918 5010 5777 C0610.

cc: Thomas Hamilton, CFO (BOE)
Alan Lo, Building & Facilities Manager (City of Norwalk)
File

AGENDA MAY 11, 2017

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE		APPROVED BY TAX COLLECTOR		REPORTED TO CLAIMS COMMITTEE
ALVARADO, GONZALO		15-MV-301481	($52.52)	PRORATION
AMBC CARTING LLC		15-MV-301693	($1,103.81)	ABATEMENTS
		15-MV-301694	($1,103.81)	ABATEMENTS
		15-MV-301695	($1,103.81)	ABATEMENTS
	($3,570.44)	15-MV-301696	($259.01)	ABATEMENTS
BASSIERE, BENJAMIN R		15-MV-307645	($95.19)	ABATEMENT
CARTAGENA, ARLIN		15-MV-309983	($38.01)	PRORATION
CCAP AUTO LEASE LTD		15-MV-310622	($1,113.32)	PRORATION
CHASE AUTO FINANCE CORP		15-MV-311405	($243.02)	PRORATION & ABATEMENT
	($445.37)	15-MV-800641	($202.35)	PRORATION & ABATEMENT
COSTA, ALBANO R		15-MV-402981	($323.44)	PRORATION
CRUZ-SOTO, PATRICIA		15-MV-314294	($62.73)	ABATEMENT
DELOACH, MARILYN		15-MV-316122	($30.23)	OVERPAID THRU P+P 4/1/17
DURAN, ESPERANZA A		15-MV-318413	($190.42)	PRORATION
HARVEY INDUSTRIES INC		15-MV-327802	($196.80)	ABATEMENT PER DMV REG. EXP
		15-MV-327803	($357.15)	ABATEMENT PER DMV REG. EXP
		15-MV-327804	($552.93)	ABATEMENT PER DMV REG. EXP
	($3,544.75)	15-MV-327805	($2,437.87)	ABATEMENT PER DMV REG. EXP
HERNANDEZ, DISSELYS M		15-MV-328420	($34.78)	PRORATION
HOCON GAS INC	($1,132.43)	15-MV-SEE BACK UP		ABATEMENT PER DMV REG. EXP
HONDA LEASE TRUST		15-MV-330204	($25.90)	PRORATIONS
		15-MV-330327	($239.03)	PRORATIONS
		15-MV-406636	($209.89)	PRORATIONS
	($538.53)	15-MV-406710	($63.71)	PRORATIONS
HONDA LEASE TRUST		15-MV-329982	($214.43)	PRORATIONS
		15-MV-330306	($47.87)	PRORATIONS

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE		APPROVED BY TAX COLLECTOR		REPORTED TO CLAIMS COMMITTEE
		15-MV-406704	($23.42)	PRORATIONS
		15-MV-406807	($34.02)	PRORATIONS
	($413.75)	15-MV-406893	($94.01)	PRORATIONS
HONDA LEASE TRUST		15-MV-329708	($124.50)	PRORATION
HYUNDAI LEASE TITLING TRUST		15-MV-407096	($130.28)	PRORATION
JP MORGAN CHASE BANK		15-MV-333213	($66.22)	PRORATIONS
	($348.93)	15-MV-407737	($282.71)	PRORATIONS
NISSAN INFINITI LT		15-MV-346216	($243.55)	PRORATION
NISSAN INFINITI LT		15-MV-346621	($237.21)	PRORATION
OCHOA, SILVIA A		15-MV-800092	($13.67)	PRORATION
OROZCO, LUZ M		15-MV-348292	($32.55)	PRORATION
PETERSON DL TRUST		15-MV-350641	($375.36)	ABATEMENT
PETRO INC	($269.39)	15-MV-SEE BACK UP		ABATEMENTS
PFISTER, GARY C		15-MV-411479	($51.60)	PRORATION
PIDHYAR, JYOTIKA		15-MV-351052	($76.82)	OVERPAYMENT
PIERRE, LUC		15-MV-351129	($74.75)	PRORATION
PIERRE, ROSELEINE		15-MV-411522	($37.06)	PRORATION
PINEDA, OSCAR		15-MV-411541	($466.66)	OVERPAYMENT
ROBINSON, JOSHUA		15-MV-412228	($34.49)	PRORATION
ROMAN-ARROYO, DAVID		15-MV-355062	($90.52)	PRORATION
	($229.81)	15-MV-355063	($139.29)	PRORATION
RYDER TRUCK RENTAL INC		15-MV-356046	($383.97)	PRORATION
SHIFRIN, DAVID A		15-MV-358662	($134.30)	PRORATION
SINGH, SHARAN		14-MV-358840	($61.01)	PRORATION
TOBY, COREY G		15-MV-363196	($113.84)	OVERPAYMENT
TOYOTA LEASE TRUST		15-MV-364088	($538.58)	PRORATION

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE		APPROVED BY TAX COLLECTOR		REPORTED TO CLAIMS COMMITTEE
TOYOTA LEASE TRUST		15-MV-364279	($147.58)	PRORATIONS
	($611.46)	15-MV-364346	($463.88)	PRORATIONS
USB LEASING LT		15-MV-365464	($192.38)	PRORATION
USB LEASING LT		15-MV-365534	($24.40)	PRORATION
VALDEZ, ERIE		15-MV-366155	($42.51)	PRORATION
VW CREDIT LEASING LTD		15-MV-415246	($401.87)	PRORATION
VW CREDIT LEASING LTD		15-MV-415352	($68.95)	PRORATION
	($501.75)	15-MV-415392	($432.80)	PRORATION
VW CREDIT LEASING LTD		15-MV-415207	($68.95)	PRORATION
VW CREDIT LEASING LTD		15-MV-415235	($357.78)	PRORATION
		15-MV-415334	($257.99)	PRORATION
	($677.71)	15-MV-415356	($61.34)	PRORATION
VW CREDIT LEASING LTD		15-MV-365916	($424.95)	ABATEMENT
VW CREDIT LEASING LTD		15-MV-415290	($260.10)	PRORATIONS
	($494.97)	15-MV-415391	($234.87)	PRORATIONS
VW CREDIT LEASING LTD		15-MV-415344	($160.76)	PRORATION
WARCHICK, AMY LYNN		15-MV-415450	($39.75)	PRORATION

BUCH, ROBERT JR
RE: 19 OAK HILL AVE
5-73B-33-0

15-RE-125971 ($1,000.00) VOC FF TAX CRDT/DARIEN/NWKL

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE		APPROVED BY TAX COLLECTOR		REPORTED TO CLAIMS COMMITTEE
CORDERO RICHARD RE: 63 TOILSOME AVE 5-26-21-0		13-RE-105611	($300.00)	ADJ SEWER USE FEE PER WPCA
		14-RE-105641	($315.00)	ADJ. SEWER USE FEE PER WPCA
	($945.00)	15-RE-105693	($330.00)	ADJ SEWER USE FEE PER WPCA
CORELOGIC REAL ESTATE TAX SERVICE RE: 184 ROWAYTON WOODS DRIVE 5-80-200-11184		15-RE-111051	($3,395.41)	DUPLICTE PYMT / PROP SOLD
STACY REALTY CO.INC RE: 307 CONNECTICUT AVE 5-74-7-0		13-RE-125401	($2,663.92)	COURT STIP SETTLEMENT
		14-RE-125342	($2,698.94)	COURT STIP SETTLEMENT
	($8,069.54)	15-RE-125402	($2,706.68)	COURT STIP SETTLEMENT
GREENE, PEARL A RE: 16 SNOWDEN ST 2-66-26-0		14-RE-110989	($283.13)	OVERPAYMENT

SPECIAL REQUEST

2 TAFT STREET LLC RE: 2 TAFT ST 5-82-91-0		14-RE-100116	($835.00)	ADJ. SEWER USE FEE PER WPCA
	($11,147.87)	15-RE-100125	($10,491.00)	ADJ. SEWER USE FEE PER WPCA

HOCON GAS INC

BILL #	PLATE #	VIN#	AMOUNT
15-329191	14550A	1FDXF708XPVA39280	$ 82.38
15-329208	28225A	1FDXR82AXLVA01474	$ 87.07
15-329209	37606A	1FDYW82A9NVA16774	$ 87.47 - w 202
15-329192	22307A	1FDXF7083VVA32328	$ 139.71
15-329212	43382A	2NKML29X77M182644	$ 735.80 - N 102 (302)
TOTAL			**$ 1,132.43**

PETRO INC

BILL #	PLATE #	VIN#	AMOUNT
15-350768	6750A	D80UVGD9069	$ 52.96
15-350767	6749A	D80UVHA6084	$ 52.96
15-350769	13845A	1FDXR8OU2DVA36038	$ 96.17
15-350771	16285A	R606T1030	$ 33.65
15-350770	17883A	1GDM7D1G8EV539665	$ 33.65
TOTAL			**$ 269.39**

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: May 11, 2017
Re: Narrative for April, 2017 Tax Collector's Report

Through the end of April, 2017, with only two months remaining in the current fiscal year, we collected more than $ 301 million, or **98.53%** of our $305 million adjusted tax levy. In addition, as of the end of April 2017, we collected in excess of $15 million of our sewer use levy, or **98.5%**. We also collected 89.93% of the year's IPP (Industrial Pretreatment Program) fee on behalf of the Water Pollution Control Authority. Compared with last fiscal year, we are very slightly behind (-0.25%) with regard to current taxes and statistically even with regard to current sewer use collections . Also, through the month of April, 2017, we collected in excess of $4.1 million (net) in back taxes, interest, lien fees and other fees, slightly more than we collected last year at this time. We remain on target to meet, or exceed, our budgeted collection goals for this fiscal year.

We recently issued another series of alias tax warrants to the state marshals to enlist their help with collecting past due business personal property taxes and some sewer assessment charges. We collected in excess of $26,000 in about two weeks' time. Through the use of this program, we have collected in excess of $2.5 million in past due business personal property taxes through the direct involvement of the state marshals and our delinquent tax collector. This figure reflects payments collected since the program's inception in 2008. With an alias tax warrant from our office, the marshal goes door to door to serve the warrants and collect payments, sometimes accompanied by a member of our senior staff. We undertake this effort also in conjunction with the Norwalk Health Department, and the sanitarians will decline to re-issue a health permit until past due taxes are paid. In certain instances the Department will close down an establishment until taxes and other related charges are paid.

As the summer approaches we are prepared, as in past years, to work with the Recreation and Parks Department to ensure that residents are not able to receive a resident pass (beach sticker) unless their motor vehicle taxes are paid. Also, this is not a tax sale year, but nonetheless, we are starting to think about next year's (2018) tax sale. We expect to begin work on that sale in the fall . Last week, our office did an all day workshop for other Connecticut tax collectors and staff providing instruction on how to hold a tax sale.

The Board of Estimate and Taxation set the city mill rates on May 1. We are now prepared to work with the Tax Assessor's Office and other departments such as the WPCA to administer the June / July 2017 tax billing. We hope to create the tax bills during the third or fourth weeks of May, and prepare the billing file for the printer over Memorial Day weekend, with a goal of having tax bills in the mail to Norwalk taxpayers around the 10th day of June. The earlier the bills go in the mail, the more smooth the process is for taxpayers, who have more time to schedule payments, and city staff, who have a longer time period in which to serve a finite number of customers.

The upcoming collection period will begin in earnest in less than four weeks, and will continue through the second week of August. Meanwhile we are also preparing to close out the current fiscal year, as June is less than three weeks away. We will continue to keep all stakeholders informed of our progress.

TAX COLLECTOR'S REPORT
APRIL 2017

FISCAL YEAR 2016-2017 (2015 GRAND LIST)	ORIGINAL LEVY	ADJ. TAX COLLECTIONS JUN 16 - APR 17	COLLECTION %	CORRECTED LEVY*	CHANGE IN LEVY	COLLECTION %
AUTOMOBILE-REGULAR	$17,748,640.53	$16,560,020.11	93.41%	$17,592,427.34	($157,213.19)	94.25%
AUTOMOBILE-SUPPLEMENTAL	$5,315,742.19	$2,936,717.08	55.55%	$5,245,870.03	($69,872.16)	57.39%
PERSONAL PROPERTY	$18,658,243.96	$18,524,013.62	97.82%	$18,674,884.10	$16,640.14	97.74%
REAL ESTATE	$265,387,336.38	$262,133,352.62	98.77%	$264,757,186.77	($630,149.61)	99.01%
TOTAL TAX	$306,411,963.06	$301,074,103.61	98.26%	$305,560,368.24	($851,594.82)	98.53%
SEWER USE	$15,359,855.00	$15,107,722.36	98.36%	$15,337,115.63	($22,739.37)	98.50%
IPP FEE	$212,250.00	$190,424.19	89.72%	$211,750.00	($500.00)	89.93%

FISCAL YEAR 2015-2016 (2014 GRAND LIST)	ORIGINAL LEVY	JUN 15 - APR 16				
AUTOMOBILE-REGULAR	$17,433,330.64	$16,144,453.06	92.61%	$17,159,355.13	($273,705.45)	94.06%
AUTOMOBILE-SUPPLEMENTAL	$2,846,741.63	$2,460,529.74	86.43%	$2,824,066.75	($22,674.88)	87.13%
PERSONAL PROPERTY	$18,492,367.14	$18,163,913.64	98.22%	$18,574,044.22	$11,677.08	98.16%
REAL ESTATE	$261,229,545.62	$256,280,515.10	98.07%	$260,218,594.61	($1,013,951.01)	99.26%
TOTAL TAX	$300,001,985.03	$295,049,411.69	98.35%	$298,703,300.77	($1,298,654.26)	98.78%
SEWER USE	$14,660,068.00	$14,418,137.00	98.35%	$14,536,581.00	($23,487.00)	98.51%
IPP FEE	$108,750.00	$195,624.23	179.10%	$216,500.00	$20,750.00	90.36%

TAX DIFFERENCE 2015 G.L. vs. 2014 G.L. INCREASE/(DECREASE)	$6,410,006.03	$6,024,691.92	-0.09%	$6,577,067.47	$467,059.44	-0.25%
SEWER DIFFERENCE 2015 G.L. vs. 2014 G.L. INCREASE/(DECREASE)	$699,787.00	$689,585.36	0.01%	$730,534.63	$747.63	0.00%
IPP DIFFERENCE 2015 G.L vs. 2014 G.L. INCREASE/(DECREASE)	$22,500.00	($5,200.04)	-13.38%	($4,750.00)	($27,250.00)	-0.43%

BACK TAXES COLLECTED	FISCAL YR 2016-2017 (JUL 16 - APR 17)	FISCAL YR 2015-2016 (JUL 15 - APR 16)	CUR YR vs PR FS YR INC/(DEC)
PRIOR TAXES	$2,369,287.54	$2,296,481.85	$72,805.69
PRIOR SEWER USE FEE	563,695.35	$134,068.71	($70,252.38)
PRIOR IPP FEE	$17,012.13	$16,671.58	$340.57
TOTAL PRIOR TAX, SEWER & IPP	$2,450,136.32	$2,447,242.19	$2,894.13
CURRENT INTEREST	$688,182.55	$654,098.71	$34,083.84
PRIOR INTEREST	$726,915.90	$755,117.14	($28,159.24)
SEWER USE FEE INTEREST	$69,725.69	$76,844.10	($7,118.21)
IPP FEE INTEREST	$7,449.54	$7,791.21	($341.67)
TOTAL INTEREST COLLECTED	$1,492,230.28	$1,503,848.66	($11,618.38)
PRIOR LIEN FEE	$20,280.64	$12,314.95	$7,965.69
CURRENT LIEN FEE	$4,585.09	$6,676.91	($2,091.82)
TOTAL LIEN FEE COLLECTED	$24,865.73	$18,991.86	$5,873.87
MISC FEES COLLECTED**	$180,006.56	$72,797.70	$107,208.86
TOTAL PRIOR TAX, ALL INTEREST & ALL FEES	$4,147,258.89	$4,042,980.41	$104,356.48

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

OPERATING BUDGET / FISCAL YEAR 2017-2018

The operating budget for FY 2018 reflects the Parking Authority's mission to enhance economic development and quality of life as a critical contributors through community partnerships, opportunities and financially balanced parking programs. The 2018 Operating Expense Budget of $6,740,852 addresses these goals.

Expense Highlights:

1. Improved customer and security services
2. Collaborative community parking programs that promote economic development
3. Enhanced field ambassador presence
4. Enhanced security systems
5. City expense allocations

Expense Drivers:

1. $64,000 increase for extended customer service hours in the Wall and SoNo Districts during peak activity periods.
2. $56,000 for security services roving patrol
3. $33,000 to replace maintenance/enforcement vehicle as per the fleet replacement plan
4. $40,000 for a hybrid security roving patrol vehicle
5. $89,188 increase for City allocated expenses for salaries and benefits for city services provided to the Parking Authority.

Rate Highlights:

1. No recommended changes to current rate structure approved for FY 2017
2. Reduced on street hours of operation in the SoNo District to 9 p.m.
3. Discount for parking violation on site payment within 24 hours of issuance

Revenue Drivers:

1. $34,698 increase transient parking reflecting activity changes
2. $44,755 increase for on street parking reflecting activity and hours of operation changes and additional on street meter installations around the Waypoint Development and Washington Streets.
3. $186,213 increase to violations reflecting parker compliance, a broader enforcement area on West Avenue and SoNo and increased district activity. Represents 14% of total annual revenue.

Norwalk Parking Authority
PROPOSED BUDGET (SUMMARY)
FY 2018

	Budget FY 2017	PROPOSED Budget FY 2018	Variance $ to Budget FY 2017	Variance % to Budget FY 2017
REVENUE:				
Monthly	2,553,639	2,551,308	(2,331)	-0.09%
Transient	2,789,826	2,824,524	34,698	1.24%
Meters	419,739	464,494	44,755	10.66%
Violations	786,501	972,714	186,213	23.68%
Sales Tax/Refunds	(173,276)	(176,389)	(3,113)	1.80%
TOTAL PARKING REVENUE	6,376,431	6,636,652	260,221	4.08%
Other Revenue	111,240	104,200	(7,040)	-6.33%
TOTAL SYSTEM REVENUE	6,487,671	6,740,852	253,181	3.90%
EXPENSES:				
Payroll/Benefits	1,872,745	2,049,235	176,489	9.42%
All Other Oper Exp	2,540,763	2,546,923	6,160	0.24%
City Support Charges	780,368	869,568	89,200	11.43%
Debt Service	986,011	974,884	(11,126)	-1.13%
Capital Outlay	307,794	300,251	(7,542)	-2.45%
TOTAL EXPENSES	6,487,671	6,740,852	253,181	3.90%

Norwalk Parking Authority
PROPOSED BUDGET BY LOCATION
FY 2019

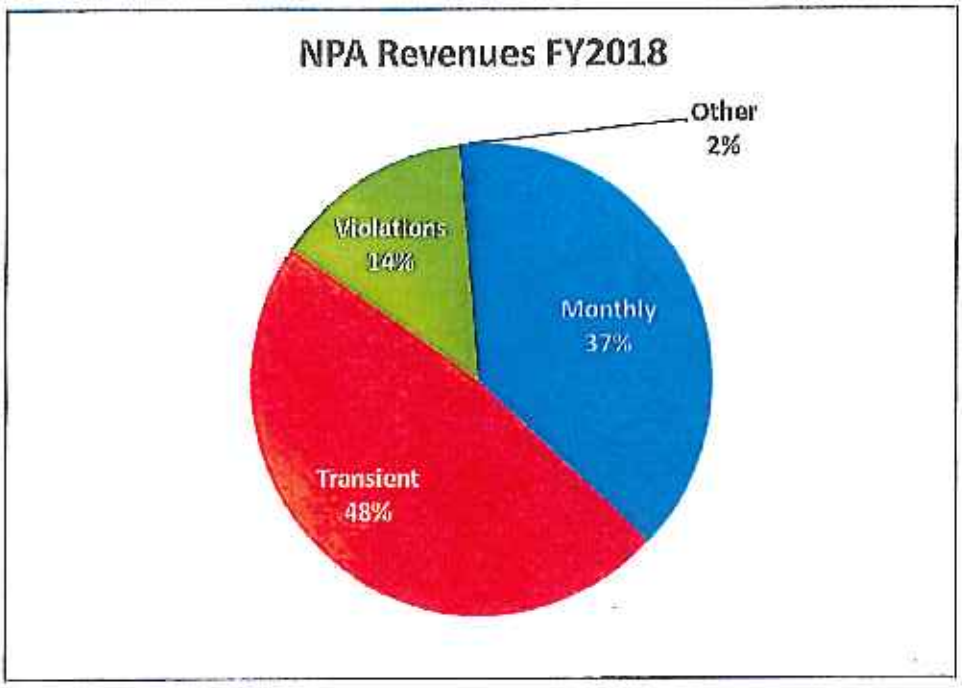
	Meters/ Enforcmt 304	SNHR Garage 305	SNHR Lot 306	Washington Garage 307	Haviland 308	YDG 309	Webster 310	N. Water Lot 311	Wall St. Lot 313	Main St. Lot 314	SNHR Lots 316	TOTAL
REVENUE:												
Monthly	0	992,382	0	377,037	360,693	145,200	521,791	0	30,670	31,165	165,040	
Transient	0	583,200	739,720	532,505	274,500	47,550	370,268	244,200	11,500	22,140	5,760	
Permits	0	0	0	0	0	0	0	0	0	0	0	
Meters	164,191	0	0	0	0	0	0	0	0	0	0	
Violations	972,714	0	0	0	0	0	0	0	0	0	0	
Swap Town/Funds	0	0	0	(54,355)	(19,593)	(9,167)	(53,156)	(14,581)	(2,253)	(3,187)	0	
TOTAL PARKING REV.	1,137,200	1,100,312	739,720	856,207	622,510	383,583	838,903	229,619	41,097	50,122	171,000	
Other Revenue	8,000	71,060	0	6,500	0	15,910	0	0	0	0	0	
TOTAL SYSTEM REV.	1,145,200	1,530,372	739,720	862,707	622,510	199,493	838,903	229,619	41,097	50,122	171,000	
EXPENSES:												
Operating Exp.	959,727	968,034	279,723	312,539	337,920	328,131	516,590	113,761	70,676	70,200	125,010	
City Support Charges	141,179	125,206	75,357	152,150	97,650	68,367	121,139	33,033	27,225	20,723	17,112	
Debt Service	33,910	107,120	0,931	506,102	112,111	26,972	64,943	1,750	0	0	32,267	
Capital Outlay	310,291	337,802	375,657	(688,674)	69,813	(212,068)	135,910	81,007	(56,804)	(54,801)	(3,391)	
TOTAL EXPENSES	1,445,200	1,539,372	739,720	862,107	623,510	199,402	838,899	229,619	41,097	50,122	171,000	

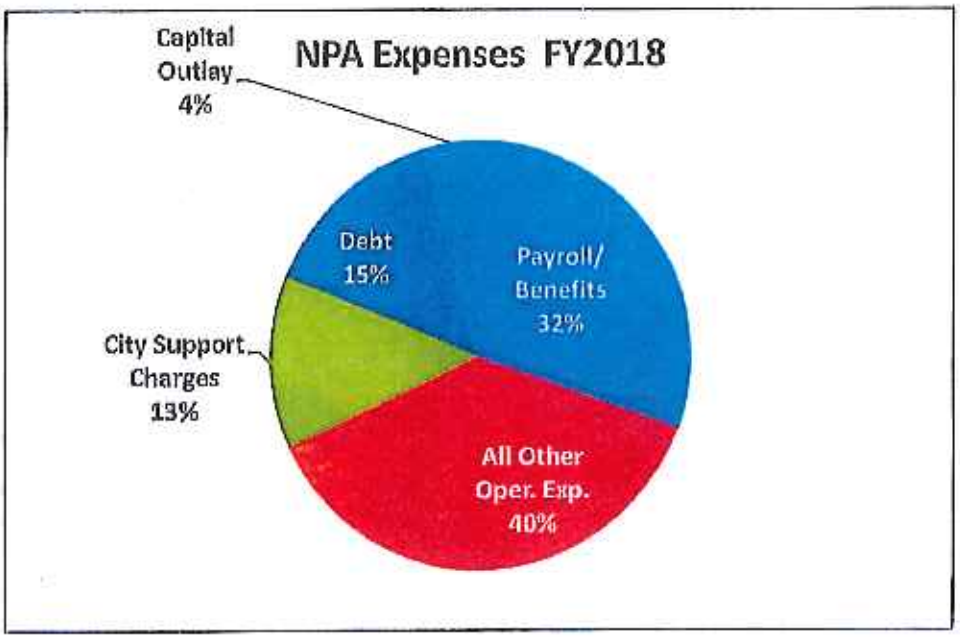
Norwalk Parking Authority
PROPOSED BUDGET (Draft)
FY 2018

	Actual FY 2016	Budget FY 2017	PROPOSED Budget FY 2018	Variance $ to Budget FY 2017	Variance % to Budget FY 2017
PARKING REVENUE					
Monthly	2,418,961	2,553,639	2,551,308	(2,331)	-0.09%
Transient	2,721,462	2,789,826	2,824,520	34,694	1.24%
Meters	282,045	419,739	464,494	44,755	10.66%
Violations	969,688	786,501	972,714	186,213	23.68%
Less: Refunds	(1,665)	0	0	0	0
Less Sales Tax	(176,244)	(173,275)	(176,388)	(3,113)	1.80%
TOTAL PARKING REVENUE	**6,215,048**	**6,376,431**	**6,636,652**	**260,221**	**4.08%**
OTHER REVENUE					
Art Program - MG	1,576	0	0	0	0
Advertising	1,200	1,000	1,000	0	0.00%
Lease Income - SNRR	14,913	14,400	15,000	600	4.17%
Lease Income - YDG	16,204	15,840	15,840	0	0.00%
SNRR/ENRR Concessions	53,851	50,000	51,360	1,360	2.72%
Investment Income	23,637	6,000	8,000	2,000	33.33%
Enhanced Parking Svcs.	1,958	0	0	0	0
Storm Reimbursement (FEMA)	0	0	0	0	0
ATM Machines	13,241	24,000	13,000	(11,000)	-45.83%
TOTAL OTHER REVENUE	**126,580**	**111,240**	**104,200**	**(7,040)**	**-6.33%**
TOTAL SYSTEM REVENUE	**6,341,628**	**6,487,671**	**6,740,852**	**253,181**	**3.90%**
EXPENSES					
Personnel/Benefits (FTE 36.5)	1,707,805	1,872,745	2,049,235	176,489	9.42%
Security Service Contracts	103,395	115,000	115,000	0	0.00%
Equipment Expense	107,302	87,540	90,000	2,460	2.81%
Vehicle Expense	64,386	95,000	90,000	(5,000)	-5.26%
Building & Property R&M	887,059	545,989	550,689	4,700	0.86%
Sanitation Expense	21,359	17,520	17,520	0	0.00%
Sweeper Lease	0	0	0	0	0
Truck Payments	0	0	0	0	0
Operating Expense	107,116	95,000	95,000	0	0.00%
Elevator Repair & Maintenance	19,644	27,600	27,600	0	0.00%
Snow Removal	117,409	275,000	250,000	(25,000)	-9.09%
Signage	48,602	50,000	50,000	0	0.00%
Tickets	23,711	15,000	15,000	0	0.00%
Liability Insurance	153,230	157,031	163,196	6,165	3.93%
Maritime Garage Condo Fees.	20,037	20,441	20,845	404	1.98%
Uniforms	8,436	15,000	10,000	(5,000)	-33.33%
Utilities	74,363	65,516	66,830	1,315	2.01%
Management Fees	126,905	100,000	100,000	0	0.00%
Office Expense	18,033	16,700	18,000	1,300	7.78%
Service Contracts	103,244	180,160	150,000	(30,160)	-16.74%
Telephone/Data Communications	76,697	60,000	75,000	15,000	25.00%
Credit Card Fees	172,580	167,267	177,243	9,976	5.96%
Permit/Violation Management	186,701	100,000	130,000	30,000	30.00%
Marketing & Communications	44,894	50,000	50,000	0	0.00%
Capital Reserve & Replacement	135,000	135,000	135,000	0	0.00%
Parking Programs	0	100,000	100,000	0	0.00%
Contingency Fund	0	50,000	50,000	0	0.00%
TOTAL OPERATING EXPENSES	**4,329,943**	**4,413,508**	**4,596,158**	**182,650**	**4.14%**
CITY ADMINISTERED EXPENSES					
Personnel/Benefits (city alloc.)	448,854	410,716	509,153	98,437	23.97%
Contingency -unsettled negotiation	0	0	10,183	10,183	0.00%
Electric	210,066	296,217	301,163	4,946	1.67%
Business Exp.	3,591	4,500	4,500	0	0.00%
Sewer (WPCA)	4,701	8,925	9,559	634	7.11%
Professional Service	24,781	30,000	30,000	0	0.00%
Legal Service	0	30,000	5,000	(25,000)	-83.33%
TOTAL CITY ADMINISTERED	**691,993**	**780,358**	**869,558**	**89,200**	**11.43%**
SUB-TOTAL OPERATING EXP.	**5,021,936**	**5,193,867**	**5,465,716**	**271,850**	**5.23%**
Debt Service Interest	368,075	368,098	348,695	(19,403)	-5.27%
Debt Service Principal	641,195	617,912	626,189	8,277	1.34%
SUB-TOTAL DEBT SERVICE	**1,009,270**	**986,011**	**974,884**	**(11,126)**	**-1.13%**
Capital Outlay	310,422	307,794	300,251	(7,542)	-2.45%
TOTAL EXPENSES	**6,341,628**	**6,487,671**	**6,740,852**	**253,181**	**3.90%**

