

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: February 26, 2019

III. PUBLIC PARTICIPATION

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS: Kelly L. Straniti, Zoning Commission

APPOINTMENTS: Anthony Robert Carr, Department of Public Works
Jeffrey Mangels, Harbor Management
Margaret A. Shanahan, Conservation Commission, Regular

REAPPOINTMENTS:

MAYOR'S REMARKS:

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS:

APPOINTMENTS: Kelly L. Straniti, Ethics Board

REAPPOINTMENTS: Kara A. T. Murphy, Ethics Board

B. CONSENT CALENDAR:

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

VII. COMMON COUNCIL COMMITTEES

A. RECREATION, PARKS AND CULTURAL AFFAIRS COMMITTEE

1. Technical Correction Item #VII.B.9 on the Common Council Agenda of February 26, 2019 which reads as follows:

Authorize the Mayor, Harry W. Rilling, to enter into an agreement with New England Auto Museum for the use of Mathews Park for their Father's Day Car Show to be held Sunday, June 16, 2019 from 8:00 AM – 3:00 PM. Set up to begin at 4:00 PM on Saturday, June 15, 2019 with tear down no later than 5:00 PM on Sunday, June 16, 2019. Estimated attendance 100 – 200.

New Action Authorization Request:

Authorize the Mayor, Harry W. Rilling, to enter into an agreement with New England Auto & Transportation Museum, Inc. for the use of Mathews Park for their Father's Day Car Show to be held Sunday, June 16, 2019 from 8:00 AM – 3:00 PM. Set up to begin at 4:00 PM on Saturday, June 15, 2019 with tear down no later than 5:00 PM on Sunday, June 16, 2019. Estimated attendance 100 – 200.

2. Technical Correction Item #VII.B.8 on the Common Council Agenda of February 26, 2019 which reads as follows:

Authorize the Mayor, Harry W. Rilling, to enter into an agreement with the Norwalk Seaport Association to use Veterans Park for the Annual Oyster Festival to be held Friday, September 6, 2019 from 6:00 PM – 11:00 PM, Saturday, September 7, 2019 from 11:00 AM – 11:00 PM, Sunday, September 8, 2019 from 11:00 AM – 8:00 PM. Set up to begin at 8:00 AM on Friday, August 23, 2019 with tear down no later than 5:00 PM on Saturday, September 30, 2019. Estimated attendance 30,000.

New Action Authorization Request:

Authorize the Mayor, Harry W. Rilling, to enter into an agreement with the Norwalk Seaport Association, Inc. to use Veterans Park for the Annual Oyster Festival to be held Friday, September 6, 2019 from 6:00 PM – 11:00 PM Saturday, September 7, 2019 from 11:00 AM – 11:00 PM, Sunday, September 8, 2019 from 11:00 AM – 8:00 PM. Set up to begin at 8:00 AM on Friday, August 23, 2019 with tear down no later than 5:00 PM on Saturday, September 30, 2019. Estimated attendance 30,000.

3. Technical Correction Item #VII.B.7 on the Common Council Agenda of February 26, 2019 which reads as follows:

Authorize the Mayor, Harry W. Rilling, to enter into an agreement with Norwalk Exchange Club for the use of Taylor Farm for their Antique Car Show to be held Sunday, April 28, 2019 from 7:00 AM – 4:00 PM with a Rain Date of Sunday, May 5, 2019. Set up to begin on Thursday, April 25, 2019 (Rain Date Thursday, May 2, 2019) at 8:00 AM with tear down no later than 6:00 PM on Sunday, April 28, 2019 (Rain Date Sunday, May 5, 2019). Estimated attendance 1,000.

New Action Authorization Request:

Authorize the Mayor, Harry W. Rilling, to enter into an agreement with Exchange Club of Norwalk, Inc. for the use of Taylor Farm for their Antique Car Show to be held Sunday, April 28, 2019 from 7:00 AM – 4:00 PM with a Rain Date of Sunday, May 5, 2019. Set up to begin on Thursday, April 25, 2019 (Rain Date Thursday, May 2, 2019) at 8:00 AM with tear down no later than 6:00 PM on Sunday, April 28, 2019 (Rain Date Sunday, May 5, 2019). Estimated attendance 1,000.

4. Technical Correction Item #VI.B.2 on the Common Council Agenda of February 26, 2019 which reads as follows:

Authorize the Mayor, Harry W. Rilling, to enter into an agreement with Lockwood-Mathews Mansion Museum for the use of Mathews Park for their Old-Fashioned Flea Market to be held Sunday, September 15, 2019 from 10:00 AM – 4:00 PM. Set up to begin at 7:00 AM with tear down no later than 6:00 PM on Sunday, September 15, 2019. Estimated attendance 1,500.

New Action Authorization Request:

Authorize the Mayor, Harry W. Rilling, to enter into an agreement with Lockwood-Mathews Mansion Museum of Norwalk, Inc. for the use of Mathews Park for their Old-Fashioned Flea Market to be held Sunday, September 15, 2019 from 10:00 AM – 4:00 PM. Set up to begin at 7:00 AM with tear down no later than 6:00 PM on Sunday, September 15, 2019. Estimated attendance 1,500.

5. Technical Correction Item #VII.B.3 on the Common Council Agenda of February 26, 2019 which reads as follows:

Authorize the Mayor, Harry W. Rilling, to enter into an agreement with Lupus Foundation of America for the use of Calf Pasture Beach for the Walk to end Lupus Now CT-Norwalk to be held Sunday, October 20, 2019 from 2:00 PM – 6:00 PM. Set up to begin at 9:00 AM with tear down no later than 7:00 PM on Sunday, October, 20, 2019. Estimated attendance 750-900.

New Action Authorization Request:

Authorize the Mayor, Harry W. Rilling, to enter into an agreement with Lupus Foundation of America, Inc. for the use of Calf Pasture Beach for the Walk to end Lupus Now CT-Norwalk to be held Sunday, October 20, 2019 from 2:00 PM – 6:00 PM. Set up to begin at 9:00 AM with tear down no later than 7:00 PM on Sunday, October, 20, 2019. Estimated attendance 750-900.

B. HEALTH, WELFARE AND PUBLIC SAFETY COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to apply for and accept the School Readiness Grant which includes the Quality Enhancement Grant for the period July 1, 2019 to June 30, 2020.

2. Authorize the Purchasing Agent to execute a purchase order, on behalf of the Norwalk Police Department, to Fleet Auto Supply for sole source purchase and installation of upfit to Community Outreach vehicle for the amount not to exceed \$45,000.00. Funds from the Choice Neighborhood Initiative Grant as administered by the Norwalk Housing Authority.
3. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to apply for and accept the School Readiness Grant which includes the Quality Enhancement Grant for the period July 1, 2019 to June 30, 2020.

C. PUBLIC WORKS COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and Vanasse Hangen Brustlin, Inc. (VHB) for pavement engineering and consulting service in connection with the Pavement Management Program. The Agreement is to establish a three (3) year base period, with two (2) one-year options and an annual sum not to exceed \$250,000.00 per year.

Account No. 09 19 4021 5777 C0021

2. Authorize the Mayor, Harry W. Rilling, to execute the Project Authorization Letter for State Project 102-347 Traffic Signal Upgrade Phase 3.
3. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Tighe and Bond, Inc., to provide professional engineering services relative to the Norwalk Levee, for an amount not to exceed \$201,100.00, for Construction Observation Services of both the Mall (GGP Escrow) and miscellaneous DPW Capital Projects.

Account No. 100002365
09 19 4021 5777 C0021
09 19 4021 5777 C0318
09 19 4027 5777 C0425
09 18 4027 5777 C0440
09 18 4021 5777 C0021
09 20 4021 5777 C0021
09 13 4062 5777 C0361
09 14 4062 5777 C0361
09 15 4062 5777 C0361
09 17 4062 5777 C0361
09 18 4062 5777 C0361
09 19 4062 5777 C0361
09 15 4027 5777 C0440
09 17 4027 5777 C0440
09 13 4027 5777 C0425
09 16 4027 5777 C0425
09 13 4031 5777 C0514

- 4a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Deering Construction, Inc. for Project PM2019-1 Pavement Management Program for a sum not to exceed \$4,538,688.50.
- 4b. Authorize the Director of Public Works, to execute orders on the Contract with Deering Construction, Inc. for Project PM2019-1 Pavement Management Program for a sum not to exceed \$453,868.85.

Account No. 09 18 4021 5777 C0021
Account No. 09 19 4021 5777 C0021
09 19 4027 5777 C0302
09 18 4021 5777 C0503
09 17 4021 5777 C0515
09 19 6030 5777 C0472
09 19 6310 5777 C0186
09 19 6310 5777 C0092
09 19 6310 5777 C0132
09 12 4021 5777 C0504
09 16 4021 5777 C0232
03 00 00 2602
01 41 50 5298

D. PLANNING COMMITTEE

1. Approve the request to extend the agreement designating the Norwalk Redevelopment Agency as the administrator of the City's annual CDBG entitlement grant.
2. Authorize Mayor Rilling to execute such agreement.
3. The Common Council recognizes that all conflict of interest forms returned by the Common Council members state no conflict with the 2019-2020 Community Development Grant Program sub recipients.
4. Authorize the Chair of the Norwalk Redevelopment Agency to execute a contract with Mullin & Associates, LLC in an amount not to exceed \$49,200 from CDBG Administration Funds (Fund 300) to complete the 2020 to 2025 Consolidated Planning process.
5. Approve the Wall Street-West Avenue Redevelopment Plan.

VIII. RESOLUTIONS FROM COMMON COUNCIL

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

X. SUSPENSION OF RULES

XI. ADJOURNMENT

APPOINTMENTS

ETHICS BOARD	C	Chapter 32-12
KELLY STRANITI (R)		Term Expires 03/10/2022
1 Ponus Avenue		
Norwalk, CT 06850		

HARBOR MANAGEMENT	M/C	Nwik. Code 69
JEFFRET MANGELS (R)		Term Expires 12/31/2022
45 Legdewood Drive		
Norwalk, CT 06850		

CONSERVATION COMMISSION	M/C	Nwik. Code 35-2
MARGARET A. SHANAHAN (D)		Term Expires 01/01/2021
13 ½ Indian Spring Road		Regular
Norwalk, CT 06853		

REAPPOINTMENTS

ETHICS BOARD	C	Chapter 32-12
KARA A.T. MURPHY (U)		Term Expires 03/10/2022
50 Aiken Street		
Norwalk, CT 06851		

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**FEBRUARY 26, 2019
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 announced that Boy Scout Troop 97 would be presenting the colors and leading those present in reciting the Pledge of Allegiance.

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

Mayor Rilling called the meeting to order at 7:30 p.m.

I. ROLL CALL

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

Council at Large:	Mr. Gregory Burnett	Mr. Colin Hosten
	Mr. Nicolas Sacchinelli	Ms. Barbara Smyth
	Mr. Michael Corsello (7:37p.m)	
District A:	Ms. Eloisa Melendez	Mr. Chris Yerinides
District B:	Mr. Ernest Dumas	
District C:	Mr. John Kydes	Ms. Beth Siegelbaum
District D:	Mr. Douglas Hempstead	Mr. George Tsiranides
District E:	Mr. Thomas Livingston	

At Roll Call there were twelve (12) Common Council members present and three (3) absent (Mr. Corsello, Mr. Igneri and Ms. Young). Mr. Corsello arrived at 7:37 p.m.

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

II. ACCEPTANCE OF MINUTES

Special Meetings: February 13, 2019 – Budget Presentation
February 13, 2019 – Council Meeting

February 13, 2019 – Budget Presentation

**** MR. KYDES MOVED THE MINUTES OF THE FEBRUARY 13, 2019
COMMON COUNCIL BUDGET PRESENTATION SPECIAL MEETING.**

The following corrections were noted:

Page 1, under **ROLL CALL**, paragraph 1, line 1, please change the following from:
“present and three (8) eight absent (Ms. Siegelbaum, Mr. Dumas, Mr. Burnett,
Mr. Holsten, Mr. Tsiranides, Mr. Corsello, Ms. Melendez, and Mr. Sacchinelli).”
To:
“present and eight (8) absent (Ms. Siegelbaum, Mr. Dumas, Mr. Burnett,
Mr. Hosten, Mr. Tsiranides, Mr. Corsello, Ms. Melendez, and Mr. Sacchinelli).”

**** THE MOTION TO ACCEPT THE MINUTES OF THE FEBRUARY 13, 2019
COMMON COUNCIL BUDGET PRESENTATION SPECIAL MEETING AS
AMENDED PASSED WITH SIX (6) IN FAVOR (BURNETT, HEMPSTEAD,
KYDES, LIVINGSTON, SMYTH AND YERINIDES) AND SIX (6) (DUMAS,
HOSTEN, MELENDEZ, SACCHINELLI, SIEGELBAUM AND TSIRANIDES)
ABSTAINING.**

February 13, 2019 – Council Meeting.

**** MR. HEMPSTEAD MOVED THE MINUTES OF THE FEBRUARY 13, 2019
COMMON COUNCIL SPECIAL MEETING.**

The following corrections were noted:

Page 14, paragraph 2, line 2, please change the following from: “tried to create a
nepotism that permits” to: “tried to create a mechanism that permits”

**** THE MOTION TO ACCEPT THE MINUTES OF THE FEBRUARY 13, 2019
COMMON COUNCIL SPECIAL MEETING AS AMENDED PASSED WITH
EIGHT (8) IN FAVOR (BURNETT, DUMAS, HEMPSTEAD, KYDES,
LIVINGSTON, MELENDEZ, SMYTH AND YERINIDES) AND FOUR (4)
(HOSTEN, SACCHINELLI, SIEGELBAUM AND TSIRANIDES) ABSTAINING.**

III. PUBLIC PARTICIPATION

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

Ms. Lisa Brinton – Highland Avenue

Ms. Lisa Brinton came forward and commented on the pending City Operating Budget of \$367.6 million, where 95.5% will be funded by Norwalkers. She pointed out that each year fewer income tax dollars were coming back to the City from Hartford and that trend is apparently set to continue. Ms. Brinton expressed concerns about what would happen if the State shifted the teachers pensions obligations back to the City.

Ms. Brinton said that she was present to waive the yellow caution flag to the Common Council over what she considered to be fuzzy math regarding the 3.3% increase in the City Budget. She questioned the wisdom of drawing down \$6 million which accounts for 10% of the Rainy Day Fund. She wished to know why this was necessary since the Mayor recently stated that the Grand List had increased by 16%.

Ms. Brinton went on to expressed concern and made recommendations regarding chaotic and contradictory policies regarding ordinances and the strategies on land use, the latest being tax credits being proposed for the innovation district. The School education budget constitutes more than 60% of the budget.

Student enrollment has increased by 500 students while the free and reduced lunch has grown 10% from 47% to 57% in five years. In the 2004-05 it was 23%.

She concluded her remarks by asking whether the budget and land use policies were practical, sustainable and integrated.

Mayor Rilling Closed the Public Participation portion of the meeting at 7:39 p.m.

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS: There were no resignations this evening.

APPOINTMENTS: Jo Deupree, Board of Assessment Appeals Alternate
Jane Ready, Board of Assessment Appeals Alternate

**** MR. BURNETT MOVED TO APPROVE THE ALTERNATE APPOINTMENTS.**

Mr. Burnett went on to say that both Ms. Deupree and Ms. Ready have extensive experience as realtors while Ms. Murray has a long history of public service.

Mayor Rilling said that he would like to thank all three of the appointees for their willingness to serve and appreciated them, particularly as this is a re-evaluation year.

**** THE MOTION PASSED UNANIMOUSLY.**

Mayor Rilling and Ms. King then administered the oath of office to Ms. Murray and congratulated her.

REAPPOINTMENTS: There were no reappointments this evening.

MAYORS REMARKS:

Mayor Rilling announced that the NIS girls basketball team is currently undefeated and ranked Number 1 in the State. He said that this goes beyond just playing basketball. Mr. Rick Fuller holds the team accountable and the team has a collective grade point average is 3.0. He added that Ms. Murray just informed him that the team just defeated the Greenwich team earlier this evening

Mayor Rilling then spoke about the start of the new budget year process. The BEI will continue to meet with the Department heads and will create a fair budget. He thanked Mr. Hamilton, Ms. Lam and the others who have worked on budget.

The Annual Norwalk St. Patrick's Day Parade will be held on March 9th at 9 a.m. The Parade will commence at Veteran's Park and conclude at O'Neill's Pub. Grand Marshal will be Bill Ireland, III. The Irish Dancers will be performing at O'Neill's at the end of the parade.

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS: There were no resignations this evening.

APPOINTMENTS: There were no appointments this evening.

REAPPOINTMENTS: There were no reappointments this evening.

B. CONSENT CALENDAR:

Mr. Livingston announced that Mr. Burnett would be reading the Consent Calendar into the record.

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

**** MR. LIVINGSTON MOVED THE FOLLOWING ITEMS AS THE CONSENT CALENDAR:**

A. FINANCE COMMITTEE

- 1. ACCEPT AND APPROVE THE REPORT OF THE CLAIMS COMMITTEE DATED: FEBRUARY 14, 2019.**
- 2. FOR INFORMATIONAL PURPOSES ONLY: NARRATIVE ON TAX COLLECTIONS DATED: FEBRUARY 14, 2019.**
- 3. FOR INFORMATIONAL PURPOSES ONLY: MONTHLY TAX COLLECTORS REPORT DATED: JANUARY 2019.**
- 4. AUTHORIZE A SPECIAL CAPITAL APPROPRIATIONS TOTALING \$75,000 TO INCREASE THE AVAILABLE FUNDS FOR SIDEWALK AND CURBING PROJECT 09194021-5777 C0318 AND AUTHORIZING THE ISSUANCE OF \$75,000 OF GENERAL OBLIGATION BONDS OF THE CITY OF NORWALK TO MEET SAID APPROPRIATION. THIS ALSO ELIMINATES \$75,000 OF UNISSUED BOND AUTHORIZATION OF THE CUDLIPP AVENUE SIDEWALK PROJECT 09124021-5777-C0504.**

B. RECREATION, PARKS AND CULTURAL AFFAIRS COMMITTEE.

- 1. APPROVE THE USE OF MATHEWS PARK BY LOCKWOOD-MATHEWS MANSION MUSEUM FOR THE USE OF MATHEWS PARK FOR A TREASURE HUNTERS ADVENTURE TO BE HELD SUNDAY, JUNE 2, 2019 FROM 2:00 PM-4:00 PM WITH SET UP TO BEGIN AT 11:00 AM AND TEAR DOWN NO LATER THAN 5:00 PM ON SUNDAY JUNE 2, 2019. ESTIMATED ATTENDANCE 200.**

2. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT WITH LOCKWOOD-MATHEWS MANSION MUSEUM FOR THE USE OF MATHEWS PARK FOR THEIR OLD-FASHIONED FLEA MARKET TO BE HELD SUNDAY, SEPTEMBER 15, 2019 FROM 10:00 AM-4:00 PM. SET UP TO BEGIN AT 7:00 AM WITH TEAR DOWN NO LATER THAN 6:00 PM ON SUNDAY, SEPTEMBER 15, 2019. ESTIMATED ATTENDANCE 1,500.

3. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT WITH LUPUS FOUNDATION OF AMERICA FOR THE USE OF CALF PASTURE BEACH FOR THE WALK TO END LUPUS NOW CT-NORWALK TO BE HELD SUNDAY, OCTOBER 20, 2019 FROM 2:00 PM-6:00 PM. SET UP TO BEGIN AT 9:00 AM WITH TEAR DOWN NO LATER THAN 7:00 PM ON SUNDAY, OCTOBER 20, 2019. ESTIMATED ATTENDANCE 750-900.

4. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT WITH THE NORWALK COMMUNITY HEALTH CENTER, INC. FOR THE USE OF CALF PASTURE BEACH FOR THEIR READY SET WALK AND KEEP MOVING CHARITY WALK TO BE HELD SUNDAY, SEPTEMBER 29, 2019 FROM 9:00 AM-12 NOON. SET UP TO BEGIN AT 8:00 AM WITH TEAR DOWN NO LATER THAN 1:00 PM ON SUNDAY, SEPTEMBER 29, 2019. ESTIMATED ATTENDANCE 200.

5. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT WITH BOUNDLESS GLOBAL, LLC FOR THE USE OF MATHEWS PARK FOR A BACK PACK GIVE AWAY TO BE HELD SATURDAY, AUGUST 10, 2019 FROM 12 NOON-5:00 PM. SET UP TO BEGIN AT 9:30 AM WITH TEAR DOWN NO LATER THAN 5:00 PM ON SATURDAY, AUGUST 10, 2019. ESTIMATED ATTENDANCE 100.

6. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT WITH RALLYE FOR PANCREATIC CANCER INC. FOR THE USE OF CALF PASTURE BEACH FOR THEIR RALLYE FOR PANCREATIC CANCER CAR SHOW TO BE HELD SUNDAY, MAY 5, 2019 FROM 10:00 AM-5:00 PM WITH A RAIN DATE OF SUNDAY, MAY 12, 2019. SET UP TO BEGIN AT 9:00 AM WITH THE TEAR DOWN NO LATER THAN 6:00 PM ON SUNDAY, MAY 5, 2019 (RAIN DATE SUNDAY, MAY 12, 2019). ESTIMATED ATTENDANCE 450.

7. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT WITH THE NORWALK EXCHANGE CLUB FOR THE USE OF TAYLOR FARM FOR THEIR ANTIQUE CAR SHOW TO

BE HELD SUNDAY, APRIL 28, 2019 FROM 7:00 AM-4:00 PM WITH A RAIN DATE OF SUNDAY, MAY 5, 2019. SET UP TO BEGIN ON THURSDAY, APRIL 25, 2019 (RAIN DATE THURSDAY, MAY 2, 2019) AT 8:00 AM WITH THE TEAR DOWN NO LATER THAN 6:00 PM ON SUNDAY, APRIL 28, 2019 (RAIN DATE SUNDAY, MAY 5, 2019). ESTIMATED ATTENDANCE 1,000.

8. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT WITH THE NORWALK SEAPORT ASSOCIATION TO USE VETERANS PARK FOR THE ANNUAL OYSTER FESTIVAL TO BE HELD FRIDAY, SEPTEMBER 6, 2019 FROM 6:00 PM-11:00 PM, SATURDAY, SEPTEMBER 7, 2019 FROM 11:00 AM-11:00 PM, SUNDAY, SEPTEMBER 8, 2019 FROM 11:00 AM-8:00 PM. SET UP TO BEGIN AT 8:00 AM ON FRIDAY, AUGUST, 23RD 2019 WITH TEAR DOWN NO LATER THAN 5:00 PM ON SATURDAY, SEPTEMBER 30, 2019. ESTIMATED ATTENDANCE 30,000.

(CALENDAR AMENDED TO ADD THE WORD "NORWALK" TO NORWALK SEAPORT ASSOCIATION)

9. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT WITH NEW ENGLAND AUTO MUSEUM FOR THE USE OF MATHEWS PARK FOR THEIR FATHERS DAY CAR SHOW TO BE HELD SUNDAY, JUNE 16, 2019 FROM 8:00 AM-3:00 PM. SET UP TO BEGIN AT 4:00 PM ON SATURDAY, JUNE 15, 2019, WITH TEAR DOWN NO LATER THAN 5:00 PM ON SUNDAY, JUNE 16, 2019. ESTIMATED ATTENDANCE 100-200.

(CALENDAR AMENDED TO INCLUDE "SATURDAY, JUNE 15, 2019")

10. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT WITH THE NORWALK KARTING ASSOCIATION FOR THE USE OF CALF PASTURE BEACH FOR THE SPRING AND FALL 2019 SEASON TO BE HELD ON THE DATES TO BE DETERMINED FROM 7:00 AM-5:00 PM.

(CALENDAR AMENDED TO INCLUDE "THE DATES TO BE DETERMINED").

11. TECHNICAL CORRECTION ITEM NO. VII.A.5 ON THE COMMON COUNCIL AGENDA OF JANUARY 22, 2019 WHICH READS AS FOLLOWS:

AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT WITH THE NORWALK YMCA CAMP SUNRISE FOR USE OF THE SILVERMINE ELEMENTARY SCHOOL GROUNDS FOR THEIR SUMMER CAMP TO TAKE

**PLACE MONDAY-FRIDAY, JUNE 24, 2019-AUGUST 16, 2019
FROM 7:30 AM-6:00 PM. ESTIMATED ATTENDANCE 150.**

NEW ACTION AUTHORIZATION REQUEST:

AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT WITH THE RIVERBROOK REGIONAL YOUNG MEN'S CHRISTIAN ASSOCIATION, INC. FOR USE OF THE SILVERMINE ELEMENTARY SCHOOL GROUNDS FOR THEIR SUMMER CAMP TO TAKE PLACE MONDAY-FRIDAY, JUNE 24, 2019-AUGUST 16, 2019 FROM 7:30 AM-6:00 PM. ESTIMATED ATTENDANCE 150.

**** THE MOTION TO APPROVE THE CONSENT CALENDAR WITH NOTED CORRECTIONS AS NOTED PASSED UNANIMOUSLY.**

VII.A.5

FINANCE COMMITTEE

RESOLUTION:

WHEREAS, Section I-289 of the Norwalk Charter requires that a majority of the Common Council vote to establish a specific spending limitation on locally funded expenditures during the process of establishing the next fiscal year's operation budget.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF NORWALK THAT:

The maximum limit on total appropriations for the City of Norwalk for fiscal year beginning July 1, 2019 shall be no more than \$351,020,774. This appropriation cap represents total expenditures of \$367,624,642 less estimated intergovernmental grants of \$16,603,868.

Be it further resolved that the results of this vote and resolution, together with the attached 2019-20 Budget Guide, be forwarded by the City Clerk of Norwalk to the Board of Estimate and Taxation.

Mr. Burnett read the Resolution into the record. Mr. Burnett said that as Chairman of the Finance/Claims Committee, the Committee's goal is to keep taxes as low as possible

There will be a draw down from the General Fund Balance for non-reoccurring, one time expenditures and it is important not to impact the City's AAA bond rating. The

Finance/Claims Committee will continue to work with the BET on the budget. He also thanked Mr. Hamilton for his work on the budget process.

Mr. Kydes said that the budget process is very complicated. He said that there is some mis-understanding in the general public about the Board of Education. He explained that the City can not give the BOE less funding that it has previously. Last year, the BOE received \$190 million. Mr. Kydes said that the 4.2% increase equals a \$7.9 million dollar increase that will bring the total to \$198.5 million dollars. This will be the largest BOE budget increase in the State. He said that while he will be supporting the budget and the \$6 million draw down, but cautioned everyone that this may not be possible next year. He then encouraged the BOE to spend the money wisely.

Mr. Livingston said that he would also be supporting the budget. This coming summer, the Common Council members will be joining the Board of Education members during their annual retreat for the first time.

Mr. Livingston reminded everyone that last year, the City had increased their revenues through the tax liens and so the actual amount from the City's budget would only be approximately \$700,000.

Mr. Hempstead said that there have been disagreements about the fund balance. There have been times when The City had to draw down the fund balance. He added that there is a State law that whatever the City gives the BOE one year becomes the base for their budget. He said that he felt that he felt that bonding for sidewalks, which causes more debt, while giving the BOE more money was wrong. He pointed out that there would be a time when the falling fund balance and the falling taxes revenue will intersect with the rising tax costs and rising budget needs.

Ms. Smyth said that as a teacher, a parent and Common Council Member, she felt that this was a wise move. The Fund Balance has increased over the past few years.

Mr. Hosten said that he felt this was a wise move because the fund has increased and it should be used as tax relief in a re-evaluation year. However, he acknowledged that there would come a point when the Fund Balance and the budget would collide.

Mayor Rilling then gave a breakout of the difference between taxes from 2013 and 2018. (See Attached).

Mayor Rilling said that he meets with Dr. Adamowski once a month for lunch and they discuss ways that they can save money. During a re-evaluation year, it is difficult explain to residents why their property values dropped so much in 2013 but now it is increased in some cases by 20% or more. He said that he has always known that the Fund Balance was really the Taxpayers Money.

VIII. RESOLUTIONS FROM COMMON COUNCIL

There were no resolutions from the Council to consider at this time.

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

There were no motions to postpone to another date to consider at this time.

X. SUSPENSION OF RULES

There were no suspensions of the rules at this time. .

XI. ADJOURNMENT

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

**** THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 8:14 PM.

Respectfully submitted,

S. L. Soltes
Telasco Secretarial Services

**Mr. Anthony Robert Carr, PE, CFM
1644 Mamaroneck Avenue
Mamaroneck, NY 10543**

January 16, 2019

Honorable Harry Rilling
Mayor
City of Norwalk
125 East Avenue
PO Box 5125
Norwalk, CT 06856

Re: Letter of Interest for City of Norwalk Chief of Operations and Public Works

Dear Mayor Rilling:

I am extremely pleased to declare my interest in the Chief of Operations and Public Works position. I am a proactive, highly ambitious, licensed Professional Engineer (Civil) seeking an opportunity to advance my Public Works career in a key leadership role as a Department Head within local government. I believe my leadership and professional experience and natural ability to liaison and effectively communicate amongst a captive audience make me an ideal candidate.

I am currently employed with the City of White Plains as the Deputy Commissioner of Public Works and City Engineer. I direct and manage the administration of the Department, and operation of various bureaus of the Department of Public Works. These bureaus include Engineering, Water and Wastewater. I oversee approximately fifty-five (55) Public Works personnel, which consist of engineering/technical, superintendents, foremen, skilled maintenance, labor and administrative support staff. I am directly responsible for controlling and managing ± \$22.5 million dollar operating budget expenditures for the above three (3) bureaus. As City Engineer, I am also responsible for all engineering matters and related City policy.

I previously served as the Commissioner of Public Works for the Village of Croton-on-Hudson. Under the general supervision of the Village Manager, I was responsible for the overall operations of the Department of Public Works. I prepared the annual ±\$3.0 million dollar Department operating budget, and assisted with development of the capital budget. I worked with the Village Manager to develop and implement Departmental policies (e.g. revised Commercial Refuse Policy). I oversaw the operation of the water, storm and sanitary sewer systems, street lighting, roads, snow and organic waste removal, residential and commercial sanitation, parks and municipal buildings. I served in the capacity of personnel director for thirty (30) Department employees consisting of the following staff types: Laborers, Skilled Laborers, Machine Equipment Operators (MEO), Heavy Machine Equipment Operators (HMEO), Assistant General Foreman, General Foreman and Administrative Staff. I planned, managed and oversaw the completion of various Public Works Projects.

Prior to my position with the Village of Croton-on-Hudson, I served as Village Engineer and Local Floodplain Administrator for the Village of Mamaroneck. Under the direction of the Village Manager, I was responsible for the planning, in-house engineering design, contractor procurement (proposals, quotes, bid documents, etc.) and construction administration for Capital Improvement/Public Works Projects. I performed engineering reviews for private land development projects, and provided support to various land use boards. I have a thorough knowledge of the evolving FEMA floodplain development regulations, NFIP and Community Rating System (CRS).

I possess a dedicated work ethic and believe in applying multiple approaches and resources to "solve the problem". I am open-minded, eager to take on complex projects and challenges for personal and professional development. I believe in cultivating a team environment and remain focused during high stress situations such as personnel matters. I have a vast understanding of municipal government organization, Public Works

Mr. Anthony Robert Carr, PE, CFM
1644 Mamaroneck Avenue
Mamaroneck, NY 10543

operations, operating and capital project budget preparation and monitoring and management of a variety of personnel. In this critical leadership position, my success would be contingent upon executing the vision of the City of Norwalk Administration.

Please feel free to contact the following references: (1) Mr. Abraham J. Zambrano, Comptroller, Town of Bedford, NY at (914) 906-9772 (email: finance@bedfordny.gov), (2) Mr. Benedict A. Salanitro, PE at (914) 760-5125 (email: bsalanitro@aol.com), (3) Mr. Richard Slingerland, Village Administrator, Village of Tarrytown, at (914) 953-3485 (email: rslingerland@icloud.com) and (4) Mr. Bob Wasp, PE, at (914) 804-2564 (email: sitesrt@aol.com).

If you have any questions, please do not hesitate to contact me via cell at (917) 842-7951, or email at carraxp2000@yahoo.com.

Your consideration to this matter is greatly appreciated.

Respectfully submitted,



Mr. Anthony Robert Carr, PE, CFM
CT PE License No. 0028018

Enclosure: Professional Resume

Anthony Robert Carr, PE, CFM

LTJG, US Coast Guard

OBJECTIVE

A highly ambitious, proactive "servant leader" and Professional Civil Engineer seeking to obtain a key leadership position and broad management role in a Department of Public Works. To effectively execute the present vision and future planning for a Public Works Department and its government administration, while protecting public safety and welfare.

EDUCATION

Clarkson University Potsdam, NY
Bachelor of Science, Civil Engineering

(December 2002)

Licensed Professional Engineer in the States of Connecticut – License No. 0028018,
New York – License No. 087233 and Pennsylvania – License No. 078440
Certified Floodplain Manager (CFM), Association of State Floodplain Managers (ASFPM)

EXPERIENCE

Deputy Commissioner of Public Works/City Engineer
City of White Plains, NY

October 2015 – Present

- Directs and manages the administration of the Department and the operation of several bureaus
- Assists in planning, directing, managing, supervising and coordinating the operation and activities of the DPW Bureaus of Engineering, Water and Wastewater
- Reviews the annual budget for each bureau and recommends approval or amendments to the Commissioner prior to submission to the Budget Department
- Prepares and monitors approximately \$22,500,000 annual operating budget expenditures and management of ±55 personnel within the three (3) above Department Bureaus
- Acts on behalf of the Commissioner in developing and implementing policies and procedures
- Plans and execute operational activities of the Bureaus to meet Department goals and objectives
- Oversees the selection, training, supervision, evaluation, licensing and discipline of varied staff
- Reviews and approves the purchase of major equipment and material and Public Works contracts
- Responds to all emergencies involving the Department's operations, including the authorization of overtime for hazardous conditions, water main breaks, and storm or sanitary sewer overflows
- Investigates and responds to public complaints related to the functions of the various bureaus
- Responsible for engineering matters and general direction is received in matters of City policy
- Supervises, assists in or undertakes preparation of project plans and specifications
- Issues permits for street openings and obstructions, and sidewalk, curb and driveway construction
- Prepares studies and reports on a variety of subjects and activities as basis for recommendations
- Estimates cost of construction; Drafts forms of codes and regulations

Commissioner of Public Works
Village of Croton-on-Hudson, NY

January 2015 – October 2015

- Under general supervision of the Village Manager, exercised broad managerial authority for organizing, directing and coordinating operations and activities of the Public Works Department
- Prepared the annual Public Works operating (±\$3.0 million dollars) and capital budgets
- Determined major departmental policies, planning, execution and oversight of capital projects
- Directed activities related to water, sewer and storm systems, highways and roads, snow and leaf removal, street lighting, sanitation, recycling, traffic, equipment, parks maintenance, and facilities
- Prepared request for proposals on engineering work, bids and specifications, review of proposals
- Acted as personnel director of the Department consisting of approximately (30) personnel
- Coordinated with other municipal departments and agencies (e.g. NYSDOT and Con Edison)
- Supervised the preparation of specifications for bids and other purchases for materials

Village Engineer/Local Floodplain Administrator
Village of Mamaroneck, NY

March 2013 – January 2015

- Under supervision of Village Manager, performed an important technical and administrative role
- Full responsibility in carrying out engineering matters and matters of Village policy
- Made special studies & reports on various subjects to the Village Manager and Board of Trustees
- Prepared engineering studies, project designs, preliminary and final construction cost estimates,
- Performed land use project review for conformance to Village Code and engineering practice
- Provided standard construction details for work performed within the Village Right of Way
- Conducted negotiations between Village and outside, utility companies, government agencies, etc.
- Undertook preparation of design/construction contracts and requests for proposals, quotes, etc.
- Provided construction administration and oversight for capital improvement projects

Woodard & Curran, Project Engineer 2
White Plains, NY

March 2008 – March 2013

- Project management (budget monitoring, client deliverables, proposals, etc.)
- Assisted with staff resource leveling and project scheduling; Supervised junior personnel
- Site plan/civil design (roads, stormwater management, grading, sanitary sewer and water)
- Provided consulting engineering services for several Westchester County municipalities
- Prepared Construction Contract Documents and provided construction administration

John Meyer Consulting, PC, Engineer
Armonk, NY

August 2003 – March 2008

- Design and development of site plans (layout, grading, utilities, E&S, details, etc.)
- Prepared of Stormwater Management, SWPPP's and Engineering Reports and cost estimates
- Design of municipal and private roadways, drainage, sanitary sewer and water systems

ORGANIZATIONS

- United States Coast Guard Reserve Officer – (O-2, Lieutenant Jr. Grade) **May 2016 – Present**
 - Assigned to Sector New York Response Department - Incident Management Division (TMD)
 - Support Sector Contingency Planning and Force Readiness Staff and Departments in directing and monitoring preparedness and response operations for pollution investigations, marine casualties, terrorism, natural disasters, port contingencies, marine firefighting, and marine transportation emergencies.
- US Navy Reserve Civil Engineer Corps (CEC) Officer – (O-3, Lieutenant) **Jan 2011 – May 2016**
 - Functioned as the NMCRB 27 Detachment Officer-in-Charge (DET OIC) responsible for the successful planning, execution and completion of administrative requirements and military training for approximately (90) members
- Association of State Floodplain Managers (ASFPM)
- New York State Floodplain and Stormwater Managers (NYSFSMA)
- Westchester County Association of Municipal Public Works Administrators, President (Current)
- American Society of Civil Engineers (ASCE)
- Alpha Chi Rho (AXP) National Fraternity, Zeta Phi (ZΦ) Chapter, Rush & Social Chairman

SKILLS

Highly proficient in the following:

- AutoCAD 2012, 2015 & Civil 3D
- First Class Virtual Town Hall
- HydroCAD v.8.5 & v.10.0
- Hecstet Methods PondPack v.1 and StormCAD
- Microsoft Office
- Municipity Software Database
- KVS and MUNIS Accounting Software

Strong personal skills in the following:

- Written/Oral Communication
- Dealing with a Captive Audience
- Promoting a Team Environment
- Analytical Approach to Problem Solving
- Adapting and Overcoming Challenges
- Maintaining Focus in Stressful Situations
- "Servant Leadership" Style and Conflict Resolution with Personnel Matters

Jeffrey Mangels
45 Ledgewood Dr, Norwalk, CT 06850
(203) 247-1527 • jimangels@optonline.net



NOTEWORTHY MARINE ACHIEVEMENTS

East Norwalk Boating and Yacht Club:

2010-Present

- **Commodore** – Provided leadership to run East Norwalk Boating and Yacht Club during turbulent times. Successfully negotiated a law suit to limit the club's financial exposure. Worked with many "personalities" to accomplish unity within the club.
Established East Norwalk Boating and Yacht Club Scholarships for Brien McMahon and Norwalk High School seniors.
Worked closely with the D.E.E.P (Kevin Zawoy, Sue Jacobson) providing information to rule on illegal docks. Said docks were placed without permit and impeded the safe navigation in the East basin. Docks had encroached into the channel of the East basin. Docks were removed resulting in safe navigation in that area.
- Continuously work with the City of Norwalk to help with the parking and pedestrian issues around East Norwalk Boating and Yacht Club. Met with Mayor Moccia and Mayor Rilling to provide ideas to curb the speeding on Seaview Avenue to improve the safety of our members and pedestrians alike.
- **Committee Head:** Headed many committees at the East Norwalk Boating and Yacht Club including the Marina Committee, working with a diverse group of people to provide solutions to projects.
- Lead the renovation of our deck to comply with all City regulations. Successfully brought project to completion under budget saving the club over \$30,000.
- Encourage our members to "Clean up the Islands" by bringing one extra garbage bag with them to bring back items that may have been left behind by others or washed ashore.
- Established an annual "Vessel Safety Check" conducted by the US Coast Guard Auxiliary Flotilla 72. Nearly 70% of our marina is inspected each year. I am proud to state that all vessels that are inspected pass inspection year after year. We offer this to non-members as well, many of which take advantage of this service at the East Norwalk Boating and Yacht Club.
- Established yearly "Captain's Meeting" at East Norwalk Boating and Yacht Club to review rules and safety precautions.
- Awarded status as an "Honorary Member" of the East Norwalk Boating and Yacht Club in 2015.

USPS - Rowayton Power Squadron:

- Instructor - Basic Boating: Provided instruction to the public who required their basic boating certificate. Course covers basic principals of boat handling, navigation, rules etc.
- Obtained USPS Certificate in Advanced Piloting.

Background/Experience

- Extensive knowledge of Norwalk and surrounding harbors.
- Extensive knowledge of area islands off of Norwalk, Westport and Darien.
- Knowledge of permitted clamming locations in Norwalk and surrounding towns.
- Boating since six (6) years of age.
- Owned vessels since my first home built boat using Glen-L designs when I was fourteen (14).
- My Uncle, Ben Mangels, was a founding member of the Rowayton Power Squadron and was Chief of the fire department for the City of Norwalk.
- My grandfather George Roberts was a founding member of the PastTime Club, my grandfather was also a firefighter for the City of Norwalk.
- My father Al Mangels was also an avid boater and firefighter for the City of Norwalk.
- High competency in Microsoft Office suite including Word, Excel, PowerPoint and Visio.
- Work closely with all committees at ENBYC to ensure that the environment is protected and our club stays in compliance by working with the current Harbor Master to ensure proper placement of moorings located in the East Basin of the Norwalk harbor.



MARGARET A ("LISA") SHANAHAN

13 1/2 INDIAN SPRING ROAD

ROWAYTON CT 06853

PHONE: 203-299-1504

CELL: 773-502-8629

EDUCATION

DARTMOUTH COLLEGE, AB 1980

UNIVERSITY OF PENNSYLVANIA LAW SCHOOL, JD 1984

EMPLOYMENT

MCDERMOTT WILL & EMERY, CHICAGO, ILLINOIS

ASSOCIATE, INCOME PARTNER

ESTATE PLANNING AND PROBATE DEPARTMENT

1984 -1992

THE NORTHERN TRUST COMPANY, CHICAGO, IL

PROBATE DIVISION

TRUST OFFICER, DEPARTMENT MANAGER, VICE PRESIDENT

1992-1996

GREG SAUM LAW FIRM, STAMFORD, CT

PARALEGAL

SPRING-SUMMER 2016

RELEVANT VOLUNTEER WORK

I HAVE VOUNTEERED IN NUMERMOUS ORGANIZATIONS IN BOTH ILLINOIS AND CONNECTICUT INCLUDING SPORTS TEAMS FOR MY CHILDREN, ARTS ORGANIZATIONS (SHAKESPEARE ON THE SOUND AND DARIEN ARTS CENTER), ROWAYTON LIBRARY, IMPACT FAIRFIELD COUNTY, ROWAYTON GARDENERS. I HAVE TAKEN LEADERSHIP ROLES IN MANY OF THESE ORGANIZATIONS WHICH I CAN DESCRIBE AS NEEDED.