Newark Parking Authority
PROPOSED BUDGET NARRATIVE
FY 2020

	Proposed Budget FY 2020	Notes
PARKING REVENUE		
Monthly	[illegible]	Approx. 3,020 permits per month systemwide.
Transient	[illegible]	Based on current activity levels and trends. Approx. 600,000 paid transactions annually
Visitor	[illegible]	113,000 transactions includes meter operations from 9am-6pm. Rates $1.50/hr.
Parking Violation Revenue	[illegible]	Estimate 20,000 tickets issued & 14% of total revenue. Enforcement extended to 9pm. Includes early payment discount.
Less: Refunds	0	
Less Sales Tax	[illegible]	
TOTAL PARKING REVENUE	[illegible]	
OTHER REVENUE		
Art Program - HB	0	registrations & sales per similar contract
Advertising	[illegible]	advertising program sales
Lease Income - SINK	[illegible]	fashion institute lease, including 2 parking spaces
Lease Income - YDG	[illegible]	storage and NPD lease
SNAV/FANR Concessions	[illegible]	concession agreement, electricity included (3%)
Investment Income	[illegible]	per city of newark comptroller
Enhanced Parking Svcs.	0	Valet parking revenue. Moved to Transient revenue
Storm Reimbursement (FEMA)	0	
ATM Facilities	[illegible]	M3 & BNNR. Based on activity
TOTAL OTHER REVENUE	[illegible]	
TOTAL SYSTEM REVENUE	[illegible]	
EXPENSES		
Personnel/Benefits (FTE 30.5)	[illegible]	Includes expanded CSR hours at both Halls and mail offices Thursday – Sat evenings and Saturday days. Add in hours for roving security patrol Thurs – Sat evenings. Add in enforcement hours assuming mini-space meters installed in the Wall District.
Security Service Contracts	[illegible]	Starday, Sunday services
Equipment Expense	[illegible]	includes equip. purchase and leased equipment, Bobcat lease during winter (Nov. - April). Meter & pay station replacement program.
Vehicle Expense	[illegible]	Vehicle repairs, gas; replacement enforcement vehicle as part of continuous Fleet Replacement program. Includes new electric rating patrol vehicle
Building & Property R&M	[illegible]	Building repairs, HVAC, parking equipment, electrical, plumbing, landscaping, doors & hardware, lighting, painting, fire alarm, fence repairs, minor parking/drainage repairs
Sanitation Expense	[illegible]	Dumpster services 6(RR)(2), M3(3), Wall 60(1), pest control (BNNR, BNNR)
Operating Expense	[illegible]	Payroll processing, cleaning exp., art show exp., janitorial supplies, access cards, coin count maint fee, internet service, Parkmobile fees. Based on actual.
Elevator Repair & Maintenance	[illegible]	Elevator (M3) and service contract
Snow Removal	[illegible]	Reflects average historical costs
Signage	[illegible]	Reflects average historical costs
Paper products w/c equip	[illegible]	Citations, spitter tickets, paystation receipt paper.
Liability Insurance	[illegible]	based on total revenues
Mariime Garage Condo Fees.	[illegible]	Increase 2%
Uniforms	[illegible]	Field personnel
Utilities	[illegible]	Includes water costs; 2.0% increase based on City projection
Management Fees	[illegible]	per contract
Office Expense	[illegible]	Includes printing, postage, office supplies, professional publications, memberships. Incl. QCNO & YDG customer service offices
Service Contracts	[illegible]	Includes communications equip., copier, PARCS PM contract, Data, IPS fees, Internet/phone system maint. Contracts, Shredding fees. Reduction based on 2-year average
Telephone/Data Communications	[illegible]	Cell phones, landlines, data lines. Includes customer service/security intercoms in facilities & paystations
Credit Card Fees	[illegible]	14% of parking revenue fo/o CC
Permit/Violation Management	[illegible]	Includes LPR, permit, enforcement & collections costs; software maint. Fees; increase based on historical cost average
Marketing & Communications	[illegible]	Includes website maint., public relations, marketing programs
Capital Reserve & Replacement	[illegible]	Infrastructure improvements
Parking Programs	[illegible]	Collaborative community parking programs
Contingency Fund	[illegible]	
TOTAL OPERATING EXP.	[illegible]	
CITY ADMINISTERED EXP.		
Personnel/Benefits (city alloc.)	[illegible]	City of Newark Contractual obligations. Includes new allocation for Corporation Counsel services. Assumes 3% increase
Contingency -unsettled negotiation	[illegible]	2% contingency for settled union contract increases negotiation
Electric	[illegible]	Utility expense paid by the city of newark comptroller; 2.0% increase per City projection
Business Exp.	[illegible]	City allocated expenses
Sewer (NPCA)	[illegible]	City expenses increased 6.0%
Professional Service	[illegible]	Engineering, architectural consulting services
Legal Service	[illegible]	Contract development
TOTAL CITY ADMINISTERED	[illegible]	
SUB-TOTAL OPERATING EXP.	[illegible]	
Debt Service Interest	[illegible]	Based on DS schedule provided by City
Debt Service Principal	[illegible]	Based on DS schedule provided by City
SUB-TOTAL DEBT SERVICE	[illegible]	
Capital outlay	[illegible]	parking capacity planning and building
TOTAL EXPENSES	[illegible]	


NPA Revenues FY2018
Other
2%
Violations
14%
Monthly
37%
Transient
48%


Capital
Outlay
4%
NPA Expenses FY2018
Debt
15%
Payroll/
Benefits
32%
City Support
Charges
13%
All Other
Oper. Exp.
40%

OPERATING BUDGET – FISCAL YEAR 2017/2018

DESCRIPTION OF SERVICES

The Norwalk Parking Authority is an advocate for downtown development and commerce supporting mobility, sustainability, growth and improvement while creating easy to park and pay options through mobile platforms and wayfinding systems.

HIGHLIGHTS for FY 2016-2017

1. Customer Experience:
   - Opened a customer service office inside the Yankee Doodle Garage to service the Wall Street District
   - Enhanced customer service through LAZ Parking ambassador training and urban center presence.
   - Offered discounted parking to pay by cell users during the month of December to activate the downtown and increase mobile app usage.
   - Reevaluated and implemented on street enforcement hours of operation changes.

2. Development and Construction Projects
   - Collaborated with the Head of the Harbor Developers to plan for parking alternatives during construction of the Main Street Parking Lot.
   - Collaborated with the Walk Bridge Project planning team
   - Collaborated with City departments, agencies, CTDOT and the business community to increase parking capacity at the East Norwalk Railroad Station.

3. Economic Development:
   - Implemented an outreach program through community, customer and business meetings.
   - Assisted the SoNo Business Community in an attempt to develop a SoNo restaurant marketing plan.
   - Explored enhancing the alleyway between the Webster Parking Lot and N. Main Street providing improved pedestrian experience.
   - Participated in a citywide parking capacity study collaborating with the Mayor appointed Steering Committee to evaluate future parking needs and recommend alternatives.
   - Showcased the Art in Parking Places program through quarterly exhibits at the Maritime Garage Gallery collaborating with the Norwalk Arts Commission.
   - Installed aesthetically functional lights on the façade of the YDG and installed new elevators to create a safer and improved parking experience.

4. Energy Management:
   - Replaced fluorescent lighting with LED lighting at the Yankee Doodle Garage and at the Webster Parking Lot through a grant program offered by Eversource and SNEW.

5. Financial Stability:
   - Continued to operate with a balanced financial portfolio and diversified revenue stream
   - Continued to monitor parking compliance.
   - Continue to budget for a capital reserve account to ensure facility sustainability and customer safety.
   - Implemented recommendations from the rate study while increasing activity and creating necessary on street turnover and enhancing development and mobility.
   - Monitored the impact of the rate increases and on street policy changes. We learned that rather than decreased activity the rate increases resulted in increased activity compared to the prior fiscal year of over 20,000 more transactions for the first 6 months of fiscal year 2017.

6. Maintenance and Security:
   - Implemented facility maintenance improvements to extend facility useful life;
   - Upgraded and installed additional security cameras and systems collaborating with the NPD.

7. Technology and Communication:
   - Continued to provide communication through an interactive website, mobilized smartphone applications and social media alerts
   - Increased pay by cell usage through collaborate marketing efforts.
   - Implemented prepayment online parking reservation technology for Maritime Aquarium customers.

8. Transportation:
   - Collaborated with city agencies/departments and the business community to evaluate an urban circulator and/or valet services.

GOALS FY 2017-2018

1. Customer Experience:
   - Increase the Customer Service hours of operation during peak activity periods.
   - Implement a customer service tracking program to respond quickly to the public.
   - Continue outreach efforts through the field ambassador program.
   - Evaluate wayfinding improvement opportunities

2. Development and Construction –
   - Coordinate and collaborate with developers, Redevelopment Agency and the State to offer parking alternatives during district construction projects.

3. Economic Development
- Expand district marketing program and advertising opportunities through collaborative business efforts.
- Evaluate a parking capacity plan based on recommendations from the study. Collaborate with the Mayor's Office, Redevelopment Agency, Planning and Zoning, SoNo and Wall Street Task Forces, the Library and the Common Council.
- Continue to expand the Art in Parking Places program collaborating with the Arts Commission.

4. Energy Management:
   - Replace the fluorescent lights with LED lighting at the South Norwalk Railroad Station.
   - Purchase a hybrid security vehicle for the roving patrol program in the downtown districts for improved security services.
   - Evaluate solar energy options.

5. Financial Stability:
   - Operate with a balanced financial portfolio and diversified revenue stream;
   - Fund capital reserve and replacement account to ensure facility sustainability and customer safety.
   - Continue to evaluate system wide rate options that places the appropriate value on the best locations and times, maximizes turnover and enhance development and mobility.

6. Maintenance and Security:
   - Perform facility maintenance and structural improvements to extend facility useful life and enhance operational efficiency.
   - Enhance security through lighting and camera system installations.
   - Implement a roving security patrol program during peak activity periods in the districts.

7. Technology and Communication:
   - Provide superior communication through interactive website, mobilized smartphone applications, social media and other online and mobile platforms.
   - Continue to implement the smartparking/technology plan to capture utilization data and provide easy and convenient payment options

- Improve wayfinding, payment and operational efficiency efforts through the use of technology;
- Expand the prepayment online reservation at the Maritime Garage and the South Norwalk Railroad Station to the business community

8. Transportation
    - Evaluate alternative transportation options and interests at the South Norwalk Railroad Station.

Norwalk Water
Pollution Control
Authority
www.wpcanorwalk.org

MEMORANDUM

TO: Board of Estimate and Taxation

FROM: Ralph Kolb, Sr. Environmental Engineer, WPCA

CC: Chris Torre, Superintendent of Operations, DPW WPCA
File

DATE: April 27, 2017

REASON: Norwalk Water Pollution Control Authority
Approved FY17/18 Operating Budget

The Water Pollution Control Authority (WPCA), an enterprise fund, manages the City's sanitary sewer collection system, pumping stations and wastewater treatment facility in accordance with environmental standards and regulations in the most cost effective and responsible manner.

Enclosed is the WPCA's FY2017-18 budget as approved at the Board meeting on April 17, 2017. This budget includes a $5 rate increase for a single family residence and an overall blended rate increase of approximately 1.5% over the previous fiscal year.

Some items on the budget to point out are as follows:

Revenues:

- Norwalk WPCA to receive $90,959 in Nitrogen Credits
- Includes line item for reimbursement of WPCA support services billed to City and City sewer use fee

Expenditures:

- Legal services increased due to ongoing MLP litigation
- Includes line item for reimbursement of City support services billed to WPCA

City of Norwalk
WATER POLLUTION CONTROL AUTHORITY
FY 2017-18 Operating Budget Summary

REVENUES (224062)

ACCOUNT	DESCRIPTION			APPROVED FY 16-17	PROJECTED ACTUAL FY 16-17	PROPOSED FY 17-18
$	14,684,300	$ 15,314,311	$ 15,544,026			
4521	*Wilton Interlocal Agreement*[2]	$ 480,000	$	552,922	$ 505,000	
4522	*Other Contract Customers*	$ 55,000	$	59,328	$ 66,000	
	Other Revenues		$	1,594,365	$ 1,589,955	$ 1,292,827
4520	*Industrial Pretreatment Surcharge*[3]		$	220,000	$ 215,600	$ 220,000
4525	*Sewer Connection Fees*		$	100,000	$ 102,000	$ 100,000
4455	*Septage Haulers Licenses*		$	1,500	$ 1,500	$ 1,575
4515	*Septage Disposal Fees*		$	325,000	$ 325,000	$ 325,000
4127	*Nitrogen Credits*[4]		$	397,424	$ 351,624	$ 77,791
4901	*Investment Income*[5]		$	100,000	$ 110,000	$ 110,000
4051	*Interest on Delinquent Accounts*[6]	$ 85,000	$	85,000	$ 85,000	
439F	*Reimbursement for Indirect Expenses*[7]	$ 439,741	$	430,741	$ 393,629	
XXXX	Transfer from Fund Balance - Replacement Reserve[8]		$	950,000	$ -	$ 950,300
4513	Allowance for Uncollectibles[9]		$	(268,000)	$ (276,000)	$ (280,000)
4513	Adjustments		$	(100,000)	$ (100,000)	$ (100,000)
			TOTAL $	17,505,366	$ 17,146,525	$ 17,866,853

Sewer Use Charges	$ 15,429,300	$ 15,322,561	
	16,104,026		
4512	*Norwalk Customers*[1]		77712+11

[1] Rate increase 5% residential; 5% commercial; $3.15/HCF gallons normalized to consumption per WPCA rate model. Model.
[2] Billed on actual metered wastewater flow. Varies based on audited expenditures.
[3] Assumes no change in 2017 rates although WPCA's financial plan recommends increase to meet future debt service requirements.
[4] CTDEEP projected credit price for FY17-18.
[5] Per Comptroller's Per Complaints.
[6] Salaries, benefits and other direct costs for WPCA support services, City Sewer Use Fee, WPCA's billing and stormwater O&M.
[7] Write out in replacement reserve on expenditures sheet and is only an administrative function.
[8] Assumes 98.5% collection rate per Tax Collector's Office. May increase depending on economic conditions.

City of Norwalk
WATER POLLUTION CONTROL AUTHORITY
FY 2017-18 Operating Budget Summary

EXPENDITURES (224002)

ACCOUNT	DESCRIPTION		APPROVED FY 16-17	PROJECTED ACTUAL FY 16-17	PROPOSED FY 17-18
	Personnel/Benefits	$	564,958	$ 487,393	$ 564,958
5110	*Salaries*[1]	$	351,372	$ 315,952	$ 351,372
5428	*Benefits*	$	192,611	$ 168,424	$ 192,611
5120	*Overtime*	$	10,000	$ 2,000	$ 10,000

5159	*Longevity*	$	975	$	975	$ 975
5258 Operations & Maintenance Fees[2]		$	5,597,910	$	5,545,913	$ 5,674,831
5551 Indirect Expenses[3]		$	576,171	$	576,171	$ 647,286
5241 Electricity[4]		$	1,412,700	$	1,412,700	$ 1,426,827
	Professional Services	$	200,000	$	432,839	$ 360,000
5298	*Contract Monitoring*	$	125,000	$	125,000	$ 285,000
5293	*Engineering Consulting*	$	75,000	$	307,839	$ 75,000
5252 Legal Services[5]		$	200,000	$	300,000	$ 400,000
	Administration	$	64,000	$	64,000	$ 64,000
5260	*General Office*	$	12,000	$	12,000	$ 12,000
5266	*Billing Costs*	$	8,000	$	8,000	$ 8,000
5245	*Telephone*	$	24,000	$	24,000	$ 24,000
6741	*IT Hardware*	$	20,000	$	20,000	$ 20,000
5235 Professional Dues/Memberships		$	10,000	$	10,000	$ 10,000
5255 Training/Conferences		$	6,000	$	6,000	$ 6,000
5418 Property Insurance/Liability Premium Worker's Compensation[5]		$	223,622	$	223,622	$ 212,121
5799 Replacement Reserve - Wilton's portion per agreement		$	-	$	-	$ -
5769 Replacement Reserve - Norwalk[7]		$	3,266,443	$	-	$ 3,226,080
5521 Debt Service - Principal		$	4,542,428	$	4,542,428	$ 4,561,154
5522 Debt Service - Interest		$	841,133	$	841,133	$ 713,595
		TOTAL $	17,505,365	$	14,442,197	$ 17,866,853

[1] *Includes step increases. No COL increases.*

[2] *Assumes CPI increase of 2.5% and nitrogen credit share of $15,000 as per Amendment #2.*

[3] *Salaries, benefits and other direct costs for City support services including Finance Department (Tax Collector, Tax Assessor, Comptroller, IT, and Management & Budget). Also includes allocation for DPW management.*

[4] *Assumes 1% increase over previous year.*

[5] *Legal fees are higher due to MLP litigation.*

[6] *For Finance Department.*

[7] *Includes $65K transfer from fund balance (shown on reverse sheet). Replacement reserve funded at $2,375,080. Funds to be used for rate stabilization in future years related to multiple collection system projects and Phase III solids handling facility project included in WPCA Financial Model.*

DEPARTMENT OF FINANCE

PURCHASING DIVISION

RE: RFP #3735 Appraisal Services – Property Revaluation for the City of Norwalk

The City of Norwalk's Purchasing department, along with the RFP evaluation and selection committee, recommends that Tyler Technologies receives a contract in the amount of $680,000 to assist the Assessor's office with real property valuation for the 2018 Grand List.

The City of Norwalk (along with all municipalities in the state of Connecticut) is required to conduct a property revaluation every five years per CT General Statute § 12-62 (2012) in order to secure a more equitable distribution of the tax burden, to bring the assessment level up to date, and to modernize assessment procedures. Norwalk most recently completed a revaluation in 2013 (a full valuation completed by Vision Government Solutions), with our next revaluation due in 2018. The City contracts the services of an appraisal firm to assist the Assessor's office with this undertaking.

A Request for Proposals (RFP) was issued on March 6, 2017 for appraisal consulting services to assist the Assessor with real property valuation (RFP #3735), and the City received three (3) proposals from the following firms: Tyler Technologies, Vision Government Solutions and Municipal Valuation Services. The City requested proposal pricing for two options – option one is a partial inspection of 7,500 parcels and option #2 is a full inspection of approximately 29,000 parcels (a summary of the pricing for both options is shown below):

Firm	Option #1	Option #2
Vision Government Solutions	$580,500	$959,800
Municipal Valuation Services	$615,000	$975,000
Tyler Technologies	$760,800	$1,465,000

A selection committee consisting of Councilman Tom Livingston, Councilman John Kydes, Assessor Michael Stewart, Assistant Assessor Bill O'Brien, Director of Finance Robert Barron and Purchasing Agent Ben Luce interviewed the three firms for one hour each on Friday, April 21.

Vision Government Solutions proved to be capable of completing the revaluation, but they did not offer any new technology solutions from the 2013 revaluation. The size of Municipal Valuation Services was a concern (not large enough), they did not offer any technology based solutions, and their

methods seemed to be subjective rather than objective – which is required for a revaluation. Tyler offered a technology solution – Verify Sketch Validation -- which allows for more value to be captured even when "entry" into a structure is not available, although this feature was not included in their base bid but could be included for approximately $20,000. The Verify Sketch Technology is used to verify the accuracy of property sketches in the City's computer-assisted mass appraisal (CAMA) system, which allows the City to capture any additions or new structures on a property and update the value of the property accordingly. Tyler also had better data mailers that include more information and receive a higher response rate than the other two firms.

The committee was leaning towards a full inspection (Option #2) due to the belief that values would be more defensible for the City, but Tyler Technologies made a compelling case that partial inspection (Option #1) was in the best interest of the City given the advances in technology that have occurred since the last revaluation in 2013, and the superior data mailers that they issue versus their peers. It was the committee's belief that Tyler was the best choice of the three firms, but it could not accept their price for Option #1 of $760,800 given that it was $180,300 higher than the lowest bid. The committee decided that if Tyler would agree to a reduced price of $680,000, and include the Verify Sketch Validation in that price, then the City would award the contract to Tyler.

Tyler responded in a formal letter on April 26, 2017 that they would agree to the reduced price of $680,000, which included the Verify Sketch Validation. The committee believes that Tyler will deliver the most value for the City versus the other two firms, and the City is saving money by going with the partial revaluation versus the full revaluation.

Regards,

Ben Luce

Purchasing Agent

One Tyler Way
Moraine, Ohio 45439
P: 800.800.2581
F: 937.278.3711
www.tylertech.com

April 26, 2017

Mr. Benjamin Luce
Purchasing Agent
Purchasing Department, Room 103
125 East Avenue
Norwalk, Connecticut 06865

Re: Appraisal Services - Property Revaluation, RFP #3735

Dear Mr. Luce:

Thank you for the opportunity for Bob Marshall and Melissa Baer to meet with the evaluation committee regarding the above referenced RFP. As discussed, Tyler Technologies' CLT Appraisal Services is providing a revised fee for the 2018 Revaluation Services, including the following options from the City's RFP. Additionally, we will include Tyler Technologies' Verify Sketch Validation services.

The total fixed fee for the revised scope will be **Six Hundred Eighty Thousand Dollars ($680,000).**

The following RFP options are included:

Part 1 - Data collection including measuring and interior inspection of real property within the City of Norwalk. Collecting site and external data relevant to property values. Data collection of all significant market activity of real property within the city.

Option 1: 7,500 Parcels consisting of approximately:
- Residential 4,500 parcels
- Commercial 550 parcels
- Sales 1,000 parcels
- Data Mailer 1,450 parcels

Part 2 - Valuation and review of all residential properties using all applicable established appraisal approaches to value. This will include: creation and mailing of real property valuation notices and assessment change notices, as well as scheduling and performing informal taxpayer appeal hearings.

Part 3 - Valuation and review of income-producing properties and other non-residential properties using all applicable established appraisal approaches to value. This will include: creation and mailing of real property valuation notices and assessment change notices, as well as scheduling and performing informal taxpayer appeal hearings.

Tyler Technologies' Verify Sketch Validation Services
This scope of work presents services for consideration by the City. The desired outcome is for the City to validate their existing active Vision Government Solutions – Vision 7 CAMA sketch vectors and related information are accurately depicted and complete to assure current and historic sketch vectors, which in turn generate building areas used in assessment calculations.

The scope of work, using the City's existing data sets and aerial photography, is for Tyler to take extracted building sketch vectors and aggregate, scale, locate to the parcel centroid and place the rendered building sketches over recent City provided orthophotography. Each building sketch will be rotated and placed over its associated structure and ranked for fit. This will be completed for all improved properties in the jurisdiction where sketch(s) exist, and a corresponding GIS parcel match is feasible.

The deliverable will be an ESRI shapefile and/or Geo database that includes all georeferenced sketches as a polyline/polygon layer. Metadata will be presented on the ranking of all sketches and software which will enable Tyler and the City to review exceptions for acting to correct or confirm.

This is meant to act as an addendum to Tyler's original proposal submitted on March 31, 2017. If there are any questions, please contact Melissa Baer or Bob Marshall. Bob can be reached by phone at 800-800-2581 x1506 or by email at bob.marshall@tylertech.com.

This proposal is effective for 90 days from submission.

Sincerely,

Gus Tenhundfeld
Inside Sales Manager

	Municipal Valuation Services	% of total	Vision Government Solutions	% of total	Tyler Technologies	% of total
Proposal Pricing - Part I (option #1)						
Exterior / Interior Inspections – 7500 parcels	$ 43,500	30%	$ 143,200	68%	$ 88,890	30%
Data Entry – 7500 parcels	$ 7,250	5%	$ 10,300	5%	$ 44,445	15%
Quality Control Program – 5%	$ 14,500	10%	$ 7,800	4%	$ 29,630	10%
Data Mailer – preparation & mailing – 100%	$ 43,500	30%	$ 32,800	16%	$ 44,445	15%
Data Mailer – Data Entry – 100%	$ 21,750	15%	$ 13,600	6%	$ 44,445	15%
Data Mailer – Field Verification – 100%	$ 14,500	10%	$ 1,700	1%	$ 44,445	15%
Total	$ 145,000	100%	$ 209,400	100%	$ 296,300	100%
Proposal Pricing - Part I (option #2)						
Exterior / Interior Inspections – 100%	$ 353,500	70%	$ 495,800	84%	$ 500,250	50%
Data Entry – 100%	$ 101,000	20%	$ 44,900	8%	$ 300,150	30%
Quality Control Program – 100%	$ 50,500	10%	$ 48,000	8%	$ 200,100	20%
Data Mailer – preparation & mailing – 5%	$ -	0%	$ -	0%	$ -	0%
Data Mailer – Data Entry – 5%	$ -	0%	$ -	0%	$ -	0%
Data Mailer – Field Verification – 5%	$ -	0%	$ -	0%	$ -	0%
Total	$ 505,000	100%	$ 588,700	100%	$ 1,000,500	100%
Proposal Pricing - Part II						
Development valuation models	$ 55,000	25%	$ 31,000	13%	$ 107,450	35%
Estimate market value of properties	$ 88,000	40%	$ 28,400	12%	$ 46,050	15%
Review all residential properties	$ 44,000	20%	$ 98,500	41%	$ 76,750	25%
Preparation of Documentation	$ 11,000	5%	$ 17,000	7%	$ 15,350	5%
Preliminary valuations for 9/01/2018	$ 11,000	5%	$ 42,000	17%	$ 30,700	10%
Final valuations for 11/01/2018	$ 11,000	5%	$ 25,200	10%	$ 30,700	10%
Total	$ 220,000	100%	$ 242,100	100%	$ 307,000	100%
Proposal Pricing - Part III						
Development of Direct Capitalization	$ 12,500	5%	$ 18,300	14%	$ 15,000	10%
Analysis of Income and Expense Forms	$ 50,000	20%	$ 27,900	22%	$ 30,000	19%
Development of Income Model	$ 75,000	30%	$ 10,900	8%	$ 30,000	19%
pplication of Income and Market Models to Each Property	$ 12,500	5%	$ 33,300	26%	$ 45,000	29%
Preliminary valuations for 10/01/2018	$ 75,000	30%	$ 18,200	14%	$ 15,000	10%
Final valuation model for 11/01/2018	$ 12,500	5%	$ 10,300	8%	$ 15,000	10%
Preparation of Documentation	$ 12,500	5%	$ 10,100	8%	$ 7,500	5%
Total	$ 250,000	100%	$ 129,000	100%	$ 157,500	100%
Proposal Pricing - Parts I through III						
Option #1	$ 615,000		$ 580,500		$ 760,800	
Option #2	$ 975,000		$ 959,800		$ 1,465,000	

Other Pricing

Part II			
Fees for appraiser for narrative appraisals	$500 / appraisal	$115 / hr	$125 / appraisal
Hourly fees for expert testimony in 2018	$250 / hr	$115 / hr	$175 / hr
Part III			
Fees for appraiser for narrative appraisals	$2,500 - $10,000 / appraisal	$115 / hr	$150 / appraisal
Hourly fees for expert testimony in 2018	$250 / hr	$115 / hr	$200 / hr

P&C Draft
4/21/17

RESOLUTION MAKING APPROPRIATIONS FOR VARIOUS PUBLIC IMPROVEMENTS AGGREGATING $120,718,000 FOR THE 2017-2018 CAPITAL BUDGET AND AUTHORIZING THE ISSUANCE OF 120,080,000 GENERAL OBLIGATION BONDS OF THE CITY TO MEET CERTAIN APPROPRIATIONS IN THE 2017-2018 CAPITAL BUDGET.