CURRENT BOARDS

NORWALK LAND TRUST, BOARD MEMBER SINCE 2017

DARIEN HISTORICAL SOCIETY, SECRETARY

ROWAYTON GARDENERS, VICE PRESIDENT

DARTMOUTH COLLEGE, VARIOUS CLASS COMMITTEES

KELLY L. STRANITI

1 Ponus Avenue, Norwalk, CT 06850

Phone: (203) 515-0617 e-mail: kstraniti@optonline.net

R

SUMMARY OF QUALIFICATIONS:

- 15 years specialized experience as Small Business owner/operator providing paralegal services to customers.
- Six years' experience as 3-time elected City Council member providing governance/representing 88K residents.

EDUCATION

- Masters in Homeland Security, Pennsylvania State University, 2018, High Honors
- B.A in History, Sacred Heart University, Norwalk CT, 2012
- A.S. in Legal Assistant, Norwalk Community College, Norwalk CT, 2000 Cum Laude; President's & Dean's List

PROFESSIONAL EXPERIENCE

Business Owner/Independent Paralegal Paralegal Services, Norwalk CT

Jan 2004-Present

Owner and Independent Paralegal of Small Business providing full spectrum paralegal services focused on real estate closings to clients, attorneys and stakeholders. Manages business law Federal and State laws.

- Maintains positive relationships, conducts team building, & obtains results to sustain strong customer satisfaction.
- Develops/executes business planning & strategy. Identifies resources, increases sales and maintains profit margin.
- Uses automated systems - desktop computer, facsimile, printers/scanners with MS Office Word, Excel, Outlook.
- Reviews title reports to verify free & clear status avoiding delays, catching errors/discrepancies at reduced cost.
- Reviews journals, laws/regulations to maintain current knowledge of industry practices and case-site verification.
- Champions company marketing/sales activities. Drives business opportunities and growth to increase sales.
- Maintains business accounts processing 100% on-time payments. Manages accounts receivable/payable and taxes.

Common Council Member, Majority/Minority Leader, and Committee Chairman/Member

Nov 2005-Nov 2011

Norwalk Common Council (Legislative Body of the City of Norwalk CT)

Elected City Council Member and Committee Chairman/Member providing effective and efficient governance, services and representation to the City's 88,000 residents. Annually approved/capped City's \$300,000,000 budget.

- Crafted/passed legislation regulating massage parlors reducing prostitution, human trafficking & criminal activity.
- Obtained Council member/stakeholder support to expand City recycling program & environmental stewardship.
- Advocated cost savings/spending limits and judicious growth to maintain the City's AAA bond rating for all six years of service on the Council.
- Championed Committee efforts to secure/preserve over 50 acres of open space and increase residential use.
- Maintained personal integrity to cast fair and ethical votes that produced swift action and quantifiable results.
- Made difficult decisions impacting entire Communities based on factual data instead of preset assumptions.
- Expanded use of social media, technology and on-line communications to bring open transparency to residents.

SKILLS/CERTIFICATIONS

MS Office Suite Word, Excel, PowerPoint, Outlook. Real estate software: FRED, FredNet, Prep Express, Eagle Docs, Database software GOP Data Center. Types 55 WPM, CT State Real Estate License 2009-2011

ORGANIZATIONS

Commissioner of the Norwalk Zoning Commission, appointed by the Mayor, 2018-present. Trustee for the Connecticut Community Colleges, Board of Trustees, appointed by the Governor, 2004-2010. Member, The St. Ann Club. Former Advisor/President, The Broad River Neighborhood Association. Keystone House, Inc., Former Vice Chairman of the Board of Directors. Former Commissioner, Bi-Partisan Charter Revision Commission.



KARA A.T. MURPHY, ESQ.

EXECUTIVE SUMMARY

General practice attorney with experience in general civil litigation, insurance defense litigation, premises liability, medical malpractice, health law, municipal law, contracts, and general legal matters for individuals, not for profit corporations, healthcare entities, municipal corporations, municipal taxing districts, municipal electric and water companies.

LEGAL EXPERIENCE

Member Tierney, Zullo, Flaherty & Murphy, P.C. Represent a diverse group of clients in general legal matters, general civil litigation, personal injury, insurance defense litigation, premises liability, medical malpractice, and commercial litigation for individuals, not for profit corporations, healthcare entities, volunteer fire departments, and municipal corporations, municipal taxing districts, municipal electric and water companies. Negotiate contracts for non-profit, healthcare, and municipal electric and water corporations. Outside counsel for a quasi-municipal corporations, including fire districts, volunteer fire departments, and taxing districts with utility operations. Represent clients in Federal and State court, probate court, municipal and state administrative agency proceedings, arbitrations, and mediations.	October 1999-Present Norwalk, Connecticut
Associate Attorney Milano & Wanat, LLC Litigation Associate for litigation and insurance defense firm. Managed independent case load from inception through mediation, arbitration and/or trial. Analyzed and interpreted contracts. Negotiated settlements, releases, and arbitration parameters. Reported to insurers regarding pending matters. Represented a local redevelopment agency in a large eminent domain project.	April 1997-September 1999 Branford, Connecticut
Temporary Assistant Clerk assigned to Hon. Robert Satter Connecticut Judicial Branch	September 1996-April 1997 Hartford, Connecticut
Legislative Intern, UCONN Law School, assigned to Hon. James A. Amann Connecticut General Assembly	January 1996-May 1996 Hartford, Connecticut

HONORABLE ACCOMPLISHMENTS, PRO BONO AND VOLUNTEER ACTIVITIES

Rolling Ridge Condominium Association, Board of Directors	2018 to Present
Board of Ethics, City of Norwalk, Connecticut	2016 to Present
Connecticut Bar Association, Board of Governors	July 2011 to Present
Connecticut Bar Association, House of Delegates	July 2011 to Present
Connecticut Bar Association, Legislative Policy & Review Committee	July 2013 to Present
Connecticut Bar Association, Audit Committee	July 2012 to Present
Connecticut Bar Association, Nominating Committee	2013-2014
Connecticut Bar Association, Standing Committee on Professional Ethics	2014-2015
Fairfield County Bar Association, Board of Directors	2010 to 2014
Fairfield County Bar Association, Women in Law Committee, Co-Chair	2009-2011
Fairfield County Bar Association, Bench/Bar Committee, Co-Chair	2014 to 2017

Fairfield County Bar Association, Nominating Committee	2018
State of Connecticut Judicial Branch, Volunteer Attorney Program (Foreclosures)	2013-2014
Fellow of the American Bar Foundation	January 2013 to Present
Fellow of the Connecticut Bar Foundation (James W. Cooper Fellow)	December 2015 to Present
Women in Law Publications Sub-committee, Defense Research Institute	2010 to 2013
Local Panel, Fairfield Judicial District, Statewide Grievance Committee	July 2004-June 2010
Board of Trustees, Norwalk Economic Opportunity Now	January 2006 to January 2007

EDUCATION

Juris Doctor	May 1996
University of Connecticut School of Law	Hartford, Connecticut
Research Editor, Connecticut Insurance Law Journal	1995-1996
"Pleading the Policy Limit as a Special Defense: An Attempt to Clarify Connecticut Uninsured Motorist Coverage," 1 Conn. Ins. Law J. 167 (1995); cited in Jon Berk and Michael C. Jainchill, <u>Connecticut Law of Uninsured and Underinsured Motorist Coverage</u> , § 7.9.3.B, p. 620 (4 th Ed, 2010).	

Bachelor of Arts, Cum Laude Honors in History with Thesis	May 1992
Lafayette College	Easton, Pennsylvania
McKelvy Scholars Program	
Class of 1910 Prize (Outstanding Student in History, 1992)	
Phi Alpha Theta (National History Honor Society; Chapter President 1991-1992)	
Pi Sigma Alpha (National Political Science Honor Society)	

BAR ADMISSIONS

State of Connecticut	November 1996
U.S. District Court, District of Connecticut	September 1998
U.S. Supreme Court	December 2004

**CITY OF NORWALK RECREATION & PARKS DEPARTMENT
FACILITIES RENTAL APPLICATION FORM 2018-2019**

VII, A

PERSONAL/FAMILY _____
COMPANY/BUSINESS _____
NON-PROFIT (501C3) Yes ☒ No _____

ORGANIZATION NAME: NEW ENGLAND AUTO MUSEUM

BENEFICIARY: _____ Is this an Annual Event: Yes ☒ No ☐ # of years 4

IF CORPORATE OFFICER AUTHORIZED
CUTE THE LICENSE AGREEMENT: MIKE SCHEIDEL TITLE: CHAIRMAN

NAME: NICK ORD TITLE: MARKETING DIRECTOR

ADDRESS: 304 MAIN AVE #326 E-MAIL ADDRESS: hord1@optonline.net

CITY: NORWALK STATE: CT ZIP CODE: 06851

HOME PHONE: _____ BUSINESS PHONE: _____ CELL: (203) 219-7503

FACILITY & EVENT INFORMATION

FACILITY REQUESTED: MATHEWS PARK # OF PARTICIPANTS: 100 CAR (50+)

EVENT: FATHER'S DAY CAR SHOW DATE REQUESTED: Sun June 16, 2019

SET UP TIME: 4pm Sat STARTING TIME: 8am Sun BREAKDOWN TIME: 3pm Sun END TIME: _____ RAIN DATE: N/A
(RAIN DATE FOR BEACH RENTALS ONLY)

ARE YOU REQUESTING THE USE OF ALCOHOLIC BEVERAGES AND/OR BEER KEGS? YES ☐ NO ☒

PLEASE NOTE: NO GLASS OR BOTTLES ALLOWED AT CITY PARK PROPERTY, INCLUDING CRANBURY PARK

SERVING FOOD: YES ☐ NO ☒ ARE YOU USING A FOOD TRUCK? YES ☐ NO ☒ NAME: NOT DECIDED

ARE YOU REQUESTING A TENT? YES ☐ NO ☒ *ANY TENT (STRUCTURE) 10 x 10 FEET OR LARGER INCLUDING, BUT NOT LIMITED TO:
ELECTRICAL LIGHTING EQUIPMENT, OVENS, GRILLS, ETC. REQUIRES A SEPARATE PERMIT FROM THE CODE ENFORCEMENT DEPARTMENT
ADDITIONAL EQUIPMENT, I.E. INFLATABLES 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 JEOPARDIZE 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 ☒
WILL YOU BE USING TEMPORARY ELECTRICAL RESOURCES? YES ☐ NO ☒

BEACH PERMITS ONLY:

WILL THE GROUP BE GOING INTO THE WATER IN ANY WAY, WADING, WALKING OR SWIMMING at the Beach? YES ☐ NO ☒
WILL THE GROUP HAVE ANY ACTIVITIES NEAR OR AROUND THE WATER (including Splash Pad) at the Beach YES ☐ NO ☒

IT IS THE GROUP SUPERVISOR'S RESPONSIBILITY TO CONTACT THE LIFEGUARD SUPERVISOR ON DUTY SO THAT ALL RULES AND
REGULATIONS ARE CLEAR AND ADHERED TO
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: [Signature] DATE: 1/3/19

OFFICE USE ONLY

RECREATION & PARK COMMITTEE APPROVAL: DATE TO COMMITTEE: 2/13/19 YES _____ NO _____ N/A _____
COMMON COUNCIL APPROVAL: DATE TO COMMITTEE: _____ YES _____ NO _____ N/A _____

CITY OF NORWALK RECREATION & PARKS DEPARTMENT
FACILITIES RENTAL APPLICATION FORM 2018-2019

PLEASE PRINT

ORGANIZATION NAME: Norwalk Seaport Assoc. PERSONAL/FAMILY ☐ COMPANY/BUSINESS ☒
NON-PROFIT (501C3) Yes ☒ No ☐
NAME OF BENEFICIARY: Norwalk Seaport Assoc. Is this an Annual Event: Yes ☒ No ☐ # of years: 42
NAME OF CORPORATE OFFICER AUTHORIZED TO EXECUTE THE LICENSE AGREEMENT: Mike Reilly TITLE: Tru
YOUR NAME: Gerald Tony TITLE: Business Mgr.
ADDRESS: 213 LIBERTY St. EMAIL ADDRESS: jerry.tony@seaport.org
CITY: Norwalk STATE: CT ZIP CODE: 06853
HOME PHONE: 203 853 1575 BUSINESS PHONE: 203 838 9444 CELL: 203 858 3257

FACILITY REQUESTED: Veterans Park # OF PARTICIPANTS: 30,000
EVENT: Oyster Festival DATE REQUESTED: Sept 6, 7, 8-2019
SET UP TIME: 8/23/19 STARTING TIME: 9/30/19 END TIME: RAIN DATE: none
(RAIN DATE FOR BEACH RENTALS ONLY)
ARE YOU REQUESTING THE USE OF ALCOHOLIC BEVERAGES AND/OR BEER KEGS? YES ☐ NO ☒

PLEASE NOTE NO GLASS OR BOTTLES ALLOWED AT CITY PARK PROPERTY INCLUDING CRANBURY PARK

SERVING FOOD: YES ☒ NO ☐ ARE YOU USING A FOOD TRUCK? YES ☒ NO ☐ NAME: TRD

ARE YOU REQUESTING A TENT? YES ☐ NO ☒ *ANY TENT (STRUCTURE) 10 x 10 FEET OR LARGER INCLUDING, BUT NOT LIMITED TO:
ELECTRICAL LIGHTING EQUIPMENT, OVENS, GRILLS, ETC. REQUIRES A SEPARATE PERMIT FROM THE CODE ENFORCEMENT DEPARTMENT
ADDITIONAL EQUIPMENT, I.e. INFLATABLES MUST RECEIVE APPROVAL FROM DIRECTOR OF RECREATION & PARKS. IF APPROVED SEPARATE
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INCLUDING SCHOOL GROUNDS AND PARKS. VIOLATION OF THIS RULE MAY JEOPARDIZE FUTURE EVENTS IN THE CITY

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ARE YOU REQUESTING TO SOLICIT CONTRIBUTIONS AT YOUR EVENT? YES ☐ NO ☒
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WILL YOU BE USING TEMPORARY ELECTRICAL RESOURCES? YES ☐ NO ☒

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WILL THE GROUP BE GOING INTO THE WATER IN ANY WAY, WADING, WALKING OR SWIMMING at the Beach? YES ☒ NO ☐
WILL THE GROUP HAVE ANY ACTIVITIES NEAR OR AROUND THE WATER (including Splash Pad) at the Beach? YES ☒ NO ☐

IT IS THE GROUP SUPERVISOR'S RESPONSIBILITY TO CONTACT THE LIFEGUARD SUPERVISOR ON DUTY SO THAT ALL RULES AND
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IS A WATER SAFETY INSTRUCTOR OR A CERTIFIED LIFEGUARD ACCOMPANYING YOUR GROUP? YES ☒ NO ☐
If yes, name of person(s): Gerald Tony Each group should have accessible a list with all the children's
names that are attending the outing for accountability in case of emergency

ANY QUESTIONS ANSWERED YES PLEASE EXPLAIN ON SEPARATE SHEETS ATTACH TO APPLICATION

APPLICANT'S SIGNATURE: Gerald Tony DATE: 1/8/19

OFFICE USE ONLY

RECREATION & PARK COMMITTEE APPROVAL: DATE TO COMMITTEE: YES ☐ NO ☒ N/A ☐
COMMON COUNCIL APPROVAL: DATE TO COMMITTEE: YES ☐ NO ☒ N/A ☐

**CITY OF NORWALK RECREATION & PARKS DEPARTMENT
FACILITIES RENTAL APPLICATION FORM 2018-2019**

PLEASE PRINT

PERSONAL/FAMILY _____

COMPANY/BUSINESS _____

ORGANIZATION NAME: Norwalk Exchange Club

NONPROFIT (501C3) Yes _____ No _____

NAME OF BENEFICIARY: Norwalk Exchange Club

Is this an Annual Event? Yes ☒ No ☐ # of years 20+

NAME OF CORPORATE OFFICER AUTHORIZED TO EXECUTE THE LICENSE AGREEMENT: Joe Tamburo

TITLE: Pres

YOUR NAME: Gerald Ton

TITLE: Pres Pres

ADDRESS: 150 Connecticut Ave

E-MAIL ADDRESS: gtamburo@aol.com

CITY: Norwalk

STATE: CT

ZIP CODE: 06854

HOME PHONE: 203 853 1575

BUSINESS PHONE: _____

CELL: 203 858 3257

FACILITY & EVENT INFORMATION

FACILITY REQUESTED: Taxur Park

OF PARTICIPANTS: 1000

EVENT: Antique Car Show

DATE REQUESTED: 4/23/19

SETUP TIME: 8A

STARTING TIME: 7A

BREAKDOWN TIME: 4P

END TIME: 6P

RAIN DATE: MAY 5, 2019
(RAIN DATE FOR BEACH RENTALS ONLY)

ARE YOU REQUESTING THE USE OF ALCOHOLIC BEVERAGES AND/OR BEER KEGS? YES ☒ NO ☐

PLEASE NOTE NO GLASS OR BOTTLES ALLOWED AT CITY PARK PROPERTY INCLUDING GRANSBURY PARK

SERVING FOOD: YES ☐ NO ☒ ARE YOU USING A FOOD TRUCK? YES ☐ NO ☒ NAME: _____

ARE YOU REQUESTING A TENT? YES ☒ NO ☐ *ANY TENT (STRUCTURE) 10 x 10 FEET OR LARGER INCLUDING, BUT NOT LIMITED TO; ELECTRICAL LIGHTING EQUIPMENT, OVENS, GRILLS, ETC, REQUIRES A SEPARATE PERMIT FROM THE CODE ENFORCEMENT DEPARTMENT. ADDITIONAL EQUIPMENT, i.e. INFLATABLES 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 JEOPARDIZE 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 ☒
WILL YOU BE USING TEMPORARY ELECTRICAL RESOURCES? YES ☐ NO ☒

BEACH PERMITS ONLY:

WILL THE GROUP BE GOING INTO THE WATER IN ANY WAY, WADING, WALKING OR SWIMMING at the Beach? YES ☐ NO ☒
WILL THE GROUP HAVE ANY ACTIVITIES NEAR OR AROUND THE WATER (including Splash Pad) at the Beach YES ☐ NO ☒

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

IS A WATER SAFETY INSTRUCTOR OR A CERTIFIED LIFEGUARD ACCOMPANYING YOUR GROUP? YES ☐ NO ☒

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

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

APPLICANT'S SIGNATURE: Gerald Ton

DATE: 1/8/19

OFFICE USE ONLY

RECREATION & PARK COMMITTEE APPROVAL: DATE TO COMMITTEE: YES ☐ NO ☐ N/A ☐
COMMON COUNCIL APPROVAL: DATE TO COMMITTEE: YES ☐ NO ☐ N/A ☐

**CITY OF NORWALK RECREATION & PARKS DEPARTMENT
FACILITIES RENTAL APPLICATION FORM 2018-2019**

PLEASE PRINT _____ PERSONAL/FAMILY _____
 COMPANY/BUSINESS _____
 ORGANIZATION NAME: Larkwood-Matthews Mansion Museum NON-PROFIT (501C3) Yes ☒ No ☐
 NAME OF BENEFICIARY: Larkwood-Matthews Mansion Museum Is this an Annual Event: Yes ☒ No ☐ # of years 12
 NAME OF CORPORATE OFFICER AUTHORIZED TO EXECUTE THE LICENSE AGREEMENT: Dating Brescia TITLE: Chair of Board
 YOUR NAME: Emerson Straniti TITLE: Building & Events Coord.
 ADDRESS: 295 West Ave. E-MAIL ADDRESS: estrniti@larkwoodmatthewsmuseum.org
 CITY: Norwalk STATE: CT ZIP CODE: 06850
 HOME PHONE: _____ BUSINESS PHONE: 203 838 9799 x117 CELL: _____

FACILITY & EVENT INFORMATION
 FACILITY REQUESTED: Matthews Park # OF PARTICIPANTS 1.5k
 EVENT: Old-Fashioned Flea Market DATE REQUESTED: 9/15/19
 SET UP TIME: 7am STARTING TIME: 10am BREAKDOWN TIME: 4pm END TIME: 6am RAIN DATE: NO
(RAIN DATE FOR BEACH RENTALS ONLY)
 ARE YOU REQUESTING THE USE OF ALCOHOLIC BEVERAGES AND/OR BEER KEGS? YES ☐ NO ☒

PLEASE NOTE: NO GLASS OR BOTTLES ALLOWED AT CITY PARK PROPERTY, INCLUDING CRANEURY PARK

SERVING FOOD? YES ☒ NO ☐ ARE YOU USING A FOOD TRUCK? YES ☒ NO ☐ NAME: _____

ARE YOU REQUESTING A TENT? YES ☐ NO ☒ *ANY TENT (STRUCTURE) 10 x 10 FEET OR LARGER INCLUDING, BUT NOT LIMITED TO; ELECTRICAL LIGHTING EQUIPMENT, OVENS, GRILLS, ETC. REQUIRES A SEPARATE PERMIT FROM THE CODE ENFORCEMENT DEPARTMENT. ADDITIONAL EQUIPMENT, I.e. INFLATABLES 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 JEOPARDIZE FUTURE EVENTS IN THE CITY

ARE YOU REQUESTING TO USE DISPLAY ADVERTISING AT YOUR EVENT?
 ARE YOU REQUESTING TO SOLICIT CONTRIBUTIONS AT YOUR EVENT?
 ARE YOU REQUESTING TO SELL FOOD, BEVERAGES, GOODS OR WARES?
 WILL YOU BE USING TEMPORARY ELECTRICAL RESOURCES?