RESOLVED:

Section 1. Appropriations aggregating $120,718,000 are hereby made by the City of Norwalk, Connecticut (the "City") for each subtotal set forth opposite the City's departments and entities (herein collectively "Departments") below. Each Departmental subtotal shall constitute an appropriation to meet the estimated costs of the projects or purposes (the "Projects") specified for each Department, respectively, as follows:

Fire		
SCBA Airpaks	360,000	
Building Repairs Various Stations	35,000	
Fairfield Ave Construction Match	475,000	
Vehicle Replacement	75,000	
Subtotal Fire		$ 945,000
Public Works		
Paving Management Program	5,000,000	
Sidewalks & Curbing	975,000	
Perry Ave Bridge Over Norwalk River	233,000	
Safe Routes To School	250,000	
James Street Bridge	705,000	
Footpath Replacement	100,000	
Pavement Markings & Signage	175,000	
Projected Crosswalks/Warnings	50,000	
Pavement Markings For Biking	50,000	
Seaview Ave Improvements	200,000	
General Drainage	250,000	
Watercourse Maintenance	500,000	
Tree Planting General	50,000	
Fleet Replacement	665,000	
Transfer Station	21,000	
DPW Center Repairs	17,000	
Main Library Repairs	158,000	
Energy Conservation	56,000	
City Hall Repairs	195,000	
Various City Buildings Capital Repairs	20,000	
Sidewalk Curb	25,000	
Subtotal Public Works		9,695,000

Parking		
Parking Facilities	781,000	
Revenue Control Equipment	287,000	
Subtotal Parking		1,068,000
WPCA		
Pump Station Upgrade	250,000	
Collection System Rehab	1,000,000	
SCADA & I&C Systems	100,000	
Solids Handling Facility	7,000,000	
WWTP Miscellaneous Upgrades	1,000,000	
Subtotal WPCA		9,350,000
Board of Education		
District Technology	650,000	
District Paving	350,000	
BOE Capital Repairs	200,000	
BOE Nathaniel Ely School	41,912,000	
Ponus Ridge School	43,349,000	
Curriculum Materials & Textbooks	252,000	
Facilities Master Plan	6,358,000	
Subtotal Board of Education		93,071,000
Recreation & Parks		
Backstops And Fencing	50,000	
Basketball & Tennis Courts	50,000	
School & Park Playgrounds	175,000	
Calf Pasture	40,000	
Cranbury Park	260,000	
Vet Park	1,900,000	
Tree Planting	50,000	
Open Space Fund	50,000	
Wallace Bell Parks Garage	25,000	
Vehicles	84,000	
Malmquist Field Aux Parking	100,000	
Paving Sidewalk Projects	60,000	
Subtotal Recreation & Parks		2,844,000

Library		
Norwalk Newspaper Digitization	21,000	
Strategic Plan Library	35,000	
Innovation Place Headquarters	25,000	
SONO Branch Repurposing	55,000	
Library Signage	10,000	
Subtotal Library		146,000
Historical Commission		
LMMM Roof Leak Repair	150,000	
Mathews Park Building	15,000	
LMMM Improvement Project	500,000	
Cemetery Site Work	15,000	
Mill Hill Master Plan	178,000	
Museum Collection Archive	10,000	
Lockwood House Ada Access	107,000	
WPA Murals	15,000	
Subtotal Historical Commission		990,000
Redevelopment Agency		
Wall Street Improvement	1,000,000	
Affordable Housing	250,000	
50 Washington St Plaza	300,000	
Subtotal Redevelopment Agency		1,550,000
Information Technology		
City Technology	398,000	
Subtotal Information Technology		398,000
Health		
Health Building Upgrades	28,000	
Subtotal Health		28,000
Human Relations		
Ada Compliance	250,000	
Subtotal Human Relations		250,000
Sixth District		
Sixth District	300,000	
Subtotal Sixth District		300,000
Capital Budget 2017-18		120,718,000

Section 2. To meet such portion of the appropriation for each Department not funded from other sources, a maximum of $120,080,000 bonds of the City are hereby authorized to be issued to fund the Projects set forth below:

Fire		
SCBA Airpaks	360,000	
Building Repairs Various Stations	35,000	
Fairfield Ave Construction Match	475,000	
Vehicle Replacement	75,000	
Subtotal Fire		945,000
Public Works		
Paving Management Program	4,362,000	
Sidewalks & Curbing	975,000	
Perry Ave Bridge Over Norwalk River	233,000	
Safe Routes To School	250,000	
James Street Bridge	705,000	
Footpath Replacement	100,000	
Pavement Markings & Signage	175,000	
Projected Crosswalks/Warnings	50,000	
Pavement Markings For Biking	50,000	
Seaview Ave Improvements	200,000	
General Drainage	250,000	
Watercourse Maintenance	500,000	
Tree Planting General	50,000	
Fleet Replacement	665,000	
Transfer Station	21,000	
DPW Center Repairs	17,000	
Main Library Repairs	158,000	
Energy Conservation	56,000	
City Hall Repairs	195,000	
Various City Buildings Capital Repairs	20,000	
Sidewalk Curb	25,000	
Subtotal Public Works		9,057,000
Parking		
Parking Facilities	781,000	
Revenue Control Equipment	287,000	
Subtotal Parking		1,068,000

WPCA			
	Pump Station Upgrade	250,000	
	Collection System Rehab	1,000,000	
	SCADA & I&C Systems	100,000	
	Solids Handling Facility	7,000,000	
	WWTP Miscellaneous Upgrades	1,000,000	
Subtotal WPCA			9,350,000
Board of Education			
	District Technology	650,000	
	District Paving	350,000	
	BOE Capital Repairs	200,000	
	BOE Nathaniel Ely School	41,912,000	
	Ponus Ridge School	43,349,000	
	Curriculum Materials & Textbooks	252,000	
	Facilities Master Plan	6,358,000	
Subtotal Board of Education			93,071,000
Recreation & Parks			
	Backstops And Fencing	50,000	
	Basketball & Tennis Courts	50,000	
	School & Park Playgrounds	175,000	
	Calf Pasture	40,000	
	Cranbury Park	260,000	
	Vet Park	1,900,000	
	Tree Planting	50,000	
	Open Space Fund	50,000	
	Wallace Bell Parks Garage	25,000	
	Vehicles	84,000	
	Mahnquist Field Aux Parking	100,000	
	Paving Sidewalk Projects	60,000	
Subtotal Recreation & Parks			2,844,000
Library			
	Norwalk Newspaper Digitization	21,000	
	Strategic Plan Library	35,000	
	Innovation Place Headquarters	25,000	
	SONO Branch Repurposing	55,000	
	Library Signage	10,000	
Subtotal Library			146,000

Historical Commission		
LMMM Roof Leak Repair	150,000	
Mathews Park Building	15,000	
LMMM Improvement Project	500,000	
Cemetery Site Work	15,000	
Mill Hill Master Plan	178,000	
Museum Collection Archive	10,000	
Lockwood House Ada Access	107,000	
WPA Murals	15,000	
Subtotal Historical Commission		990,000
Redevelopment Agency		
Wall Street Improvement	1,000,000	
Affordable Housing	250,000	
50 Washington St Plaza	300,000	
Subtotal Redevelopment Agency		1,550,000
Information Technology		
City Technology	398,000	
Subtotal Information Technology		398,000
Health		
Health Building Upgrades	28,000	
Subtotal Health		28,000
Human Relations		
Ada Compliance	250,000	
Subtotal Human Relations		250,000
Sixth District		
Sixth District	300,000	
Subtotal Sixth District		300,000
Capital Budget 2017-18		120,080,000

Section 3. Said bonds may be issued and sold, subject to final approval by the Committee (as defined and described below) in one or more series as determined by the Director of Finance in an amount necessary to meet the City's share of the cost of the Projects determined after considering the estimated amount of State and Federal grants-in-aid of the Projects, or the actual amounts thereof if this be ascertainable, and the anticipated times of the receipt of the proceeds thereof, provided that the total amount of bonds to be issued shall not be less than an amount which will provide funds sufficient with other funds available for such purpose to pay the principal of and the interest on all temporary borrowings in anticipation of the receipt of the proceeds of said bonds outstanding at the time of the issuance thereof,

and to pay for the administrative, financing, legal and other costs of issuance of such bonds. Subject to final approval by the Committee, the bonds of each series shall mature not later than the maximum maturity permitted by the General Statutes of Connecticut, as amended from time to time (the "Connecticut General Statutes"), and may be issued subject to earlier redemption by the City. The bonds of each series shall be in the denomination of $1,000 or a whole multiple thereof, be issued in fully registered form, be executed in the name and on behalf of the City by the manual or facsimile signatures of the Mayor, Comptroller and the Director of Finance, bear the City seal or a facsimile thereof, be payable at a bank or trust company designated by the Director of Finance, be certified by such bank or trust company, which bank or trust company may also be designated as the registrar and transfer agent, and be approved as to their legality by Pullman & Comley, LLC, Attorneys at Law. The bonds shall be general obligations of the City and each of the bonds shall recite that every requirement of law relating to its issue has been duly complied with, that such bond is within every debt and other limit prescribed by law, and that the full faith and credit of the City are pledged to the payment of the principal thereof and the interest thereon. The Common Council hereby delegates to the Mayor and the Director of Finance, subject to the final approval of the President of the Common Council, the Majority Leader of the Common Council, the Minority Leader of the Common Council, and the Chairman of the Finance Committee of the Common Council, or any two of them (the "Committee"), the authority to determine the number of series to be issued, the principal amount of the bonds of each series to be issued, the annual installments of principal, redemption provisions, if any, and other terms, details and particulars of such bonds including the rate or rates of interest payable thereon and the terms of any purchase agreement executed in connection with the sale of the bonds in a negotiated underwriting.

Section 4. Said bonds shall be sold by the Mayor and Director of Finance in a competitive offering or by negotiation, in their discretion. If sold in a competitive offering, the bonds shall be sold at not less than par and accrued interest on the basis of the lowest net or true interest cost to the City. If the bonds are sold by negotiation, the purchase agreement shall be signed by the Mayor and the Finance Director, subject to the final approval by the Committee. The Mayor and the Director of Finance are authorized to prepare and distribute preliminary and final Official Statements of the City for use in connection with the offering and sale of any bonds.

Section 5. The Mayor and the Director of Finance are authorized to make temporary borrowings in anticipation of the receipt of the proceeds of said bonds. Notes evidencing such borrowings shall be in such denominations, bear interest at such rate or rates and be payable at such time or times as shall be determined by the Mayor and the Director of Finance, be executed in the name of the City by the manual or facsimile signatures of the Mayor and the Director of Finance, have the City seal or a facsimile thereof affixed, be certified by a bank or trust company designated by the Director of Finance, and be approved as to their legality by Pullman & Comley, LLC as bond counsel. Such notes shall be issued with maturity dates which comply with the provisions of the Connecticut General Statutes governing the issuance of such notes, as the same may be amended from time to time. The notes shall be general obligations of the City and each of the notes shall recite that every requirement of law relating to its issue has been duly complied with, that such note is within every debt and other limit prescribed by law, and that the full faith and credit of the City are pledged to the payment of the principal thereof and the interest thereon. The net interest cost on such notes, including renewals thereof, and the expense of preparing, issuing and marketing them, to the extent paid from the proceeds of such renewals or said bonds, shall be included as a cost of the capital improvements for the financing of which said notes were issued. Upon the sale of the bonds, the proceeds thereof, to the extent required, shall be applied forthwith to the payment of the principal of and the interest on any such notes then outstanding or shall be deposited with a bank or trust company in trust for such purpose.

Section 6. In connection with the issuance of any bonds or notes authorized herein, the City may exercise any power delegated to municipalities pursuant to Section 7-370b, as may be approved and executed by the Mayor and the Director of Finance, including the authority to enter into agreements

moderating interest rate fluctuation, provided any such agreement or exercise of authority shall be subject to final approval by the Committee.

Section 7. To meet any portion of the costs of such projects determined by the State of Connecticut Department of Energy and Environmental Protection to be eligible for funding under Section 22a-475 et seq. of the Connecticut General Statutes, as the same may be amended from time to time (the "Clean Water Fund Program"), the City is authorized and may issue interim funding obligations in anticipation of project loan obligations and project loan obligations ("Clean Water Fund Obligations") in such denominations as the Mayor and Director of Finance shall determine. The Mayor and Director of Finance are hereby authorized to determine the amount, date, maturity, interest rate, form and other details and particulars of such Clean Water Fund Obligations, subject to the provisions of the Clean Water Fund Program, and the Mayor, Director of Finance and Treasurer are authorized to execute and deliver the same. Said Clean Water Fund Obligations shall be secured as to both principal and interest by (i) a pledge of revenues to be derived from sewage system use and/or connection charges, benefit assessments, or both, (ii) the full faith and credit of the City, or (iii) any combination of (i) and (ii) above. The Mayor is hereby authorized to execute and deliver to the State in the name of and on behalf of the City Project Loan and Project Grant Agreements under the Clean Water Fund Program.

Section 8. Any appropriation, or portion thereof, not required, in the determination of the Common Council, for any Department set forth in Section 1, may be transferred by resolution of the Common Council to any other Department of the City.

Section 9. The City hereby expresses its official intent pursuant to §1.150-2 of the Federal Income Tax Regulations, Title 26 (the "Regulations"), to reimburse expenditures paid sixty days prior to and any time after the date of passage of this resolution in the maximum amount and for the Projects with the proceeds of bonds, notes, or other obligations ("Tax Exempt Obligations") authorized to be issued by the City. The Tax Exempt Obligations shall be issued to reimburse such expenditures not later than 18 months after the later of the date of the expenditure or the substantial completion of the Projects, or such later date the Regulations may authorize. The City hereby certifies that the intention to reimburse as expressed herein is based upon its reasonable expectations as of this date. The Director of Finance or his designee is authorized to pay project expenses in accordance herewith pending the issuance of Tax Exempt Obligations. The Director of Finance is authorized to amend such expression of official intent to bind the City pursuant to such changes he deems necessary or advisable to maintain the continued exemption from federal income taxation of interest on the Tax Exempt Obligations.

Section 10. The Mayor and Director of Finance are hereby authorized, on behalf of the City, to enter into agreements or otherwise covenant for the benefit of bondholders to provide information on an annual or other periodic basis to the Municipal Securities Rulemaking Board (the "MSRB") and to provide notices to the MSRB of material events as enumerated in Securities and Exchange Commission Exchange Act Rule 15c2-12, as amended, as may be necessary, appropriate or desirable to effect the sale of the bonds and notes authorized by this resolution. Any agreements or representations to provide information to the MSRB made prior hereto are hereby confirmed, ratified and approved.

Section 11. The Mayor and Director of Finance are hereby authorized, on behalf of the City, to enter into any other agreements, instruments, documents and certificates, including tax and investment agreements, for the consummation of the transactions contemplated by this resolution. The Mayor is hereby authorized, on behalf of the City, to apply for and accept any and all Federal and State loans and/or grants-in-aid of the Projects, to expend said funds in accordance with the terms hereof, and in connection therewith to contract in the name of the City with engineers, contractors and others.

CITY OF NORWALK
Department of Information Technology

To: Members of the Finance Committee

From: Karen Del Vecchio, Director IT

Re: Electronic Documont Management System

Date: April 27, 2017

Departments are required to maintain documents, maps and other printed materials for long periods of time. The result is file cabinets and storage areas filled with archive materials. Moreover, staff spends significant time locating these historical documents related to infrastructure, permits, parcels and the like.

Norwalk IT requested and received $135,000.00 funding in its 2015/2016 capital budget for a phase 1 Electronic Document Management System. The goal of this project is to increase efficiency, reduce costs related to filing and storage, improve document access and sharing, provide disaster recovery, improve business continuity, and reduce the costs associated with lost documents and audit. The objective was to find an Electronic Document Management solution that could be easily integrated to existing and future software applications, like GIS, as well as capture email, Microsoft office documents, and offline scanned documents and maps/plans.

In November, 2015, Norwalk submitted a letter of interest to the Capital Region Council of Government (CRCoG) to participate in a Nutmeg Network Electronic Document Management demonstration program funded by the CT OPM's Regional Performance incentive Program (RPIP). Norwalk was selected as one of 8 towns to participate in this pilot program. The project intention was to provide a pilot program for the pilot communities with a cooperatively purchased Electronic Document Management System (EDMS) that would be hosted at the Connecticut Center for Advanced Technology.

Business requirements scoping and RFP development, solicitation and other administrative functions were paid for by the grant and performed by CRCoG with the municipalities input and review. Norwalk's IT and DPW departments participated in the process. The RFP was released in May of 2016. Ten vendors submitted responses to the RFP. After vendor demos, interviews, reference checking, and a great deal of discussion, the municipal teams narrowed the field down to one document management product and two implementation partners. Prime AG Group was ultimately selected in

early 2017 by the municipalities to implement the ImageSoft document management system.

Contract and pricing terms were negotiated by the CRCoG teams. Because Norwalk is a pilot municipality, our base software and implementation costs are offset by 50% by the RPIP Grant. Annual maintenance and hosting costs are not included in the grant. The cost of the base system is $16,000.00 plus $3,250.00 for mobile device (tablet) integration for a total of $19,250.00. The base system includes integration with GIS, email, Microsoft office documents, and offline scanned documents and maps/plans. It also includes an Agenda Management system.

The base system *does not* include integration with the City's VISION Assessor CAMA system or the City's MUNICITY Building and Zoning Permit System. Norwalk considers integration between these applications and a document management system to be key and has developed budget numbers with the vendors of approximately $30,000 per application interface developed.

The contracting entity for the software and implementation is CRCog; Norwalk needs to execute a side-letter agreement with CRCoG in order to move forward with implementing the EDMS system.

The ITT Committee unanimously approved the project at its May 5, 2017 meeting.

The specific action requested is:

1a) Authorize the Mayor, Harry W. Rilling, to sign a Letter of Agreement regarding the agreement of Prime AE Group, Inc., The Capital Region Council of Governments (CRCOG), and the City of Norwalk as one of the members of the IT Services Cooperative, for an Electronic Document Management System, commencing June 29, 2017 and ending June 30, 2022 with additional three-year options to renew.

1a) Authorize the Purchasing Agent to issue purchase orders to The Capital Region Council of Governments for base Software Licenses, implementation, and hosting services for Phase I Electronic Document Management Systems at a cost not to exceed $19,250.00 and additional customized interfaces and workflows not to exceed $60,000 (total $79,250.00) account 09160600-5777-C0375. Budgeted IT capital project; no special appropriation required.

And forward onto the Common Council for further action.

Atts: ITT Approval Form

CRCOG EDMS Phase 1 Features and Modules.

City of Norwalk

Information Technology Department
125 East Ave., Rm203
Norwalk, CT 06850
Phone: 203-854-7714 Fax:203-854-7803

ITT Request Form

Electronic Document Management Project. Phase 1

Request Number: EDMS-1 Modification Number : 0 Date of Request: 03-May-17

FUNDED IN CURRENT CAPITAL OR EXPENSE BUDGET: YES **CONSISTENT WITH CITY TECHNOLOGY PLAN:** Yes

BUDGET ACCOUNT: 19160600-5777-C0375

VENDOR DATA

Capital Region Council of Government

PRICING INFORMATION

QTY.	DESCRIPTION	MAKE	MODEL	PRICE/UNIT	EXT PRICE
1	All licenses and services to	implement ImageSoft & partner	Prime per CRCOG costing model	$19,250.00	$19,250.00
2	Additional custom interfaces			$30,000.00	$60,000.00
					$0.00
					$0.00
					$0.00

Shipping

Total Price $79,250.00

Date Presented: 03-Sep-17 **Date Approved:** 03-May-17

PROJECT EDMS-1 **ITT Signature:** signature on file

CRCOG CAPITOL REGION COUNCIL OF GOVERNMENTS
Working together for a better region.

Electronic Document Management System (EDMS) Phase 1 Features and Modules

Base EDMS System

- Electronic document management system hosted at CCAT data center
- Includes full document capture, indexing and retrieval, storage and archiving features

Additional Features and Modules

- Integration with Outlook
- Integration with MS Office
- Integration with GIS
- Document Retention – Manage compliance with retention requirements
- Advanced Capture – Automatically index documents based on identified field(s)
- Agenda Management – Automates approval, assembly and distribution of agenda and minutes
- ICR/OCR - Intelligent Character Recognition/Optical Character Recognition. Allows for data recognition from an image or handwritten characters
- Reporting Services – A system management tool that tracks system usage data and performance data.
- Signature Pad – Module for applying digital signatures to documents
- Public Sector Web Constituent Access – Browser based access to documents. Can be used by internal users as well as external
- Workflows - Business process automation. The specific workflows to be developed in Phase 1 will be determined by participating pilot municipalities based on needs assessment consultations, pricing and complexity.
- Employee File Management (Optional)
- Possible – integration with Municity/Viewpermit (based on pricing and complexity)

CITY OF NORWALK
Department of Information Technology

To: Members of the Finance Committee

From: Karen Del Vecchio, Director IT

Re: Email Archive System

Date: April 27, 2017

The City receives/sends approximately 6,000 emails a day with external sources. These transactions do not include the thousands of internal emails between City employees and other authorized City email users.

Emails are considered public records if they are sent or received in the conduct of the public business. Emails are subject to disclosure under FOIA, a court action, or an audit, and require treatment in the same manner as any other recorded information. Retention of email is based on the **content** of the message, not the media type, and emails must be retained according to the equivalent **content** type.

In practice, with the exception of spam or junk mail, it's fair to say that very few users evaluate the content of each email and delete or keep it based on content type and its associated retention requirement. The vast majority of email users keep every email longer than needed because of the time and effort involved to evaluate the content of the volume of email correspondence received each day. This is not unique to Norwalk or the public sector.

Users regard inboxes as filing cabinets, storing emails and attachments in this one place, rather than moving the attachments to a corresponding network folder. Many users create multiple folders within email to store correspondence by category, date, or sender. This storage methodology contributes toward the nearly 500 gigabytes of email storage Norwalk maintains and backups for protection against loss.

The level of complexity and degree of thoroughness required by FOI requests, subpoenas for emails, and litigation hold have significantly increased over the past 24 months. The tools we have at our disposal are insufficient to respond in a timely

manner and moreover, take up significant amounts of staff time to quickly produce, in particular email of former employees. IT initially identified this situation as a growing concern in the 2015 capital budget development cycle.

In December, 2016, IT released an RFQ for an email management archiving system. Key elements of this system would address the need more efficient storage and retrieval of email for both short and long term (legacy employee), ease the burden on IT in responding to FOIA requests, enhance logging and auditing capabilities for both internal and external email, ability to set expiration date warnings, and other management and reporting tools.

Seven vendors responded, proposing both on-premise and cloud solutions, and four were interviewed. Responses were rated on a number of factors including: feature richness; municipal references; data kept in US borders; ISO cloud certification; compatibility with existing systems; cost; ease of use for non-technical types; simple/fast/robust searching and retrieving; ability to meet CT State Librarian archive requirements. The IT evaluation team selected CDR Solutions proposed Mimecast cloud solution.

The ITT Committee unanimously approved this project at its February 1, 2017 meeting.

The specific action requested is:

Authorize the Mayor, Harry Rilling, to execute an agreement with CDR Solutions for email archiving system for an amount not to exceed $34,250.00, account 09150600-5777-C0375 (budgeted IT capital project; no special appropriation required) and forward onto the Common Council for further action.

Att: ITT Approval Form

VII. D

NORWALK
The Sound of Connecticut

NORWALK PLANNING COMMISSION

125 East Avenue
Norwalk, Connecticut

MEMORANDUM May 16, 2017

TO: Planning Commission – Frances DiMeglio, Chair

FROM: Land Use Committee – Steven Ferguson, Chair

SUBJECT: Redevelopment Agency – Review amendments to the Land Disposition Agreement (LDA) regarding Parcel 1, 2, and 4 of the Reed Putnam Urban Renewal Plan – Amendment #4

In December of 2014, Norwalk Land Development, LLC, a subsidiary of General Growth Partners and the owner of parcels 1, 2 and 4 of the Reed Putnam Urban Renewal Plan, brought forward a request to the Redevelopment Agency to amend the governing Land Disposition Agreement (LDA) for the site. In March of 2015, a proposed amendment to the LDA was approved by the City to allow for the construction of a regional mall rather than a project that was primarily general office.

For this amendment, Norwalk Land Development is requesting that the following uses would be omitted from the approved the LDA:

1. Hotel
2. Office
3. Residential

As per the agreement, the above uses will be offset with $3.5 million payment to the City. The formal request by the Redevelopment Agency is for a written opinion from the Planning Commission regarding this latest amendment as it pertains to the consistency of the City's Plan of Conservation and Development.

Your committee has reviewed the proposal and recommends the following resolution:

*** RESOLUTION TO APPROVE ***

BE IT RESOLVED by the Norwalk Planning Commission that the proposed amendments to the schedule of development land uses of the Land Disposition Agreement (LDA) regarding Parcel 1, 2, and 4 of the Reed Putnam Urban Renewal Plan Review – Amendment #4 be **APPROVED**, and that the Commission finds that the proposed amendments are consistent with the Plan of Conservation & Development for Norwalk and that the reason for this action is:

1. To implement the Plan of Conservation and Development goal to " Encourage retail activity in the West Avenue/Wall Street and Reed Putnam areas and place emphasis on pedestrian-oriented environment" (A.4.1.1. p.12); and
2. To implement the Plan of Conservation and Development goal to "Continue clustering large-scale development where shuttle systems and other Traffic Demand Management programs can be implemented" (A.3.1.3 p.12); and
3. To implement the Plan of Conservation and Development goal to "Maintain diversity in the SoNo retail mix" (A.4.1.5 p.13); and
4. To implement the Plan of Conservation and Development goal to "Modify plans for Reed-Putnam Parcels 1, 2, and 4 as amended" (A.6.1.1. P.13); and

BE IT FURTHER RESOLVED that notice of this written opinion and action be forwarded to the City's ad hoc committee (representatives of the Planning Committee of the Common Council, Redevelopment Agency, and the Planning Commission) and to the Norwalk Common Council.

NORWALK on the move!

PLANNING COMMISSION

May 17, 2017

Nathan Sumpter, Chair
Norwalk Zoning Commission
125 East Avenue
Norwalk CT 06856-5125

RE: #3-17R Norwalk Land Development, LLC (The SoNo Collection) – Proposed amendments to Section 118-100 to revise definition of mixed use retail shopping center development to add public realm, commercial recreation and cultural arts and entertainment facilities as additional permitted uses

Dear Mr. Sumpter;

Please be advised that at a meeting held on Tuesday, May 16, 2017, the Norwalk Planning Commission adopted the following resolution:

*** RESOLUTION ***

BE IT RESOLVED that the proposed amendments to the Building Zone Regulations as shown on a certain document entitled "**#3-17R** – Norwalk Land Development, LLC – Proposed amendments to Section 118-100 to revise definition of mixed use retail shopping center development to add public realm, commercial recreation and cultural arts and entertainment facilities as additional permitted uses" and dated May 9, 2017, be **APPROVED.**

BE IT FURTHER RESOLVED that the reasons for this action are:

1) To implement the Plan of Conservation and Development to "Strengthen the revitalization of the West Avenue, Wall Street, and Reed Putnam areas by encouraging mixed-use development (i.e. offices, stores, services, restaurants and theaters together with housing, parks and cultural facilities). (p. 12, A.3.1.2); and
2) To implement the Plan of Conservation and Development to "To encourage retail activity in the West Avenue/Wall Street and Reed Putnam areas and place emphasis on pedestrian-oriented environment (p. 12 A.4.1.1); and
3) To implement the Plan of Conservation and Development to "Modify plans for Reed-Putnam Parcels 1, 2, and 4 as amended" (A.6.1.1, p. 13); and
4) To implement the Plan of Conservation and Development to "Encourage retail/cultural development within the Reed-Putnam Design District and at the South Norwalk Intermodal Pulse Point to create a critical mass of activity with the Maritime Aquarium and the Washington Street Historic District" (D.7.1.2, p.33); and

BE IT FURTHER RESOLVED that notice of this action be forwarded to the Norwalk Zoning Commission.

Thank you for referring this application to the Planning Commission. If you have any questions regarding the above action, please do not hesitate to call me at (203) 854-7780.

Very truly yours,

Dorothy Wilson
Senior Planner

May 16, 2017.

AMENDMENT #5 TO LAND DISPOSITION & DEVELOPMENT AGREEMENT

THIS Amendment #5 to Land Disposition & Development Agreement (**"Amendment #5"**), is made as of the ___ day of _____, 2017 ("Effective Date") by and among the **Norwalk Redevelopment Agency ("Agency")**, **The City of Norwalk, Connecticut ("City")** and **Norwalk Land Development, LLC ("Redeveloper")**.

WITNESSETH:

WHEREAS, the Agency, the City and French Norwalk LLC ("French") were parties to a certain Land Disposition & Development Agreement dated as of December 15, 2000, and executed on May 7, 2001 (the "LDA"), pertaining to real property designated as Disposition Parcels 1, 2 and 4 in the Reed Putnam Urban Renewal Area (the "Urban Renewal Area"), as shown and depicted in the "Urban Renewal Plan for the Reed-Putnam Area, Norwalk, Connecticut (Amended and Restated)" ("Urban Renewal Plan" or "Redevelopment Plan") approved by the Agency on December 17, 1997 (further amendment approved March 24, 1999 and October 29, 2015), and by the Common Council of the City on February 10, 1998 (further amendment approved April 13, 1999 and October 27, 2015); and

WHEREAS, the LDA was amended by "Amendment #1 to Land Disposition & Development Agreement", dated December 31, 2001, among the Agency, the City and French, recorded on September 9, 2005, in Volume 5958 at Page 175 of the Norwalk Land Records; and

WHEREAS, the LDA was amended by "Amendment #2 to Land Disposition & Development Agreement", dated October 6, 2005, and recorded on October 7, 2005, in Volume 5992 at Page 4 of the Norwalk Land Records, whereby French assigned its rights under the LDA to 95/7 Ventures, LLC; and

WHEREAS, the LDA was further amended by "Amendment #3 to Land Disposition & Development Agreement" by and between 95/7 Ventures, LLC, the City and the Agency, dated October 11, 2007 (the "Third Amendment"), and a notice of which was recorded in Volume 6662 at Page 96 of the Norwalk Land Records; and

WHEREAS, 95/7 Ventures, LLC assigned its rights under the LDA to 95/7 Enterprises LLC ("Enterprises") by "Assignment and Assumption Agreement" dated as of February 8, 2013; and

WHEREAS, Enterprises assigned its rights under the LDA to Redeveloper by Assignment and Assumption Agreement, dated November 21, 2013 and recorded November 26, 2013 in Volume 7931 at Page 127 of the Norwalk Land Records, whereby Redeveloper assumed all obligations under the LDA, and conveyed the real property holdings in the Urban Renewal Area to Redeveloper, by deed dated November 20, 2013 and recorded on November 26, 2013, in Volume 7931 at Page 120 of the Norwalk Land Records; and

WHEREAS, the LDA was further amended by "Amendment #4 to Land Disposition & Development Agreement" ("Amendment #4"), dated February 10, 2016, and recorded on February

17, 2016, in Volume 8302 at Page 61 of the Norwalk Land Records; and

WHEREAS, The Urban Renewal Plan was amended in connection with Amendment #4;

WHEREAS, The Redeveloper had requested modifications to the LDA, as amended and this Amendment #5 is intended to set forth the additional amendments to the LDA which have been agreed to by the City, the Agency and the Redeveloper; and

WHEREAS, the Agency approved this Amendment #5 and the amendments contained herein by appropriate Resolution adopted on _____, 2017; and

WHEREAS, the Common Council approved this Amendment #5 and the amendments contained herein by appropriate Resolution adopted on _____, 2017.

NOW, THEREFORE, pursuant to Section 23.14 of the LDA, the parties hereto, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, intending legally to be bound, agree that the LDA hereby is further amended, effective as of the Effective Date, in the following respects:

1. **TERMINOLOGY**.

1.1 Capitalized terms not otherwise defined in this Amendment #5 shall have the same meanings as defined in the LDA or Amendment #4, as applicable. References in the LDA or in this Amendment #5, to "the LDA" or the "Agreement", shall refer to the LDA as in effect prior to the Effective Date.

1.2 The term "Effective Date of Amendment #5 shall mean that the Agency and the Common Council have approved this Amendment #5 and the Agency has approved the Plan Amendment, as the term "Plan Amendment" is defined in Section 5 below, to the Urban Renewal Plan; (a) any periods during which a legal challenge of this documents or the Plan Amendment may be instituted have expired; (b) none of the approvals have been challenged by a third party unrelated to Redeveloper, or if challenged, all such challenges have been fully and finally resolved in favor of Redeveloper, as determined by Redeveloper in its sole and exclusive discretion, with the expiration of any further appeal periods or rights of appeal. If no legal challenge has been commenced, the City and the Agency shall notify the Redeveloper of the Effective Date of this Amendment #5.

2. **INFEASIBILITY**. Paragraph 20 of Amendment #4 is hereby deleted in its entirety and replaced as follows:

> Except in the event of a substantial and material finance crisis, the City, the Agency and the Redeveloper hereby agree that notwithstanding the provisions of Article XVI of the LDA, the Redeveloper may not be relieved of any obligation to perform under the LDA as modified by this Amendment #5. The Project shall at all times remain Mixed Use, which term shall have the same meaning set forth in the Urban Renewal Plan, which for the avoidance of doubt, means a project that incorporates a Public Realm component, as

set forth in the Urban Renewal Plan, and one other use of either retail, hotel, office, or residential. The provisions of this Section 20 shall be subject to Section 18.13 (Force Majeure) of the LDA.

3. **SUBSTITUTION OF USE/REVISED CMSP**. Annexed hereto as Schedule A is a revision and replacement of the Conceptual Master Site Plan ("CMSP") that originally appeared in Exhibit I to the LDA, which reflects elimination of the hotel and uses in accordance with revised Attachment Seven to Amendment #4 as set forth in Section 4 below. All references to Exhibit I in the LDA, to Attachment Two in Amendment #3 to the Land Disposition & Development Agreement, and to Attachment 4 - Revised Exhibit I in Amendment #4 shall refer to the CMSP attached as Schedule A hereto.

4. **REVISED ATTACHEMENT 4**. Annexed hereto as Schedule B is a revision to Attachment 4 to Amendment #4, "Connectivity Plan," in which the "Connectivity Plan" therein is hereby deleted and replaced with a revised Connectivity Plan.

5. **REVISED CHART OF APPROVED LAND USES**. Annexed hereto as Schedule C is a revision to Attachment 7 to Amendment #4, which deletes the requirement that "A Minimum of Two Land Uses in Addition to Public Realm Are Required In Any Development" and defines Mixed Use as Public Realm and one other additional use of either retail, hotel, or office, or residential.

6. **AMENDMENT OF URBAN RENEWAL PLAN**. The Redeveloper consents to amendment of the Urban Renewal Plan ("Plan Amendment") attached as Schedule D to this Amendment #5 and references in the LDA and this Amendment #5 to the Urban Renewal Plan shall refer to the Urban Renewal Plan as so amended.

7. **APPROVALS AND TIMING.**

7.1 Paragraph 8.1 of Amendment #4 is deleted in its entirety and replaced as follows:

"As of the Effective Date, the Redeveloper has filed with the Zoning Commission complete applications and/or requests for the Zoning Approvals specifically applicable to the Improvements as revised, including any approvals from Governmental Authorities having jurisdiction over the Project, including but not limited to the Agency, that are prerequisite to final action by the Zoning Commission. Such application or applications may be appropriately divided and appropriately sequenced. A complete application shall be defined as those items required by the Norwalk Planning & Zoning Department."

7.2 Paragraph 8.4 of Amendment #4 is hereby is deleted in its entirety and replaced as follows:

"Redeveloper shall complete the Improvements by the 'Improvements Completion Date' which shall be thirty eight (38) months from May 10, 2017, the Improvements Commencement Date. The Improvements shall be deemed complete for purposes of the Improvements Completion Date upon issuance of a temporary certificate of occupancy with respect to the mall depicted on the CMSP, as revised. Any reference in the LDA to the term

"Phase I Completion Date" shall be deleted and the term "Improvements Completion Date" shall be inserted in lieu thereof.

7.3 Paragraph 8.6 of Amendment #4 is hereby deleted in its entirety.

8. **PERMITTED PROJECT USES**. Paragraph 15 of Amendment #4 is hereby deleted in its entirety and replaced as follows:

Notwithstanding anything to the contrary set forth in the LDA, an aggregate of no more than six percent (6%) of the Gross Leasable Area of the Project may be operated as one or more restaurants during the period beginning on the Effective Date and ending on the date that is ten (10) years following the Improvements Completion Date. For purposes of this provision, "Gross Leasable Area" shall mean the total floor area designed for tenant occupancy and exclusive use, including any basements, mezzanines, or upper floors, but does not include common space or; seasonable outdoor space. For the purposes of this provision, "restaurant" shall be defined as any tenant within the Project that sells, as its primary business, any type of food and beverage to be consumed within the Project and which has a liquor permit or otherwise serves liquor, wine and beer to customers.

9. **MALL CLASSIFICATION.** Paragraph 16 of Amendment #4 is hereby deleted in its entirety and replaced as follows:

"It is the understanding of the parties that the Redeveloper shall maintain major anchors of high quality, which includes high quality anchor tenants located in regional shopping centers as further defined as Class A Malls herein, including but not limited to high-end department stores, high-end entertainment concepts, high-end fitness centers, high-end or specialty grocers and high-end furniture stores, for a minimum of fifteen (15) years. The Redeveloper agrees that for a period of ten (10) years after issuance of a final certificate of occupancy, it shall not dispute the City tax assessor from considering the Project at a minimum as a Class A Mall for assessment purposes. A "Class A Mall" shall be defined as the dominant retail property in a metropolitan market, with two or more major anchors, and at least $425 per square foot in retail sales. The Redeveloper hereby acknowledges that as of the date of this Amendment #5, it anticipates that the anchors of high quality are expected to be Nordstrom's and Bloomingdales."

10. **EXACTIONS**. There is hereby added a new subparagraph to Section 9 of Amendment #4 that shall read as follows:

"In furtherance of providing a Mixed Use project as defined herein, the Redeveloper shall make a one-time payment to the City of Three Million Five Hundred Thousand and 00/100 ($3,500,000.00). The payment shall be made by the Redeveloper within the (10) days of the Final Land Use Approval."

11. **MISCELLANEOUS**.

11.1 The Agency and the City represent to Redeveloper that to the best of their knowledge, this Amendment #5 and the Urban Renewal Plan modification adopted in connection with this

Amendment #5 have been duly and validly reviewed, approved and adopted by all requisite action on the part of the Agency and the Common Council and by any and all other local Governmental Authorities having jurisdiction thereof.

11.2 Nothing in this Amendment #5 shall modify the fact that the payment due from the Redeveloper to the City as set forth in Amendment #4 Section 12 ($1,022,500.00 Easement consideration) is currently due and any reference in Amendment #4 indicating that said payment is due upon the Final Land Use Approval is hereby deleted. The Agency acknowledges that the Circulator payment in the amount of $550,000.00 as set forth in Amendment #4 Section 14 has been deposited into the Project Operating Account. The Easement consideration remains due and outstanding. The City will agree to postpone collection of the $1,022,500 Easement consideration until the earlier of: (a) September 1, 2017; or (b) the date that is five (5) business days prior to the issuance of the building permit for the Project.

11.3 Each party hereto by its execution of this document represents to the other that there are, as and of the date hereof, no defaults by either party under the terms, covenants or provisions of the LDA modified hereby and each party acknowledges that the other party relies upon such statement and that each party in making such statement is estopped from asserting any preexisting defaults (i.e., defaults existing prior to the date hereof) including, but not limited to, any allegations of continuing defaults. The parties, by their execution hereof, waive any and all existing and claimed prior defaults. This provision shall not relieve the Redeveloper from making the Easement consideration payment called for in Section 11.2.

11.4 This Amendment #5 is executed within the jurisdiction of the State of Connecticut and the parties agree that the laws of the State of Connecticut shall be applicable to its interpretation and enforcement and each party by its execution hereof does hereby submit to the jurisdiction of the courts in the State of Connecticut or the United States District Court sited within the State of Connecticut for the resolution of any and all disputes hereunder.

11.5 Each party executing this Amendment #5 does represent to the other that the parties executing on behalf of the City, the Agency and/or the Redeveloper is duly authorized to enter into and execute this Amendment #5.

11.6 This Amendment #5 may be executed in one or more counterparts or copies, each of which when so executed shall be deemed to be an original hereof.

11.7 In the event of a conflict between the terms of the LDA and the terms of this Amendment #5, the terms hereof shall control.

11.8 The covenants, agreements, terms, provisions and conditions contained in this Amendment #5 shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

11.9 The parties hereby ratify and confirm all the terms, covenants and conditions of the LDA, as previously amended, that are not expressly modified by this Amendment #5, and that all

the terms, covenants and conditions not modified herein remain unchanged and in full force and effect.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]
[SIGNATURES AND ACKNOWLEDGMENTS ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth next to the name of each, intending it to be legally effective and binding as of the date set forth at the beginning of this Agreement.

Signed, Sealed & Delivered
in the presence of:

WITNESSES:

CITY OF NORWALK, CONNECTICUT

_____

By _____
Harry Rilling, Its Mayor

_____

WITNESSES:

NORWALK REDEVELOPMENT AGENCY

_____

By _____
Felix R. Serrano, Its Chairperson

_____

WITNESSES:

NORWALK LAND DEVELOPMENT, LLC
By: GGPLP Real Estate, Inc., its sole member

_____

By: _____
Authorized Signatory

_____

PRELIMINARY DRAFT

STATE OF CONNECTICUT)
) ss. Norwalk
COUNTY OF FAIRFIELD)

On this the ___ day of _____, 2017, before me, the undersigned officer, personally appeared Harry Rilling, who acknowledged himself to be the Mayor of the City of Norwalk, Connecticut, a municipal corporation, and that he as such Mayor, being authorized so to do, executed the foregoing instrument as his free act and deed for the purposes therein contained, by signing the name of the corporation by himself as Mayor thereof.

_____
Commissioner of the Superior Court

STATE OF CONNECTICUT)
) ss. Norwalk
COUNTY OF FAIRFIELD)

On this the ___ day of _____, 2017, before me, the undersigned officer, personally appeared Felix R. Serrano, who acknowledged himself to be the Chairperson of the Norwalk Redevelopment Agency, a municipal agency, and that he as such Chairperson, being authorized so to do, executed the foregoing instrument as his free act and deed for the purposes therein contained, by signing the name of the municipal agency by himself as Chairperson thereof.

_____
Commissioner of the Superior Court

STATE OF CONNECTICUT)
) ss. Norwalk
COUNTY OF FAIRFIELD)

On this the ___ day of _____, 2017, before me, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of GGPLP Real Estate, Inc., which is the sole member of Norwalk Land Development LLC, a limited liability company, and that he as such Manager being authorized so to do, executed the foregoing instrument as his free act and deed for the purposes therein contained, by signing the name of the company by himself as Manager thereof.

_____
Commissioner of the Superior Court

PRELIMINARY DRAFT

Schedule A
Replaced Exhibit I to LDA (CMSP)

PRELIMINARY DRAFT

Schedule B

Revision to Attachment 4 to Amendment #4, "Connectivity Plan,"

Schedule C

Revised Attachment 7 to Amendment #4 to LDA – Chart of Land Use Volumes

PARCELS 1, 2 AND 4 OF THE REED PUTNAM URBAN RENEWAL PLAN

Recommended Scale and Density of Development (2015)

Site Area Calculations	FAR	Land Area			
Parcel 1&2	2.0	448,394 SF			
Parcel 4	2.0	123,883 SF			
TOTAL	2.0	572,227		1,144,454	
		572,227	**Minimum Allowable Development 700,000 SF Plus Parking**	**Maximum Allowable Development 1,144,454 SF Plus Parking**	**Maximum Height 200 FT Minimum Height 60 FT**

Currently Approved CMSP

Overall Project	Units	Area	Parking	Comments
Retail		125,000		
Office		601,000		
Residential	250	317,000		
Hotel	145	101,000		
Parking Spaces			2,474	
TOTAL	395	1,144,000	2,474	

Currently Approved Land Uses and Volumes (2007)

Office	475,000 – 625,000 SF
Retail	75,000 – 125,000 SF
Residential	250 – 350 Units
Hotel	60,000 - 110,000 SF
Affordable Housing	15% of Residential Units
Public Cultural	2-4%

Recommended Approved Land Uses and Volumes (2015)

Office	85,000 – 625,000 SF of Class A Office
Retail	75,000 – 750,000 GLA (Definition Attached) 10% Maximum Allocation to Restaurant Uses, Anchors of High Quality
Residential	60 – 350 Units 15% Affordable
Hotel	85,000 - 175,000 SF Minimum 150 Rooms, With Upscale Facilities

Required Public Realm (Definition Attached)	5% of Total Development Square Footage, City/Redevelopment Agency Approval Of The Specific Improvements
Institutional (Optional not one of mixes of uses on the site)	5,000 – 25,000 SF
Parking **(Not a Use)**	As Required by Zoning for a Mixed Use Retail Shopping Center Development
Required Mixed Use	Public Realm and One additional use of either Hotel, Office, Residential, or Retail

Schedule D
URP Amendment

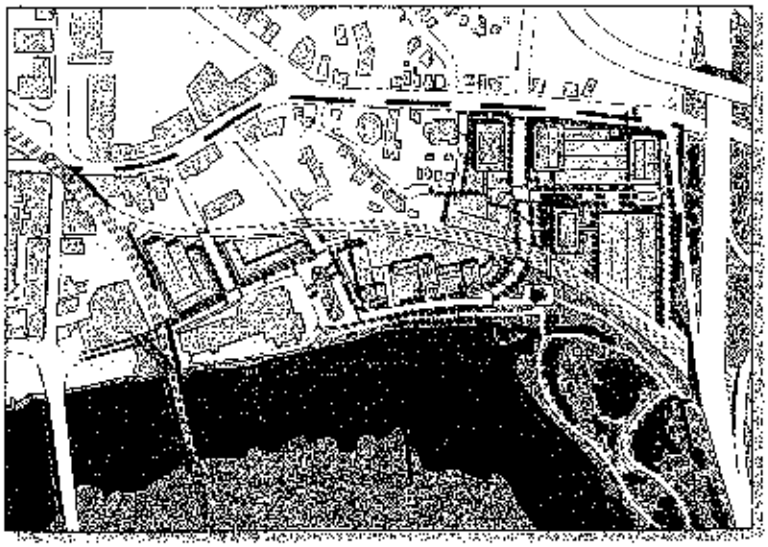
Urban Renewal Plan for the Reed Putnam Area Norwalk, Connecticut

(As Amended and Restated)

Approved by the Norwalk Redevelopment Agency
(December 17, 1997)

Approved by the Norwalk Common Council
(February 10, 1998)

Modified as approved by
The Norwalk Common Council _____, 2017
The Norwalk Redevelopment Agency_____, 2017



Prepared for the Norwalk Redevelopment Agency

By
Cecil & Rizvi, Inc.
376 Boylston Street

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1. Introduction

The *Urban Renewal Plan for the Reed Putnam Project Area* was initially approved in 1983. Since that time there have been significant changes in the regulations pertaining to environmental controls on development, as well as in the regional economy affecting the area real estate markets. The original Plan has been revised and restated herein to provide a better fit between the goals of the community and the development opportunities available. This includes not only matching development parcels with prospective users, but also a better articulation of objectives relating to urban design and landscape requirements, in order to ensure development of a high quality environment consistent with the long term planning goals of the City of Norwalk.

1.1. Scope of Revisions

In general, the overall approach and structure of the original Plan as established by State statute have been maintained. However, changes have been introduced to the parcelization patterns, land use plan, urban design guidelines, and regulations on development. These revisions are intended to capitalize on the current development potential of the area without losing sight of the general objectives originally identified by the Plan, and the best interests of the City. Since the enactment of the most recent modifications, there have been significant improvements made in the Plan area that have yet to be adequately reflected in the governing document, as well as regulatory and statutory changes pertaining to development advanced by an Urban Renewal Plan, and changes in the regional economy as it relates to real estate markets and development. This Amendment Recognizes that there are three development Parcels which remain to be developed in the Plan area; Parcels 1, 2 and 4, and amendments are desirable to articulate proper objectives relating to those Parcels.

These latest revisions are intended to relate only to Parcels 1, 2 and 4 in the Plan area, as they are the remaining primary sites for development. All other Parcels shall continue to be regulated by the Plan in effect at the time the Parcels were developed.

1.2. Goals and Objectives

The general objectives identified by the original Plan remain valid as today's goals. They are:

- Create development opportunities for an appropriate mix of uses, including office, retail, residential, hotel and non-profit institutions.
- Increase the tax base of Norwalk.
- Enhance public access to and enjoyment of the Norwalk waterfront.
- Increase housing opportunities for the residents of Norwalk.
- Increase employment opportunities for the residents of Norwalk.

In order to better further the long-held and articulated goals and objectives of the

Plan, the following clarifications are stated: With respect to Parcels 1, 2 and 4, it should be understood and agreed that the objectives shall be deemed to require:

- A mixture of not less than three approved uses, including Public Realm
- Inclusion of a strong public infrastructure element to promote connection to the Norwalk waterfront and Washington Street
- A requirement that not less than 10% of the units of any housing built be deemed affordable to a standard acceptable to the Redevelopment Agency. Such requirement stands regardless of the applicability of the City's Workforce Housing Zoning regulation. The inclusion of meaningful job training and job placement activities, advancing long-term employment opportunities by negotiated agreement with the Redeveloper.

Additional planning and design objectives to be accomplished through the Plan include the following:

- Identify solutions to the traffic and parking issues generated by new development. To further enhance appropriately sized parking facilities proposed, plans shall follow market standards for the number of spaces required and the size of parking facilities, and elements thereof, such as lane widths, stall size and screening of garages and the Agency ascribes to the Zoning Commission the determination of the parking requirements and standards for new developments occurring on said Parcels.

  Parking becomes a significant determinant of the amount of development and the quality and value of the overall district. The revised plan establishes realistic parking volumes that will be required for the various use types, examines how the cost of accommodating this parking will result in design strategies by prospective developers, and defines measures to mitigate the resulting traffic impact on the area.

- Consider visibility and views from the different development parcels, as well as views of the project area both from I-95 and the local streets.

  Highway identity is an important consideration for many developers and users. The views from the development parcels are also important. Upper level views towards Long Island Sound, the SoNo historic commercial district, and the hillsides that frame Norwalk will be important attributes of each site. The Plan will serve to maintain and enhance important public view corridors to the River, the new Heritage Park, and other amenities.

  With respect to Parcels 1, 2 and 4, it is recognized that important public view corridors do not exist and views to other important attributes, as stated above, will primarily be limited to the upper floors of proposed buildings.

- Promote a high-quality urban environment.

  The Reed Putnam area constitutes a unique opportunity for the City of Norwalk to extend along the waterfront the particular downtown character and livability that already make it special. The revised Plan provides a framework to ensure that new development fits appropriately into the area, positively contributing to its overall urban qualities. New development on Parcels 1, 2 and 4 shall appropriately integrate into the existing built environment and positively contribute to the City's urban aesthetics.

2. Plan Summary

2.1. Existing Conditions

The Reed Putnam Project Area consists of approximately 70 acres strategically located in the immediate vicinity of South Norwalk, the attractive SoNo historic commercial district, and the Norwalk River (See Figure 1, Existing Conditions and Development Context, and Appendix A, Project Area Boundaries,) In addition, its convenient location adjacent to the intersection and access ramps of major vehicular transportation routes, such as I-95 and US Route 7, makes it a natural site for the future development of higher density uses typical to downtown areas.

The Project Area is divided in two sections by the Danbury Branch Railroad, which runs north-south parallel to the river. The area located to the East of the rail line, originally a waterfront, industrial district and landfill, has been progressively redeveloped over the past twenty two years with institutional, multi-family residential, office, commercial/retail and public recreational uses.

To the west of the rail line, a change of use and character is evident along North Main Street and West Avenue. Close to Washington Street, uses are predominantly multi-family residential, commercial /retail, with several institutions located along West Avenue. In the Pine Street neighborhood, old industrial buildings have been successfully renovated and converted into market rate apartments. Approaching the I-95 and Route 7 interchange to the north of Pine Street, land was cleared for development a decade ago, but private development fell victim to market forces and the great recession. The Redevelopment Agency seeks to more efficiently advance development on this portion of the plan area known as Parcels 1, 2 and 4, via this amendment.

2.2. Preservation and Redevelopment

Given the existing conditions and development context of the Reed Putnam area, two distinct strategies have been identified for urban renewal: preservation/rehabilitation and redevelopment.

The area located between the Danbury Branch Railroad and West Avenue, from Washington Street to Pine Street is designated as most appropriate for preservation/rehabilitation (See Figure 2, Preservation Area and Redevelopment Parcels.) Uses here are fairly consolidated, and renovation initiatives have been consistently taking place at a small scale. New development in this zone will likely occur on an infill basis, building by building.

The area immediately adjacent to the most northern end of North Water Street and West Avenue, development Parcels 1, 2 and 4, located between West Avenue and the Danbury Branch Railroad, are the primary sites remaining in the plan area for significant redevelopment activity. The vacant property in this area has been made ready for development consistent with the plan objectives and relative to its location adjacent to I-95 and the Norwalk River.

An analysis of the existing conditions of these Parcels at the intersection of I-95 and Route 7 indicates that these Parcels remain in a blighted substandard physical and economic condition relative to their location and proximity to major regional transportation corridors, their environmental condition and lack of any economically contributing activated use. Additionally, it has been determined that these sites can accommodate development in accordance with the approved land uses and volumes referenced in Appendix C.

2.3. Illustrative Site Plan

An analysis of the existing conditions indicates that the parcels close to the intersection of I-95 and Route 7 are appropriate sites for office use, given their location and accessibility. The parcels located east of the Danbury Branch Railroad line are more appropriate for uses complementary to the recreational and institutional character of the waterfront, such as hotel and residential, retail, public realm and mixed use.

Figure 3, Illustrative Site Plan, represents the preferred development plan in terms of massing and location of buildings. It shows a mixed use development consisting of retail, hotel and public realm on Parcels 1, 2 and 4, located to the west of the railroad line. The sites across North Water Street from the Maritime Aquarium would be redeveloped for mixed use (office, residential, retail, and parking for Maritime Aquarium users.) Uses for each of the redevelopment parcels identified in the previous section are the following:

Use	Parcel(s)
Mixed Use	1, 2, 4
Hotel, residential	3
Mixed Use	5, 6

A detailed description of the program of uses assumed as a basis for this Site Plan is included in Appendix B, Preferred Development Program.

2.4. Vehicular Circulation

Certain infrastructure improvements will be essential to accommodate the proposed development within the Plan. In particular, improved vehicular and pedestrian circulation throughout the Project Area will be necessary. Some improvements may be required prior to construction on key development parcels, while others may be constructed as part of each parcel's development program.

The construction of a new Riverside Drive and Esplanade walkway along the waterfront are critical elements to the circulation plan. Additionally, a new Reed Street extension and railroad underpass connecting Putnam Avenue to Riverside Drive provide improved access to Parcels 3, 5, 6, and the Maritime Aquarium. It should be noted that references to "Reed Street extension" or "Reed Street" shall be interpreted to mean North Water Street.

The realignment of Putnam Avenue is proposed to maximize the development possibilities of the adjacent parcels. On the south side of Reed Street, a segment of Putnam Avenue and the adjacent parcels are combined into a single development site (Parcel 4), since each of the separate lots by itself would be too small to allow for substantial development volumes and the necessary ancillary parking. An extension from Pine Street to West Avenue is proposed, in order to preserve traffic and fire access to the neighborhood. It is explicitly noted that if development proceeds under the currently proposed CMSP, as amended, that Putnam Avenue north of North Water Street will not be constructed and that only the combined area of Parcels 1, 2 and 4 as well as the areas above the newly constructed North Water Street would be large enough to allow the development volumes, public realm, and the necessary ancillary parking as depicted on the CMSP, as amended. It is explicitly noted that while development may proceed over North Water Street, except for temporary closure due to construction or maintenance, vehicular traffic and pedestrian passage shall at all times be maintained on North Water Street.

The Plan also calls for a realignment of North Water Street within the boundaries of the Project Area, to increase the amount of open space available and facilitate pedestrian circulation in front of the Maritime Aquarium. The preservation of Marshall Street as an important vehicular and pedestrian access to the waterfront, open to traffic, is recommended.

2.5. Traffic Mitigation and Control

Development on Parcels 1, 2 and 4 in the Reed Putnam area and the necessary parking volumes will significantly affect traffic patterns and flows through the area. This issue has been documented by previous traffic studies both public and private.

The increase in traffic volume at certain intersections due to new development may be considerable during peak hours, in particular at the intersection of West Avenue, North Water Street, and the I-95 Northbound On-Ramp.

In planning for such traffic, the following actions have long been proposed and have now been completed by the Redevelopment Agency:

- The northbound access ramp to I-95 now allows for control of exiting traffic from the Reed Putnam area through signalization and queuing along West Avenue. The ramp has been widened to accommodate a dedicated lane of traffic entering onto the ramp. The construction of an additional northbound lane on West Avenue from Reed Street to the I-95 Northbound On-Ramp, with an additional dedicated right hand turn onto the ramp to expedite the exiting traffic volumes generated during peak hours has been completed.

- The I-95 Exit 15 (southbound) ramp has been improved to accommodate two lanes of traffic exiting onto West Avenue (southbound) in addition to existing northbound lane, together with necessary signalization adjustments to reflect increased volumes associated with the potential new development.

Crescent Street has been closed to general traffic at Science Road, maintaining its

right-of-way east of Putnam Avenue for fire and emergency access only. Thus it directs all traffic exiting the new developments to use North Water Street and West Avenue in order to reach the I-95 intersection, increasing the queuing capacity for northbound traffic and allowing multiple opportunities to provide traffic control points. By maintaining the current location of the I-95 Northbound On-Ramp, a portion of the vacated Crescent Street right-of- way was utilized to enable greater traffic volumes to enter onto the ramp. Notwithstanding the above provision, nothing shall prevent the construction and use of internal drives in the general location of Crescent Street, provided that no such drives shall intersect with West Avenue at the northerly portion of Parcel 1, and nothing shall prohibit the use of Crescent Street at the northern border of Parcel 2.

- Additional improvements at the intersections of Butler/Crescent and Butler/West in addition to improved access to I-95 southbound from West Avenue have been completed.

- North Water Street was widened to four lanes coming into West Avenue in order to accommodate exiting traffic from the major redevelopment Parcels.

- Pine Street extension has been constructed, and the existing Pine Street right-of-way has been upgraded to establish a width of 25 feet and to provide sidewalks.

- Overflow parking for the Maritime Aquarium and Heritage Park on weekends is directed towards the new parking garage. In order to maximize parking opportunities throughout the Reed Putnam district, it remains important to provide for shared parking in new and existing facilities among complementary uses, wherever possible

2.6. Phasing Considerations

Redevelopment of the Reed Putnam area will occur in response to market conditions and the interests of particular sectors at a specific time. However, a few general assumptions can be made about phasing: Development of Parcels 1, 2 and 4, the last remaining major Parcels in the Plan area should be encouraged to be undertaken as a single phase development.

2.6.1. Infrastructure Improvements

Some of the proposed infrastructure improvements will be necessary before redevelopment can take place, or at least should be under construction concurrently with the development of the adjacent parcels. Such is the case for Riverside Drive and the waterfront Esplanade, the proposed Reed Street extension and viaduct, and the proposed realignment of Putnam Avenue and closing of Crescent Street. Additional off-site improvements will be required along West Avenue in the form of a dedicated right turn lane, and improved on-ramp highway access for both north and south bound I-95 traffic.

2.6.2. Mixed Use Developments

Development of Parcels 1 and 2 could happen in any sequence, at the same time, or combined in one project. The reconstruction of Putnam Avenue and widening of Reed Street and West Avenue needs be scheduled in accordance with the development on these parcels.

Development of Parcel 4 could take place independently of Parcels 1 and 2, but construction of the proposed Pine Street extension should occur simultaneously with development on Parcel 4 in order to ensure that access to the surrounding neighborhood remains continuously available.

Notwithstanding the above, the current CMSP, as amended, depicts a single phase, mixed use development consisting of a minimum of a regional shopping mall containing approximately 700,000 square feet of Gross Leasable Area (equal to approximately 960,000 gross square feet of floor area), approximately 3,000 parking spaces, and approximately 50,000 square feet of public realm. Should development proceed in accordance with the CMSP, as amended it is noted that the reconstruction of Putnam Avenue will not be necessary and construction will take place above North Water Street; provided, however, except during periods of construction and/or maintenance, nothing shall prohibit the free flow of vehicular and/or pedestrian passage along North Water Street.

2.6.3 Maritime Aquarium Area.

The construction of a parking facility for visitors to the Maritime Aquarium must be completed before adjacent parcels, currently used for public parking, become available for redevelopment. The proposed realignment and reconstruction of North Water Street should be scheduled concurrently with development of Parcels 5 and 6.

The proposed hotel on Parcel 3 cannot be built until alternative parking for the Maritime Aquarium is available.

3. Land Use and Controls

3.1. Land Use Plan

Only three primary development Parcels (Parcels 1, 2 and 4) containing approximately 12 acres remain in the plan area for redevelopment. The large size of these combined Parcels is expected to allow for development volumes within a range consistent with approved land uses and volumes attached in Appendix C subject to the market trends for office, retail, hotel, multi-family

residential and public realm development.

The recommended development volumes for these Parcels are generally consistent with the levels allowed under current zoning regulations.

Approved Uses	Approved Volumes
Class A Office	85,000-625,000 SF
Retail	75,000 – 750,000 GLA 10% Maximum Restaurant Use Anchors of high quality
Residential	60 -350 Units 15% Affordable
Institutional	5,000 -25,000 SF
Hotel	85,000 -175,000 SF 150 Rooms Minimum
Public Realm	5% of total development SF
Parking	As required by Zoning for a Mixed Use Retail Shopping Center Development
Mixed Use	Public realm and One additional use of either Hotel, Office, Residential, or Retail

3.1.1. Commercial

The principal commercial use is for business, professional, or government offices. Accessory retail, not to exceed 5 percent of the office development allowed on a parcel, may include personal service stores (such as barbershops, beauty salons, and shoe repair shops), banks, travel agencies, restaurants and coffee shops, stationery stores, bookstores, tobacco stores, and newsstands. Transportation terminals designed as an integral part of a structure containing one or more other permitted uses may be allowed as an accessory use, subject to approval by the Redevelopment Agency. Accessory parking is to be provided in structures conforming to the controls and guidelines described in Section 3.5, Land Use Controls and Chapter 4, Urban Design Guidelines of this document.

3.1.2. Combined Hotel and Residential Uses (Parcel 3)

Hotel use shall be for a first-class full service hotel with accessory parking and support facilities. Such uses are proposed to be combined with residential use as part of the same development, but not necessarily sharing the same structure, building, or location within the site. The purpose of combining hotel and residential uses is to achieve a higher utilization of the only site with premium access and views of the waterfront for visitors and Norwalk residents, as well as to create economies of scale that may result from the combination of two compatible uses.