YES ☒ NO ☐
 YES ☒ NO ☐
 YES ☒ NO ☐
 YES ☒ NO ☐

BEACH PERMITS ONLY:

WILL THE GROUP BE GOING INTO THE WATER IN ANY WAY, WADING, WALKING OR SWIMMING at the Beach? YES ☐ NO ☒
 WILL THE GROUP HAVE ANY ACTIVITIES NEAR OR AROUND THE WATER (including Splash Pad) at the Beach YES ☐ NO ☒

IT IS THE GROUP SUPERVISOR'S RESPONSIBILITY TO CONTACT THE LIFEGUARD SUPERVISOR ON DUTY SO THAT ALL RULES AND REGULATIONS ARE CLEAR AND ADHERED TO
 IS A WATER SAFETY INSTRUCTOR OR A CERTIFIED LIFEGUARD ACCOMPANYING YOUR GROUP? YES ☐ NO ☒
 If yes, name of person(s) N/A 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: 1/3/19

OFFICE USE ONLY

RECREATION & PARK COMMITTEE APPROVAL: DATE TO COMMITTEE: 2/13/19 YES ☐ NO ☐ N/A ☐
 COMMON COUNCIL APPROVAL: DATE TO COMMITTEE: _____ YES ☐ NO ☐ N/A ☐

**CITY OF NORWALK RECREATION & PARKS DEPARTMENT
FACILITIES RENTAL APPLICATION FORM 2018-2019**

PERSONAL/FAMILY _____
COMPANY/BUSINESS ☒
NON-PROFIT (501C3) Yes _____ No _____

PRINT
ORGANIZATION NAME: Lupus Foundation of America

NAME OF BENEFICIARY: Lupus Foundation of America Is this an Annual Event? Yes ☒ No _____ # of years 3

NAME OF CORPORATE OFFICER AUTHORIZED TO EXECUTE THE LICENSE AGREEMENT: Antonella Leone-Giamai TITLE: Fundraising & Development Manager

YOUR NAME: Antonella Leone-Giamai TITLE: Fundraising & Development Manager

ADDRESS: 65 High Ridge Road, Box 386 E-MAIL ADDRESS: leone-giamai@lupus.org

CITY: Stamford STATE: CT ZIP CODE: 06902

HOME PHONE: _____ BUSINESS PHONE: 203-389-7305 CELL: _____

FACILITY & EVENT INFORMATION

FACILITY REQUESTED: Calif Pasture Beach # OF PARTICIPANTS: 750-900

EVENT: Walk to End Lupus Now CT-Norwalk DATE REQUESTED: October 20, 2019

SET UP TIME: 9am-2pm STARTING TIME: 2pm BREAKDOWN TIME: 6pm ENDTIME: 7pm RAIN DATE: walk is held rain or shine
(RAIN DATE FOR BEACH RENTALS ONLY)

ARE YOU REQUESTING THE USE OF ALCOHOLIC BEVERAGES AND/OR BEER KEGS? YES ☐ NO ☒

PLEASE NOTE NO GLASS OR BOTTLES ALLOWED AT CITY PARKS PROPERTY INCLUDING CRANBURG PARK

SERVING FOOD: ☒ YES ☐ NO ARE YOU USING A FOOD TRUCK? YES ☐ NO ☒ NAME: _____

ARE YOU REQUESTING A TENT? ☒ YES ☐ NO *ANY TENT (STRUCTURE) 10 x 10 FEET OR LARGER INCLUDING, BUT NOT LIMITED TO; ELECTRICAL LIGHTING EQUIPMENT, OVENS, GRILLS, ETC. REQUIRES A SEPARATE PERMIT FROM THE CODE ENFORCEMENT DEPARTMENT. ADDITIONAL EQUIPMENT, i.e. INFLATABLES 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 JEOPARDIZE 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
WILL YOU BE USING TEMPORARY ELECTRICAL RESOURCES? ☐ YES ☒ NO

BEACH PERMITS ONLY:

WILL THE GROUP BE GOING INTO THE WATER IN ANY WAY, WADING, WALKING OR SWIMMING at the Beach? YES ☐ NO ☒
WILL THE GROUP HAVE ANY ACTIVITIES NEAR OR AROUND THE WATER (including Splash Pad) at the Beach YES ☐ NO ☒

IT IS THE GROUP SUPERVISOR'S RESPONSIBILITY TO CONTACT THE LIFEGUARD SUPERVISOR ON DUTY SO THAT ALL RULES AND REGULATIONS ARE CLEAR AND ADHERED TO
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: Antonella Leone - Giamai DATE: 12/3/19

OFFICE USE ONLY

RECREATION & PARK COMMITTEE APPROVAL: DATE TO COMMITTEE: 12/13/19 YES ☐ NO ☐ N/A ☐
COMMON COUNCIL APPROVAL: DATE TO COMMITTEE: _____ YES ☐ NO ☐ N/A ☐

Norwalk Department of Police Service

Memo

To:	Health Welfare and Public Safety Committee
From:	Deputy Chief Susan Zecca
CC:	
Re:	Authorizations request
Date:	February 21, 2019

We have received funding in the Critical Community Improvements area of the Choice Neighborhood Initiative grant as administered by the Norwalk Housing Authority for the purchase of a Community Outreach vehicle. The base vehicle is a Ford Transit Cargo van which will be customized to our needs. We are requesting authorization for customization of this vehicle through a sole source purchase based on lack of qualified companies within reasonable proximity to Norwalk to provide for proper oversight of this customized work.

Authorization is as follows:

- 1) Authorize the Purchasing Agent to execute a purchase order, on behalf of the Norwalk Police Department, to Fleet Auto Supply for sole source purchase and installation of upfit to Community Outreach vehicle for the amount not to exceed \$45,000.00. Funds from the Choice Neighborhood Initiative Grant as administered by the Norwalk Housing Authority.

A representative from the Police Department will be present at your meeting to answer any questions.



Fleet Auto Supply

Emergency Vehicle Equipment

"Protecting those who serve since 1992"

757 1st Ave, West Haven, CT 06516

888-WE-FLASH

January 29 2019

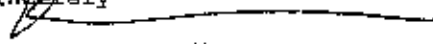
Norwalk Police Dept.
Norwalk Connecticut

Community Policing Trainist

Deputy Chief S. Zecca
Lt. T. Blake

In review of the provided specifications, Fleet Auto Supply is proud to provide a quote of \$45,000.00 to provide goods and services as specified in the Customer provided specifications. All items will be pre approved by the Norwalk Police Dept. Payment will be split in three equal payments, an initial down payment to allow parts to be ordered, a second equal payment with a review of the work accomplished and the third payment with delivery of the vehicle. The estimated build time of this vehicle is approximately twelve to sixteen weeks.

Sincerely


William Chizmadia
Owner Operator



Fleet Auto Supply
757 First Avenue West Haven Ct 06516
203 931 0388 203 931 7494 fax
fasbpt@aol.com

To: Lt. T. Blake
Re: Transit Quote
From: William Chizmadia
February 12 2019

QTY	MODEL NUMBER	DESCRIPTION	LIST PRICE	COST EACH	EXTENDED
1		PROVIDE AND INSTALL WHELEN LED WARNING AND SCENE LIGHT PACKAGE TO INCLUDE PUBLIC ADDRESS, SIREN, AND OPERATING SYSTEM.		\$ 5,000.00	\$ 5,000.00
1		PROVIDE AND INSTALL EXTERIOR FEATURES, INCLUDING AWNING REAR AND SIDE ENTRANCE STEPS		\$ 3,500.00	\$ 3,500.00
1		PROVIDE , MANUFACTURE AND INSTALLATION OF INTERIOR CUSTOM CABINET, COUNTERTOPS , CEILING PANELS AND TRIM PANELS, CUSTOM FLOORING. AUXILIARY POWER CABLE SYSTEM		\$ 8,000.00	\$ 8,000.00
1		PROVIDE AND INSTALL INTERIOR OPERATIONS CENTER EQUIP INCLUDING LED MONITOR, OPERATOR CHAIRS, ELECTRICAL OUTLETS, USB PORTS 120V OUTLETS AND CONSOLE FOR TWO WAY RADIO EQUIPMENT AND INTERIOR LIGHTING AND DRY ERASE BOARDS		\$ 8,500.00	\$ 8,500.00
1		PROVIDE AND INSTALL AUXILIARY HEAT AND AIR CONDITIONING ROOF MOUNT UNIT.		\$ 5,000.00	\$ 5,000.00
1		PROVIDE AND INSTALL REMOTE CAMERA SYSTEM		\$ 5,000.00	\$ 5,000.00
1		PRVOIDE AND INSTALL REMOTE GENERATOR AND VEHICLE DOCK SYSTEM FOR GENERATOR		\$ 5,000.00	\$ 5,000.00
1		PROVIDE AND INSTALL VEHICLE GRAPHICS CUSTOM WRAP TO CUSTOMER SPECIFICATIONS		\$ 5,000.00	\$ 5,000.00
				TOTAL	\$ 45,000.00

SOLE SOURCE PROCUREMENT REQUEST

Date - February 21, 2019

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

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

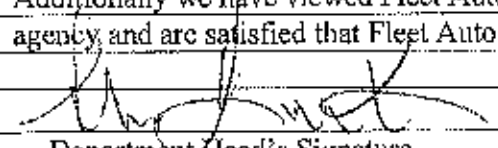
This purchase qualifies as a Sole Source procurement for the following reason(s):

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

Close proximity for oversight of this project is paramount

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

Fleet Auto Supply is the only company we have found in CT that can provide and install the custom equipment on premises. Fleet Auto Supply has provided up-fit on our vehicle fleet for many years and we are satisfied with the quality of their work. This project is for the up-fit of a specialty vehicle and we feel close oversight is important as equipment is ordered and installed to ensure the end product is correct. Additionally we have viewed Fleet Auto Supply's work on a similar vehicle for another agency and are satisfied that Fleet Auto can provide this high quality custom work.


Department Head's Signature

The Purchasing Agent

Corporation Council

☒ Supports

☐ Does not support

☒ Supports

☐ Does not support

This request for a sole source purchase


Signature


Signature

SCHOOL READINESS GRANT PROGRAM

Fiscal Year 2020

(July 1, 2019 – June 30, 2020)

LOCAL REQUEST FOR PROPOSAL

Legislative Authority

Connecticut General Statutes (CGS)

Sections 10-16a through 10-16u

Purpose of Grant as outlined in Connecticut General Statutes Section 10-16a is to:

- 1) provide open access for children to quality programs that promote the health and safety of children and prepare them for formal schooling;
- 2) provide opportunities for parents to choose among affordable and accredited programs;
- 3) encourage coordination and cooperation among programs and prevent the duplication of services;
- 4) recognize the specific service needs and unique resources available to particular municipalities and provide flexibility in the implementation of programs;
- 5) prevent or minimize the potential for developmental delay in children prior to their reaching the age of five;
- 6) enhance federally funded school readiness programs;
- 7) strengthen the family through: (A) encouragement of parental involvement in a child's development and education; and (B) enhancement of a family's capacity to meet the special needs of the children, including children with disabilities;
- 8) reduce educational costs by decreasing the need for special education services for school age children and to avoid grade repetition;
- 9) assure that children with disabilities are integrated into programs available to children who are not disabled; and
- 10) improve the availability and quality of school readiness programs and their coordination with the services of child care providers.

Responses to the RFP are also used to monitor compliance with the School Readiness quality components.

Local School Readiness RFP Basic Requirements Checklist

- ☐ Application submitted by deadline
- ☐ Required Signatures received by deadline

The following program information has been submitted:

- ☐ Completed cover page with contact information
- ☐ Licensing Information (license and most recent licensing inspection report) or
- ☐ License Status Verification Form (*license exempt programs only*)
- ☐ Registry OEC Health and Safety Orientation Report (applicable to programs accepting Care4Kids funds)
- ☐ Professional Registry, Staff Qualification Detail Report (without wage information)
- ☐ Registry Designated QSM Report
- ☐ Professional Registry, NAEYC Staff Report
- ☐ Proposed activities A-G are all addressed
- ☐ Program description A-E are all addressed
 - ☐ Program calendar
 - ☐ Class size and teacher/child ratio (if not included in program description)
 - ☐ Curriculum and assessment documents (planning documents, assessment work, curriculum description, etc)
- ☐ Family handbook (do **NOT** submit other program documents unless specifically requested)
 - ☐ List of literacy activities (item E3 in the Program Documents Section)
 - ☐ Kindergarten orientation activities done at the program or in collaboration with the schools (item G2 in the Program Documents Section)
- ☐ Statement of Assurances signature page
- ☐ Completed School Readiness local program data workbook
- ☐ Completed School Readiness local program budget workbook
- ☐ Interagency Collaboration Agreements

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DIRECTIONS

This application is for all programs wishing to be considered for funding from the School Readiness Council for state funded School Readiness spaces. All programs interested in being considered for School Readiness spaces must complete this application for review by the local School Readiness Council. All completed applications will be scored. Recommendations for allocation of School Readiness spaces will be made based on the availability of spaces **AND** application scores.

Please note that in order for applications to be considered for funding:

1. All sections must be completed and all materials/forms submitted to _____.
2. Program must be in compliance with all policies and requirements for School Readiness. School Readiness General Policies (GPs) are available at <http://www.ct.gov/oec/generalpolicies>.
3. Programs must meet all health and safety requirements mandated by the OEC (licensed and license exempt).

If the School Readiness Council added items to this OEC local request for proposal, the items are listed here and were approved by the Office of Early Childhood prior to release of this application.

SCHOOL READINESS POLICIES AND REQUIREMENTS

LICENSING/ACCREDITATION/APPROVALS

Grantees must ensure that all sites are licensed by the OEC or meet legal requirements to be considered license exempt. Applicants must include a copy of the current license and the most recent full licensing inspection report from the OEC for each site requesting School Readiness funds. If the site meets the definition of license exempt, the Licensing Status Verification Form must be completed and submitted with the application. Programs (both licensed and license exempt) must meet all health and safety requirements mandated by the OEC.

PLEASE NOTE: Applicants claiming license exemption must meet these basic licensing requirements:

- **Class size:** No more than 20 children per classroom space at any one time (18 recommended);
- **Class space:** minimum 35 square feet per child;
- **Outdoor space:** minimum 75 square feet per child;
- **Outdoor play equipment:** Shock-absorbing materials under outdoor play equipment five feet or less must meet ECERS standards of six inches of resilient surfaces (wood chips, shredded bark, etc.);
- **Supervision:** All children MUST be supervised visually at ALL times. One adult for every 10 children (or less) is the required staff-to-child ratio; and
- **Other health and safety requirements:** additional requirements may be mandated by the Office of Early Childhood.

License exempt only: ☐ By checking this box, the program attests to meeting the above safety requirements.

Care4Kids: ☐ By checking this box, the program attests to being a Care4Kids provider accepting Care4Kids funds. **Programs that receive Care4Kids must include the Registry's OEC Health and Safety Orientation Report as part of their application.**

All program sites must be accredited/approved or in process of becoming accredited/approved. All programs must submit evidence of National Association for the Education of Young Children (NAEYC) Accreditation or for new programs only, willingness to become accredited by NAEYC within three years of accepting funding or evidence of Head Start approval. The following documentation is required:

- Accredited by the National Association for the Education of Young Children (NAEYC);
 - For currently accredited sites, submit a copy of your NAEYC certificate and maintain your accreditation status; and
 - For new sites not currently accredited, a statement signed by the director acknowledging that the program will become NAEYC accredited within three years; or
- Head Start approval as documented by the programs most recent Head Start grant award letter.

Programs approved by Head Start must electronically submit a copy of their most recent Financial Assistance Award Letter from the United States Department of Health and Human Service, Administration of Children and Families. In addition, submit a copy of the Head Start approved Quality Improvement Plan demonstrating progress toward correcting any areas of deficiencies and/or non-compliances.

Applicants must meet the program requirements and quality standards for participation in School Readiness program as described in CGS Section 10-16q (a). (see GP A-02 and GP B-05).

LICENSING STATUS VERIFICATION FORM

Must be submitted annually by license exempt programs

Connecticut General Statutes, Section 19a-77(b) provides that a program administered by a public school system is not required to be licensed to operate. In addition, the licensing requirement does not apply to programs administered by private schools that are approved by the State Board of Education and have filed a yearly attendance form with the Connecticut State Department of Education (CSDE), provided the provisions of childcare services are only to those children whose ages are covered under such approval or accreditation. "Administered by" has been interpreted by the OEC to mean that a public school system or a CSDE approved private school retains ultimate responsibility for the management and oversight of the program and for the program staff and the children served.

If a School Readiness grantee submits to the OEC sub-grantee applications with sites that are not required to be licensed by the OEC to provide child day care, the grantee must complete this form for each license exempt site. One of the following persons must complete and sign this form, as appropriate: the superintendent of schools, charter school director, administrator of a CSDE approved private school or executive director of a Regional Education Service Center (RESC).

Please check the appropriate boxes below with an "X", provide your signature, and indicate whether your board of education, charter school, CSDE approved private school or RESC administers the program.

_____ located at _____
(Name of Program) (Program Address)

____ Yes, the ☐ board of education, ☐ charter school, ☐ CSDE approved private school, or ☐ RESC administers the above named program and therefore retains ultimate responsibility for the management and oversight of such program, for the staff employed at the program and the children attending the program.

This arrangement is effective from: _____ to _____
Start date End date

- ☐ If yes, please check this box to verify that the above named program shall inform the parents and legal guardians of the children participating in such program that such program is not licensed by the OEC to provide child care services.

____ No, the ☐ board of education, ☐ charter school, ☐ CSDE approved private school, or ☐ RESC does not administer the above named program and does not retain ultimate responsibility for the management and oversight of such program, for the staff employed at the program and the children attending the program.

Signature Printed Name

☐ Superintendent of Schools ☐ Charter School Director ☐ CSDE Approved Private School Administrator

☐ RESC Executive Director

for the _____
Name of Grantee

☐ Board of Education ☐ Charter School ☐ CSDE Approved Private School ☐ RESC ☐ Charter School

_____ (____) _____ @ _____
City or Town Phone Number email address

STAFFING

All staff working with children in School Readiness sites and managing a School Readiness site must be registered in the Early Childhood Professional Development Registry (see GP A-01). The OEC and School Readiness Liaisons use the Professional Development Registry to verify and monitor staff qualifications.

In this application, all programs must submit the following Registry reports:

1. Staff Qualifications Detail Report (Do not send the wage data. DELETE THESE COLUMNS BEFORE SENDING).
Download report, delete wage columns, save report, format to print on one legal sized sheet of paper.
2. NAEYC Candidacy Staff Report

TEACHER EDUCATION REQUIREMENT

Programs applying for School Readiness spaces must meet teacher education requirements specified in School Readiness General Policy A-01 for the entire program, NOT just funded classrooms. A DQSM is a Teacher assigned to a classroom and cannot act as a floater. See the chart below as well as the definitions outlined in GP A-01.

In this application, all programs must submit the Registry Designated QSM Report

QSM Qualifying Options		
Until June 30, 2020	July 1, 2020 – June 30, 2023	July 1, 2023 and after
A current CDA credential plus 12 early childhood credits. OR One of the options in the next column.	50% or more of the designated QSMs must have one of the following: A Bachelor degree or higher specific to an early childhood concentration from any regionally accredited higher education institution. OR A current Connecticut State Department of Education (CSDE) appropriate Early Childhood Certification Endorsement (see list page 6). OR A Bachelor degree specific to an early childhood concentration from the <u>OEC Approved College</u> Listing. AND a B level ECTC (Early Childhood Teacher Credential) OR A Bachelor degree in any other field AND 12 credits or more in early childhood or child development from any college not listed on the approved list; AND successful completion of the B level Early Childhood Teacher Credential (ECTC) Individual Review Route; OR <u>Is a Grandfathered Qualified Staff Member (QSM)</u> The remaining % of designated QSMs must have, from a regionally accredited higher education institution: • an Associate degree in early childhood, • an Associate degree in any field and 12 early childhood credits, or • a higher degree not identified above.	100% of the designated QSMs must have one of the following: A Bachelor degree or higher specific to an early childhood concentration from any regionally accredited higher education institution. OR A current Connecticut State Department of Education (CSDE) appropriate Early Childhood Certification Endorsement (see list page 6). OR A Bachelor degree specific to an early childhood concentration from the <u>OEC Approved College</u> Listing. AND a B level ECTC (Early Childhood Teacher Credential) OR A Bachelor degree in any other field AND 12 credits or more in early childhood or child development from any college not listed on the approved list; AND successful completion of the ECTC Individual Review Route; OR <u>Is a Grandfathered Qualified Staff Member (QSM)</u>

SPACE TYPES

Program sites must offer space types that meet one of the following requirements as outlined in GP B-04 including minimum attendance requirements.

- **Full-Day/Full-Year** – site must provide preschool services five days per week, 10 hours per day, for a minimum of 50 weeks per year and adhere to the policy for an alternative plan of care outlined in GP B-04.
- **School-Day/School-Year** – site must provide preschool services for five days per week, a minimum of six hours per day for a minimum of 180 consecutive days.
- **Part-Day/Part-Year** – site must provide preschool services for children not enrolled in any other program for a minimum of two and one-half hours per day, five days per week for 180 consecutive days.
- **Extended Day (Priority School Readiness Only)** – site must provide services that extend the hours per day, days per week and weeks per year for children in an existing part-time program, not funded by school readiness. This space type is intended to provide children enrolled in a part-time service to receive a Full-Day/Full-Year program (five days per week, 10 hours per day, 50 weeks and adhere to the policy for an alternative plan of care outlined in GP B-04).