3.1.3. Mixed Use (Parcels 1, 2, 4, 5 and 6)

Mixed used is intended to foster a diversity of compatible land uses within a single development parcel or structure. The result of a mixed use project shall be to more effectively utilize a parcel or structure to achieve the stated goals of the urban renewal plan. Permitted uses may include retail, restaurant, entertainment, public realm, residential, office, institutional and parking. Such uses may be organized in combination with one or more of the permitted uses and accessory parking as

required by the Norwalk Zoning Code. In all mixed use projects a minimum of 30 percent of the ground floor area shall be devoted to retail or institutional use, while residential uses shall be limited to the floors above the first floor.

With respect to Parcels 1, 2 and 4, transportation terminals designed as an integral part of a structure containing one or more other permitted uses may be allowed as an accessory use, subject to approval by the Redevelopment Agency. Accessory parking is to be provided in structures conforming to the controls and guidelines described in Section 3.5. Land Use Controls, and Section 4, Urban Design Guidelines, of this document. Additionally, permitted uses on Parcels 1, 2 and 4 shall include hotel, provided that all lodging rooms connected with the hotel shall be limited to the floors above the first floor.

3.2 Development Parcels

Six major development parcels, ranging in size from approximately 1.3 to 4.4 acres, are identified within the area proposed for "Redevelopment." The large size of these parcels is expected to allow for development volumes within a range consistent with current market demands for office, hotel and residential development.

The recommended development volumes for these parcels are generally consistent with the levels allowed under current zoning regulations. They are as indicated in Figure 5, Major Development Parcels, and Appendix C, Preferred Development Volumes.

Whenever appropriate for reasons of market and land use efficiencies, certain of the proposed parcels may be combined to form an even larger site. In particular, Parcels 1, 2 and 4 together with the area above North Water Street could be developed together as a large, mixed-use project, although public access and use of North Water Street should always be maintained; Parcels 5 and 6 could be developed at the same time or as complementary phases of the same project, although public access and use of Marshall Street should always be maintained.

3.3 Streets and Parks

Figure 6, Streets and Parks, illustrates the proposed roadway alignments and parks for the Reed Putnam Project Area. Major public recreational areas and open space are concentrated along the waterfront, as a result of the construction of the Heritage Park and Esplanade, and the expansion of the Maritime Aquarium. References in this document, including any of the figures attached hereto, to Putnam Avenue, are made with the express understanding that the Developer of Parcels 1 and 2 may, in its discretion, eliminate that proposed street.

The proposed roadway alignments have been set for the Reed Putnam Project Area and for the most part the remaining primary development Parcels, Parcels 1, 2 and 4. The Plan's major public recreational areas and open space are concentrated along the waterfront, as a result of the construction of the Heritage Park, Oyster Shell Park and the Esplanade, and the expansion of the Maritime Aquarium. Connections to and from these recreational amenities via new development on Parcels 1, 2 and 4 is highly encouraged.

3.4 Landscaping Plan

A sequence of wide sidewalks and landscaped sitting areas is proposed to connect West Avenue to the Maritime Aquarium along Reed Street and Riverside Drive (See Figure 7, Open Space Concept.) Sidewalks, tree lined (except where located beneath a building), 8 to 12 feet wide along West Avenue, Reed Street, Riverside Drive and North Water Street, are an important feature of the plan.

The pedestrian connection between the Maritime Aquarium and SoNo via Ann Street and development Parcels 1, 2 and 4 should be emphasized by incorporating wide sidewalks and measures to slow traffic speeds on North Water Street.

Tree lined sidewalks of 12 feet wide along West Avenue and 8 ft. wide along North Water Street, is an important feature of the plan. Ancillary streets will have a minimum width of six feet.

Landscaped open spaces, while privately owned and maintained, are to be made accessible to the public. In particular, pedestrian sitting areas partially shaded by trees are planned at the intersection of North Water Street and curb cuts leading to and from Parcels 1, 2 and 4. Additionally, it is envisioned that development on Parcels 1,2 and 4 can activate connections from the development site to the waterfront and its recreational amenities by providing for and maintaining street furniture, wayfinding and street art of visual interest along North Water Street and in proximity of the recreational amenities. In these areas and along sidewalks, trees should be planted that are proportional to those already planted in the area. The tree species should be appropriately integrated to provide a sense of variety. A street tree plan which identifies the tree species, its proportions, planting environment and maintenance plan is to be submitted to the Redevelopment Agency for its approval as is any landscaping plan that directly abuts the public right of way.

3.5 Land Use Controls

In addition to the previous sections, land use and development in the Reed Putnam area shall conform to the dimensional requirements indicated in the following diagrams:

Figure 9. Maximum Building Heights

Figure 10. Setbacks and Build-to Lines

Figure 11. Curb Cut Zones

Figure 12. Easements and Public Rights-of-Way

An existing utilities easement running across Parcel 2 could be negotiated subject to approval by the City, if the existing utilities are rerouted around the parcel, making use of the abandoned Crescent Street right-of-way.

In addition to the previous sections, land use and development on Parcels 1, 2 and 4 in the Reed Putnam area shall conform to the dimensional requirements of the Reed Putnam Design District Subareas A and/or B either existing or as so amended

by zoning: Existing schedule of height and bulk of buildings in the Reed Putnam Design District is attached in Figure 9, Maximum Building Heights.

4. Urban Design Guidelines and Specific Design Guidelines for Reed Putnam West Parcels 1, 2 and 4

The following urban design guidelines are intended as criteria to guide and orient the development on each parcel during the project design and design review process, in order to ensure that the desired image and high quality of environment are achieved throughout the Project Area.

These guidelines are organized in four sections: buildings (meaning structures dedicated to the primary use of the site,) parking (meaning parking areas or structures devoted to parking,) landscaping, and signage.

4.1 Buildings

4.1.1. Orientation

New buildings should be oriented with their wider elevation preferably facing South, in order to take advantage of sun exposure and the excellent views of Norwalk Harbor and Long Island Sound that would be available from the upper floors.

4.1.2. Location within the Site

Buildings should be located close to the street and public pedestrian areas. The primary facades, including the main entrance to the building, should relate to the public pedestrian areas or the street. Buildings should not be located to the rear of the parcel or next to railroad tracks.

4.1.3. Relationship to Parking

Buildings should be set back from parking structures, or partly located on top of parking garages. In this case, the building structure should be associated with the parking structure in such a way that only a portion of the building floor plate is used for parking on the lower floors. A minimum of half the floor plate (50 percent) of the lower floors of the building should be dedicated to a permitted use other than parking. Buildings located on top of parking garages, in which the lower floors are exclusively used for parking, shall not be allowed.

4.1.4. Access

Primary access to buildings should be from the street or landscaped areas accessible to the public. Secondary access should be provided from parking garages.

4.1.5. Setbacks

The minimum setback from the street, to be measured from the curb, should be as indicated in Figure 10, Setbacks and Build-to Lines, for each parcel. A minimum setback of 30 feet from parking garages or other buildings should be maintained, except when the building and parking structures are combined as described in Guideline 4.1.3, Relationship to Parking.

4.1.6. Materials and Colors

Building materials should include brick, stone or masonry cladding on their exteriors, particularly in the vicinity of the Maritime Aquarium. The lower floors of the building should be finished with a masonry base at least 3 stories high from the ground level, modulated with openings and design details that relate to the structural organization of the building. A more individual expression through the use of setbacks, recesses, balconies, rooftops, and different materials is encouraged for the upper floors. Warm colors and earth tones are recommended. Bright color accents may be allowed subject to review by the City authorities. Bronze mirror curtain wall or the extensive use of glass curtain wall at every floor of the building are not allowed.

4.1.7. Architectural Character

Building design should be responsive to the context, specifically, the particular geographical and landscaping features of the surrounding area, the main views towards and from the building itself, and the adjacent landmark buildings. It should not mimic, but be in consonance with the character of the existing downtown and SoNo district.

4.1.8. Electrical and Mechanical Equipment

All electrical and mechanical equipment, except electrical transformers, should be located inside the buildings. HVAC systems should be centralized in all new buildings. Rooftops should be architecturally treated in such way that their shape, size and scale would allow for the location of any large mechanical equipment that needs to be on top of the building. No penthouses, rooftop mechanical units visible from the exterior, or window air conditioning units are allowed.

4.2. Parking

4.2.1. Location within the Site

Parking structures should be located towards the rear of the parcel or in the vicinity of the railroad tracks. Prime locations within each parcel should be reserved for primary buildings.

4.2.2. Street Frontage

The total length of parking garage elevations facing a street should not exceed a specified percentage of the street frontage for each parcel, according to the following schedule:

Putnam Avenue:	60 percent maximum
Reed Street:	40 percent maximum
Ann Street:	30 percent maximum
West Avenue:	20 percent maximum
Riverside Drive:	20 percent maximum
Marshall Street:	20 percent maximum
North Water Street:	0 percent
North Main Street:	0 percent

The remainder of the street frontage should be occupied by one or more other permitted uses (commercial, hotel, residential, retail, etc.,) or by landscaped open space as indicated in Figure 8, Landscaping Plan.

4.2.3. Access

Parking access and curb cuts are allowed from secondary roads only, as shown on Figure 11, Curb Cut Zones. Direct access from West Avenue will not be allowed, except in the case of an office "campus" development on Parcels 1 and 2 combined. In this case, access must be provided by a dedicated driveway and controlled by a traffic light properly located between the intersections of Reed Street and the I-95 Northbound access ramp.

4.2.4. Setbacks

The minimum setback from the street for parking structures including underground levels, to be measured from the curb, should be as shown on Figure 10, Setbacks and Build-to Lines, for each parcel. A minimum setback of 30 feet from buildings or other parking garages should always be maintained.

4.2.5. Materials and Colors

Garage exteriors should include brick, stone or masonry details in their design. On elevations facing the street, a masonry cladding consistent in height and design with the masonry base of the primary buildings in the project is recommended. The use of warm and earth color tones is encouraged. Bright color accents may be allowed subject to review by the City authorities.

4.2.6. Architectural Character

The design of garage elevations that would mitigate the impact of large prefabricated elements by means of details or the use of materials (brick, stone or masonry cladding) is highly recommended. The design of the upper level of every parking structure must incorporate landscaping and paving patterns to add visual interest when viewed from adjacent buildings and I-95.

4.2.7. Loading Areas and Dumpsters

Loading and dumpster areas are to be located within the building or parking garage footprint, and towards the rear of the parcel. Adequate space and clearance should be provided for maneuvering of single bodied trucks and WB-50 tractor trailers. As required by the development program. Access and curb cuts are allowed from secondary roads only, as shown on Figure 11, Curb Cut Zones. No access from West Avenue will be allowed.

4.3. Landscaping

4.3.1. Open Space

Open space on each parcel should be visible from the street, except by private residential courtyards or outdoor storage areas if necessary. The use of fences, walls, or continuous hedge plantings on the front property line will not be allowed, except when screening of outdoor uses or site equipment is required. In such a case, every fence or wall facing the street should be setback at least 5 feet from the property line, and the front of the fence or wall should be landscaped with low plantings (See Guideline 4.3.7, Buffering and Screening.)

4.3.2. Planting

A line of trees planted every 40 feet is required along all sidewalks 8 to 12 feet wide, as shown on Figure 8, Landscaping Plan. On 12 feet wide sidewalks, trees should be set back 3 feet from the curb. On 8 feet wide sidewalks, trees should be set back a minimum of 2 feet from the curb. Large, deciduous trees, should be selected from the list of tree species included in Section 3.4, Landscaping Plan of this document. Evergreen trees are recommended for buffering and screening. Flowering trees should be used as design accents, especially in pedestrian sitting areas and landscaped open space accessible to the public. Low plant materials such as shrubs and small trees, preferably of flowering varieties, may be included as desired in the landscaping of each parcel.

4.3.3. Pedestrian Sitting Areas

Landscaped sitting areas for public use should be provided and well maintained at locations indicated in Figure 7, Open Space Concept. These areas should be visible and easily accessible to pedestrians on the street. A "bosk" or canopy of trees providing shade to at least half of the sitting area is recommended.

4.3.4. Materials and Colors

Hard-surface, durable materials and natural colors are recommended as paving materials for sidewalks, walkways and sitting areas. Materials should include brick, granite, cobblestones, concrete pavers, or concrete with significant details and accents in other materials. The use of bituminous pavement for pedestrian areas is not allowed.

4.3.5. Site Furniture

All pedestrian and sitting areas should be adequately equipped with good quality and durable lighting, benches, and trash receptacles, made consistent with approved city standards. The use of decorative elements such as planters, fountains, pergolas, or trellises is encouraged.

4.3.6 Lighting

Site lighting should be provided by pole-mounted fixtures, with the bottom of fixture no higher than 17 feet above finish grade. No primary lighting of site areas, including driveways, should be from the building exterior parapets or roofs. All exterior lighting should be height cut-off fixtures in the white light spectrum (metal halide.)

4.3.7. Buffering and Screening

Planting of different sizes and qualities should be provided along parking garage elevations facing the street or another building. Planting should include a line of large evergreen or deciduous trees planted every 40 feet and set back at least 8 feet from the garage exterior wall. Trees should be selected from the species listed in Section 3.4, Landscaping Plan, and interspersed with lower plantings. Electrical transformers, underground utility feeds, site mechanical equipment (if necessary,) outdoor storage areas, and private residential courtyards should be screened if visible from the street. Screening should consist of any solid fence or wall built of natural materials compatible with the materials of the adjacent buildings. These would include brick and other fired-clay masonry units, natural stone, and painted or stained wood. Every fence or wall facing the street should be setback at least 5 feet from the property line, and the front of the fence or wall should be landscaped with low plantings.

4.3.8. SiteUtilities

With the exception of electrical transformers, all site utilities shall be located underground.

4.4. Signage

4.4.1. Purpose

Signage should advertise the name and the type of business or organization at its location. It should not advertise brand names, unless that brand name is inherent in the name of the business.

4.4.2. Types of Signs Allowed

Flat wall signs are allowed for commercial, hotel and retail uses. Projecting signs, meaning signs mounted on the building perpendicular to the street, may be allowed only for retail uses. Projecting signs should convey information in a unique way, utilizing images that visually represent the goods or services provided at the premises. In a multiple storefront building, signage should be of a consistent location, size and material, and of harmonious color. Free-standing ground signs are recommended for office, hotel and residential uses. Only one free-standing ground sign shall be allowed per building. Off premises signs shall not be allowed.

4.4.3. Location and Size

In new commercial and mixed use buildings, a strong signage band should be designed just above the level of the storefront, if flat wall signs are to be employed. Signs should be sized to extend across the entire sign band yet within the vertical building elements that define individual storefront bays. Signage above the sills of

the second story windows will not be allowed, except by flat wall signs identifying a hotel or the principal user of a commercial building. In this case, the location and size of the sign should be integrated with the architectural design of the building, subject to approval by the Norwalk Redevelopment Agency and appropriate City authorities. Projecting signs should be centered on a vertical pier, column or pilaster, rather than centered on a wall opening such as a door, window or storefront. A minimum clearance of 9 feet under the projecting sign should be maintained. Ground signs should be fully located within the parcel boundaries, and should not be greater than 50 square feet or more than 6 feet above grade.

4.4.4. Materials and Color

Signs should be made of durable materials compatible with those of the building served. These would include wood, metal, and stone piers for ground signs. Plastic in general is not recommended, except if used in combination with other materials or as part of individual internally lit letters or symbols. Signs utilizing light-colored letters against a dark background and signs on canopy fabrics advertising the name of the business or organization are encouraged. Neon signs advertising only a business name, illuminating at a steady, even light level, are appropriate if located inside the facade glass.

4.4.5. Lighting

Signs should be lit by the building's exterior lighting fixtures or by individual backlit letters against a dark background. Directly illuminated signage should be from a series of gooseneck or similar extended arm fixtures which direct light to the facade and are compatible with the design of the building. Internally lit signs should not be used, except by individual letters or symbols on a dark background. Such signs must be flat wall signs that conform to all other design guidelines. On all free-standing signs, exterior lighting of the sign with ground or sign-mounted fixtures is encouraged.

4.4.6. Design Review

Every sign intended to be visible from public areas will be subject to design review and approval by the Norwalk Redevelopment Agency and appropriate City authorities. The purpose of the review is to ensure that the proposed design, materials and location conform to these guidelines as well as to any other applicable regulations.

4.5 Special Guidelines Applicable to a Single Phase Mixed Use Development for Parcels 1, 2 and 4

Nothwithstanding anything above to the contrary, the Design Guidelines in Appendix D shall apply to Parcels 1, 2 and 4.

With respect to Parcels 1, 2 and 4, the guidelines attached to this Plan Amendment as Appendix D shall serve as the criteria to guide and orientate the development on said Parcels 1, 2 and 4.

5. Regulations on Development

5.1. Parcel Regulations

Development on the several Parcels shall be subject to all the controls set forth in the applicable Urban Design Guidelines of this document. In addition, the following regulations will apply:

5.1.1. There shall be no restriction of occupancy or use of any part of the project area on the basis of race, creed, color, sex, or national origin. All leases and sales agreements to the land and to the improvements on the land shall include this requirement and that of conformance with all such applicable law.

5.1.2. If a Request for Proposals is issued for a parcel, development of that parcel shall be governed by the terms of the RFP. Notwithstanding, the site plan, landscaping plan, and the exterior design of all buildings shall be subject to the review and approval of the Norwalk Redevelopment Agency, on the basis of the controls and guidelines set forth by this plan on Chapter 3, Land Use and Controls and Chapter 4, Urban Design Guidelines.

5.1.3. Vehicular traffic improvements and new utilities are indicated in Figure 13, Traffic Circulation and Improvements, and Figure 14, Existing and Proposed Utilities. These improvements will be made by the developers of adjacent parcels, subject to negotiation with the Norwalk Redevelopment Agency and appropriate City authorities. With respect to Parcels 1, 2 and 4, all remaining vehicular traffic improvements and utilities required for any development will be made by the developers, subject to approval of the Norwalk Redevelopment Agency and appropriate City authorities.

5.1.4 In addition to any other provisions of this plan, certain public improvements must be constructed as a precondition to development of redevelopment parcels. Developers shall work cooperatively with the City to ensure that such improvements are constructed in a timely manner. These improvements must be built according to city standards and standards listed elsewhere in this Plan, and they must be accepted by the City as complete and standard prior to issuance of a temporary or final Certificate of Occupancy for the private development. These improvements are outlined in the following schedule:

Parcel 1 and /or Parcel 2

- Construction of realigned Putnam Avenue between Reed and Crescent Streets, and the vehicular turn-around area at the connection of Putnam Avenue and Crescent Street. At Developer's option, this work may be omitted.

- Widening of Reed Street between Putnam Avenue and West Avenue, and widening of West Avenue between Reed Street and the I-95 Northbound Ramp intersection.

Parcel 3

- Construction of the proposed Riverside Drive/Reed Street extension and railroad underpass.

Parcel 5 and/or Parcel 6

- Construction of realigned North Water Street between the railroad and Ann Street.
- Construction of a parking garage with 500 parking spaces for users of the Maritime Aquarium, in addition to the number of parking spaces required by any other use proposed for the parcel.

Parcel 4

- Construction of the required improvements and proposed roadway extension to Pine Street.
- Provision of a traffic light at the intersection of Putnam Avenue and Reed Street.

5.2. Applicability and Duration

These regulations apply to development proposals for any of the redevelopment parcels shown on Figure 2, Preservation Area and Redevelopment Parcels. For those properties located within the area assigned to "Preservation," existing uses may continue during current ownership, but no alteration, enlargement or replacement may be made except in conformance with all pertinent regulations.

Except as specifically amended by the Norwalk Redevelopment Agency, all requirements and controls in this plan shall be binding and in force for 15 years after approval.

5.3. Property Acquisition Plan

Figure 15, Property Acquisition Plan, shows properties that may need to be acquired in order to assemble the proposed redevelopment parcels.

Properties acquired by the Norwalk Redevelopment Agency may be disposed of by lease or sale at the option of the Agency. Such disposition will specify the required schedule for commencement and completion of construction on a parcel. No designated developer may sell its interest in a parcel prior to completion of development without the written permission of the Norwalk Redevelopment Agency.

5.4. Plan Approval and Amendments

5.4.1. Procedure for Approval

Pursuant to state legislation, appropriate reviews, findings and/or approvals, as may be required by state statute, will be obtained from the Planning and Zoning Commissions before approval of this plan by the Norwalk Redevelopment Agency

and the Common Council of the City of Norwalk.

Appendix E, Proposed Zoning Changes, indicates supplemental proposed revisions to the current zoning regulations that reflect the controls and regulations set forth by this document.

5.4.2. Plan Amendments

The Norwalk Redevelopment Agency can make modifications to this Plan at any time. Any modifications shall follow the statutory approval process.

Approval for minor or major modifications shall be obtained from any affected developers who have purchased or leased property under the terms of this plan before such modifications are effective.

Once approved, this plan and its subsequent amendments supersede the original Urban Renewal Plan for the Reed Putnam Area and its previous Amendments.

Appendix A

Project Area Boundaries

The limits of the Reed Putnam Project Area are defined by the following description:

- Beginning at the intersection of the center line extended of Crescent Street and the center line of West Avenue;
- Thence southerly on West Avenue to an intersection of the center line of West Avenue with the center line of North Main Street;
- Thence southerly along that center line to its intersection with the northern boundary of the railroad right of way;
- Thence easterly along that boundary to the intersection with the Norwalk River;
- Thence northerly along the navigation line to the intersection of this line with the highway right of way;
- Thence generally westerly along the right of way to the intersection of the right of way with the center line of Crescent Street;
- Thence generally westerly along the center line of Crescent Street to the point of beginning.

Appendix B

Preferred Development Program

The following program of uses are the basis of the urban design alternatives and, by extension, the basis of the preferred development plan identified as a result:

1. Office Use

Office use may consist of single user space, back office space, or multiple-use office space. Typical floor plates will range from 25,000 square feet to 35,000 square feet (gross area). Additional requirements are likely to include the following:

- Primary entrance oriented to street with nearby pick-up and drop off areas
- Secondary entrance oriented to parking.
- Loading and service area with adequate maneuvering area for at least 2 WB-50 tractor trailers
- Maximization of visibility and views to the harbor

2. Hotel Uses

Hotel uses are expected to range in size from a minimum of approximately 150 rooms to a maximum of approximately 300 rooms, with a gross area of approximately 700 square feet per room including all circulation and ancillary space. Floor plates may range from a low of approximately 10 rooms per floor to a maximum of approximate 24 rooms per floor. Large hotels may be assumed to include some additional meeting or event space of up to 20,000 square feet, but special conference or meeting facilities in excess of this amount will not be assumed. Additional requirements are likely to include the following:

- Primary entrance with nearby pick-up and drop off areas
- Secondary entrance oriented to parking
- Loading and service area with adequate maneuvering area for at least 3 single bodied trucks and one WB-50 tractor trailer
- Site design to relate to adjacent buildings of historical significance, or if located on Parcel 4, said site design shall be compatible with and shall compliment the balance of the improvements on Parcel 4 and surrounding area.

3. Site design to relate to Maritime Aquarium and Waterfront Retail Use

On major redevelopment parcels, retail uses are assumed to be combined with other uses, either as accessory uses or as part of a mixed use development. Such uses are generally intended to animate ground floor street frontage or take advantage of special site circumstances.

4. Residential Use

Housing may range from market rate rental to condominium housing. Preference is likely to occur for market rate development. The site characteristics of the Reed Putnam area, its location within the Norwalk urban area, and land values make the site more suitable for the development of multiple-unit housing. Units would be assumed to average two-bedrooms with an approximate net area per unit of approximate 1,000 to 1,100 square feet, and internal circulation areas appropriate to the building type.

5. Parking Use

Parking uses are assumed to be as follows:

- Accessory parking for office: minimum 3.5 spaces per 1,000 gross square feet of building area
- Parking for hotel: 1.25 spaces per unit with an additional 4 spaces per 1,000 gross square feet of special meeting space
- Parking for housing: minimum 1.5 spaces per unit
- Parking for the Maritime Aquarium: 50 spaces for staff, 450 spaces for visitors (500 spaces total); peak loads would require 50 spaces for staff, 1,000 spaces for visitors
- Shared parking among compatible users as a goal to be encouraged.
- Parking for retail, restaurant, public realm or institutional uses shall be in accordance with the standards set forth in the Norwalk Zoning Regulations, as same may be amended.

6. Parcels 1, 2 and 4

Notwithstanding the above, the current CMSP, as amended depicts a single phase, mixed use development consisting of a minimum of a regional shopping mall containing approximately 700,000 square feet of Gross Leasable Area (equal to approximately 960,000 gross square feet of floor area), approximately 3,000 parking spaces, and approximately 50,000 square feet of public realm. Should development proceed in accordance with the CMSP, as amended, it is noted that the reconstruction of Putnam Avenue will not be necessary and construction will take place above North Water Street; provided, however, except during periods of construction and/or maintenance, nothing shall prohibit the free flow of vehicular and/or pedestrian passage along North Water Street.

Appendix C

Preferred Development Volumes for Parcels 1, 2 and 4

Office:	85,000 – 625,000 square feet of Class A Office.
Retail:	75,000 – 750,000 GLA. It is noted that zoning floor area calculations will exceed GLA.
Residential:	60 – 350 units, 15% of the actual number of constructed units shall be deemed "affordable."
Hotel:	85,000 – 175,000 square feet with not less than 150 rooms. All facilities at the hotel shall be of an "upscale" quality.
Public Realm:	Not less than 5% of the total development square footage. Public Realm is described in the attached document entitled, Attachment 1 to Appendix C. All elements of the Public Realm are subject to approval by the Redevelopment Agency in order to determine qualification as "Public Realm."
Institutional:	5,000 – 25,000 square feet.
Parking:	In amounts as required by zoning with an emphasis on sharing, where appropriate, feasible and desired by the Developer.

The approved use for Parcels 1, 2 and 4 is "Mixed Use," provided that two of the above described land uses shall be included one of which must be Public Realm, which is to be included and required in any development upon such Parcels. Parking is not to be considered a use if supporting an approved use.

Appendix D

Specific Design Guidelines for Reed Putnam West Parcels 1, 2 and 4

Appendix E

Proposed Zoning Changes

The following supplements the description of the zoning changes contained in the original Plan and all amendments thereto.

- Amend Section 118-100 of the Zoning Regulations to revise the definition of MIXED USE RETAIL SHOPPING CENTER DEVELOPMENT to include public realm and entertainment as approved uses, and to require retail and one or more other uses, one of which must be public realm.

- Amend the following zoning approvals to reflect Project changes: #21-15SP/#26-15CAM– 1 Putman Ave/North Water St/Crescent St (North Parcel); and #22-15SP/#27-15CAM 63 West Ave/North Water St/Pine St Extension (South Parcel); Site Plan Review and Coastal Site Plan Approval #6-16SPR/#20-16CAM -1 Putnam Av/North Water St/Crescent St (North Parcel Signage) and #7-16SPR/#21-16CAM– 63 West Ave/North Water St/Pine St Extension (South Parcel Signage)

CITY OF NORWALK
Department of Information Technology

Date: April 28, 2017

I the undersigned, Frank J. Sarno, confirm that on April 13, 2017 the proposed modifications to the Reed Putnam Urban Renewal Plan and Amendment #4 to the Land Disposition Agreement governing parcels 1, 2 and 4 of that plan were posted on the Redevelopment Agency page of the City of Norwalk's website for public comment.

Frank J. Sarno
Manager of City Wide Applications

In witness thereof I hereunto set my hand.

Karen Pacchiana

Notary

My commission expires KAREN PACCHIANA
NOTARY PUBLIC
STATE OF CONNECTICUT
My Commission Expires
November 30, 2019

Pacchiana, Karen

From: Hey <ttbh@aol.com>
Sent: Thursday, April 20, 2017 1:58 PM
To: Redevelopment
Subject: Monday's Mail Meeting 7pm

Hello,

I attended the meeting last Monday with regard to the mall. I was told we could comment via email, but I am not sure if this is the correct email address for comments. Is it?

In any event. I do have a few suggestions:

First I was embarrassed by the lack of preparation by one of our council members. I do not know if these are paid, appointed or volunteer positions, but if somebody is not going to be prepared for the meeting and take the business seriously they should resign the position. Taking notes, reviewing notes and being aware of previous decisions made by the council is not too much to ask. The low bar by which Norwalk pretends to function is pathetic! I do however want to compliment Mr. Sheehan on his patience.

I am generally in support of the mall. I know many Norwalk residents that will shop in the high end retail establishments. I am also not overly concerned with the lack of a hotel. I would rather we have one thriving hotel than two floundering. I have asked some of my high end shopper friends who support the mall to please be vocal. Like everywhere, those who oppose are the ones that come out.

With respect to mall feasibly, as far as I am aware, discount and high end malls are thriving. There was a recent piece on NPR about just this subject. If GGP is willing to invest their money, they must believe in the location. I do worry about he mall going dark in 10 or 15 years however. Last year I attended a downtown revitalization program in NJ and heard about towns requiring bonds for such an event. Should the mall go dark, the city pulls the bond in order to get the funds to take the mall down. **I strongly urge you to require the developer to get such a bond.** With the bond, Norwalk will be covered for the downside risk of having an empty structured attractive to vagrants. An empty lot would be better than an empty structure.

Thank you,

Brad Hall

Pacchiana, Karen

From: Jakubik, Robert <Robert.Jakubik@generalgrowth.com>
Sent: Tuesday, April 25, 2017 4:33 PM
To: Pacchiana, Karen
Subject: FW: Letter of Support

Here is another letter of support for the SoNo Collection submitted to the Mayor's office and intended for Redevelopment as well.

Thank you,

Rob

From: Kimberly McCormack [maillo:Kimberly@spinrep.com]
Sent: Monday, April 24, 2017 4:04 PM
To: Johnson, Sally; hrilling@norwalkct.org
Cc: Adams, Douglas T.; Jakubik, Robert; Clay Fowler; Kim Morque; Kimberly McCormack
Subject: Letter of Support

Spinnaker Real Estate Partners
1 N. Water Street, Ste 100
South Norwalk, CT 06854

TO: Mayor H. Rilling and Members of the Common Council/Norwalk
FROM: Clay Fowler, CEO Spinnaker Real Estate Partners, LLC
RE: The Sono Collection
Date: April 24, 2017

Letter of Support

We are writing to reiterate our support for GGP in its recent submission to the City to request modifications to the Sono Collection approval plan. Considering current economic realities that include the breaking ground of a Marriott Residence on South Main Street, we concur that the requested modifications for flexibility in defining "anchors of high quality" are thoughtful and reasonable. We are encouraged by the GGP's alternative proposal to generously fund a newly defined Community Development public entity to be managed by the City for a broad mix of uses including housing initiatives, community oriented facilities, programs and services.

This project remains aligned with Norwalk's planning goals and objectives. It creates thousands of new jobs, many for our residents. Tax revenues will increase substantially. These revenues are a critical resource for Norwalk and will help our entire community grow and prosper. The SoNo Collection provides Norwalk the opportunity to become a premier destination in the Northeast, leading the region in thoughtful economic development and attracting new visitors to our great City.

We respectfully urge the Mayor and the City of Norwalk to continue to take all the necessary steps needed to achieve the approval of this modification so that the project can move forward.

Thank you.

Sincerely,

Clay Fowler

cc: Kim Morque, President, Spinnaker
Doug Adams, GGP
Rob Jacubik, GGP

This communication is for discussion/negotiation purposes only and does not create a binding agreement or obligation to enter into or modify a binding agreement. This message and its contents may contain confidential or privileged information. If you received it in error, the copying, use or distribution of the information or materials in the message is strictly prohibited. Please inform the sender by email and then delete the original message.

April 25, 2017

To: City of Norwalk Common Council and Redevelopment Agency Representatives

FROM: Stephanie Pelletier

RE: Letter of Support for the GGP Mall

My name is Stephanie Pelletier and I am a marketing consultant residing in Bridgeport, CT with marketing clients and projects in the South Norwalk area. GGP's proposed mall is a big idea and the right idea for Norwalk, Fairfield County and the region. There are four reasons why I believe this to be true:

#1: There is no place to shop. Sure, there's Kohl's and CVS and Marshalls and then there's Mitchell's, Anthropologie and Athleta. But where do you go to buy a simple, nice raincoat? I ended up on AMAZON, shopping on line, found the coat and spent $100. I still don't have the coat, because it had to be shipped. If I had a nice shopping experience right here, I could have shopped for the coat, bought it and started wearing it. Instead, I stayed home, shopped on my computer and still don't have my 'goods'. With the upscale experience that The Sono Collection promises, why should that $100 leave the community? Imagine 100 people, just like me, spending $100 in one day. That's $10,000 off to Amazon. If we had a nice place to shop for nice things, then that money would already be circulating, I would be wearing my new coat, people would ask me where I got it, I would refer them to the Sono Collection and the cycle of shopping continues. With all of the apartments and new residents 'around the corner' why is Norwalk making it so easy to NOT spend money here?

#2: There's no retail therapy. Take the train on any given weekend. Guess where people are going? To NYC to go shopping!! More money out of our economy and more reasons for people to not stay around the area or even VISIT the area. Take a look at the experiences to be found in a classy retail experience like the ones GGP owns. The premises are lovely, the experience delightful and the therapeutic value of connecting shopper needs to merchandise and services is effective.

#3: Bonus points for shared equity. GGP could have named the project the "New England Collection" but named it after our community. The SEO value alone of having visitors from all over 'google' the Sono Collection is tremendous. The marketing muscle that GGP will bring to the Collection will be unrivaled from any other asset: social media, website, community engagement, pr, advertising and promotion are the marketing tools that GGP will bring to bear. The "Sound of Norwalk" needs to be the sound of cash registers ringing up merchandise along with happy people 'making happy sounds' of satisfaction.

#4: Funding and a Class Act. The $3.5 million payment to the City in lieu of the hotel is a boon that other cities only dream about. Stewardship of this fund will ensure that the greatest good benefits the most people. This is a good, if not great thing. The other great thing is that this project is a class act with class act tenants. Allowing GGP to clarify the intended flexibility in the definition of 'anchors of high quality' demonstrates that the City of Norwalk and GGP can successfully partner in this project through

mutual understanding and consideration of proactive and diligent project management so no one is caught by surprise years down the road.

In conclusion, to get the project started and open by 2019, it is imperative that the funding issue and the anchor issue are resolved and I respectfully urge the Council and the Agency to consider their review and approval.

Respectfully submitted,

Stephanie Pellelier

Stephanie Pellelier
Marketing Consultant

Pacchiana, Karen

From: Deb Goldstein <thederrywitch@yahoo.com>
Sent: Tuesday, April 25, 2017 2:15 PM
To: CommonCouncil; Pacchiana, Karen
Subject: Public Comment on the proposed LDA Amendment

Dear Councilmembers and Redevelopment,

Once again, GGP is before you asking for more alteration of the LDA for the Reed Putnam sites. The world class mall developer who came before you a few years ago with their expert assessment of how to develop this mixed use designated parcel in a way that was economically feasible and harmonious with Norwalk's needs is now admitting that they are floundering and they want you to help them make their numbers work. They should be held accountable for their own failure to plan, as all commercial enterprises should.

They are currently asking to remove the hotel component, but we should look hard at asking for more, instead of settling for less.

Logically, removing the public realm space as "not economically feasible" makes more sense than removing a revenue-producing hotel, since it is not a revenue producer at all. GGP has not proposed removing this public realm space (though it has been steadily scaling it back through "minor" changes reviewed by zoning) because it really isn't public realm, but augments the only remaining use—retail.

The hotel space capacity proposed before the LDA amendment for GGP was 145 keys. GGP proposed approximately 150 keys (and assumption in the report is 138 keys). Is it possible to explore a smaller hotel (or a larger one) to nudge the profitability figure from 7.62% to a figure closer to the 8% that GGP is insisting is the feasible figure? Would 7.8% do the trick? Would 7.9%?

The fact of the matter is that the City has agreed to pretty much everything GGP has asked for (including the disposition of historic burial remains) as it slowly scaled the project back from one that met the objectives for the Urban Development Plan and the expressed desires of the community through a year and a half of public information and input sessions (except for a 100% tax abatement in the upfront years).

It has lost almost every single negotiated element of the LDA and received pennies on the dollar in payments in lieu of services. Norwalk expedited its approval process with joint meetings of key agencies, governing bodies and departments to meet a "must" opening date in 2018, even as it lacked resources to deal with the Walk Bridge.

In return, it has **lost approximately $4.7mm in property tax revenues** as GGP dithered to negotiate scale back of its public realm requirement, the numbers and types of restaurants, favorable parking configurations and digital signage. That tax revenue would have been collected had GGP met its own "drop dead" opening date—now delayed a full year.

The approved 2016 Reed Putnam Urban Renewal Plan cites the following goals and objectives for the site:

- Create development opportunities for an appropriate mix of uses, including office, retail, residential, hotel and non-profit institutions.
- Increase the tax base of Norwalk
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- Increase housing opportunities for the residents of Norwalk
- Increase employment opportunities for the residents of Norwalk

Let's see how this project (as it has evolved) stacks up:

- With the removal of the hotel, the last fig leaf of mixed use falls away, as the objectives for the site did not include "public realm".
- It does NOT enhance public access to the Waterfront, and the additional traffic and demand on public transportation may depress interest in the area further.
- This does NOTHING to increase housing opportunities for the residents of Norwalk, and (combined with the next point), may in fact increase competition for affordable housing for residents that want to remain in the redevelopment area.
- While the project technically increases employment, the average salary (before removal of the hotel) was projected to be $35,000. An "affordable" one-bedroom apartment of $1,200/month would exceed 40% of the income of the average worker. Given that 88% of those jobs in the operating phase (before the removal of the hotel) were expected to come from Norwalk, it's hard to see how this won't create a housing crisis for the urban poor.

Disturbing also, are some of the assumptions used in pinnacle's report to determine the feasibility of the hotel. The assumptions for the facility are in stark contrast to the "limited service" hotel that was the only option GGP considered viable in 2014 (a time when the FD Rich property was already approved and known to be part of the future competitive landscape). These assumptions look designed to produce the "unfeasible" outcome.

Lastly, the payment in lieu of property taxes cannot be properly assessed for its value in relation to the change without information about the changes to the other economic components when swapping out retail for hotel. Will there be an equal number of retail jobs gained for hotel jobs lost? Will the average salary go up or down? All of the fiscal impact figures in the HR&A report seem to echo the numbers from the project as proposed BEFORE the removal of the hotel (except the tax revenue figures have been updated to current year dollars) and do not discuss the new figures AFTER the removal of the hotel. The only upside to this scenario is that the flat tax payments up front won't be subject to GGP's legendarily aggressive tax assessment appeals.

Like the frog in the boiling kettle, Norwalk has been slowly brought from the objectives of the Urban Development Plan and the LDA for mixed use to GGP's original and ultimate goal—a giant, regional, fortress mall with digital signage—all retail, all the time. They have insisted that we meet their objectives for project timelines and opening dates, and their own benchmarks for profitability. We have insisted that they meet—well, very, very little, so long as there was a $ in front of it.

If, in all fairness, you could look at the new version of this project as if it just walked in the door as a brand new development proposal, and would approve it without any further negotiation, then go ahead and approve the amendment. But, if you would change even one thing in the name of all of the residents and businesses who were sacrificed to make this parcel available, then I implore you to go back and get some more value for the citizen of Norwalk.

Sincerely,

Debora Goldstein
Norwalk, CT

What GGP Proposed	What We're Getting
Best in class retail Class A mall	Redefined Class A anchors that could include fitness centers, entertainment and high-end fleeting "fad" retailers
Retail "demand exceeds supply"	Macy's, Sears and other name brand retailers cutting jobs and closing stores at alarming rates
Hotel "support for additional rooms, potential for limited service offering"	Hotel profitability not "feasible"
3 of 7 mixed use components (retail, public realm, hotel)	2 of 7 mixed use components with public realm being a bare minimum
Circulator in perpetuity	Payment in lieu which will pay for the circulator for limited period of time
Bike/Pedestrian Trail Improvements	Sale of valuable "air rights"
Cultural & Performance Space (18+ Year Round Public Events)	???
Civic Plaza and Gathering Space	Scaled back, public amenities like restrooms removed
Education / Community Space	None
Job Training Program	???
Sustainable Design Initiatives (including "jewel box" views into the interior)	Pseudo windows, LED light panels, a tunnel over a city roadway, dynamic signage
Construction Phase: $752mm other spending ($189 mm in Norwalk)	No figures provided for AFTER hotel removal?
Construction Phase: $34mm state sales & income tax ($4.7 mm in city permit fees for Norwalk)	No figures provided for AFTER hotel removal?
Construction Phase: 1,940 jobs for CT (3,605 jobs for Norwalk) ***and none at all from outside the state?***	No figures provided for AFTER hotel removal?
Operating Phase: $47mm other spending ($210 mm in Norwalk) ***how much inside the mall building actually leaves the state to go into corporate HQs in other states?***	No figures provided for AFTER hotel removal?
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$36,000 avg salary	No figures provided for AFTER hotel removal?
Grand Opening in 2018	Grand Opening in 2019

Pacchiana, Karen

From: Corsello, Michael
Sent: Tuesday, April 25, 2017 4:03 PM
To: Deb Goldstein
Cc: CommonCouncil; Pacchiana, Karen
Subject: Re: Public Comment on the proposed LDA Amendment

DEB,

Thank you for the effort involved in putting todays email together. I don't believe there is ample time to investigate all of the issues you raised in today's correspondence. However, as you know in the event the item passes tonight , the Council will have another opportunity to assess the entire project prior to final approval.This second assessment should include obtaining answers to some of the uncertainties you referenced as well serious deliberations relative to a myriad of other concerns (about which we are well aware).

Unfortunately, we are negotiating with an entity who up until now has only invested a fraction of the $400+million that this project will cost them. The possibility of GGP abandoning the entire project is therefore realistic if the "numbers don't work".As we are aware of the property's 20 year history of having no development offers which even approached the financial "upside" of the mall one must seriously question whether we want to risk losing it.Certainly, once GGP expends more substantial revenues in the project the leverage in negotiations will shift dramatically.

Mike

On Apr 25, 2017, at 2:15 PM, Deb Goldstein <thederrywitch@yahoo.com> wrote:

Dear Councilmembers and Redevelopment,

Once again, GGP is before you asking for more alteration of the LDA for the Reed Putnam sites. The world class mall developer who came before you a few years ago with their expert assessment of how to develop this mixed use designated parcel in a way that was economically feasible and harmonious with Norwalk's needs is now admitting that they are floundering and they want you to help them make their numbers work. They should be held accountable for their own failure to plan, as all commercial enterprises should.

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"limited service" hotel that was the only option GGP considered viable in 2014 (a time when the FD Rich property was already approved and known to be part of the future competitive landscape). These assumptions look designed to produce the "unfeasible" outcome.

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Grand Opening in 2018	Grand Opening in 2019

Pacchiana, Karen

From: Deb Goldstein <thederrywitch@yahoo.com>
Sent: Thursday, April 27, 2017 2:07 PM
To: CommonCouncil; Pacchiana, Karen; Sheehan, Timothy
Subject: Further public comment on proposed amendments (for distribution to councilmembers and members of the Redevelopment Agency commissioners

Dear Councilmembers and Redevelopment,

Previously I wrote to you to speak to the LDA/URP amendments with respect to removing the hotel from the plan after a long string of other concessions by the city. Now I want to focus on the other change being proposed—the change in the definition of "Mall Classification."

Here is the proposed change:

> *Current:*
> *It is the understanding of the parties that the Redeveloper shall maintain anchors of high quality (i.e., **Bloomingdales, Nordstrom's, Saks Fifth Avenue, Neiman-Marcus, Lord & Taylor, Macy's and Von Maur**) for a minimum of fifteen (15) years. The Redeveloper agrees that for a period of ten (10) years after issuance of a final certificate of occupancy, it shall not dispute the City tax assessor from considering the Project at a minimum as a Class A Mall for assessment purposes. A "Class A Mall" shall be defined as the dominant retail property in a metropolitan market, with two or more major anchors, and at least $425 per square foot in retail sales."*
>
> *New:*
> *It is the understanding of the parties that the Redeveloper shall maintain anchors of high quality, **which includes high quality tenants located in regional shopping centers further defined as Class A Malls herein, including but not limited to high-end department stores, high-end entertainment concepts, high-end fitness centers, high-end or specialty grocers and high-end furniture stores,** for a minimum of fifteen (15) years. The Redeveloper agrees that for a period of ten (10) years after issuance of a final certificate of occupancy, it shall not dispute the City tax assessor from considering the Project at a minimum as a Class A Mall for assessment purposes. A "Class A Mall" shall be defined as the dominant retail property in a metropolitan market, with two or more major anchors, and at least $425 per square foot in retail sales."*

Since all of the "anchors of high quality" in the original definition tend to be in A or above class malls earning in excess of $500 per square foot, the muddying of the definition of what a Class A mall is should be eliminated by trying to qualify what the anchors can be. The industry already has a clear standard on what a Class A mall is. There is a simple chart and explanation in this article: https://www.ten-x.com/company/blog/for-elite-class-a-malls-its-good-to-be-king/

However, the definition of what constitutes "retail" will come into play. High end entertainment concepts in malls can be things like bowling alleys, laser tag, aquariums, theme-park type places (Snoopy Camp, Legoland), racetracks, etc. (See: http://eatertainmentvenues.com/retail-tainment.pdf
Also: https://www.whitehutchinson.com/leisure/articles/Role_of_Entertainment.shtml)

Fitness centers and theatres are also not "retail". By embedding these possibilities into the LDA for future anchors, we are permitting the retail square footage in the mall to change in the future from what is in the current agreement. This has real consequences in a city that hosts multiple "fitness center" chains anchoring other retail strips along Connecticut, Westport and Main Avenues, as well as multiple small theatre chains (including those right in SONO).

Entertainment concepts that compete with activities in other area of the city could also cannibalize other areas of the city. (Indoor driving range? Aquarium? Bowling alley?)

High-end or specialty grocery is redundant in a city that hosts the original regionally-drawing "concept" grocery store – Stew Leonard's. Why would anybody from south of Darien or North of Westport drive past multiple Whole Foods, Fairways, Mrs. Greens or Trader Joe's, to get to another specialty grocery store in a mall?

Norwalk also needs to learn the lessons from past failures and thoroughly review this amendment asking the "what if" questions?

For example, what if, after receiving the certificate of occupancy, GGP chooses to sell the development to another mall operator? Will the guarantee to not challenge the Class A mall assessment bind the next owner?

What if one of the current anchors exercises an out in their contract with GGP and GGP cannot replace the anchor with a tenant that helps keep the mall's retail sales revenues at the appropriate threshold? Will GGP be back to ask us to amend the agreement to lower the class of the mall voluntarily?

What if the occupancy rate of the mall lower the retail sales per square foot benchmark, even though the current anchors remain in place? Will GGP be back to ask us to amend the agreement to lower the class of the mall voluntarily?

GGP gambled, when it bought this property, that it could convince Norwalk to let them build a mall (whether all retail, or with some concessions). At what point does Norwalk stop being responsible for modifying its own plans for its downtown to ensure that that gamble pays off?

Debora Goldstein

Pacchiana, Karen

From: Bowman, Phaedrel L.
Sent: Thursday, April 27, 2017 8:23 PM
To: Deb Goldstein; CommonCouncil; Pacchiana, Karen; Sheehan, Timothy
Subject: RE: Further public comment on proposed amendments (for distribution to councilmembers and members of the Redevelopment Agency commissioners

Hi Deb,

Thank you for your comments and attention to the topic.

Faye

Sent via the Samsung GALAXY S® 5, an AT&T 4G LTE smartphone

-------- Original message --------
From: Deb Goldstein <thederrywitch@yahoo.com>
Date: 2017/04/27 2:13 PM (GMT-05:00)
To: CommonCouncil <CommonCouncil3@norwalkct.org>, "Pacchiana, Karen" <KPacchiana@norwalkct.org>, "Sheehan, Timothy" <TSheehan@norwalkct.org>
Subject: Further public comment on proposed amendments (for distribution to councilmembers and members of the Redevelopment Agency commissioners

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Also: https://www.whitehutchinson.com/leisure/articles/Role_of_Entertainment.shtml)

Fitness centers and theatres are also not "retail". By embedding these possibilities into the LDA for future anchors, we are permitting the retail square footage in the mall to change in the future from what is in the current agreement. This has real consequences in a city that hosts multiple "fitness center" chains anchoring other retail strips along Connecticut, Westport and Main Avenues, as well as multiple small theatre chains (including those right in SONO).

Entertainment concepts that compete with activities in other area of the city could also cannibalize other areas of the city. (Indoor driving range? Aquarium? Bowling alley?)

High-end or specialty grocery is redundant in a city that hosts the original regionally-drawing "concept" grocery store – Stew Leonard's. Why would anybody from south of Darien or North of Westport drive past multiple Whole Foods, Fairways, Mrs. Greens or Trader Joe's, to get to another specialty grocery store in a mall?

Norwalk also needs to learn the lessons from past failures and thoroughly review this amendment asking the "what if" questions?

For example, what if, after receiving the certificate of occupancy, GGP chooses to sell the development to another mall operator? Will the guarantee to not challenge the Class A mall assessment bind the next owner?

What if one of the current anchors exercises an out in their contract with GGP and GGP cannot replace the anchor with a tenant that helps keep the mall's retail sales revenues at the appropriate threshold? Will GGP be back to ask us to amend the agreement to lower the class of the mall voluntarily?

What if the occupancy rate of the mall lower the retail sales per square foot benchmark, even though the current anchors remain in place? Will GGP be back to ask us to amend the agreement to lower the class of the mall voluntarily?

GGP gambled, when it bought this property, that it could convince Norwalk to let them build a mall (whether all retail, or with some concessions). At what point does Norwalk stop being responsible for modifying its own plans for its downtown to ensure that that gamble pays off?

MAY 03 2017

April 30, 2017

To whom it may concern,

I am a very concerned citizen of Norwalk and feel compelled to have my voice heard regarding "The Mall" schedule to be built on West Avenue. I know there have been countless meetings, drawings, renditions, realtors, etc. but it is still a mystery to me as to why a Mall and why now?

It has been written about, reported on and blogged all over that malls are quickly becoming a thing of the past, so why in God's name would Norwalk choose to build something that will obsolete in a couple of years? I just can't wrap my head around it. The city has done such a remarkable job in growing various parts of the city and improving what we have, WHY a Mall and WHY now?

I have lived here my entire life and love the city. Are there things that could be improved upon; of course! But building a Mall that will not be supported could destroy the economy of this City. **E-commerce** is the name of the game, and it is not going away any time soon. Just check the latest statistics for Amazon!

What could be cost effective in every sense of the word, would be a meeting/convention center with a hotel and meeting rooms. We no longer have a facility that can host weddings, proms, dances, even the Mayor's Ball can't be held in our own city! The revenue that Norwalk could potentially pull in is something that would really help the city. Our children have to drive on the turnpike to go to different events, putting their lives at risk, not to mention helping support cities other than our own. It is just not in the public's best interest to build something that might fail in the face of current trends.

I am imploring you to pass this information along to the appropriate committees in the City and help my voice be heard. The future of this city depends on a strong, ever growing economy, not a mall that will eventually close and end a chapter that has been open for a long time.

- Build a major hotel which will supply not only jobs for people, it would fill a major void in the South Norwalk area, which currently has no hotel properties to accommodate traveling business people or vacationing families. We want to be a destination city, but to do that the needs of everyone should be considered
- Meeting Rooms that could accommodate large meetings, events, etc.
- A swimming pool to give people a place to go that isn't a gym and offer a resource that hasn't been available since the YMCA closed. The only pool at NHS is always busy and the need to teach and advance young advance young swimmers is apparent.

Thank you for your time and attention to this extremely important issue.

Sincerely,

A Concerned Norwalk Citizen

CITY OF NORWALK
PLANNING COMMITTEE
PUBLIC HEARING
&
REGULAR MEETING
MAY 4, 2017

ATTENDANCE: John Kydes, Chair; Douglas Hempstead; John Igneri; Thomas Livingston; Shannon O' Toole Giandurco; Faye Bowman (7:08 p.m.); Travis Simms (7:21 p.m.)

STAFF: Timothy Sheehan, Executive Director; Tami Strauss, Director Community Development Planning; Eric Bernheim, Corporation Counsel

OTHERS: Richard Bonenfant; Bruce Kimmel, Common Council members

PUBLIC HEARING

NEIGHBORHOOD ASSISTANCE ACT TAX CREDIT PROGRAM FOR 2017

Mr. Kydes opened the public hearing at 7:00 p.m.

Mr. Jerry Stillman thanked the Committee for approving their past application for the Broad River Homes and said they are asking for $110,000.

Ms. Diane Cece spoke about the application form a North Gilford company that professes to do Google searching views for other businesses. She said she does not understand the coalition. In addition, she said that she felt it was a conflict of interest because the members are City of Norwalk employees.

There were no other members of the public who wished to speak and Mr. Kydes closed the public hearing at 7:05 p.m.

CALL TO ORDER

Mr. Kydes called the regular meeting to order at 7:05 p.m.

ROLL CALL

Mr. Kydes called the Roll.

PUBLIC PARTICIPATION

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

Ms. Diane Cece said she spoke with a representative from the State who said it was highly unusual for a City to not pass all of the requests for the Neighborhood Assistance Act Tax Credit. There is not a lot of vetting at this level before it goes to the State and not a lot of vetting happens there either. She added that she had concerns about the Mechanics lien against the Wall Street project.

Ms. Bowman joined the meeting at 7:08 p.m.

Ms. Cece said that she wanted to be sure no action would be taken this evening following the discussion about GGP.

Ms. Deborah Goldstein spoke about amending the GGP items. She said the agreement has two parties and they should look at this as an opportunity to get what is fair and equitable. She said that Norwalk has a lot invested in this property and wanted a mixed use. The cash alone is not going to cut it. She suggested going for an A+ assessment.

There were no other members of the public who wished to speak this evening.

APPROVAL OF MINUTES

April 6, 2017 Regular Meeting

** **MR. LIVINGSTON MOVED TO ACCEPT THE MINUTES AS PRESENTED**
** **MOTION PASSED UNANIMOUSLY**

April 17, 2017 Special Meeting

** **MR. IGNERI MOVED TO ACCEPT THE MINUTES AS PRESENTED**
** **MOTION PASSED WITH TWO (2) ABSTENTIONS (MS. BOWMAN AND MR. HEMPSTEAD**

CITY OF NORWALK
PLANNING COMMITTEE
SPECIAL MEETING
PUBLIC HEARING
MAY 9, 2017

ATTENDANCE: John Kydes, Chair; Thomas Livingston; Shannon O' Toole Giandurco; Faye Bowman (6:19 p.m.); John Igneri (6:32 p.m.)

STAFF: Timothy Sheehan, Executive Director, Norwalk Redevelopment Agency; Eric Bernheim; Mario Coppola, Corporation Counsel

OTHERS: Richard Bonenfant; Bruce Kimmel, Common Council members

CALL TO ORDER

Mr. Kydes opened the public hearing at 6:10 p.m.

ROLL CALL

Mr. Kydes called the Roll.

PUBLIC HEARING ON THE PROPOSED MODIFICATIONS TO THE URBAN RENEWAL PLAN AND LAND DISPOSITION AGREEMENT OF THE REED PUTNAM URBAN RENEWAL PROJECT

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

Lawrence Cafero, Attorney on the team of GGP said that it was important for GGP to speak because there have been a lot of rumors and miss information. It is time to set the re-set button. He said a preceding Common Council, Zoning Commission and Redevelopment approved the project to develop the 95/7 property to build retail space. The City was desirous to have a mixed-use project. Negotiations took place and they took seriously the City's requirement to have a mixed-use project.

GGP chose a hotel as the most feasible mixed use; however, despite efforts to sell and market a hotel, they were unsuccessful. They went to the City and explained that a hotel would not be feasible on top of the retail space. The other two successive uses were also not feasible.

Mr. Cafero said GGP was here to remove the hotel from the LDA. He noted that Bloomingdales and Nordstrom's would be the anchors. Nordstrom's committed to a 20 year lease and Bloomingdales' is also committed to a similar lease. What happens in 10-20 years if an anchor goes out of business. He said that GGP has an agreement with the City to be sure an anchor of high quality goes there. He said the only big difference with the project is that the hotel is no longer feasible.

Ms. Bowman joined the meeting at 6:19 p.m.

Mr. Cafero said the commitments with the two anchors is based on the agreement that they can open in October 2019. If they are unable to open then, they are not obligated to be the anchors. It is necessary for the approvals to be done by June 8, 2017.

Mr. Cafero said that GGP insisted on transparency, openness and honesty. He discussed the benefits to the City and noted that two weeks ago, they submitted checks for the circulator, waste water treatment plant and for the foundation. If this is passed by June 8th, GGP will have handed over to the City, $3.5 million by the end of calendar year 2017. He said they are looking at close to $8 million in payments to the City of Norwalk. If this is stopped, then all payments to the City will stop.

Mr. Cafero said this is not the time to re-invent the wheel and hoped that this committee would be favorably inclined to this request.

Mr. Kydes asked Mr. Cafero if the plan was to pull the foundation permit tomorrow. Mr. Cafero said it was and they have the check in hand.

Ms. Patsy Brescia said she was in total support of this project. She said she has supported development of this land for decades. This opportunity is outstanding and it would be a huge mistake not to move forward with the project.

Ms. Wini Mola spoke in support of GGP's request for modification. She said it occurred to her that their request to eliminate the hotel is because a new hotel broke ground last week. She said that she is a lifelong member of the community and has been a real estate broker for 44 years. The land has been dormant for 25 years and now there is a group who is trying to bring something that no one dreamed would happen.

Ms. Mola said that Connecticut lost GE because they were not willing to negotiate with them and a lot of jobs were lost. She said Norwalk needs something like this to bring a vibrancy to the community.

Ms. Debora Goldstein said that almost 30 years ago, through eminent domain the City took properties. At that time, they attached a mixed-use requirement. She said GGP told their investors that a Class A mall would get $700.00 per square foot, said that the City should hold out for a higher class.

Ms. Goldstein said that the loss of the hotel will mean the loss of jobs, but none of that was considered.

Mr. Igneri joined the meeting at 6:32 p.m.

Ms. Goldstein asked why the report stated that there would be no impact from the removal of the hotel. She asked how the project could be just as valuable without the hotel. She asked the Common Council to stop negotiating with itself. She said that when she looked at the Plan of Conservation and Development, retail was not listed. By redefining Class A, this opens the door to other uses that compete with the strip malls.

There were no other members of the public who wished to speak.

Mr. Bernheim confirmed that the Mayor received payment for the WPCA easement. They continue to work on creating language that is acceptable to put forward for a vote.

Ms. O' Toole Giandurco asked if a valuation of the property with and without the hotel could be provided. Mr. Coppola said this is a complex property. Mr. Sheehan said he believed that GGP offered to share their analysis. Mr. Bernheim said late this afternoon Mr. Adams e-mailed their analysis. He said he will circulate that analysis.

Mr. Bernheim said the hotel would have generated $3.5 million in tax revenue over 22 years. The City is getting an immediate payment of what it would have gotten over 22 years.

Mr. Livingston asked if the Tax Assessor could look at GGP's analysis.

ADJOURNMENT

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

There were no further comments and the Special Meeting was adjourned at 6:43 p.m.

Respectfully submitted,

Rosemarie Lombardi
Telesco Secretarial Services

Pacchiana, Karen

From: Sheehan, Timothy
Sent: Tuesday, May 16, 2017 3:27 PM
To: Pacchiana, Karen
Subject: FW: Above and Beyond Taxation; The City's Loss
Attachments: 4.29.17 Comments on GGP proposal to eliminate hotel DRAFT 2.docx

Please add to public comment.

Tim

From: sallie Marsico [mailto:marsico9687@sbcglobal.net]
Sent: Tuesday, May 16, 2017 1:50 PM
To: CommonCouncil <CommonCouncil3@norwalkct.org>
Cc: Kimmel, Bruce I. <brucekim@optonline.net>; Sheehan, Timothy <TSheehan@norwalkct.org>; Rilling, Harry <hrilling@norwalkct.org>
Subject: Above and Beyond Taxation; The City's Loss

From: Sallie Marsico
Date: May 16, 2017
Re: My Comments to the Planning Committee in their Entirety
at the Planning Committee Meeting, last night, 315.17.
Attachment, below.