THE EVERY STUDENT SUCCEEDS ACT OF 2016 (ESSA)

Public preschool programs, administered by a local or regional board of education must follow the same guidelines as grades K-12. LEA preschool programs must:

- allow immediate enrollment of homeless students who are unable to present health or other required forms;
- provide continuity of care;
- provide transportation to the school of origin to provide continuity of care; and
- the local or regional board of education's McKinney Vento Liaison can provide additional information and/or clarification for these requirements.

NONSECTARIAN POLICY

Under Connecticut General Statutes (C.G.S.) Section 10-16p (a) (1), a School Readiness program must be a "nonsectarian program" which is defined in section 10-16p (f) as "any public or private school readiness program that is not violative of the Establishment Clause of the Constitution of the State of Connecticut or the Establishment Clause of the Constitution of the United States of America".

For more information please read GP C-05 and certify below that your program meets the nonsectarian policy outlined therein.

☐ By checking this box my program certifies that it adheres to the nonsectarian policy outlined in GP C-05.

GRANT SUBMISSION INFORMATION

Date of Board Acceptance

IF the submission of the application for the Local RFP for School Readiness and Grant Program requires the official approval and/or endorsement of any Board or like body (e.g., town council, etc.), the approval and/or endorsement of such body should be submitted with the grant application. If it is not possible to obtain Board approval prior to submission of the grant application, then the official Board approval should be sent separately as soon as possible. The application should document the date of expected Board approval.

Freedom of Information Act

All of the information contained in the grant application submitted in response to the Local RFP for the School Readiness Grant Program is subject to the provisions of Chapter 3 of the Connecticut General Statutes (Public Records and Meetings and Freedom of Information Act (FOIA) Sections 1-13 through 1-21K). The FOIA declares that except as provided by federal law or state statute, records maintained or kept on file by any public agency, as defined in the statute, are public records and every person has the right to inspect and receive a copy of such records.

Obligations of Grantees and Sub-Grantees

All bidders are hereby notified that the grant to be awarded is subject to contract compliance requirements as set forth in Connecticut General Statutes Section 4a-60, 4a-60a and Sections 4a-68j-l et seq. of the Regulations of Connecticut State Agencies. Furthermore, the grantee must submit periodic reports of its employment and sub-contracting practices in such form, in such manner and in such time as may be prescribed by the Commission on Human Rights and Opportunities.

State Monitoring and Evaluation

The OEC, or its designee, may conduct site visits both announced and unannounced to grantees and sub-grantees funded under this grant program to monitor a community's progress and compliance with the intent of the legislative act and in accordance with the RFP.

Management and Control of the Program and Grant Consultation Role of the State

The sub-grantee will have overall management control of the grant. While state agency staff may be consulted for their expertise, they will not be directly responsible for the selection of sub-grantees or vendors, nor will they be directly involved in the expenditure and payment of funds obligated by the grantee or sub-grantee.

Reporting Requirements

Within 60 days after the close of the fiscal year, each sub-grantee must file a financial statement of expenditures with the community on such forms as the community and/or the OEC may require.

The applicant must complete and submit the monthly data reports to the community at the end of each month.

The applicant must complete and submit any reports or provide data as required by the OEC.

Review of Applications and Grant Awards

The community reserves the right to make a grant award decision under this program without discussion with the applicants. Therefore, applications should be submitted which present the project in the most favorable light from both technical and cost standpoints.

Reservations and Restrictions

The OEC reserves the right not to fund an applicant or grantee if it is determined that the grantee cannot manage the fiscal responsibilities required under this grant or is out of compliance with policies governing this grant. In turn, the community reserves the right not to fund an applicant or a sub-grantee if it is determined that the sub-grantee cannot manage the fiscal responsibilities required under this grant program or is out of compliance with policies governing this grant.

Waiting Lists

The program agrees to share waiting lists of children and families with the OEC and/or the School Readiness Council upon request.

Delivery of Applications

Delivery of the Local RFP for the School Readiness Program application is required by _____ on _____.

1. Original, hard-copy signature pages (Statement of Assurances) must be mailed or hand-delivered to _____.
2. The RFP and original signatures **must be received by _____ on _____, IRRESPECTIVE OF POSTMARK DATE.** Faxed or scanned copies of signatures will not be accepted.

IMPORTANT NOTE: Late or incomplete applications MAY not be considered for funding.

Mailing/Delivery address and email is:

Additional criteria may be added to this request for proposals once approved by the OEC. Any additional council criteria approved by OEC should be documented in the community request for proposal submitted to the OEC.

GLOSSARY/DEFINITIONS

Child Standards – The CT Early Learning and Development Standards (CT ELDS) set forth what young children birth to age five should know and be able to do. Curriculum and assessments should be based upon, or aligned to, the CT ELDS. All state-funded programs are responsible for ensuring that the skills and behaviors in the CT ELDS are addressed. Programs may use the Head Start Early Learning Outcomes Framework (HS ELOF) as the child standards in conjunction with the crosswalk outlining additional skills to be addressed from the CT ELDS when it becomes available.

Child Assessment – Programs are required to use an assessment tool designed for the purpose of informing curriculum and instruction practices that is aligned to the CT ELDS. The Connecticut Documentation and Observation for Teaching System (CT DOTS) is a tool that is available at no cost that meets this criteria. Programs that are still using the Connecticut Preschool Assessment Framework (CT PAF) should develop a plan for transitioning to CT DOTS or another assessment tool that meets this criteria.

General Policies– General Policies (GPs) provide guidance to School Readiness Councils, School Readiness Liaisons and providers about school readiness policies and procedures. Programs are required to adhere to all applicable School Readiness general policies.

Inclusion/Integration – It is expected that all children with and without disabilities shall have the same access to School Readiness programs as other children. Programs must adhere to the requirements of the **Americans with Disabilities Act (ADA)** and the **Individuals with Disabilities Education Act (IDEA)** that require that no child be excluded based on disability.

Parent Fees & Sliding Fee Scale – The amount of money parents are required to pay for participation in the School Readiness program is based on the sliding fee scale or is stated on their childcare certificate. Fees must be used to support the activities of the School Readiness program that the child is attending. The School Readiness Council may choose to exempt only Part-Day/Part-Year Programs from this requirement. For additional information, see GP B-01 and GP B-02. A scale of fees based on income and family size. For all children, except those with a childcare certificate, the programs must use the Sliding Fee Scale to determine the fees charged to parents for School Readiness programs, in accordance to policy guidelines provided by their local School Readiness Council.

Program Standards – Programs who either have or are seeking NAEYC accreditation must meet the NAEYC standards. Head Start programs must meet the Head Start Program Performance Standards. For additional information, see GP A-02 and GP B-05.

Quality Components – The 11 components required of School Readiness programs required by the legislation: collaboration, parent involvement, health, nutrition, pre-literacy practices, family literacy, admission policies, transition to kindergarten, professional development, a sliding fee scale and an annual program evaluation.

Teacher – Each classroom that provides services under the School Readiness Grant must be staffed for all operating hours for Part-Day and School-Day spaces and for six hours per day for Full-Day spaces, by a teacher who meets the definition outlined in GP A-01 and GP A-03.

Professional Learning for Teaching Staff - Fifteen hours of professional learning are required annually for teaching staff. Teachers must participate in a minimum of two professional development trainings each year focused on early childhood development, trauma informed practice or topics directly related to the field of early childhood education and one training in inclusive practices for children with disabilities and learning differences. (see item H3 in Program Documents Section). New staff must have or obtain specific training in pre-literacy skill development and in racial and ethnic diversity within a year of hire.

Significant Health Risk Items (Licensing) – Items assessed that pose a significant and immediate risk to children that include ratios, group size, supervision, program capacity, and items related to bodies of water as applicable.

GRANT COVER PAGE

DUE DATE

(Determined by local School Readiness Council)

SUBMISSION INFORMATION

Agency/Program Name:			
Street Address:			
City, State, Zip			
Primary Contact Person:		Email:	
Telephone:		Fax:	

Please check one: New Agency/Program _____ Existing Agency/Program _____

PROGRAM FISCAL AGENT *(To be completed if the Fiscal Agent is other than the applicant agency)*

Agency/Program Name:			
Street Address:			
City, State, Zip			
Primary Contact Person:		Email:	
Telephone:		Fax:	

PROPOSED ACTIVITIES FY 2020

Provide a response to each of the following:

If a question does not apply to your program note "N/A" in the space provided. You may answer directly on the application or attach your response. If using attachments, make sure they are clearly labeled and "see attached" is noted on the application.

- A. Indicate how the program will seek out and identify families who meet the income criteria of being at or below 75% of the state's median income (*this is expected to represent at least 60% of families served*).
- B. Describe any plans to locate two or more programs or services in the same setting and/or collaborative agreements with other community providers and agencies. Collaborative programming with other agencies, programs or services should be reflected in an interagency agreement. See attachments for interagency agreement forms.
- C. Describe any plans for building or securing a new facility, renovating an existing structure. Include any planned efforts to expand existing facilities to serve more children.

- D. Describe efforts to seek out and retain qualified staff to meet the 2023 requirements outlined in GP A-01.
- E. Describe any collaborative efforts or joint activities with other early childhood programs in your community. For currently funded School Readiness programs include any joint activities funded by family fees or other School Readiness funds. Please note if program participation is mandatory or voluntary and how children will benefit because of the program's participation.
- F. Describe how the program includes children with disabilities and their families as well as those with learning differences, challenging behaviors and/or special health care needs. Please describe the program's relationship with Public School Special Education Services.
- G. Describe additional activities or efforts that you would like considered as part of your application for School Readiness funding.

PROGRAM DESCRIPTION

Provide a response to each of the following:

If a question does not apply to your program note "N/A" in the space provided. You may answer directly on the application or attach your response. If using attachments, make sure they are clearly labeled and "see attached" is noted on the application.

- A. Attach a copy of a program calendar for July 1, 2019, to June 30, 2020, and clearly identify all closings and the program's Alternative Care Plan. Programs must adhere to the required number of days open by program type as outlined in GP B-04. Full-day/full-year programs must be available to families for 50 weeks. Consult GP B-04 and School Readiness Council policy for information about the required Alternative Care Plan Policy.

- B. Class size may not exceed 20 children; the OEC recommends a class size of 18 children. A class is a well-defined space with clear physical barriers that is used by the same set of children with assigned teacher and staff. Below, please describe the program's class size and teacher to child ratio for each class. Label classrooms as they are listed in the Professional Registry.

- C. Describe the curricular approach or tools used in your program. If your program utilizes a published curriculum, include information about the tools used, training provided on the tools, and the process used to adjust curriculum/instruction for individual children. If your program plans experiences on an ongoing basis, provide information about the planning process and the training or coaching staff receive related to the process. Include the relationship between your curriculum and the CT ELDS.

- D. Describe your program's approach to assessment. What tool(s) and processes are used for gathering information to inform curriculum and instruction and meet the needs of individual learners? Include information about the alignment of tools used to the CT ELDS. If your program is currently using the Connecticut Preschool Assessment Framework (CT PAF), describe the plan to transition to CT DOTS or another tool. Include information about any other assessments used, including the purpose, training, and how data is reviewed and used.

E. Describe the daily schedule in the program.

PROGRAM DOCUMENTS

Please indicate below which of your program's current documents contain information that shows evidence your program meets the School Readiness Program Quality Components. **Submit a copy of the Family Handbook with your completed application.** Indicate the page numbers of the Family Handbook that address the information marked by an asterisk (*) in the checklist below. Items not marked with an asterisk (*) may be identified in other documents. **DO NOT SUBMIT OTHER DOCUMENTS;** just check the appropriate box indicating you have documents on site that meet the non-asterisk quality components. If there are parts of a section that are not checked off as being met through any existing program document, provide a written statement addressing how the program plans to meet this requirement.

General Information

* Family Handbook Pg. #	NAEYC or Head Start document	Other Source	
			*GI 1. Services provided (including age range of children).
			*GI 2. Hours of operation (hours per day, days per week, months per year).
			*GI 3. Enrollment policy * (include the policy for children not yet toilet trained).
			*GI 4. Program mission/purpose statement and education philosophy/framework statement.
			*GI 5. Open access to parents/guardians.
			*GI 6. Parent conferences.
			*GI 7. Commitment to include children with special needs.
			*GI 8. Discipline policy.
			GI 9. Where/how special education services are provided (i.e. on-site, by whom, off-site, by whom)?

Program Components

* Family Handbook Pg. #	NAEYC or Head Start document	Other Source	A. Plan for collaboration with other community programs and services
			A 1. Process to identify and refer families to programs and services.
			A 2. Coordination of resources to eliminate duplication.
			A 3. Unique resources specific to your community.
			A 4. Public school efforts to provide information, training and technical assistance to the SR staff to supporting children and families.
			A 4. Other:

* Family Handbook Pg. #	NAEYC or Head Start document	Other Source	B. Parent involvement, parenting education and outreach
			*B 1. Parent advisory council (including decision-making policy).
			*B 2. Home/school partnership initiatives designed to develop reciprocal communication and engagement.
			*B 3. Opportunities for parenting education and other support activities.
			B 4. Other:

* Family Handbook Pg. #	NAEYC or Head Start document	Other Source	C. Referrals for Health Services, Including Referrals for Appropriate Immunizations and Screenings.
			C 1. Use of the ED 191 form for health records.
			C 2. Child health files include health screens pursuant to <i>Early and Periodic Screening, Diagnosis and Treatment (EPSDT)</i> .
			C 3. Tracking system for health record expiration and accuracy.
			*C 4. Providing vision, hearing, and dental screenings either on-site or in collaboration with another agency.
			*C 5. Processes to assist families to secure medical insurance, a medical home, on-going well-child care, immunizations, and health, dental and nutritional screenings.
			C 6. Other:

* Family Handbook Pg. #	NAEYC or Head Start document	Other Source	D. Nutrition Services
			D 1. Identification and documentation of children's nutritional needs.
			*D 2. Participation in the <i>Child and Adult Care Food Program (CACFP)</i> and the <i>National School Lunch Program (NSLP)</i> .
			*D 3. If your program does not participate in CACFP or NSLP, how does it ensure that the meals and snacks served meet the CACFP requirements?
			D 4. Nutrition services, including nutrition education, provided by the program.
			D 5. Other:

* Family Handbook Pg. #	NAEYC or Head Start document	Other Source	E. Family Literacy
			E 1. Process for the identification of families' literacy education/training needs and assistance with access to literacy program.
			*E 2. Assistance to families in accessing adult education programs, job training, and public library services.
			*E 3. Opportunities to support families in interactive literacy activities. (Attach a list of sample activities)
			E 4. Other:

* Family Handbook Pg. #	NAEYC or Head Start document	Other Source	F. Admission Policies
			*F 1. Promote the enrollment of children from diverse racial, ethnic and economic backgrounds.
			*F 2. Include non-discrimination statement and confidentiality statement.
			*F 3. Access to all 3-and 4-year old children.
			F 4. Other:

* Family Handbook Pg. #	NAEYC or Head Start document	Other Source	G. Transition Plan
			*G 1. Collaboration between the School Readiness staff and kindergarten staff.
			*G 2. Orientation activities for children and families that prepare them for transition to kindergarten. (Attach a list of activities)
			*G 3. Supports provided to families in transitioning their child to kindergarten.
			*G 4. Records transferred to kindergarten.
			G 5. Other:

* Family Handbook Pg. #	NAEYC or Head Start document	Other Source	H. Professional Development Plan and Experiences <i>Professional development is considered to be an experience of sufficient duration (at least 2 hours) provided by a person with expertise, knowledge, and training in the subject matter.</i>
			H 1. All staff members have a written professional development plan outlining professional goals that increase their knowledge and expertise in early childhood practice.
			H 2. Each staff member participates in early-literacy skill development training, and cultural and linguistic diversity training for early childhood classrooms within their first year of employment.
			H 3. Each staff member engages in 15 hours of professional development experiences each year that increases their awareness, knowledge, and practice of recognition and response to children's needs. (i.e., planning, observing, adaptive strategies, use of screening and assessment, special education strategies, general child development, trauma informed practice, etc.).
			*H 4. Statements regarding the impact of professional development on program quality.
			H 5. Other:

* Family Handbook Pg. #	NAEYC or Head Start document	Other Source	I. Sliding Fee Scale
			*I 1. Use of the current OEC School Readiness sliding fee scale.
			*I 2. Assisting families with access to the Child Care Assistance Program (Care-4-Kids). <u>Care-4-Kids application is voluntary for School Readiness enrollment.</u>
			*I 3. Procedures for fee determination and re-determination.
			*I 4. Fee calculation is reviewed with parent, includes parent signature and parent receives a copy of the fee calculation form.
			I 5. Other:

* Family Handbook Pg. #	NAEYC or Head Start document	Other Source	J. Evaluation of the Effectiveness of Program
			*J 1. The CT ELDS as the child level standards and an appropriate assessment aligned to the CT ELDS are used for planning learning experiences, observing and documenting child progress, and implementing teaching strategies. All curriculum used must align with the CT ELDS.
			*J 2. Staff, parents, and others collect information on quality from many sources, and engage in a reflective process to assess the effectiveness of the program as measured by accreditation/approval entities, OEC evaluation measures, and program measures.
			J 3. How does the program document the efforts described in J 1 and J 2, monitor progress, and report to families and the School Readiness Council?
			J 4. Other:

STATEMENT OF ASSURANCES

The Statement of Assurances Signature Page included in this grant must provide the authorized signatures of the applicant agency (e.g., mayor and superintendent of schools).

Please note that the authorized signatures of the eligible applicant must also be provided on the cover page of the grant application submitted with the grant (see application instructions).

Applicants need only submit the Statement of Assurances Signature Page with submission of their grant application.

PROJECT TITLE: SCHOOL READINESS GRANT PROGRAM

THE APPLICANT: _____ HEREBY ASSURES THAT: _____

- A. The applicant has the necessary legal authority to apply for and receive the proposed grant;
- B. The filing of this application has been authorized by the applicant's governing body, and the undersigned official has been duly authorized to file this application for and on behalf of said applicant, and otherwise to act as the authorized representative of the applicant in connection with this application;
- C. The activities and services for which assistance is sought under this grant will be administered by or under the supervision and control of the applicant;
- D. The project will be operated in compliance with all applicable state and federal laws and in compliance with regulations and other policies and administrative directives of the Connecticut Office of Early Childhood and the Connecticut State Department of Education;
- E. Grant funds shall not be used to supplant funds normally budgeted by the agency;
- F. Fiscal control and accounting procedures will be used to ensure proper disbursement of all funds awarded;
- G. The applicant will submit a final project report (within 60 days of the project completion) and such other reports, as specified, to the Connecticut State Department of Education for the Office of Early Childhood, including information relating to the project records and access thereto as the Connecticut Office of Early Childhood and Connecticut State Department of Education may find necessary;
- H. The Connecticut Office of Early Childhood reserves the exclusive right to use and grant the right to use and/or publish any part or parts of any summary, abstract, reports, publications, records and materials resulting from this project and this grant;
- I. If the project achieves the specified objectives, every reasonable effort will be made to continue the project and/or implement the results after the termination of state/federal funding;
- J. The applicant will protect and save harmless the Office of Early Childhood and the State Department of Education from financial loss and expense, including legal fees and costs, if any, arising out of any breach of the duties, in whole or part, described in the application for the grant;
- K. At the conclusion of each grant period, the applicant will provide for an independent audit report acceptable to the grantor in accordance with Sections 7-394a and 7-396a of the Connecticut General Statutes, and the applicant shall return to the Connecticut State Department of Education any monies not expended in accordance with the approved program/operation budget as determined by the audit; and
- L. Programs are required to meet all health and safety requirements mandated by the Office of Early Childhood for both license and license exempt programs.

M. REQUIRED LANGUAGE (NON-DISCRIMINATION)

References in this section to "contract" shall mean this grant agreement and to "contractor" shall mean the Grantee.

a) For purposes of this Section, the following terms are defined as follows:

- 1) "Commission" means the Commission on Human Rights and Opportunities;
- 2) "Contract" and "contract" include any extension or modification of the Contract or contract;
- 3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- 4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
- 5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- 6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- 7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- 8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- 9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes §32-9n; and
- 10) "public works contract" means any agreement between any individual, firm or corporation and the State of any political subdivision of the State other than a community for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a community, (2) a quasi-public agency, as defined in Connecticut General Statutes § 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Connecticut General Statutes § 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- b) (1) The Contractor agrees and warrants that in for performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race,

color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the contractor agrees to provide each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §46a-68e and §46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §46a-56, 46a-68e and 46a-68f.; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes §46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of the Section and Connecticut General Statutes § 46a-56.
- h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- N. The grant award is subject to approval of the Connecticut Office of Early Childhood and availability of state or federal funds.
- O. The applicant agrees and warrants that Sections 4-190 to 4-197, inclusive, of the Connecticut General Statutes concerning the Personal Data Act and Sections 10-4-8 to 10-4-10, inclusive, of the Regulations of Connecticut State Agencies promulgated there under are hereby incorporated by reference.
- P. The Connecticut Office of Early Childhood reserves the right to negotiate terms, including the withholding of funds, based on the grantee's inability to comply with the assurances.
- Q. The Connecticut Office of Early Childhood reserves the right to de-fund sub-grantees of the School Readiness Council based on the sub-grantee's inability to comply with School Readiness General Policies.

STATEMENT OF ASSURANCES SIGNATURE PAGE

I, the undersigned authorized official; do hereby certify that these assurances shall be fully implemented.