Last night the Planning Committee voted to give its tacit approval
to a request by GGP to eliminate a key stipulation of the LDA: Mixed Use.
GGP will, in all likelihood, build their mall project without either a hotel or
office component, which would have been the most suitable accompaniments
to the retail mall.

The comments I made at the public hearing were intended to bring into focus

long-standing impact on Norwalk's image as a city.

Thank you.

Sallie Marsico
6 Lancaster Dr.
Norwalk, CT 06850
203-849-0623 (VM)
203-722-0311 (cell)
marsico9687@sbcglobal.net

Comments by Sallie Marsico, delivered to Common Council Planning Committee Members with GGP and the public in attendance, May 15, 2017

Before I begin, I would like to thank the Common Council and GGP for wanting interested citizens to comment on GGP's desire to eliminate a key component from their project in SoNo - namely, the hotel.
My remarks are directed to members of Norwalk Common Council, whose decision on today's matter will have a **long-range impact.**
Conceding *to forgo* a long-standing stipulation that the property at I-95/7 be of mixed use - and, in essence, allow GGP to develop a single-use project, the Council is placed in the unenviable position of having to decide whether to allow a much-awaited project to proceed without delay. Or.... hold GGP's to the hotel commitment.

I need to tell you, that there's something bothering about this request. There's something about it that doesn't feel right.

My sense of the thing, aside, there are essentially two primary points, here.

#1. If a hotel is not part of this project, a hotel will never be erected in the south end of the City with visibility off of I-95.

#2 A real estate executive at a large hotel company - one of the largest and best - told me on Monday, that the hospitality industry is quite healthy and, I quote, "hospitality ownership groups are very large."
Which means there's lots of activity on a lot of levels.
This translates to me as, *"a hotel deal is - or was - do-able."*

What happened?

The Common Council has a right to know.

There are important considerations, here.

The inability to achieve a hotel deal in this location raises some questions.

#1. Did GGP assign a person, experienced in the hotel industry, to the task of signing a hotel deal for the SoNo Collection? Who was that person ?

#2. Were corporate hotel chains approached for any of their mid-market concepts? What were their reasons for forgoing an opportunity to do business in this outstanding location?

#3 What boutique hotel chains were approached - and what were their reasons for forgoing an opportunity, here.

#4 An extended stay hotel, located in SoNo, would compete, nicely, with existing extended stay hotels located north of the Merritt Parkway on Rte 7. What was done to attract an extended stay hotel into the City's southern section?

#5 Was a professional, familiar with the business dynamics of our region enlisted to *market* the location to a hotel developer?
If so, who was that?

#6 Did any aspect of the SoNo project weigh on GGPs desire to negotiate out of the previously elected hotel component?

Was there concern, for example, that the mall might need more parking, which could be gained by removing parking associated with a hotel?

#4 Have there been any changes - or anticipated changes - in financing the SoNo Collection since GGP made its original commitment, here? How is financing proceeding?

These questions are not raised for the purpose of pursuing anything as accusation. They're simply asked, by way of wanting to obtain a thorough understanding of GGP 's surprising and sudden request to eliminate the hotel.

It's incumbent on the Common Council to assure the City is not disadvantaged by casually waylaying longstanding land use goals for this piece of property.

If I may, I would like to continue a little further:
Assuming a hotel would benefit the economy of South Norwalk, specifically - removing the hotel from the project changes the equation with the City for a number of reasons.

A hotel would mitigate some of the negative impact the retail mall will have on the South Norwalk business district. What would compensate the City for the loss of additional revenue to its locally owned businesses in SoNo in the absence of hotel guests, if GGP's request is met?

The presence of a hotel on a city skyline speaks volumes. It's welcoming; it speaks to a city's success. That the most significant

intersection in the City - in the region, really - will finally have a hotel, after so many years, tells the world that SoNo has arrived. What would compensate the City for the loss of this status symbol?

Norwalk has retail. Lots of it. Additional retail development wasn't something the City wanted. With the requirement that any project at on this land at I-95/7 be **mixed-use**, the city was establishing a modicum of balance between its disproportionate retail component and " something else " - in this case, a hotel of office. What would compensate the City for dissuasion from an important objective : maintaining balance among its developed elements?

Tourism: Tourism is a thriving industry in New England.

Norwalk is in an ideal position to market itself as the "Gateway to New England" along I-95. Stamford, more aligned as an "edge city" to New York, has fewer *offerings* for robust tourism. Norwalk's offerings are, in fact, too many to name.

With the addition of a hotel, Norwalk is positioned to *amalgamate itself* into regional tourism as a vital contributor. Without a full service hotel, visible from I-95, this vision is shattered. What compensates the City for this loss?

It was a long, strenuous - often bumpy - course for SoNo to attain its current, elevated status. There were decades of on and off again economic gain - but SoNo survived and is on the verge of thriving. A hotel presence would be a capstone. What compensates Norwalk for the fact that it will never have the most appropriate vehicle to lock

into New England tourism - a hotel - if the City concedes to GGP's request?

It is in the City's best interest to see that a hotel is built in conjunction with the SoNo Collection mall.

As members of Norwalk's Common Council, you bear responsibility for the economy of the city **for years to come.** The GGP project will be the biggest project in this City, both now and forever. Vision is required.

Private development of the property at I-95/7 has always been conditioned upon a mixed use stipulation.

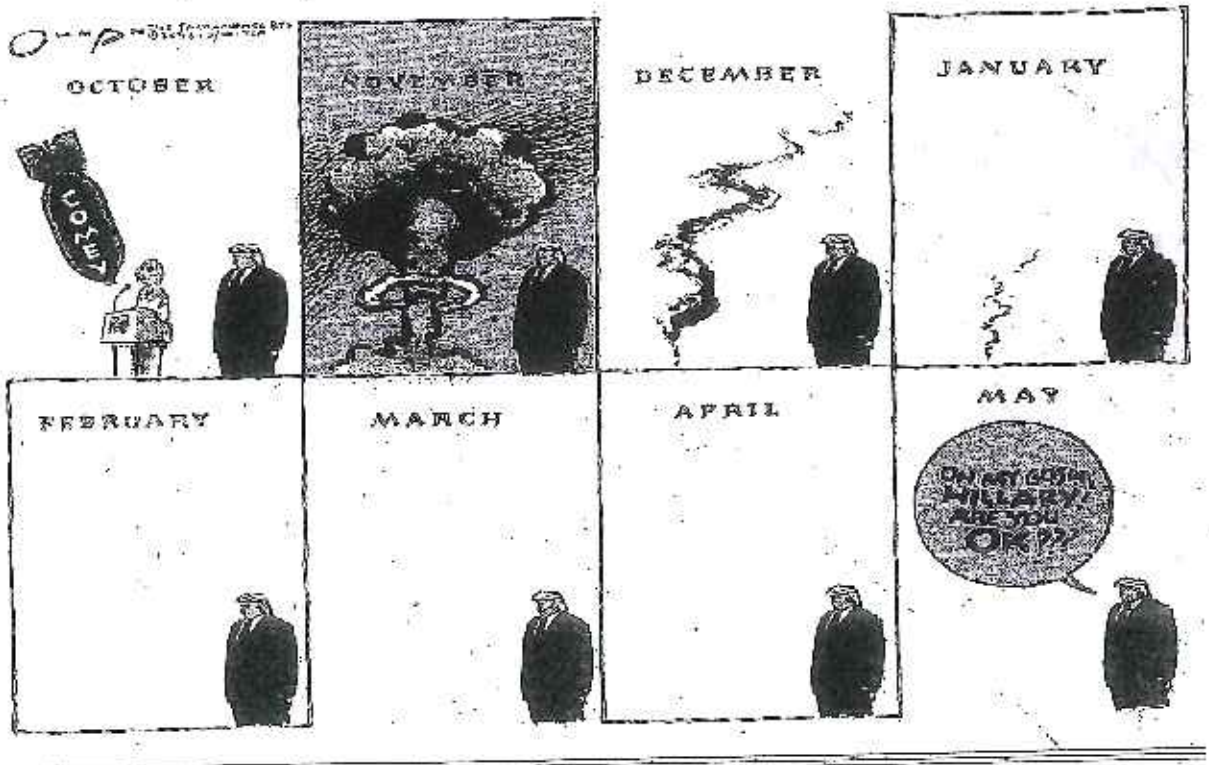
When GGP, as an already invested developer, approached the city, asking to expand the mixed-use criteria to include a retail mall, the City agreed.

It was stipulated, however - emphatically, that mixed-use was to be assiduously adhered to. GGP was required to incorporate an additional use from: office, residential or hotel. Rather readily, "hotel" was the answer.*

What happened?

In closing, I want to thank each member of this Common Council for thoughtful consideration of the points I have made, here, today.

*Footnote:
Public realm was and remains non-negotiable as an element of any development project on this property



LETTERS TO THE EDITOR

Mixed use and mixed messages on GGP deal

From the outset GGP's one million-square-foot project at I-95/Route 7 was to be a mixed-use development. For 30 years "mixed-use" has been stipulated for any project built on this vital piece of land — a cornerstone, here, in Norwalk.

Two years ago GGP agreed to meet this stipulation, deciding to focus on finding a hotel operator, rather than an office or residential developer.

In what seems like an 11th hour move, the City has, apparently, been informed that GGP cannot deliver on the hotel. Whaat? Why now, more than two years into it? The hospitality industry is stable and growing with a wide array of hotel operators to work with.

As one who has paid close attention to this long-awaited project, key questions arise. I hope to have an opportunity to raise them at the Public Hearing this coming Monday, May 15, 7 p.m., at City Hall.

SPEAK OUT

For starters: Who in City Hall agreed to release GGP from this commitment — for a one-time fee? Are they fully cognizant of the economic loss this will be to SoNo, thus the city, yearly, for the life span of the development?

There will be no hotel guests deciding to stroll SoNo and visit local attractions; there will be no office workers to identify and frequent a preferred, after-hours establishment on Washington Street or either of the "Mains."

It's an important matter, requiring clarification. It behooves city administrators to provide an accounting of what transpired that GGP appears to have been let off the hook for what will come to be seen, in years to come, as a nominal, one-time fee, un-reflective of the true loss.

Sallie Marsico
Norwalk

Appreciation for Norwalk High's Teachers' Honor Roll induction

Thank you to the Norwalk High School Alumni Association, Catherine Vigilardi, John Altieri, the Selection Committee and all guests for the wonderful 2017 Induction reception for the Norwalk High School Teachers' Honor Roll on May 7 at the Norwalk Inn and Conference Center.

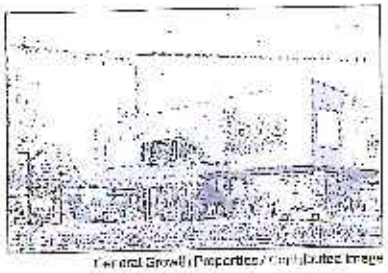
It is a wonderful experience to be included with this year's recipients of Ray Mulvey, Sue Grey, Dickon Hunter and Einar Kinlock. It is also an honor and privilege to be included on the Honor Roll with the 77 past recipients.

Thanks also to all the family members, friends and guest speakers who shared their stories and memories of the recipients.

Karen Kinlock
Wilton

The Hour

www.TheHour.com | Monday, April 24, 2017 | Since 1871 | Volume 145, Edition 114 | $1.50



General Growth Properties / Contributed Image

New renderings of The SoNo Collection without the hotel.

SONO COLLECTION

Mall faces crucial vote

Developer says upscale retail makes mall viable

By Robert Hurt

NORWALK — General Growth Properties is hopeful the Norwalk Common Council on Tuesday evening will back a major change to The SoNo Collection.

The Chicago-based mall developer considers removal of a 192 room hotel from the plan crucial to starting work on the upscale regional shopping center off West Avenue and Interstate 95.

"We've told the city we cannot start construction without a resolution, at least in principle, about the hotel," GGP Senior Director Douglas T. Adams said during a sit-down briefing with The Hour on Friday. But "I feel it will pass because we've been talking to the mayor and to leadership and to the agency, and while nothing is ever certain until those bodies get together to

See Mall on A4

SPORTS

Oddsmaker: Race for governor

Forging their own pat

Innovative partnership puts high school studer on computer science track

Norwalk High School junior Kevin Cayo looks to answer a question during his English 10A: Literature and Compo class on Tuesday as part of the Norwalk Early College Academy, the state's first P-TECH 9-14 school, which allow to earn an associates degree in applied science at the high school.

By Kevin Scholla

NORWALK — Erin Aymer originally unsure about attend CA, Norwalk's Early College A

Though she admits she was what interested in engineer program's area of focus — Ay said her mother encouraged h the plunge.

That was nearly three years when she entered the progra freshman in its inaugural clas

THE HOUR

4-24-17

FROM THE FRONT PAGE

MALL

From page A1

discuss it as a group, we're cautiously optimistic that this proposed agreement will move forward."

Under the proposed agreement, GGP would be allowed to remove the hotel in exchange for a $3.5 million payment to the city.

Major vote

On Tuesday evening, the council will be asked to authorize the Norwalk Redevelopment Agency to draft modifications to the Reed Putnam Urban Renewal Plan and Land Disposition Agreement governing the dozen-acre development site in South Norwalk.

The modifications, which are needed to remove the hotel, would later come before the council and Redevelopment Agency for approvals but likely not before June. In addition, the city's Zoning Commission would have to approve a revised site plan.

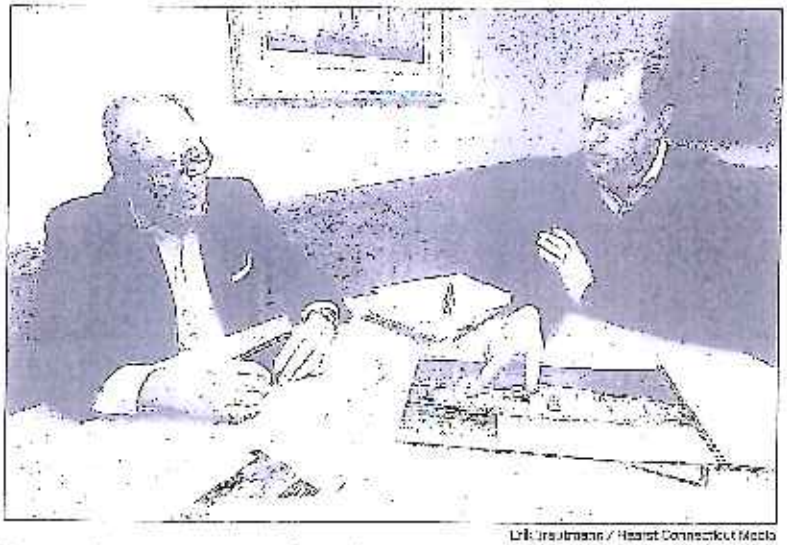
GGP plans to obtain a foundation permit in early May and begin excavation work in preparation of construction.

"We expect to be in the ground in May," Adams said.

Adams said GGP has hired VCC-USA and KBE Building Corp. as general contractors for the project. GGP hopes to complete construction by October 2019.

The SoNo Collection site plan calls for 798,000 square feet of retail space, including anchor stores Nordstrom and Bloomingdale's, as well as 80 to 100 smaller retailers, public realm space and, for now, a hotel on the site.

The project will generate 1,745 construction jobs, 2,485 permanent full-time jobs, and bring the city $45.7 million in tax revenues over the first 25 years, according to GGP.



Erik Trautmann / Hearst Connecticut Media

Representing attorney Larry Cafero and General Growth Properties Senior Director Doug Adams speak on the viability of The SoNo Collection shopping mall during a meeting with The Hour on Friday at The Hour newspaper offices in Norwalk. The viability comes into question in advance of an important discussion and vote by the Norwalk Common Council on Tuesday as they decide whether to advance GGP's requested deletion of 252-room hotel from the nearly million-square-foot regional shopping center.

Near full occupancy

A delay in the start of construction and trends in the retail industry — especially mall vacancy rates — have caused some to question the viability of The SoNo Collection. The issue arose as the council's Planning Committee addressed the hotel removal request during a special meeting last Monday.

While not disputing the changing retail landscape, GGP representatives stand by the company's fiscal health and the viability of The SoNo Collection.

GGP owns about 8 percent of high-quality, or Class A, retail space nationwide and posted 4.4 percent growth last year. Its properties have remained more than 96 percent leased over the last five years, according to the company.

"We think that Class-A retail is one of the lower-risk real estate asset classes going, and we think that's borne out in our portfolio," Adams said. "This is all we do and we are prepared to invest significant sums of money because our belief and our expertise are telling us it's going to be a great success."

Adams said GGP has signed leases from Nordstrom and Bloomingdale's. More than 80 percent of the remaining retail space has been pre-leased, according to GGP.

'Radio silence'

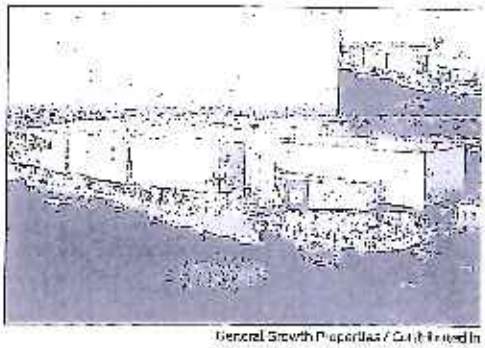
GGP planned to start work on The SoNo Collection in January but later postponed to February and then May. The lack of activity on the site fueled rumors about the project, according to Lawrence F. Cafero Jr., a Norwalk attorney representing GGP.

"That's what's been frustrating for us," said Cafero, a former state representative. "Understandably, when there was sort of radio silence from us and we went through this slip period, everybody had a theory, 'argh, they're backing out.'"

Theories ranged from GGP bringing in a casino to backing out of the project entirely, he said.

The city has been steadfast in seeing the last dozen acres of the Reed Putnam Urban Renewal Plan area built as a mixed-use development. Under the approved land uses, GGP is obligated to build retail and public-realm space and choose among a hotel, offices or residential as a third use. GGP chose the hotel.

Cafero said GGP explored the hotel, speaking with various operators, before concluding in December that it was not feasible.



General Growth Properties / Contributed

New renderings of The SoNo Collection without the hotel.

"GGP went about a very aggressive campaign to [illegible] a hotel operator," Cafero said. "They did all the plans for it. We were in hook, line and sinker, so up until December we sa[illegible] had a shot."

In December, the final prospective hotel operator backed out. At about the same time, RD. Rich Co. moved forward with its plan to build a hotel on South Main Street, creating "another nail in the coffin," Cafero said.

GGP ruled out residential and offices, based upon construction costs versus anticipated revenues. At that point, discussions began with the city, resulting in the proposed agreement that would pay the city $3.5 million to compensate for property taxes lost if the hotel is not built.

The city is exploring how to receive the $3.5 million payment and use it to provide the greatest benefit to Norwalk residents, according to Mayor Harry W. Rilling's office.

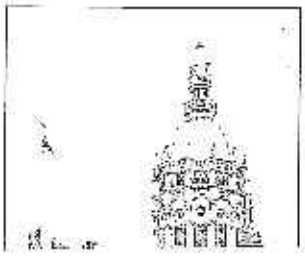
rkoch@hearstmediact.com

RACE

From page A1

"It's not clear to us that there are frontrunners on either side," Kondik told Hearst Connecticut Media on Thursday. "It seems like almost potentially a cast of thousands on both sides."

Next year's gubernatorial contest presents Republicans with [illegible]



lead the state since 1986, Malloy was recently rated as the most unpopular governor in his party in the nation by the nonpartisan polling service Morning Consult, with a 26 percent approval rating. He has been maligned over budget deficits and a sluggish economic recovery. His decision to forgo a re-election grind, Kondik said, doesn't change the outlook on the race.

[illegible] classified as leaning Democratic in his latest ratings on Friday.

More than a dozen people have expressed varying degrees of interest in being governor. There are mayors: Danbury Republican Mark Boughton, Middletown Democrat Dan Drew and Shelton Republican Mark Lauretti. There's the state comptroller, Democrat Kevin Lembo, and the former U.S. [illegible]

said Jennifer Duffy, senior editor of the nonpartisan Cook Political Report in Washington, D.C. "I want the field to sort itself out a[illegible] then reassess."

Republicans can hang their hopes on two key factors, however. Before Malloy, the previous four gubernatorial contests went to the GOP, with John G. Rowland and M. Jodi Rell. And even though

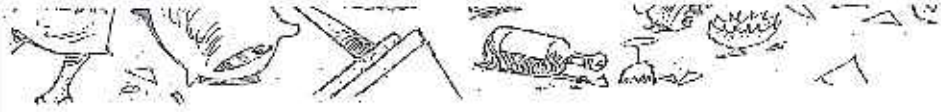
up to the translation of the state's toolkit for a Family Preparedness Plan into eight languages to help parents and guardians with concerns about the immigration. Aided by United Way of Connecticut, the new translations were announced Monday by Gov. Dannel P. Malloy. The aredness plan gives step-by-step information on ocumented parents can protect their children, be U.S. citizens, should they be detained or de- is practical advice for a confusing time. Without ng a standby guardian, the state would have to ce children. Available for downloading at http:// gov/FamilyPreparedness, the plan is now offered , French, Haitian Creole, Mandarin, Polish, Por- Spanish and Vietnamese, as well as English.

up to a bill passed in the House of Connecticut's General Assembly on Wednesday that would help to diagnose students with dyslexia and lead to critical early intervention. Dyslexia is a learning disability that affects reading, spelling and word comprehension. The bill would require ucation teachers to receive training on recogniz- dia in a young child and knowing what's called based structure literacy interventions. Many eated for this bill, including Kara Bergeus, a par- Wilton. With an estimated one in five students y dyslexia, this bill should be passed by the Sen- nt to Gov. Dannel P. Malloy, who is evidence that a dyslexia can succeed.

down to the steep drop in state inspections of companies that could be violating air, water or pollution regulations, as reported Wednesday by the Connecticut Council on Environmental Quality. The state Department of Energy and Environmental Protection made 69 percent fewer is last year compared to 2008, which the agency to budget cuts. The council also reported that rcent of Long Island Sound water had acceptable xygen. The overall impact is disturbing, given Donald Trump's plan to eviscerate the federal ental Protection Agency and reduce money for and green initiatives.

up to all those, however, who showed the envi- onment is an important issue to them by partici- pating in Earth Day activities throughout the state Saturday. Volunteers cleared rivers and woodlands, marched for science or planted trees in appreciation of the natural world.

up to Gail Stevens, a financial aid assistant at Norwalk Community College, and the Committee on Diversity and Inclusion for organizing a dis- cussion Wednesday at the college about gun violence. About 200 people came to hear U.S. Senators Richard Blumenthal and Chris Murphy e mostly spurned legislative attempts to reduce ce and improve mental health services. Blumen-



WHERE I STAND

Mall deal changes are 90 percent in favor of the developer

By Bob Welsh

The key point here is that Norwalk already made major concessions to GGP so the mall would be built.

Mall developer GGP says it has a big problem. In June 2016, GGP won permission to build a mall and hotel in Norwalk. GGP's preference at the time was to build a mall without a hotel, but Norwalk's leaders insisted that a mixed-use project was far better for the city. GGP added the hotel, obtained approvals, and recently announced that it can't build the promised hotel because it is "economically unfeasible" for the company.

Now GGP reps want special permission to revise their plans to omit the hotel. Norwalk's leaders already compromised tremendously to grant the June 2016 approval. Therefore, any further compromises should require a hard look at GGP's definition of "unfeasible" economics. To their credit, GGP team members Doug Adams and Larry Cafero were forthcoming at last week's information session in SoNo and in a follow-up phone call.

Please bear with me for a few sentences worth of numbers — they're important. GGP's cost to build the mall without a hotel is roughly $475 million, which would achieve the company's desired return of 8 percent. Building the hotel costs an extra $56 million, and the projected rate of return on the hotel portion is 4.4 percent, which I calculate reduces GGP's rate of return to 7.63 percent.

If GGP builds the mall and hotel, the difference between a return of 8 percent and a return of 7.63 percent is a drop in profits from $42.5 million to $40.5 million. So GGP's "big problem" is that it's $2 million short of its profit target if it hews to the agreed plan and builds the mall with a hotel.

GGP's elegant solution is a "deal in principle" negotiated with Mayor Harry Rilling, the RDA, and Council leadership to remove the requirement to build a hotel. Norwalk's Common Council can approve or reject the proposal, and will consider moving it along at their meeting on Tuesday (April 25) at 7:30 p.m.

Under the revised deal, Norwalk would allow GGP to omit the hotel, which eliminates GGP's alleged $2 million per year profit shortfall. In exchange, Norwalk will receive a lump sum payment which is the equivalent of $200,000 per year for 17.5 years. Is this a balanced deal, or should Norwalk and GGP split the $2 million yearly benefit to GGP from omitting the hotel?

If the Common Council rejects the revisions, GGP reps said the next step is to pursue arbitration or a lawsuit against the city.

I'm of two minds on this deal. As a businessman, I empathize and root for anyone seeking to (ethically) earn a profit by taking risk and creating value for customers. As a citizen, I'm concerned that the city could be outmaneuvered by a savvy developer with an impressive lobbying team.

Norwalk did not create the alleged shortfall in GGP's yearly profits, yet Norwalk is on the verge of handing the developer a concession worth $2 million per year in exchange for a payment that is only 10 percent of that sum. In other words, the deal is 90 percent in the developer's favor. Moreover, under the new deal GGP gains what it couldn't obtain originally - permission to develop the entire property as a mall only, with no significant mixed use.

The deal's supporters note that once the mall is built, GGP will pay property taxes of $2.5 million per year, which will double after five years. New tax revenue, jobs, and permit fees would be welcome, which is why Norwalk's leaders compromised away their wish for residential or office space, and allowed the hotel instead. Norwalk also agreed to count "public realm" space within the mall as a mixed use, even though it's likely to be a place where shoppers rest their weary feet and enjoy some frozen yogurt.

The key point here is that Norwalk already made major concessions to GGP so the mall would be built. Now GGP doesn't like the deal and wants revisions that appear to be 90 percent in GGP's favor. Is this reasonable?

Our council members put in long hours for lousy pay and lots of abuse. They thought they were done with the mall the last time they made major concessions. Unfortunately, they aren't. The stakes are high here. The Common Council could achieve major and lasting community benefit by insisting on a more equitable agreement with GGP.

Therefore, I respectfully request that the council:

1. Check my figures and math with an independent expert. I'm not a real estate analyst and the Common Council should be guided by numbers from an independent person who is.

2. If the numbers are anywhere near what I calculated, reject the deal and invite GGP back to the negotiating table.

3. Stand firm. As a condition of revising the LDA yet again, insist that Norwalk gains at least half of GGP's monetary benefit from doing so.

By all appearances, GGP is doing an excellent job of looking out for its shareholders. My hope is that our Common Council will stand up for Norwalk's 87,000+ shareholders and demand a more balanced deal.

Bob Welsh is a resident of Norwalk.

THE HOUR

4-25-17

EWS

'rogram brings
rt therapy to
pecial needs
tudents

age A3

BUSINESS

Sprint wins 5-year state contract for IP relay service

Page A4

SPORTS

UConn receiver Norwalker Thomas eyeing the NFL

Page B1

The Hour

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THE SONO COLLECTION

GGP's hotel removal advances

Common Council authorizes request in a 12-1 vote

By Robert Koch

NORWALK — The Common Council advanced Tuesday evening General Growth Properties' request to drop a hotel from The SoNo Collection provided the public is able to weigh in before final approvals.

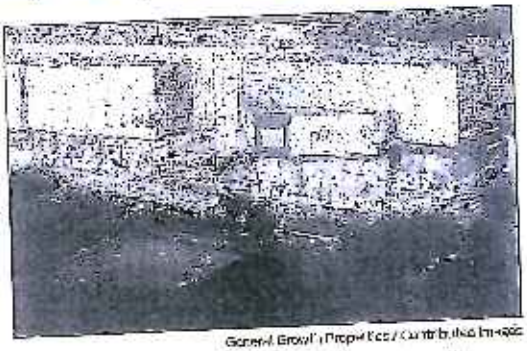
At least two public hearings will be held before the council and Norwalk Redevelopment Agency act, upon the hotel removal request.

While GGP and Redevelopment Agency officials gave assurances that hearings would be held, Councilwoman Shannon O'Toole Giandurco, a District D Republican, asked those assurances be part of Tuesday evening's approval.

"We have just found out tonight that there's going to be public hearings and such," O'Toole Giandurco said, "I want that to be, on the record, part of the process."

In a 12-1 vote, the council authorized the Redevelopment Agency to modify the city's Reed Putnam Urban Renewal Plan and Land Disposition Agreement to accommodate the hotel removal. The Redevelopment Agency Commission will take up the matter Wednesday

See Hotel on A6



General Growth Properties / Contributed image

New renderings of The SoNo Collection without the hotel.

"We have just found out tonight that there's going to be public hearings and such. ... I want that to be, on the record, part of the process."

Councilwoman Shannon O'Toole Giandurco, District D Republican

Morris

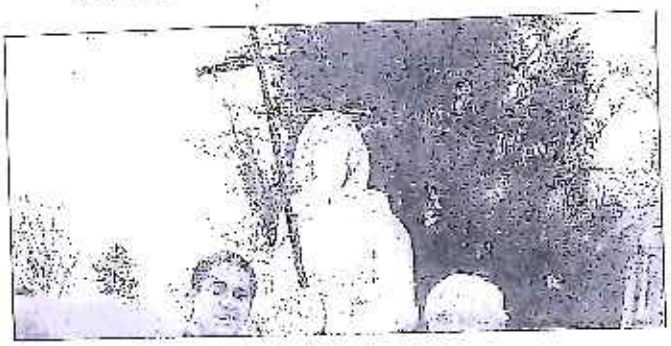
Milling

POLITICS

Morris to run for

FATHER MICHAEL BOCCACCIO

SIGNATURE STYLE



A fixture of St. Philip Church, longtime Norwalk pastor reflects on 29 years of service

By Haitlyn Krasselt

NORWALK — The Rev. Michael Boccaccio does not believe in reincarnation. He is Catholic after all.

But if, by some chance, he does come back to another life, he wants to be a seagull.

"I love flying, I love the sea, and I'd love to leave my signature on a few heads," Boccac

THE HOUR

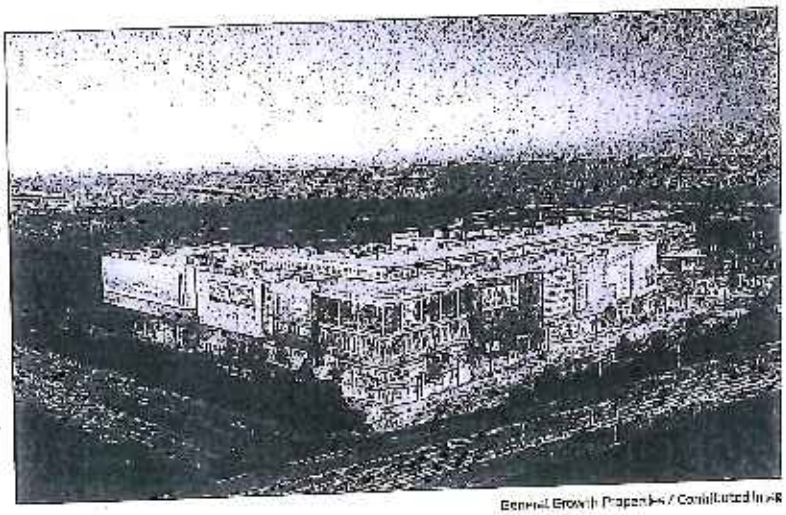
4-26-17

FROM THE FRONT PAGE

HOTEL

...m page A1

...ning.
The council action came ...er discussion and input ...m residents.
Council members were ...ged Tuesday evening to ...gin the process of ...ending the city's Reed ...tham Urban Renewal ...an and Land Disposition ...greement governing the ...velopment site. The ...endments are needed ...r the hotel to be removed ...m The SoNo Collection.
"I strongly believe that a ...oject that will produce ... excess of $5 million ...nually in tax revenue ...d over 2,400 full-time ...bs should at least have ...s developer heard and ...quest entertained," said ...uncil Majority Leader ...hn Kydes, a District C ...emocrat.
Councilman Travis ...inms, a District B Demo...rat, reiterated his support ...r the mall, but asked ...at the development re...ain mixed use.
"I think we should be looking to either put a hotel or the apartments as the LDA requested," Simms said.
Earlier, resident Brenda Penn-Williams said families and businesses were displaced from the development site under eminent domain 20 years ago with the promise that housing would be rebuilt.
"Now GGP is offering the city $3 million to amend the LDA," Penn-Williams said. "Once again, people had to give up their property and the city was supposed to make sure that housing was going to be built. Once again, the city is being bought by developers."
William J. Hennessey Jr., an attorney representing GGP, said commitments by anchor tenants Bloomingdale's and Nordstrom are driving the need to secure approvals for the hotel removal. GGP has targeted October 2019 as the opening date for The SoNo Collection.
"Unless we begin now, we don't complete, so that's what's driving the timeline," Hennessey said.
Public hearings will be part of the review process for the hotel removal, Hennessey said.
Councilman Richard J. Bonenfant, an at-large Republican, found a pattern among public-private development projects in Norwalk.
"The city has always met its end of the bargain," Bonenfant said. "It's the developers that keep coming back and saying, 'We've got to make a change.' And then we go along with it, and they come back again and then they flip the property to the next person."
The Chicago-based mall developer has offered to pay the city $3.5 million in lost tax revenues if the city releases the company from its obligation to build either a hotel, offices or apartments as a third land use.
The city is exploring how the $3.5 million contribution would be received and structured to provide the greatest benefit to Norwalk residents, according to Mayor Harry W. Rilling.



General Growth Properties / Contributed photo

New renderings of The SoNo Collection without the hotel.

GGP purchased the 95/7 site from Spinnaker Real Estate Partners in November 2013 for $85 million. Last year, after extensive planning, community outreach and expedited review by city boards and agencies, GGP secured final approvals for The SoNo Collection.
The approved site plan calls for 728,000 square feet of retail space, including anchor stores Nordstrom and Bloomingdale's, as well as 80 to 100 smaller retailers, public realm space and the hotel on the site.
Under the council-approved land uses, GGP was obligated to build retail and public-realm space and choose among a hotel, offices or residential as a third use. GGP chose the hotel but concluded in December that neither it, offices or apartments are financially feasible.

Alexandra Kilgallen / Hearst Connecticut Media

RULING

From page A1

advance of the public hearing, which is set for 7:30 p.m. May 4 in the Common Council chambers of City Hall, 125 East Ave.
"We have a neighborhood meeting starting at 3 o'clock Sunday," said Rick Reardon, who lives at 11 Quintard Ave. "We'll be passing out our information, we'll be doing the same thing we have been doing: organizing and getting everybody on the same page so they know what's going on."
Reardon said he and other neighbors knew Firetree would appeal the city's denial of a zoning ... to the Zoning Board of Appeals. The appeal seeks to reverse the denial and have the required permits approved.

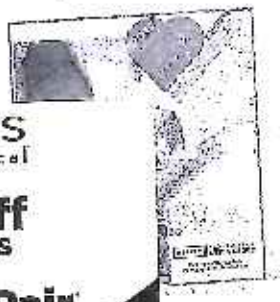
$1 million investment

Firetree purchased the property from Pivot Ministries in July 2015 for $499,000. Before making the purchase, Firetree "undertook an extensive due diligence" by meeting and corresponding with Norwalk zoning staff. After acquiring 27 Quintard Ave., Firetree obtained a building permit and made about $600,000 of improvements to the property, according to a summary of the appeal.
"Firetree now finds itself unable to occupy and use its Property, following its almost one million ... Bridgeport-based nonpro... it organization, provided drug- and alcohol-rehabi... itation services at the ad...dress since 1976.
Reardon rejects that th... new facility would be ... similar to that which ha... been operated by Pivot ... Ministries. He described ... the earlier use as a "spiri... tual organization with ... ministers" and the pro...posed new use as locatio... for federal inmates with ... heightened security.
"We're concerned abo... the safety of the children ... we're concerned about th... safety of our neighbor...hood, we're concerned ... about a business openin... up," Reardon said. "It's ... going to change the face ... the neighborhood."
Firetree, meanwhile, ... has turned to the Mer...

SUNDAY
ARTS & STYLE

Jane Stern: Finding the best food on the road

NEWS



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The Sunday Hour 20

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THE SONO COLLECTION

Public gets say on mall changes

By Robert Koch

NORWALK — The public can weigh in on General Growth Properties' request to remove a mall from The SoNo Collection during a hearing before the Common Council's Planning Committee on Tuesday evening.

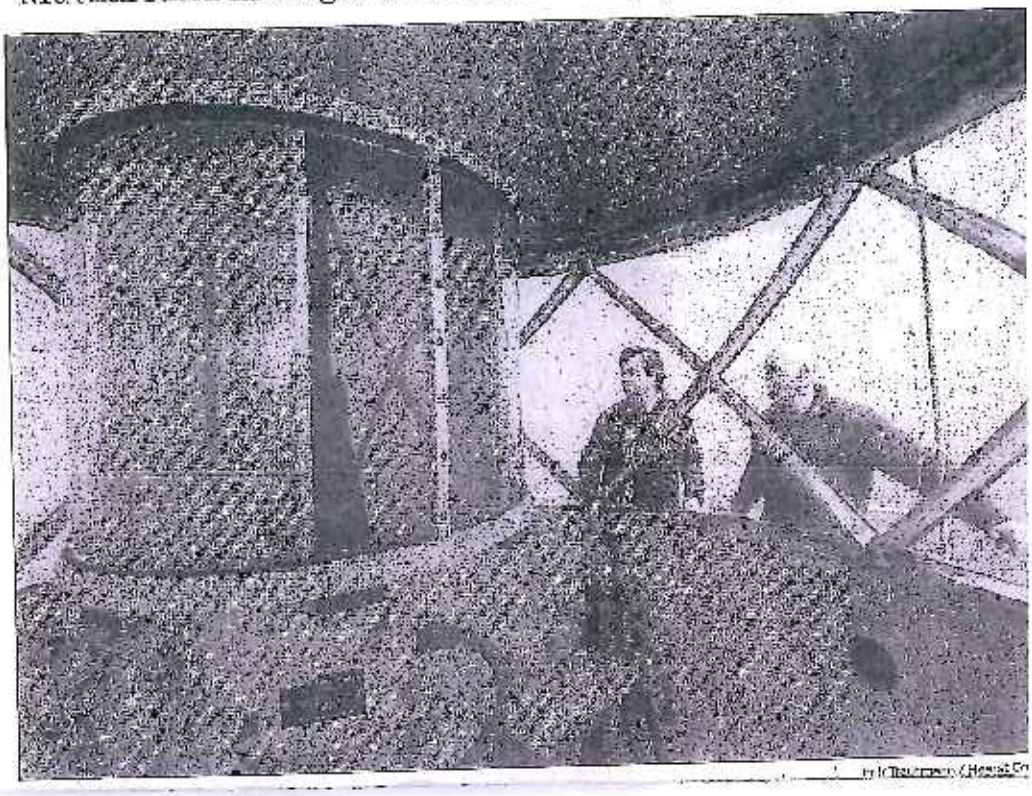
"I recommend that the public come out to voice their opinions and thoughts on the proposed modifications," said Councilman John Kydes, a District C Democrat who chairs the committee. "We're here not to discuss the feasibility of the mall but the modification of the project."

See Mall on A4

GREENS LEDGE LIGHT

Keeping it bright

Mutual fund manager and restaurateur plan to preserve lighth



THE HOUR

5-7-17

FROM THE FRONT PAGE

MALL

rom page A1

The public hearing — the st of several on the hotel moval — is scheduled for nesday at 6 p.m., in the ommon Council chambers City Hall, 125 East Ave.

learings required

On April 25, the council dvanced the Chicago-ased mall developer's equest to remove the 152-oom hotel from the ap-roved site plan for the pscale regional shopping enter off West Avenue and nterstate 95. Specifically, he council authorized the lorwalk Redevelopment gency to modify the city's eed Putnam Urban Re-ewal Plan and Land Dis-osition Agreement to ac-ommodate the hotel re-oval.

The council lent its sup-ort to advancing the hanges with the stipula-on that at least two public hearings be held before the council and Redevelopment Agency Commission vote on the changes.

The approved site plan for The SoNo Collection calls for 726,000 square feet of retail space, including anchor stores Nordstrom and Bloomingdale's, as well as 80 to 100 smaller retail-ers, public realm space and the hotel on the dozen-acre site.

Commitments questioned

On Thursday evening, Planning Committee mem-bers questioned Eric D. Bernheim, the attorney engaged by the city to help review the mall plan, on the two anchors' commitment to the project.

"The city's legal counsel had the opportunity to review the lease agree-ments of both Nordstrom's and Bloomingdales," Eydes said Friday. "The details of those leases commit them as the anchor stores if the project is complete by Octo-ber 2019."

GGP Senior Director Douglas T. Adams and Lawrence F. Cafero Jr., a Norwalk attorney repre-senting GGP on the project, were present at the commit-tee meeting to answer ques-tions.

"You've got two solid world-class, high-class anchors of high quality that are signed, sealed and de-livered, and are coming to Norwalk, Conn., for a mini-mum of 20 years," Cafero said Friday.

Questions about the two anchor tenants' commit-ment to the project come after GGP — in an addition-al change — asked to ex-pand the definition of high-quality anchor tenants to include such entities as movie theaters and grocery or furniture stores. For some residents, the re-quested changes are grounds for alarm.

"The world class mall developer who came before you a few years ago with their expert assessment of how to develop this mixed use designated parcel in a way that was economically feasible and harmonious with Norwalk's needs is now admitting that they are floundering and they want you to help them make their numbers work," wrote East Norwalk resi-dent Deb Goldstein in a letter to council members in April. "They should be held accountable for their own failure to plan, as all commercial enterprises should."

Promised payments

The city has always sought to redevelop the last dozen acres of the Reed Putnam Urban Renewal Plan area with various uses, including offices, housing and retail. GGP had committed to building a hotel as a third use, alongside retail and public realm space, but informed the city early this year that neither a hotel, offices nor housing would be economi-cally feasible.

Closed-door discussions followed between GGP, the city and the Redevelopment Agency regarding the hotel removal. In April, Mayor Harry W. Rilling's office announced that an agree-ment had been reached whereby GGP would pay the city $3.5 million in an-ticipated lost property taxes to remove the hotel.

Cafero said Friday that GGP has paid the city $850,000 to help create a circulator bus to serve the mall, as required under its development agreement with the city. He said GGP will pay the city by next Thursday $1,020,550 for easements rights needed to build the mall — also part of the agreement — as well as $348,810 for a founda-tion permit that will be pulled next Wednesday.

"In my 59 years here, I am challenged to remember any entity paying the city of Norwalk $2 million," Caf-ero said. "Also, if this goes the way GGP would like it to go, by June 8, if final approvals are received there's another $3.5 mil-lion."

William D. Ireland, the city's chief building official said Friday that GGP has scheduled a meeting with him next week regarding the payment for the founda-tion permit.

More hearings scheduled

Tuesday's public hearing on the hotel removal re-quest will be the first of at least three such hearings for residents and others to weigh in on the requested modifications to the mall plan.

The Planning Committee has scheduled a second public hearing for May 15, at 7 p.m., in Room 281 of City Hall. The Redevel-opment Agency has sched-uled a hearing for May 24, at 7 p.m., in Room A300.

rkoch@hearstmediact.com

LIGHTHOUSE

rom page A1

When the General Services dministration decided again to ttempt to divest in 2015, McGee ried to convince the city of Nor-walk and the Sixth Taxing Dis-rict to acquire the light. When hey declined, he knew the next tep was a public auction, so he ormed the Greens Ledge Light reservation Society in a pre-mptive effort to save Greens edge.

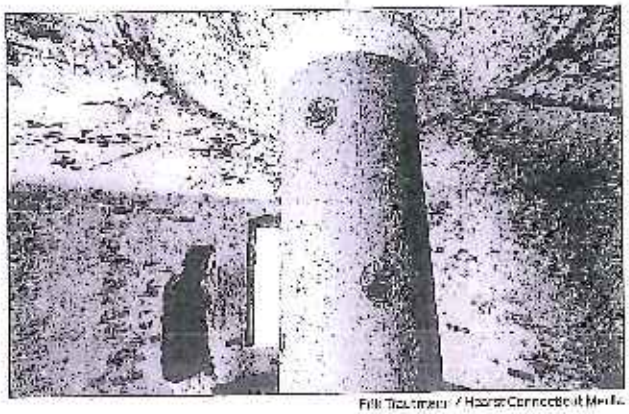
"I recognized the sale of Greens edge as a once-in-a-lifetime pportunity that I was not going o let slip by me without a fo-used effort to acquire it," McGee aid. "It just sat with me that many years. It's a small sliver of history where civilians get to be nvolved. I decided to give it my best shot or kick myself the rest of my life for not trying."

By August 2016, after several friendly face in Rowayton, but we didn't really know each other. We get out there and I recognize his face and he recognizes me. So we start chatting."

McGee was set on making sure the light didn't end up in the wrong hands. With a healthy amount of skepticism, he began questioning Pettee and quickly learned they shared similar goals for the historic structure.

From there a friendship was born. In the following weeks, at a table in Brendan's 101 — the Ro-wayton staple McGee opened in his early 20s — they put a plan in motion. Pettee would acquire the light and donate it to the founda-tion McGee had already started. Together, they will run the non-profit, seek community support and restore the light.

"What happened that day at the inspection is that Pettee's vision met Brendan's dream," Pettee said. "I said, 'I don't want to do a B&B, we want to preserve



Erik Trautmann / Hearst Connecticut Media

Rowayton resident and Greens Ledge Light Preservation Executive Director Tim Pettee tours the Greens Ledge Lighthouse on April 26 one mile off the coast of Rowayton in Norwalk. The U.S. General Services Administration New England revealed last month that Pettee and the Greens Ledge Light Preservation Society were awarded the lighthouse which was built at the turn of the 20th century following the GSA auction in July last year.

1972, the light and fog signal were

but beginning in August they'll

tioning lighthouse with the Coas Guard maintaining the light and sound functions.

The light was constructed out of brick with a narrow, steel spi-ral staircase circling upward. Th floors — there are seven of them, including the basement — becon gradually smaller as visitors mov up in elevation.

While the structure has been unoccupied for decades, remnants of its time as a home re-main. Outlines of a stove, toilet and furniture are visible in the peeling lead paint. On one level, the marks of an astrologist were left behind on the center pole.

At the top, a single lightbulb inside a spinning cylinder of mir rors still notifies boaters they're headed for land. Here, it's eerily peaceful as the top sits level with the cloud cover that's finally star ting to clear. The salty air is crisp and the sound of the waves crash ing below provide a vacation-like soundtrack.

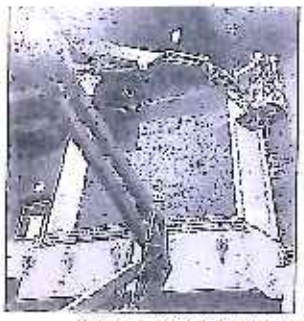
WALK — A dispute he- the developer and contrac- o renovated the historic ree! Theater has headed already landed in state r Court in Stamford. letter to The Hour on g Morganti Group Presi- d CEO Nabil M. Takla d a "Certificate of Sub- Completion" dated 30 and signed by the t and noted the theater n open for more than a

ough the Owner of the has had beneficial use of ject for some six weeks

liabilities more than $1.5 million due for that work," Nalda wrote.

Nalda provided The Hour copies of several payment applications totaling $1.52 million. He described public comments made by theater developer Frank Farricker and theater President Suzanne Cahill as "vituperative" and said Morganti "had no choice but to cease performance and file the mechanic's lien in question to protect its interests and those of its subcontractors."

Morganti filed the lien April 31. Mechanic's liens represent an initial step to force customers to honor their bills by giving con-



Hearst Connecticut Media, file photo

Construction on the interior of the Wall Street Theater in Norwalk.

justified, but it is not the only encumbrance on the property resulting from the Owner's unwillingness to pay for work on its Project," Takla wrote.

Lawsuit filed

Takla provided a copy of a lawsuit filed by GTL Construction LLC against Wall Street Company in state Superior Court in Stamford in March.

GTL Construction, the White Plains, N.Y.-based company that provided demolition work and other construction-related services before being terminated from the project in February 2016,

against the developer, including foreclosure of a mechanic's lien, breach of contract, unjust enrichment, bad faith, fraud and conversion of funds.

"The firing occurred only after the defendant, Wall Street, through its agent, Frank Farricker, demanded the plaintiff provide change orders on work that was done in accordance with the original specifications," wrote Jeffrey K. Goldstein, the attorney representing GTL Construction.

Battle of words

Speaking to the Norwalk Common Council's Planning

See Theater on A5

'ALWAYS IN SERVICE'

Erik Trautmann / Hearst Connecticut Media

orwalk Hospital paramedic and EMS supervisor Lynn Ryder visits with Cranbury Elementary School first-graders on Tuesday, providing tours of an ambulance and sharing information on EMS and 911 awareness, safety and injury prevention in recognition of National Trauma Awareness Month. At right, Ryder puts a neck brace on third-grader Dominick Scarpelli.

SONO COLLECTION

Positive feedback for hotel drop

General Growth Properties' request goes over well at public hearing

By Robert Kock

NORWALK — General Growth Properties' request to drop a hotel from The SoNo Collection received largely positive feedback during a sparsely attended public hearing before the Common Council's Planning Committee at City Hall on Tuesday evening.

But committee members want to understand the tax impacts before allowing the Chicago-based mall developer to remove the hotel in exchange for a $3.5 million payment to the city.

Cafaro

"At the last meeting, there was discussions of getting evaluations without and without (the hotel) and some information from the Tax Assessor's Office," said Councilwoman Shannon O'Toole Gioiardo, a District D Republican on the committee. "Has that information been gathered and could you get it out to us maybe before the next public hearing so we could review it?"

Corporation Counsel Mario F. Coppola, head of the city's law department, said it probably would be impossible for the assessor to prepare such a valuation before the next public hearing, which is scheduled for Monday.

"A representative of GGP offered to share their analysis — and I'm not saying we can rely on this — I'm just curious if we can have somebody take a look at that," said Councilman Thomas P. Livingston, a District F Democrat on the committee.

See Mall on A5

SAINTS CATHOLIC SCHOOL

THE HOUR

5-10-17

All Saints Catholic School eighth-grader Colin Ryan gives his presentation, The Corn Fixer, for his Capstone Engineering Design Project.

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showing the judges the methane gas that collected in balloons placed atop plastic bottles full of decomposing waste he found around his house, such as waste paper and disposed fruit.

The capstone projects will be judged by the panelists according to a point system. Three winners from each of the grade's wide problem, particularly particle pollution," she said.

Cook said Rooney used critical thinking to come up with the idea to solve her problem, collaboration with four community mentors to narrow down the scope of her project, communication in producing the written portion of the project as well as the presentation and creativity throughout the entire problem-solving process.

Over time, her idea evolved into the creation of an elaborate, judge-pleasing indoor air filtration system that could be powered by the sun and have no need for replacement filters.

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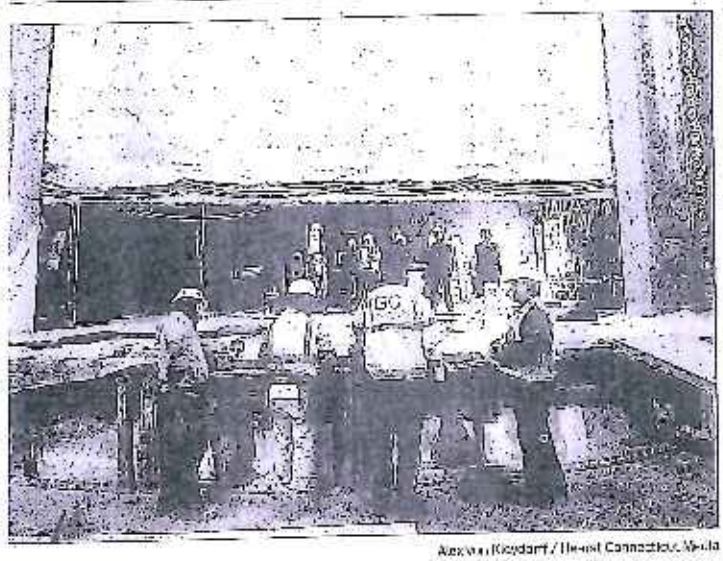
@KevinAndSchultz



Alexander Kaygorodoff / Hearst Connecticut Media

uction on the interior of The Wall Street Theater on March 8 in Norwalk.

EATER

age A1

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l Street Theater Company, the nonprofit organization that undertook renovation of the historic theater, released a statement last week stating that Morganti "has failed to complete the project and has liened the property in an attempt to leverage payment of over a million dollars that it is not due."

"Morganti has improperly billed for work that is not complete, has improperly billed for work that is defective, has failed to pay subcontractors and has failed to issue certain credits that are owed to Wall Street Theater," the statement read. "Worse yet, Morganti has repeatedly threatened Wall Street Theater in a manner unsuitable of a General Contractor."

On Thursday, Farricker and Cahill asked the Planning Committee to advance a term sheet outlining conditions for a $1.66 million loan through the U.S. Department of Housing and Urban Development's Section 108 program. The loan represents a portion of the financing for the theater renovation.

Councilman John Rydes, a District C Democrat who chairs the committee, said it would be "irresponsible" to advance the term sheet given the liens.

"I think we all here at the table wish you all the financial prosperity moving forward," Rydes said. But "I'm inclined to table this item until there are no liens on this property."

MALL

From page A1

Eric D. Bernheim, an attorney hired by the city to review The SoNo Collection, said GGP emailed him and city officials the analysis Tuesday afternoon. The analysis projects the hotel would generate $3.5 million in property taxes over 20 years, he said.

Per Livingston's request, the assessor's office will review the information.

The approved site plan for The SoNo Collection calls for 728,000 square feet of retail space, including anchor stores Nordstrom and Bloomingdale's, as well as 80 to 100 smaller retailers, public realm space and a 152-room hotel on the dozen-acre site off West Avenue and Interstate 95 in South Norwalk.

During the public hearing, two residents endorsed and another opposed GGP's request not to build the hotel.

"This opportunity is outstanding and for us not to be able to take advantage of it for Norwalk and for the future would be a huge mistake," said former Councilwoman Patsy Brescia.

Wini Mola said the mall site has sat vacant for 25 years and could remain if the city does not approve the change.

"This will bring a vibrancy back to our community," Mola said. "Let's not lose this opportunity."

Deb Goldstein, however, said residents and businesses were displaced from the development site 25 years ago and the city moved to redevelop it with a variety of uses. She asked the city not to remove the hotel without making requests of GGP.

"Whenever two parties, or in this case three parties, open up an agreement, everybody gets to bring something to the table," Goldstein said. "Just because the red line was brought to you and this is what they've asked for doesn't mean the city of Norwalk cannot make its own requests in connection with amending the agreement."

Lawrence F. Cafero Jr., the Norwalk attorney representing GGP, said the company spent "hundreds of thousands of dollars" to develop the hotel plans before determining in December that a hotel was not feasible. He rejected critics' assertion that the requested changes are a "bait-and-switch" by GGP.

"We insisted on transparency, honesty and openness from the very beginning of this project," Cafero said.

The Norwalk attorney said GGP's commitments to Nordstrom and Bloomingdale's to open The SoNo Collection by October 2019 are driving the rush to have the hotel removal approved by June 8. Without such approvals, construction will stop, he said.

"If you choose not to (approve) ... unfortunately the project has to stop because we would not be able to live up to our commitments to the anchors," Cafero said. "And if it stops, obviously, all the payments that are forthcoming to the city would also stop."

Cafero said GGP presented the city a $550,000 check, representing the company's commitment to creating a circulator bus for the mall. GGP has paid $2,900 for a permit to use the city's wastewater treatment plant, $648,000 for a foundation permit and has cut a $1,022,500 check for easement rights, he added.

GGP plans to obtain the foundation permit Wednesday and shortly afterward begin excavation work on the mall.

Alexander Kaygorodoff / Hearst Connecticut Media

Norwalk resident Patsy Brescia speaks to the Common Council in support of the planned mall to be built in Norwalk during a public hearing at City Hall on Tuesday.

VII. E

Chapter 67A. Municipal Liability

§ 67A-1. Indemnification.

[Amended 7-9-2002]

(a) The City of Norwalk shall protect and save harmless and shall defend any lawsuit or administrative proceeding instituted against any municipal officer, whether elected or appointed, of any board, committee, council, agency or commission of the City of Norwalk, or any municipal employee of the City of Norwalk from financial loss and expense, including legal fees and costs, if any, arising out of any claim, demand, suit or judgment by reason of alleged negligence, or for alleged infringement of any person's civil rights, on the part of such officer or such employee while acting in the discharge of his or her duties in accordance with applicable provisions of the Connecticut General Statutes including, but not limited to, Section 7-101a, as that section may be amended from time to time

(b) In addition to the protection provided under subsection (a) of this section, the City of Norwalk shall protect and save harmless any such municipal officer or municipal employee from financial loss and expense, including legal fees and costs, if any, arising out of any claim, demand or suit instituted against such officer or employee by reason of alleged malicious, wanton or willful act or ultra vires act, on the part of such officer or employee while acting in the discharge of his or her duties. In the event such officer or employee has a judgment entered against him or her for a malicious, wanton or willful act in a court of law or administrative body, the City of Norwalk shall be reimbursed by such officer or employee for expenses it incurred in providing such defense and shall not be held liable to such officer and employee for any financial loss or expense resulting from such act.

§ 67A-2. Defense provisions.

Except as otherwise provided in this chapter, the City of Norwalk shall defend any action brought against any municipal officer or municipal employee. It shall not be liable for any judgment, settlement or for fees of attorneys or other costs if a municipal officer or municipal employee does not notify the City Clerk, in writing, within 10 days of his/her first notice of presentation or institution of a claim or a lawsuit or chooses to defend any action on his or her own without the authority of the Mayor or the Corporation Counsel, unless it is determined that the City of Norwalk was required to represent the interests of such person and has failed to provide counsel for such person.

§ 67A-3. Notice of withdrawal of defense.

In the event that the City of Norwalk determines at any time that it will not defend or save harmless any municipal officer or municipal employee as a result of the person's acts or omissions occurring not in the performance of governmental functions or within the scope of the

person's duties or if the person has acted in bad faith and not in the exercise of honest judgment or has acted maliciously, wantonly or in abuse of his or her discretion, the Mayor or the Corporation Counsel shall give prompt written notice to the person that the City of Norwalk will withdraw coverage and provision of defense as established by this chapter. The Mayor shall deliver written notice of the withdrawal to the Common Council at its next regular meeting. The withdrawal shall be effective unless rejected by a resolution of the Common Council.

§ 67A-4. Notice of withdrawal of policy to save harmless.

In the event that the City of Norwalk determines, at the time of the institution of any suit or administrative proceeding or at any time during the course of said suit or proceeding, that it will not defend said action or proceeding or protect and save harmless any municipal officer or municipal employee as a result of the person's acts or omissions occurring not in the performance of governmental functions or within the scope of the person's duties or if the person has acted in bad faith and not in the exercise of honest judgment or has acted maliciously, wantonly or in abuse of his or her discretion, the Mayor or the Corporation Council shall give prompt written notice to the person that the City of Norwalk will not defend and shall not protect and save harmless from any judgment or order entered in the lawsuit or administrative proceeding. The Mayor shall deliver written notice of the withdrawal to the Common Council at its next regular meeting. The withdrawal shall be effective unless rejected by a resolution of the Common Council: provided, further, that, in an appropriate case as determined by the Corporation Counsel, the City of Norwalk may elect to defend said person under a reservation of rights upon written notice to the person of such reservation of rights and upon informing the individual of a right to seek independent counsel.

§ 67A-5. Effect of existing coverage.

In the event that any municipal officer or municipal employee are covered by an insurance policy in effect at the effective date of this chapter, this chapter shall not take effect as to the municipal officer or municipal employee until the City Clerk has been advised, in writing, by the board, committee, council, agency or commission that the current insurance has terminated by reason of expiration or nonrenewal by the insurer.