Signature of Official: _____

Name: (please type) _____

Title: (please type) _____

Date: _____

To be signed below **ONLY** if the Fiscal Agent is other than the program applying for the funds:

Signature of Fiscal Agent: _____ **Date:** _____

Name & Title (please print): _____

PROGRAM DATA

Each applicant is required to complete a **School Readiness Local Program Data Workbook** (see attachments) which contains three tabs: (1) Program Information; (2) Accreditation/Approval Status; and (3) Space Proposal.

Complete the forms in the workbook as they pertain to your site and attach with your RFP submission. Please also e-mail your entire workbook to your School Readiness Liaison. Detailed directions on how to complete the workbook are located within the electronic file.

BUDGET

Each applicant is required to complete a **School Readiness Local Program Budget Workbook** (see attachments) which contains two tabs: (1) Budget Justification and (2) ED114.

On the **Budget Justification** tab, provide a brief explanation justifying each line item expenditure proposed in the grant budget. Justifications for line item expenses must reflect the programs needs to ensure high-quality programming for children.

The ED114 is a detailed line item budget that reflects the programs requested use of funds for the proposed space capacity represented in this RFP for the **FY 2020**. (*Budget total must equal the requested School Readiness funds.*)

There are no indirect costs or carry-over funds allowed.
All funds, including family fees, must be spent by June 30, 2020.
A new ED114 budget form is required annually.

BUDGET OBJECT CODES

The OEC is using object code definitions from the United States Department of Education publication "Financial Accounting for Local and State School Systems." (<http://nces.ed.gov/pubs2009/2009325.pdf>) Per federal definition, an object is used to describe the service or commodity obtained as the result of a specific expenditure. For a specific grant, it may be necessary to modify what can be included in a given object based on the grant legislation. Please review the instructions for specific grant budget development carefully.

Master Budget Form Object Code Descriptions/Includable Items

111A Non-Instructional

Amounts paid to administrative employees of the grantee not involved in providing direct services to pupils/clients. Include all gross salary payments for these individuals while they are on the grantee payroll including overtime salaries or salaries paid to employees of a temporary nature.

111B Instructional

Salaries for employees providing direct instruction/counseling to pupils/clients. This category is used for both counselors and teachers. Include all salaries for these individuals while they are on the grantee payroll including overtime salaries or salaries of temporary employees. Substitute teachers or teachers hired on a temporary basis to perform work in positions of either a temporary or permanent nature are also reported here. Tutors or individuals whose services are acquired through a contract are not included in the category. A general rule of thumb is that a person for whom the grantee is paying employee benefits and who is on the grantee payroll is included; a person who is paid a fee with no grantee obligation for benefits is not.

200 Personal Services - Employee Benefits

Amounts paid by the grantee on behalf of the employees whose salaries are reported in objects 100 or 111A and 111B. These amounts are not included in the gross salary, but are in addition to that amount. Such payments are fringe benefit payments and, while not paid directly to employees, nevertheless are part of the cost of personal services. Included are the employer's cost of group insurance, social security contribution, retirement contribution, tuition reimbursement, unemployment compensation and workmen's compensation insurance.

320 Professional Educational Services

Services supporting the instructional program and its administration. Included are curriculum improvement services, assessment, counseling and guidance services, library and media support, and contracted instructional services.

321 Tutors (Instructional Non-Payroll Services)

Payments for services performed by qualified persons directly engaged in providing learning experiences for students. Include the services of teachers and teachers' aides who are not on the payroll of the grantee.

322 In-service (Instructional Program Improvement Services)

Payments for services performed by persons qualified to assist teachers and supervisors to enhance the quality of the teaching process. This category includes curriculum consultants, in-service training specialists, etc., who are not on the grantee payroll.

- 323 Pupil Services (Non-Payroll Services)**
Expense for certified or licensed individuals who are not on the grantee payroll and who assist in solving pupils' mental and physical problems. This category includes medical doctors, therapists, audiologists, neurologists, psychologists, psychiatrists, contracted guidance counselors, etc.
- 324 Field Trips**
Costs incurred for conducting educational activities off site. Includes admission costs to educational centers, fees for tour guides, etc.
- 325 Parental Activities**
Expenditures related to services for parenting including workshop presenters, counseling services, baby-sitting services, and overall seminar/workshop costs.
- 330 Employee Training and Development Services**
Services supporting the professional and technical development of school district personnel, including instructional, administrative, and service employees. Included are course registration fees (that are not tuition reimbursement), charges from external vendors to conduct training courses (at either school district facilities or off-site), and other expenditures associated with training or professional development by third-party vendors.
- 340 Other Professional Services**
Professional services other than educational services that support the operation of the school district. Included, for example, are medical doctors, lawyers, architects, auditors, accountants, therapists, audiologists, dieticians, editors, negotiations specialists, paying agents, systems analysts, and planners.
- 341 Audit**
Direct cost for the audit of the grant program by an independent auditor. This category is separated from object code 340 as many grants do not include this cost as an eligible grant expenditure.
- 400 Purchased Property Services**
Services purchased to operate, repair, maintain, and rent property owned or used by the grantee. These services are performed by persons other than grantee employees. While a product may or may not result from the transaction, the primary reason for the purchase is the service provided.
- 500 Other Purchased Services**
Amounts paid for services rendered by organizations or personnel not on the payroll of the grantee (separate from Professional and Technical Services or Property Services). While a product may or may not result from the transaction, the primary reason for the purchase is the service provided.
- 600 Supplies**
Amounts paid for items that are consumed, worn out, or deteriorated through use, or items that lose their identity through fabrication or incorporation into different or more complex units or substances.
- 700 Property**
Expenditures for acquiring fixed assets, including land or existing buildings, improvements of grounds, initial equipment, additional equipment, and replacement of equipment.

INTERAGENCY COLLABORATION AGREEMENTS

Programs should have collaborative agreements with outside community agencies in order to provide support and services to families as required by the collaboration quality components. These agreements should include, but are not limited to, agencies such as health, mental health, WIC, libraries, adult education and job training programs. These agreements may be developed as a community effort that is signed by the individual programs or individual agreements signed by each program.

PLEASE NOTE:

- Agreements may be for one or two years.
- If collaboration agreements are completed on a community basis, all signatures for programs involved in the collaboration must be on a single agreement form.
- Agreements must clearly specify:
 - the individual responsibilities and duties of each agency as it relates to the school readiness families;
 - include the number of people to be served; and
 - a description of the services to be provided.
- Do not include agreements with consultants required by licensing.

****SAMPLE****

**INTERAGENCY COLLABORATION
LETTER OF AGREEMENT**

_____ would like to enter into a collaborative agreement with _____
(Proposing Agency Name) (Collaborating Agency Name)

for the following services for FY 2020.

Responsibilities of Proposing Agency:

(Describe the specific activity to be provided by proposing agency for this application)

Responsibilities of Collaborating Agency:

(Describe the specific activity to be provided by the collaborating agency for this application, the number of people to be served, and the location of the activity)

PROPOSING AGENCY

Name: _____

Title: _____

Address: _____

(Signature)

Date: _____

COLLABORATING AGENCY

Name: _____

Title: _____

Address: _____

(Signature)

Date: _____

ATTACHMENTS

- School Readiness Local Program Data Workbook
- School Readiness Local Program Budget Workbook
- Local School Readiness Application Scoring Packet

FISCAL YEAR 2019			
ED 114 BUDGET FORM			
GRANTEE NAME:	Norwalk School Readiness Quality Enhancement Grant		
GRANT TITLE:	School Readiness Quality Enhancement Grant	Grant Period:	7/1/2018 to 6/30/2019
Project Title	Priority SR Quality Enhancement	Total Award:	\$ 37,688.00
CODES	DESCRIPTIONS	ANNUAL	
111a	Non-Instructional (Administrative/Supervisor Salaries/Clerical/Other	\$	-
111b	Instructional	\$	5,600.00
200	Benefits	\$	-
320	Professional Education Services	\$	-
321	Tutors	\$	-
322	In-service	\$	20,472.00
323	Pupil Services	\$	1,000.00
324	Field Trips	\$	1,000.00
325	Parent Activities	\$	1,500.00
330	Employee Training and Development Services	\$	3,000.00
340	Other Professional Technical Services	\$	-
400	Purchased Property Services	\$	-
500	Other Purchased Services	\$	2,330.00
600	Supplies	\$	2,786.00
700	Property	\$	-
TOTAL		\$	37,688.00
		Original Date:	Revised Date:

2019-2020 Proposal	# FD/FY Spaces	# SD/SY Spaces	Total Cost
Carousel Preschool LLC	40	0	\$ 356,960.00
The Children's Playhouse Inc.	35	0	\$ 312,340.00
The Children's Playhouse, Too	31	0	\$ 276,644.00
Growing Seeds Child Development Center	35	0	\$ 312,340.00
L'il Critters Preschool	42	0	\$ 374,808.00
Catholic Charities Room to Grow Preschool	132	0	\$ 1,177,968.00
Stepping Stones Early Learning Lab School	10	0	\$ 89,240.00
Under One Roof/The Marvin Children's Center	40	0	\$ 356,960.00
Odyssey Learning Inc,	155	0	\$ 1,383,220.00
Norwalk Public Schools	0		
*ELLI @ Fox Run	0	20	\$ 120,000.00
*ELLI @ Jefferson		20	\$ 120,000.00
*ELLI @ Naramake	0	18	\$ 108,000.00
*ELLI @ Tracey	0	18	\$ 108,000.00
*Norwalk Early Childhood Center	0	20	\$ 120,000.00
Norwalk Community College Child Development Lab School	0	20	\$ 120,000.00
Total	520	116	\$ 5,336,480.00



CITY OF NORWALK
Wilber Giron, E.I.T.
Junior Engineer
wgiron@norwalkct.org

P: 203-854-7801 / F: 203-857-0143

Norwalk City Hall
125 East Avenue, P.O. Box 5125
Norwalk, CT 06856-5125

VII. c

MEMORANDUM

TO: Lisa Burns, P.E. – Principal Engineer
FROM: Wilber Giron, E.I.T. – Junior Engineer
CC: Drew Berndmaier, P.E. – Senior Engineer
Paul Sotnik, P.E. – Senior Engineer
Mario Pizighelli, E.I.T. – Junior Engineer
RE: Pavement Management and Consulting Services
DATE: February 27, 2019

The City of Norwalk received two (2) Qualification Statement packages from consulting firms for the above referenced project. Following a review of the submissions, the City's Consultant Selection Panel consisting of Drew Berndmaier, P.E., Paul Sotnik, P.E., Mario Pizighelli, E.I.T., and myself. The Panel conducted the interviews on February 22, 2019. Based upon the results of those interviews, the panel has recommended that VHB be offered a contract for Pavement Management and Consulting Services for the Project. Scope of services have been negotiated with them in which they will be compensated for work performed based on their proposed fee, for a sum not to exceed \$250,000.00.

Therefore, I would like to request that the following item be included on the agenda for the March 5, 2019 meeting of the Public Works Committee of the Common Council for approval.

- 1.) Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and Vanasse Hangen Brustlin, Inc. (VHB), for pavement engineering and consulting services in connection with the Pavement Management Program. The Agreement is to establish a three (3) year base period, with two (2) one-year options and an annual sum not to exceed \$250,000.00

Account No. 09 19 40210 5777 C0021

If you have any questions, please do not hesitate to contact me.

Scope and Fee Proposal

In response to your request for a fee proposal, VHB will provide pavement inspection, plant and field quality assurance, street evaluation and design services for a one (1) year period. The proposed fees will remain constant for the term beginning April 1, 2019. Fees (unless otherwise noted) include all overtime, holiday, travel time, mileage, testing, laboratory, equipment rental, postage, phone and miscellaneous direct expenses. For Norwalk's anticipated annual construction program, we offer the following annual fee schedule.

Task 1 - Roadway Quality Assurance:

- 1) Plant quality assurance testing.
Estimate is based on estimated the City's 2019 4R plus lump sum add alternatives
Estimate - 25,000 tons x \$1.85/ton = \$ 46,250.00
Estimate - 5,000 tons x \$3.50*/ton (*days with under 200 tons produced) = \$ 17,500.00
- 2) Pavement density determination by coring, per street (test strip of each pavement type, plus any streets that result in a penalty).
Estimate - 5 streets x \$1150.00/street = \$ 5,750.00
- 3) Field paving inspection and monitoring will be provided daily.
Estimate - 25,000 tons x \$1.95/ton = \$ 48,750.00
Estimate - 5,000 tons x \$3.75*/ton (*days with under 200 tons produced) = \$ 18,750.00

Task 2 - City Street Evaluations:

- 1) Pavement engineering specialist services to evaluate, develop most probable cause of deficiencies for selected local and arterial/collector roadways, offer pavement cross-sections and two (2) rehabilitation alternatives according to the AASHTO 1993 design manual, based on City provided ADI.
Estimate - 15,840 feet x \$2.55/foot = \$ 40,392.00
- 2) For short (less than 400 feet) and dead end local streets slated for base rehabilitation, by the City's pavement management program, may be evaluated for "interim repair solutions" by profile coring. A series of profile cores will be removed from the gutter-lines, center of each lane and roadway centerline to determine hot mix asphalt (HMA) thickness for "interim" milling/overlay.
Estimate - 20 street sections x \$450/section = \$ 9,000.00

Task 3 - Infrastructure Asset Management/GIS Services:

- 1) Administration and Support of the Pavement Management System (PMS) - VHB will provide up to 40 hours of support to assist in the administration, management and maintenance of the City's PMS. These services will include data entry of construction and resurfacing information that will take place under the City's 2019 4R Program, data verification of current and previously entered pavement condition data, updates to the PMS system configuration, and making edits to pavement segmentation and GIS linework at the City's request.

Under this task, VHB will also provide technical support services related to the City's RoadManagerGPMS™ software. Support topics may include installation and troubleshooting, integration of the PMS with other City systems, as well as assistance with the usage of all features of the program. These services may be provided via phone, email, or on-site visits. This task will include an annual work session at the City's offices to update the City's Master Paving Spreadsheet.

Estimate Administration = \$ 6,200.00
(Plus \$750 Direct Expenses) \$ 750.00

- 2) Partial Network Pavement Condition Data Resurvey - VHB will update 25% of the pavement surface condition ratings from the City's 266 miles using the RoadManager rating methodology by a visual walking/driving method. The distress survey will be conducted on those 66 miles of street segments having survey dates prior to 2018 or other requisite condition as requested by the City.

Resurvey Estimate -- 66 miles x \$250/mile = \$ 16,500.00

- 3) Budgeting and Reporting - VHB will provide an executive summary report of findings including the current condition status, historic trends in pavement condition, budgeting scenario results and recommendations for the maintenance and rehabilitation of the City's pavement infrastructure.
Estimate -- = \$ 6,000.00

Task4 – Consultation and Related Expert Services:

- 1) VHB, when requested, shall furnish services of a qualified consultant staff professional specialist to provide engineering studies, make public presentations, design & monitor HMA pavements, develop HMA materials and specifications, Superpave design & testing, liquid binder quality, budget projections and possibly update the City's utility street cut ordinance, rules and regulations (as per attached VTIB 2019 Testing Services Schedule).
Estimate UPSET JIMTF - Consultation & Related Expert Services = \$ 25,108.00

Summary of fees for a one (1) year period:

2019 – 2020 Fiscal Year

Task 1 - Roadway Quality Assurance:	\$ 137,000.00
Task 2 - City Street Evaluations:	\$ 49,392.00
Task 3 - Infrastructure Asset Management Services:	\$ 29,450.00
Task 4 – Consultation and Related Expert Services:	<u>\$ 25,108.00</u>
2019 - 2020 Fiscal Year	<u>\$ 240,950.00</u>

We are pleased to offer the above paving and inspection, project level evaluations, roadway system management, computer support and related expert services for an estimated one (1) year fee of \$ 240,950.00.

VHB 2019 Testing and Services Schedule

Laboratory Testing

A. Hot Mix Asphalt (HMA)

1. Aggregates
 - Sieve Analysis (AASHTO T27) \$110.00 Sample (note 5)
 - Washed Sieve Analysis (AASHTO T27 & T11) \$160.00 Sample (note 5)
 - Mechanical Analysis of Extracted Aggregates (T30) \$160.00 Sample (note 5)
 - Unit Weight (ASTM C29) \$45.00 Sample (note 5)
 - Specific Gravity (ASTM C127) \$105.00 Sample (note 5)
 - Specific Gravity (ASTM C128) \$200.00 Sample (note 5)
 - L.A. Abrasion (ASTM C131) \$200.00 Sample (note 5)
 - Soundness (ASTM C88) \$300.00 Sample (note 5)
 - Thin and Elongated Pieces (ASTM D4719) \$75.00 Sample (note 5)
 - Sand Equivalent (ASTM D2419) \$95.00 Sample (note 5)
 - Coarse Aggregate Angularity \$95.00 Sample (note 5)
 - Fine Aggregate Angularity \$100.00 Sample (note 5)
2. Tensile Strength Ratio (ASTM D4867/AASHTO T283)
(Moisture Susceptibility) \$950.00 Mix (note 7)
3. Extraction Test No Additives \$135.00 Sample (note 5)
(ASTM D2172, C136)
4. Extraction Test with Additives \$145.00 Sample (note 5)
5. Bulk Specific Gravity - Dense Graded (ASTM D2726) \$40.00 Sample (note 5)
6. Bulk Specific Gravity - Open Graded \$50.00 Sample (note 5)
(ASTM D1188, ASTM D6752, AASHTO T331)
7. Bulk Specific Gravity - Open Graded \$60.00 Sample (note 5)
(AASHTO T331M)
8. Core Thickness \$40.00 Sample (note 5)
(ASTM D3549)
9. Trimming of Bituminous Cores \$20.00 Sample (note 5)
10. Maximum Theoretical Density \$120.00 Sample (note 5)
(ASTM D2041)
11. Asphalt Recovery (ABSON Method) \$450.00 Sample (note 5)
(ASTM D1856)

B. Liquid Asphalt Testing

1. Asphalt Cement
 - Penetration \$100.00 (note 5)
 - Ductility \$210.00 (note 5)
 - Viscosity (Absolute, Kinematic or Rotational) \$155.00 (note 5)
 - Softening point \$75.00 (note 5)
 - Specific Gravity \$90.00 (note 5)
 - Flash Point \$85.00 (note 5)
 - Complete PG Binder Analysis \$1100.00 (note 2)

-	Rolling Thin Film Oven Test	\$120.00 (note 5)
-	SHRP Dynamic Shear	\$480.00 (note 3)
-	SHRP Bending Beam	\$400.00
-	SHRP Pressure Aging Vessel	\$300.00
2.	<u>Emulsified Asphalt</u>	
-	Distillation	\$150.00 (note 5)
-	Demulsibility	\$95.00 (note 5)
-	Sieve Test (AASHTO T59)	\$85.00 (note 5)
-	Sand or Stone Coating	\$95.00 (note 5)
3.	<u>Cutback Asphalt</u>	
-	AASHTO M82 (Excluding Flash Point)	\$1750.00 (note 5)
C.	<u>Soils</u>	
1.	Washed Sieve Analysis (AASHTO T27 & T11)	\$160.00 Sample (note 5)
2.	Atterberg Limits (LL/PI) (ASTM D4318)	\$130.00 Sample (note 5)
3.	Classifications of Soils (ASTM D2487)	\$45.00 Sample (note 5)
4.	Proctor Density (ASTM D1557, D698)	\$335.00 Sample (note 5)
5.	Permeability (Falling Head)	\$160.00 Sample (note 5)
D.	<u>Portland Cement Concrete</u>	
1.	<u>Aggregates</u>	
-	Sieve Analysis (AASHTO T27)	\$110.00 Sample (note 5)
-	Washed Sieve Analysis (AASHTO T27 & T11)	\$160.00 Sample (note 5)
-	Unit Weight (AASHTO T19)	\$45.00 Sample (note 5)
-	Specific Gravity (AASHTO T85)	\$105.00 Sample (note 5)
-	Specific Gravity (AASHTO T84)	\$200.00 Sample (note 5)
-	1. A. Abrasion (AASHTO T96)	\$200.00 Sample (note 5)
-	Soundness (AASHTO T104)	\$300.00 Sample (note 5)
-	Organic Impurities (AASHTO T21)	\$80.00 Sample (note 5)
-	Clay Lumps and Friable Particles (AASHTO T112)	\$85.00 Sample (note 5)
-	Lightweight Pieces (AASHTO T22)	\$105.00 Sample (note 5)
2.	Concrete Test Cylinders (ASTM C31, C39)	
	6" x 12"	\$30.00 Cyl.
	4" x 8"	\$28.00 Cyl.
3.	Concrete Core Testing (ASTM C42)	
-	Preparation and Testing, 2" - 6" diameter	\$75.00 Core (note 5)
-	Trimming of Cores	\$20.00 Sample (note 5)

Field Inspection and Consultation Services

A. Hot Mix Asphalt

- | | |
|---|------------------------------|
| 1. Specialist's Consulting Services by
Principal Professional Engineer | \$205.00/hr. (note 6) |
| 2. Specialist's Technical Services by
Project Manager/Project Engineer | \$155.00/hr. (note 6) |
| 3. Specialist's Testing Services | \$88.00/hr. (notes 5, 6 & 8) |
| 4. Compaction Testing Inspector with Density Gauge | \$95.00/hr. (notes 5, 6 & 8) |
| 5. Coring Crew, Truck, Generator & Coring Rig
(4" - 6" diameter cores) | \$850.00/diem (notes 5 & 6) |
| 6. Equipment Expense for Generator & Core Rig | \$200.00/day |
| 7. Equipment Expense for Jack Hammer, Hoses & Pump | \$325.00/day |

B. Asset Management/Software Support Services

- | | |
|--|----------------------------|
| 1. Specialist's Technical Services by
Project Manager/Professional Engineer | \$155.00/hr. (note 6) |
| 2. Software Support Programming Services | \$150.00/hr. (notes 5 & 6) |
| 3. GIS Data Development Support Services | \$95.00/hr. (notes 5 & 6) |

C. Soils

- | | |
|--|---------------------------|
| 1. Experienced Soils Inspector for Control
Operations and Field Compaction
Density Tests with the Nuclear Gauge. | \$95.00/hr. (notes 5 & 6) |
|--|---------------------------|

D. Concrete

- | | |
|--|-------------------------------|
| 1. Experienced ACI Concrete Field Inspector
Cylinder fabrication, air, slump, temp. testing | \$88.00/hr. (notes 5, 6 & 8) |
| 2. Experienced Concrete Batch Plant Inspector | \$135.00/hr. (notes 5, 6 & 8) |

E. Sample Transportation

- | | |
|--|---------------------------|
| 1. For aggregate sampling, transportation of cubes, cylinders
beams or other samples. Mileage to be added as direct expense | \$85.00/hr. (notes 5 & 6) |
|--|---------------------------|

F. Labor

- | | |
|-------------------------------------|----------------------------|
| 1. Professional Registered Engineer | \$205.00/hr. (notes 5 & 6) |
| 2. Project Manager | \$155.00/hr. (notes 5 & 6) |
| 3. Operations Manager | \$115.00/hr. (notes 5 & 6) |
| 4. Contract Administrator | \$70.00/hr. (notes 5 & 6) |

NOTES:

- 2) includes specific gravity @ 60°/77°, API gravity and smoke point;
- 3) includes test on the original asphalt, after RTFO and after PAV aging;
- 5) Overtime Rates:

Over eight hours per day & night work (6 pm-6 am)	1.5 x Rate
Saturdays, Sundays and Holidays	1.5 x Rate
Same day laboratory services	1.5 x Fee
Next day laboratory services	1.5 x Fee
- 6) Plus \$0.65 per mile calculated using the mileage stated in the Public Utilities Commission "OFFICIAL MILEAGE" booklet.
- 7) When included as part of the mix design development. Additional sample preparation fees will apply to testing for non-VIIB developed mix designs or mix designs requiring additional aggregate preparation or changes in aggregate properties.
- 8) For all VIIB field services, a project management/engineering review charge will be billed for all reports issued for the scheduling/supervision of field personnel and the evaluation/review of data and reports at the quoted project manager rate times 0.15 times field staff time.



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION



2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546

Phone:

February 13, 2019

The Honorable Harry Rilling
Mayor
City of Norwalk
125 East Avenue
Norwalk, Connecticut 06856

Dear Mayor Rilling:

Subject: Project Authorization Letter
Traffic Signal Upgrade – Phase 3
State Project No. 102-347
Federal-Aid Project No. 000R(777)
Master Agreement No. 11.29-02-12
CORE ID No. 13DOT0237AA
City of Norwalk

On May 2, 2013, the State of Connecticut Department of Transportation (DOT) and the City of Norwalk (Municipality) entered into the Master Municipal Agreement for Construction Projects (Master Agreement) noted above. This Project Authorization Letter (PAL) is issued pursuant to the Master Agreement. The capitalized terms used in this PAL are the same as those used in the Master Agreement.

The Municipality is responsible for the Administration of the Construction Project.

The Construction Project consists of traffic signal upgrades at eight (8) intersections in the city of Norwalk. The proposed improvements include installation of new and/or the upgrade of existing traffic control signal equipment, fiber optic communications for signal interconnects, video detection, system integration, emergency pre-emption, and ADA compliant ramps.

Funding for the Construction Project is provided under the Congestion Mitigation and Air Quality Improvement Program (CMAQ) with one hundred percent (100%) Federal funds. Funding is also provided under the Surface Transportation Program - Anywhere (STPA) with eighty percent (80%) Federal and twenty percent (20%) Municipal funds. Payment will be on a reimbursement basis. The maximum reimbursement to the Municipality under this PAL is Two Million Eight Hundred Eight Thousand Four Dollars (\$2,808,004). In addition, any reimbursement for actual expenditures will be in accordance with the terms of the Master Agreement. Costs contained in this PAL shall not be exceeded without first obtaining written permission from the DOT. Enclosed is an estimated engineering cost break down for Construction Project activities. A Demand Deposit in the amount of zero dollars (\$0) is due to the DOT.

The Municipality is responsible for the proper maintenance and operation of all the Municipality's facilities constructed as part of this Construction Project, upon completion of the project, to the satisfaction of the DOT and Federal Highway Administration.

February 13, 2019

This Construction Project has been assigned a DBI goal of nine percent (9%) for construction and a goal of zero percent (0%) for Consultant Inspection Activities. The Municipality shall comply with the requirements pertaining to the goal, as stipulated in the Master Agreement.

The issuance of the PAL itself is not an authorization for the Municipality to begin performing work with respect to the Construction Project. The Municipality may advance or begin work on the Construction Project only after an Authorization to Award Notice has been received from the DOT.

Please indicate your concurrence with the PAL by signing below on or before March 13, 2019 and returning a copy to the Project Manager listed below at the letterhead address. You may submit the Written Acknowledgement of the PAL to the DOT Project Manager in hard copy, or by facsimile, or electronic transmission. The Master Agreement and the PAL will be incorporated into one another in their entirety and contain the legal and binding obligations of the Municipality with respect to the Construction Project.

If you have any questions, please contact the Project Manager, Mr. Nilesh Patel, at (860) 594-3411.

Very truly yours,

 Scott Hill, P.E.
2019.02.13
13:48:46-EST

Scott A. Hill, P.E.
Engineering Administrator
Bureau of Engineering and Construction

Enclosures

MUNICIPALITY'S ACKNOWLEDGEMENT OF PAL

Concurred By: _____

The Honorable Harry Rilling
Mayor
City of Norwalk

Date: _____

PAL ENCLOSURE
STATE PROJECT NO. 102-347
FEDERAL PROJECT NO. 000R(777)
ESTIMATED CONSTRUCTION COSTS

PARTICIPATING CMAQ (Federal - 100%)

A. Contract Items and Contingencies	\$ 2,396,884
B. Incidentals to Construction – Municipal Services	\$ 0
C. Total Construction Cost – Municipal (A+B)	\$ 2,396,884
D. Incidentals to Construction – DOT Administrative Oversight	\$ 180,300
E. Incidentals to Construction – DOT Audits & Record Examiners	\$ 4,000
F. Incidentals to Construction – DOT Material Testing	\$ 72,100
G. Total Incidentals to Construction – DOT (D+E+F)	\$ 256,400
H. Utility Work by Others (State's cost share at 50%)	\$ 96,716
I. Total Participating Construction Cost (C+G+H)	\$ 2,750,000

PARTICIPATING STPA (Federal – 80%, Municipal – 20%)

J. Contract Items and Contingencies	\$ 513,900
-------------------------------------	------------

NON -PARTICIPATING (Municipal – 100%)
eligible but over the cap

K. Contract Items and Contingencies	\$ 1,069,716
-------------------------------------	--------------

SUMMARY

L. Total Construction Cost of Project ((I+J+K)	\$ 4,333,616
M. Federal Proportionate Share of the Total Construction Cost (100% of I + 80% of J)	\$ 3,161,120
N. Municipal Proportionate Share of the Total Construction Cost (20% of J + 100% of K)	\$ 1,172,496
O. Maximum Amount of Reimbursement to the Municipality (100% of C – 80% of J)	\$ 2,808,004



MEMORANDUM

TO: Elisabeth Burns, P.E. – Acting Co-Director of Public Works

FROM: Drew Berndlmaier, P.E. – Senior Engineer

CC: Vanessa Valadares, P.E. – Acting Assistant Principal Engineer
Paul Sotnik, P.E. – Senior Civil Engineer
Tom Little, EIT – Permit Engineer

REF: Public Works Committee Agenda Item – Inspection Services

DATE: February 28, 2019

I would like to request that the following items be included on the agenda for the March 5, 2019 Public Works Committee meeting.

AUTHORIZATION:

1. Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and Tighe and Bond, Inc., to provide Construction Observation Services at both the Mall (GGP Escrow) and miscellaneous DPW Capital Projects, for an amount not to exceed \$201,100.00.

Account Nos. 100002365

09 18 040 4021 5777 C0021
09 19 040 4021 5777 C0021
09 20 040 4021 5777 C0021
09 19 040 4021 5777 C0318
09 13 040 4062 5777 C0361
09 14 040 4062 5777 C0361
09 15 040 4062 5777 C0361
09 17 040 4062 5777 C0361
09 18 040 4062 5777 C0361
09 19 040 4062 5777 C0361
09 15 040 4027 5777 C0440
09 17 040 4027 5777 C0440
09 18 040 4027 5777 C0440
09 13 040 4027 5777 C0425
09 16 040 4027 5777 C0425
09 19 040 4027 5777 C0425
09 13 040 4031 5777 C0514

This is for inspection services at both the Mall (GGP Escrow) and on general DPW Capital Projects.

The Public Works Department is still short a Junior Engineer and Chief position, which has created a work backlog in the Department. It is also currently unknown whether some traffic personnel will be allocated to other work, during some signal/traffic projects. Lastly, the DPW is administrating an unprecedented amount of capital projects this season.

Because the availability of inspection staff is currently unclear, from April 1, 2019 to June 30, 2019, DPW feels the need to propose a conduit through which field inspection personnel may be supplied. The DPW has one existing contract with Tighe & Bond, for similar services and reasoning, but on the paving contract alone. This agreement is to cover other inspections on any number of capital projects, whose accounts are listed above. I have included the attached proposal from Tighe & Bond dated March 1, 2019.

23-0814-0-P010
March 1, 2019

Mr. Drew Berndlmaier
Senior Engineer
City of Norwalk
Department of Public Works
125 East Avenue
Norwalk, Connecticut 06856

**Re: SoNo Collection Infrastructure Improvements & Norwalk Capital Projects
Proposal for Construction Observation Services**

Dear Drew:

Tighe & Bond is pleased to present this proposal for construction observation services for the SoNo Collection Infrastructure Improvements and miscellaneous Norwalk DPW Capital Projects.

It is our understanding that the developer of the SoNo Collection mall will be constructing infrastructure improvements in conjunction with the mall development. The proposed infrastructure improvements include new curbing, sidewalks, traffic signals, storm and sanitary sewer connections, crosswalks, milling and paving on City streets surrounding the proposed project. In addition, the Norwalk DPW has a need for construction observation on miscellaneous Capital Projects from April 1, 2019 through June 30, 2019.

We have assumed that the construction observation will be provided on the SoNo Collection project on a full-time basis from April 1, 2019, through September 30, 2019. It is our understanding that much of the initial work will be performed during standard working hours, but some activities such as crosswalks, milling and paving will be completed as night work. We have assumed that the construction observer would work either a day shift or a night shift during each 24-hour period and would not be required to cover back to back shifts.

We have assumed a total of 1,080 hours of Construction Observation services for the SoNo Collection project. Based on staff availability, we anticipate that we will provide a Staff Engineer for roughly the first half of this assignment and a Construction Observer for roughly the second half of this assignment. This proposal assumes that the City of Norwalk DPW will provide Construction Administration services for the project and coordinate operations with the Contractor. We have included a minor allowance of 20 hours for office engineering support by Tighe & Bond if required.

We have assumed that the construction observation for the Norwalk DPW Capital Projects will be provided on a full-time basis from April 1, 2019, through June 30, 2019. We have assumed a total of 520 hours of Construction Observation services for the Norwalk DPW Capital Projects. Based on staff availability, we anticipate that we will provide a Staff Engineer for this assignment. This proposal assumes that the City of Norwalk DPW will provide Construction Administration services for the project and coordinate operations with the Contractor. We have included a minor allowance of 20 hours for office engineering support by Tighe & Bond if required.

Scope of Work – SoNo Collection Infrastructure Improvements

We propose the following scope of services for the SoNo Collection Infrastructure Improvements:

1. Provide full time on-site observation during periods of active construction. Observe the construction to verify conformance with the plans approved by the City of Norwalk. Notify the City of Norwalk regarding observed deficiencies in the work.
2. Prepare daily observation reports covering the work in progress, and documenting delays to construction, unusual events, visitors to the work site, etc. Provide coordination of the construction activity with the City and advise the primary contact at the Norwalk DPW of the status of construction activity.
3. Provide limited office engineering support for the Construction Observer during the duration of Construction and project closeout. We have included an allowance of 20 hours for these services should they be required. We assume Construction Administration tasks, including review of shop drawings and other submittals, responses to Requests for Information (RFI's) and processing of requisitions and change orders will be performed by the City of Norwalk (or others) and are not included. Tighe & Bond will coordinate with the primary contact at the City to provide clarification and field support of the contract documents when required.
4. Provide observation of the performance of outside testing and laboratory services. We have assumed that the project developer will contract directly with a materials testing laboratory for these services and will schedule the testing when needed. Tighe & Bond will witness material testing and review any reports provided to verify conformance with the approved plans and specifications.
5. Participate in a final review of the completed construction with Norwalk DPW staff and prepare a punchlist of corrective actions required.

Scope of Work – Norwalk DPW Capital Projects

We propose the following scope of services for Norwalk DPW Capital Projects:

1. Provide full time on-site observation during periods of active construction. Observe the construction to verify conformance with the plans approved by the City of Norwalk. Notify the City of Norwalk regarding observed deficiencies in the work.
2. Prepare daily observation reports covering the work in progress, and documenting delays to construction, unusual events, visitors to the work site, etc. Provide coordination of the construction activity with the City and advise the primary contact at the Norwalk DPW of the status of construction activity.
3. Provide measurement, computation, or checking of quantities of work performed and quantities of materials in place for partial and final payments to the Contractor(s).
4. Provide limited office engineering support for the Construction Observer during the duration of Construction and project closeout. We have included an allowance of 20 hours for these services should they be required. We assume Construction

Administration tasks, including review of shop drawings and other submittals, responses to Requests for Information (RFI's) and processing of requisitions and change orders will be performed by the City of Norwalk (or others) and are not included. Tighe & Bond will coordinate with the primary contact at the City to provide clarification and field support of the contract documents when required.

5. Provide coordination of outside testing and laboratory services. We have assumed that the City of Norwalk will contract directly with a materials testing laboratory for these services. Tighe & Bond will arrange for and witness material testing to verify conformance with the approved plans and specifications.
6. Participate in a final review of the completed construction with Norwalk DPW staff and prepare a punchlist of corrective actions required.

Assumptions and Exclusions

1. We have assumed that the construction observation services for the SoNo Collection Infrastructure Improvements will be provided for a maximum of 1,080 hours (approximately 135 work days). Should additional construction observation services be required, an amendment can be provided for additional services. We have assumed a Staff Engineer will be on site for roughly the first half of the assignment and a Construction Observer will be on site for roughly the second half of the assignment.
2. We have assumed that the construction observation services for the Norwalk DPW Capital Projects will be provided for a maximum of 520 hours (approximately 65 work days). Should additional construction observation services be required, an amendment can be provided for additional services. We have assumed a Staff Engineer will be on site for this assignment.
3. Field survey services, including preparation of an as-built survey, are not included.
4. We have assumed the materials testing laboratory will be contracted and scheduled directly by the project developer for the SoNo Collection project and by the Norwalk DPW for Capital Projects. Field and laboratory material testing costs are not included.
5. Review or processing of requisitions and change orders is excluded.
6. It is our understanding that work for the SoNo Collection project is not being performed on a unit cost basis. Services do not include measurement, computation or checking of quantities of work performed for payment.
7. All services not specifically identified in the scope of work are excluded.
8. Tighe & Bond's on-site observers will observe/view the Contractor's services for noticeable deficiencies from the contract documents, assist in design interpretation, and confirm the construction is in general conformity with the contract documents. We are on-site for the City of Norwalk's benefit and will notify the City of Norwalk of deficiencies in order for the City of Norwalk to determine if stopping the Contractor's services are appropriate and in the best interest of the Project performance. The means and methods the Contractor should use to accomplish the design element/component of the specifications will be determined by the Contractor, who will also be responsible for compliance with laws, rules, and regulations, as well as, the overall supervision of the site health and safety.

Fee

Tighe & Bond will perform the scope of work noted above for a not to exceed fee of \$201,100 as detailed below. We will undertake this work on an hourly plus expense basis and you will be billed in accordance with the rates in the summary below. Reimbursable expenses performed by other than Tighe & Bond employees, such as subcontractors, materials purchased directly for this project, and permitting fees will be invoiced at cost plus ten percent.

In the event that the scope of work is increased for any reason, the limiting fee to complete the work shall be mutually revised by written amendment. Our attached Terms and Conditions are part of this letter agreement.

For information purposes, the below summary provides the anticipated break out of the project. The summary is presented to give the City of Norwalk a better understanding of how the project budget was developed. Invoices will be submitted based on the total project fee and not individual line item budgets.

SoNo Collection Infrastructure Improvements:

Description	Estimate of Professional Hours	Hourly Rate	Estimated Fee
Staff Engineer 2	540	\$110	\$59,400
Construction Observer 3	540	\$135	\$72,900
Office Engineering Support	20	\$165	\$3,300
Reimbursables (Mileage & Phone)			\$3,000
Total			\$138,600

Norwalk DPW Capital Projects:

Description	Estimate of Professional Hours	Hourly Rate	Estimated Fee
Staff Engineer 2	520	\$110	\$57,200
Office Engineering Support	20	\$165	\$3,300
Reimbursables (Mileage & Phone)			\$2,000
Total			\$62,500

Authorization

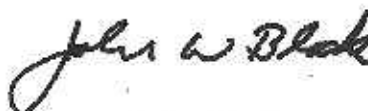
We are prepared to provide the services outlined above on the basis of your execution of the acceptance statement on a copy of this letter to indicate your approval of the scope of work, budget, and method of payment described above. Please contact John Block at 203-712-1111 or Jon Richer at 203-712-1117 with any questions.

Sincerely,

TIGHE & BOND, INC.



Jonathan A. Richer, PE
Senior Project Manager



John W. Block, PE, LS
Senior Vice President

Acceptance:

On behalf of the City of Norwalk, the scope, fee, and terms of this proposal are hereby accepted.

Authorized Representative

Date

Enclosure: Terms & Conditions

J:\Y\NORWALK LPP\10 GGP Design\10 Observation\Proposal\Final\Sono Collection & Capital Projects - Proposal for Construction Services 2019_BS 04.docx

"CLIENT" is defined in the acceptance line of the accompanying proposal letter or the name the proposal is issued to; Tighe & Bond, Inc. is hereby referenced as "ENGINEER".

1. SCHEDULE OF PAYMENTS

1.1 Invoices will generally be submitted once a month for services performed during the previous month. Payment will be due within 30 days of invoice date. Monthly payments to ENGINEER shall be made on the basis of invoices submitted by ENGINEER and approved by CLIENT. If requested by CLIENT, monthly invoices may be supplemented with such supporting data as reasonably requested to substantiate them.

1.2 In the event of a disagreement as to billing, the CLIENT shall pay the agreed portion.

1.3 Interest will be added to accounts in arrears at the rate of one and one-half (1.5) percent per month (18 percent per annum) or the maximum rate allowed by law, whichever is less, of the outstanding balance. In the event counsel is retained to obtain payment of an outstanding balance, CLIENT will reimburse ENGINEER for all reasonable attorney's fees and court costs.

1.4 If CLIENT fails to make payment in full within 30 days of the date due for any undisputed billing, ENGINEER may, after giving seven days' written notice to CLIENT, suspend services and retain work product until paid in full, including interest. In the event of suspension of services, ENGINEER will have no liability to CLIENT for delays or damages caused by such suspension.

2. SUCCESSORS AND ASSIGNS

2.1 CLIENT and ENGINEER each binds itself, its partners, successors, assigns and legal representatives to the other parties to this Agreement and to the partners, successors, assigns and legal representatives of such other parties with respect to all covenants of this Agreement. ENGINEER shall not assign, sublet or transfer its interest in this Agreement without the written consent of CLIENT, which consent shall not be unreasonably withheld.

2.2 This Agreement represents the entire and integrated Agreement between CLIENT and ENGINEER and supersedes all prior negotiations, representations or Agreements, whether written or oral. This Agreement may be amended only by written instrument signed by both CLIENT and ENGINEER.

2.3 Nothing contained in this Agreement shall create a contractual relationship or cause of action in favor of a third party against CLIENT or against ENGINEER.

3. STANDARD OF CARE

3.1 In performing professional services, ENGINEER will use that degree of care and skill ordinarily exercised under similar circumstances by members of the profession practicing in the same or similar locality.

4. TERMINATION

4.1 This Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In addition, CLIENT may terminate this Agreement for its convenience at any time by giving written notice to ENGINEER. In the event of any termination, CLIENT will pay ENGINEER for all services rendered and reimbursable expenses incurred under the Agreement to the date of termination and all services and expenses related to the orderly termination of this Agreement.

5. RECORD RETENTION

5.1 ENGINEER will retain pertinent records relating to the services performed for the time required by law, during which period the records will be made available upon reasonable request and upon reimbursement for any applicable retrieval/copying charges.

5.2 Samples - All soil, rock and water samples will be discarded 30 days after submission of ENGINEER's report, unless mutually agreed otherwise or unless ENGINEER's customary practice is to retain for a longer period of time for the specific type of services which ENGINEER has agreed to perform. Upon request and mutual agreement regarding applicable charges, ENGINEER will ship, deliver and/or store samples for CLIENT.

6. OWNERSHIP OF DOCUMENTS

6.1 All reports, drawings, specifications, computer files, field data, notes, and other documents, whether in paper or electronic format or otherwise ("documents"), are instruments of service and shall remain the property of ENGINEER, which shall retain all common law, statutory and other reserved rights including, without limitation, the copyright thereto. CLIENT's payment to ENGINEER of the compensation set forth in the Agreement shall be a condition precedent to the CLIENT's right to use documents prepared by ENGINEER.

6.2 Documents provided by ENGINEER are not intended or represented to be suitable for reuse by CLIENT or others on any extension or modification of this project or for any other projects or sites. Documents provided by ENGINEER on this project shall not, in whole or in part, be disseminated or conveyed to any other party, nor used by any other party, other than regulatory agencies, without the prior written consent of ENGINEER. Reuse of documents by CLIENT or others on extensions or modifications of this project or on other sites or use by others on this project, without ENGINEER's written permission and mutual agreement as to scope of use and as to compensation, if applicable, shall be at the user's sole risk, without liability on ENGINEER's part, and CLIENT agrees to indemnify and hold ENGINEER harmless from all claims, damages, and expenses, including attorney's fees, arising out of such unauthorized use or reuse.

6.3 Electronic Documents - ENGINEER cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format. If ENGINEER provides documents in electronic format for CLIENT's convenience, CLIENT agrees to waive any and all claims against ENGINEER resulting in any way from the unauthorized use, alteration, misuse or reuse of the electronic documents, and to defend, indemnify, and hold ENGINEER harmless from any claims, losses, damages, or costs, including attorney's fees, arising out of the unauthorized use, alteration, misuse or reuse of any electronic documents provided to CLIENT.

6.4 Electronic Data Bases - In the event that ENGINEER prepares electronic data bases, geographical information system (GIS) deliverables, or similar electronic documents, it is acknowledged by CLIENT and ENGINEER that such project deliverables will be used and perhaps modified by CLIENT and that ENGINEER's obligations are limited to the deliverables and not to any subsequent modifications thereof. Once CLIENT accepts the delivery of maps, databases, or similar documents developed by ENGINEER, ownership is passed to CLIENT. ENGINEER will retain the right to use the developed data and will archive the data for a period of three years from the date of project completion.

7. INSURANCE

7.1 ENGINEER will retain Workmen's Compensation Insurance, Professional Liability Insurance with respect to liabilities arising from negligent errors and omissions, Commercial General Liability Insurance, Excess Liability, and Automobile Liability during this project. ENGINEER will furnish certificates at CLIENT's request.

7.2 Risk Allocation - For any claim, loss, damage, or liability resulting from error, omission, or other professional negligence in the performance of services, the liability of ENGINEER to all claimants with respect to this project will be limited to an aggregate sum not to exceed \$50,000 or ENGINEER's compensation for consulting services, whichever is greater.

7.3 Damages - Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor ENGINEER, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of certain damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that may be incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both CLIENT and ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

8. INDEMNIFICATION AND DISPUTE RESOLUTION

8.1 ENGINEER agrees, to the fullest extent permitted by law, to indemnify and hold CLIENT harmless from any damage, liability or cost to the extent caused by ENGINEER's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom ENGINEER is legally liable. ENGINEER is not obligated to indemnify CLIENT in any manner whatsoever for CLIENT's own negligence.

8.2 CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold ENGINEER harmless from any damage, liability or cost to the extent caused by CLIENT's negligent acts, errors or omissions in the performance of this Agreement or anyone for whom CLIENT is legally liable. CLIENT is not obligated to indemnify ENGINEER in any manner whatsoever for ENGINEER's own negligence.

8.3 CLIENT agrees that any and all limitations of ENGINEER's liability, waivers of damages by CLIENT to ENGINEER shall include and extend to those individuals and entities ENGINEER retains for performance of the services under this Agreement, including but not limited to ENGINEER's officers, partners, and employees and their heirs and assigns, as well as ENGINEER's subconsultants and their officers, employees, and heirs and assigns.

8.4 In the event of a disagreement arising out of or relating to this Agreement or the services provided hereunder, CLIENT and ENGINEER agree to attempt to resolve any such disagreement through direct negotiations between senior, authorized representatives of each party. If any disagreement is not resolved by such direct negotiations, CLIENT and ENGINEER further agree to consider using mutually acceptable non-binding mediation service in order to resolve any disagreement without litigation.

9. SITE ACCESS

9.1 Right of Entry - Unless otherwise agreed, CLIENT will furnish right-of-entry on the land for ENGINEER to make any surveys, borings, explorations, tests or similar field investigations. ENGINEER will take reasonable precautions to limit damage to the land from use of equipment, but the cost for restoration of any damage that may result from such field investigations is not included in the agreed compensation for ENGINEER. If restoration of the land is required to its former condition, upon mutual agreement this may be accomplished as a reimbursable additional service at cost plus ten percent.

9.2 Damage to Underground Structures - Reasonable care will be exercised in locating underground structures in the vicinity of proposed subsurface explorations. This may include contact with the local agency coordinating subsurface utility information and/or a review of plans provided by CLIENT or CLIENT representatives for the site to be investigated. ENGINEER shall be entitled to rely upon any information or plans prepared or made available by others. In the absence of confirmed underground structure locations, CLIENT agrees to accept the risk of damage and costs associated with repair and restoration of damage resulting from the exploration work.

10. OIL AND HAZARDOUS MATERIALS

10.1 If, at any time, evidence of the existence or possible existence of asbestos, oil, or other hazardous materials or substances is discovered, ENGINEER reserves the right to renegotiate the terms and conditions of this Agreement, the fees for ENGINEER's services and ENGINEER's continued involvement in the project. ENGINEER will notify CLIENT as soon as practical if evidence of the existence or possible existence of such hazardous materials or substances is discovered.

10.2 The discovery of the existence or possible existence of hazardous materials or substances may make it necessary for ENGINEER to take accelerated action to protect human health and safety, and/or the environment. CLIENT agrees to compensate ENGINEER for the cost of any and all measures that in its professional opinion are appropriate to preserve and/or protect the health and safety of the public, the environment, and/or ENGINEER's personnel. To the full extent permitted by law, CLIENT waives any claims against ENGINEER and agrees to indemnify, defend and hold harmless ENGINEER from any and all claims, losses, damages, liability, and costs, including but not limited to cost of defense, arising out of or in any way connected with the existence or possible existence of such hazardous materials substances at the site.

11. SUBSURFACE INVESTIGATIONS

11.1 In soils, groundwater, and other subsurface investigations, conditions may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the variability of conditions and the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that may affect overall project costs and/or execution. These variable conditions and related impacts on cost and project execution are not the responsibility of ENGINEER.

12. FEDERAL AND STATE REGULATORY AGENCY AUDITS

12.1 For certain services rendered by ENGINEER, documents filed with federal and state regulatory agencies may be audited after the date of filing. In the event that CLIENT's project is selected for an audit, CLIENT agrees to compensate ENGINEER for time spent preparing for and complying with an

agency request for information or interviews in conjunction with such audit. CLIENT will be notified at the time of any such request by an agency, and ENGINEER will invoice CLIENT based on its standard billing rates in effect at the time of the audit.

13. CLIENT'S RESPONSIBILITIES

13.1 Unless otherwise stated in the Agreement, CLIENT will obtain, arrange, and pay for all notices, permits, and licenses required by local, state, or federal authorities; and CLIENT will make available the land, easements, rights-of-way, and access necessary for ENGINEER's services or project implementation.

13.2 CLIENT will examine ENGINEER's studies, reports, sketches, drawings, specifications, proposals, and other documents and communicate promptly to ENGINEER in the event of disagreement regarding the contents of any of the foregoing. CLIENT, at its own cost, will obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as CLIENT deems appropriate; and render in writing decisions required by CLIENT in a timely manner.

14. OPINIONS OF COST, FINANCIAL ANALYSES, ECONOMIC FEASIBILITY PROJECTIONS, AND SCHEDULES

14.1 ENGINEER has no control over cost or price of labor and materials required to implement CLIENT's project, unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs, competitive bidding procedures and market conditions, time or quality of performance by operating personnel or third parties, and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, ENGINEER makes no warranty, expressed or implied, that CLIENT's actual project costs, financial aspects, economic feasibility, or schedules will not vary from any opinions, analyses, projections, or estimates which may be provided by ENGINEER. If CLIENT wishes additional information as to any element of project cost, feasibility, or schedule, CLIENT at its own cost will employ an independent cost estimator, contractor, or other appropriate advisor.

15. CONSTRUCTION PHASE PROVISIONS

The following provisions shall be applicable should the ENGINEER be retained to provide Construction Phase Services in connection with the Project:

15.1 CLIENT and Contractor - The presence of ENGINEER's personnel at a construction site, whether as onsite representatives or otherwise, does not make ENGINEER or ENGINEER's personnel in any way responsible for the obligations, duties, and responsibilities of the CLIENT and/or the construction contractors or other entities, and does not relieve the construction contractors or any other entity of their respective obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction contract documents and for providing and/or enforcing all health and safety precautions required for such construction work.

15.2 Contractor Control - ENGINEER and ENGINEER's personnel have no authority or obligation to monitor, to inspect, to supervise, or to exercise any control over any construction contractor or other entity or their employees in connection with their work or the health and safety precautions for the construction work and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except ENGINEER's own personnel.

15.3 On-site Responsibility - The presence of ENGINEER's personnel at a construction site is for the purpose of providing to CLIENT an increased degree of confidence that the completed construction work will conform generally to the construction documents and that the design concept as reflected in the construction documents generally has been implemented and preserved by the construction contractor(s). ENGINEER neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

15.4 Payment Recommendations - Recommendations by ENGINEER to CLIENT for periodic construction progress payments to the construction contractor(s) are based on ENGINEER's knowledge, information, and belief from selective observation that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by ENGINEER to ascertain that the construction contractor(s) have completed the work in exact accordance with the construction documents; that the final work will be acceptable in all respects; that ENGINEER has made an examination to ascertain how or for what purpose the construction contractor(s) have used the moneys paid; that title to any of the work, materials, or equipment has passed to CLIENT free and clear of liens, claims, security interests, or encumbrances; or that there are no other matters at issue between CLIENT and the construction contractors that affect the amount that should be paid.

15.5 Record Drawings - Record drawings, if required as part of ENGINEER's agreed scope of work, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. ENGINEER is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.

16. DESIGN WITHOUT CONSTRUCTION PHASE SERVICES

The following provisions shall be applicable should the ENGINEER be retained to provide design services but not be retained to provide Construction Phase Services in connection with the Project:

16.1 It is understood and agreed that the ENGINEER's Scope of Services under this proposal does not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided by the CLIENT or others. The CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the CLIENT waives any claims against the ENGINEER that may be in any way connected thereto.

16.2 In addition, the client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, its officers, directors, employees and subconsultants (collectively, ENGINEER) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the ENGINEER.



CITY OF NORWALK
Wilber Giron, E.I.T.
Junior Engineer
wgiron@norwalkct.org
P: 203-854-7801 / F: 203-857-0143
Norwalk City Hall
125 East Avenue, P.O. Box 5125
Norwalk, CT 06856-5125

MEMORANDUM

TO: Lisa Burns, P.E. – Principal Engineer
CC: Drew Berndmaier, P.E. – Senior Civil Engineer
FROM: Wilber Giron, E.I.T. – Junior Engineer
RE: Project PM2019-1 Pavement Management Program
DATE: March 1, 2019

The Department of Public Works has prepared plans for "Project PM2019-1 Pavement management Program." The City Clerk opened bids for this Project on February 28, 2019.

I have attached a copy of the bid results received from the two (2) low bidders for your reference. I would like to request that the following items be included on the agenda for the March 5, 2019 Public Works Committee meeting.

- a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Deering Construction, Inc. for Project PM2019-1 Pavement Management Program for a sum not to exceed \$4,538,688.50.
- b. Authorize the Director of Public Works to execute orders on the Contract with Deering Construction, Inc. for Project PM2019-1 Pavement Management Program for a sum not to exceed \$453,868.85.

Account No.

09 18 40210 5777 C0021
09 19 40210 5777 C0021
09 19 40270 5777 C0302
09 18 40210 5777 C0503
09 16 40310 5777 C0515
09 17 40210 5777 C0515
09 12 40210 5777 C0504
09 16 40210 5777 C0232
09 19 6030 5777 C0472
09 19 6310 5777 C0186
09 19 6310 5777 C0092
09 19 6310 5777 C0132
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PROJECT: PM2019-1 Pavement Management Program

BID OPENING: Thursday, February 28, 2019 at 3:00 PM

<u>Bidder</u>	<u>Bid Amount</u>	<u>Bid Bond</u>
The Grasso Companies, LLC	\$5,567,963.56	Allegheny Casualty Company - 15% of amount bid
Deering Construction, Inc. <i>(Apparent Low Bidder)</i>	\$4,538,688.50	Travelers casualty and Surety Company of America - 15% of amount bid

Project Number: PM2019-1

Project Name: PAVEMENT MANAGEMENT PROGRAM

Item Number	Description	Quantity	Unit	Apparent Low Bidder		Second Bidder		Third Bidder		Engineer's Estimate	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
0202000	EARTH EXCAVATION	500.00	CY	\$12.00	\$6,000.00	\$50.00	\$15,000.00	\$0.00	\$0.00	\$14.00	\$7,000.00
0202503 A	REMOVAL OF CONCRETE CURBING	1200.00	LF	\$4.50	\$5,880.00	\$2.00	\$2,400.00	\$0.00	\$0.00	\$20.00	\$24,000.00
0202504 A	REMOVAL OF BITUMINOUS CONCRETE CURBING	10000.00	LF	\$1.40	\$14,000.00	\$2.00	\$20,000.00	\$0.00	\$0.00	\$2.50	\$25,000.00
0209001	FORMATION OF SUBGRADE	500.00	SY	\$2.15	\$1,075.00	\$2.00	\$1,000.00	\$0.00	\$0.00	\$3.00	\$1,500.00
0304002	PROCESSING AGGREGATE BASE	550.00	CY	\$28.00	\$18,200.00	\$25.00	\$15,250.00	\$0.00	\$0.00	\$30.00	\$19,500.00
0405875 A	1.5" RECLAMATION - ASPHALT GRAVEL BASE	4200.00	SY	\$4.50	\$19,320.00	\$8.00	\$33,600.00	\$0.00	\$0.00	\$10.00	\$42,000.00
0405876 A	10" RECLAMATION - ASPHALT GRAVEL BASE	6100.00	SY	\$4.50	\$28,050.00	\$6.00	\$36,600.00	\$0.00	\$0.00	\$6.50	\$39,650.00
0406171 A	HMA SUPERPAVE 0.5" (12.5) LEVEL 2	4700.00	TON	\$96.45	\$453,315.00	\$107.43	\$504,921.00	\$0.00	\$0.00	\$90.50	\$425,350.00
0406172 A	HMA SUPERPAVE 0.375" (9.5) LEVEL 2	9500.00	TON	\$10.00	\$95,000.00	\$112.03	\$1,064,285.00	\$0.00	\$0.00	\$97.00	\$921,500.00
0406201 A	ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (MAJOR ARTERIAL) MIN BID - SEE SPECIAL NOTES	10.00	SY	\$185.00	\$1,850.00	\$120.00	\$1,200.00	\$0.00	\$0.00	\$150.00	\$1,500.00
0406202 A	ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (MINOR ARTERIAL) MIN BID - SEE SPECIAL NOTES	90.00	SY	\$120.00	\$10,800.00	\$100.00	\$9,000.00	\$0.00	\$0.00	\$100.00	\$9,000.00
0406203 A	ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (COLLECTOR) MIN BID - SEE SPECIAL NOTES	450.00	SY	\$80.00	\$32,000.00	\$80.00	\$32,000.00	\$0.00	\$0.00	\$90.00	\$36,000.00
0406204 A	ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (LOCAL) MIN BID - SEE SPECIAL NOTES	1000.00	SY	\$60.00	\$60,000.00	\$60.00	\$60,000.00	\$0.00	\$0.00	\$65.00	\$65,000.00
0406267 A	BITUMINOUS CONCRETE MILLING (0-4")	112000.00	SY	\$2.30	\$257,600.00	\$2.40	\$268,800.00	\$0.00	\$0.00	\$2.35	\$261,200.00
0406279 A	MILL FULL LANE 1.5" (40 LF TO 200 LF)	250.00	SY	\$3.80	\$950.00	\$4.00	\$1,000.00	\$0.00	\$0.00	\$4.00	\$2,000.00
0406280 A	MILL FULL LANE 1.5" (>200 LF)	270.00	SY	\$3.00	\$810.00	\$10.00	\$2,700.00	\$0.00	\$0.00	\$1.50	\$395.00
0406282 A	MILL FULL LANE 2" (>200 LF)	1200.00	SY	\$3.00	\$3,600.00	\$7.00	\$8,400.00	\$0.00	\$0.00	\$2.35	\$2,820.00

Project Number: PM2019-1

Project Name: PAVEMENT MANAGEMENT PROGRAM

Item	Description	Quantity	Unit	Apparent Low Bidder			Second Bidder			Third Bidder			Engineer's Estimate		
				Unit Price	Amount	Unit Price	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Amount
0406451 A	BITUMINOUS CONCRETE 1.5" OVERLAY FULL LANE (40LF TO 200LF)	20.00	TON	\$175.00	\$3,500.00	\$250.00	\$250.00	\$5,000.00	\$0.00	\$0.00	\$200.00	\$4,000.00	\$200.00	\$4,000.00	\$4,000.00
0406452 A	BITUMINOUS CONCRETE 1.5" OVERLAY FULL LANE (>200LF)	120.00	TON	\$100.00	\$12,000.00	\$200.00	\$200.00	\$24,000.00	\$0.00	\$0.00	\$150.00	\$18,000.00	\$150.00	\$18,000.00	\$18,000.00
0406454 A	BITUMINOUS CONCRETE 2" OVERLAY FULL LANE (>200LF)	140.00	TON	\$100.00	\$14,000.00	\$200.00	\$200.00	\$28,000.00	\$0.00	\$0.00	\$200.00	\$28,000.00	\$200.00	\$28,000.00	\$28,000.00
0406998 A	DENSITY ADJUSTMENT	1.00	ALLOW	\$17,000.00	\$17,000.00	\$17,000.00	\$17,000.00	\$17,000.00	\$0.00	\$0.00	\$17,000.00	\$17,000.00	\$17,000.00	\$17,000.00	\$17,000.00
0406999 A	ASPHALT ADJUSTMENT COST	1.00	EST	\$78,000.00	\$78,000.00	\$78,000.00	\$78,000.00	\$78,000.00	\$0.00	\$0.00	\$78,000.00	\$78,000.00	\$78,000.00	\$78,000.00	\$78,000.00
0407010 A	SPEED BUMPS	1450.00	SF	\$2.35	\$3,407.50	\$10.00	\$10.00	\$14,500.00	\$0.00	\$0.00	\$12.00	\$17,400.00	\$12.00	\$17,400.00	\$17,400.00
0507042 A	RESET CATCH BASIN	300.00	EA	\$450.00	\$135,000.00	\$600.00	\$600.00	\$180,000.00	\$0.00	\$0.00	\$500.00	\$150,000.00	\$500.00	\$150,000.00	\$150,000.00
0507781	RESET MANHOLE	200.00	EA	\$450.00	\$90,000.00	\$650.00	\$650.00	\$130,000.00	\$0.00	\$0.00	\$500.00	\$100,000.00	\$500.00	\$100,000.00	\$100,000.00
0507792 A	RECONSTRUCT CATCH BASIN	20.00	VF	\$250.00	\$5,000.00	\$400.00	\$400.00	\$8,000.00	\$0.00	\$0.00	\$300.00	\$6,000.00	\$300.00	\$6,000.00	\$6,000.00
0511530 A	LINDENWOODS ROAD DRAINAGE IMPROVEMENTS	1.00	LS	\$32,500.00	\$32,500.00	\$59,900.00	\$59,900.00	\$59,900.00	\$0.00	\$0.00	\$46,000.00	\$46,000.00	\$46,000.00	\$46,000.00	\$46,000.00
0511531 A	SMITH STREET DRAINAGE IMPROVEMENTS	1.00	LS	\$14,500.00	\$14,500.00	\$23,950.00	\$23,950.00	\$23,950.00	\$0.00	\$0.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
0511552 A	NORTH TAYLOR AVENUE DRAINAGE IMPROVEMENTS	1.00	LS	\$15,250.00	\$15,250.00	\$53,250.00	\$53,250.00	\$53,250.00	\$0.00	\$0.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
0651344 A	STORM DRAINAGE ALLOWANCE	1.00	ALLOW	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$0.00	\$0.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
0811001 A	CONCRETE CURBING	750.00	LF	\$35.00	\$26,250.00	\$35.00	\$35.00	\$26,250.00	\$0.00	\$0.00	\$35.00	\$26,250.00	\$35.00	\$26,250.00	\$26,250.00
0811007 A	CONCRETE CURBING (<45 LF PER MOB.)	45.00	LF	\$40.00	\$1,800.00	\$50.00	\$50.00	\$2,250.00	\$0.00	\$0.00	\$40.00	\$1,800.00	\$40.00	\$1,800.00	\$1,800.00
0812030 A	EXTRUDED CONCRETE CURB	1900.00	LF	\$7.35	\$13,965.00	\$8.00	\$8.00	\$15,200.00	\$0.00	\$0.00	\$7.00	\$13,300.00	\$7.00	\$13,300.00	\$13,300.00
0813015 A	5" X 15" GRANITE STONE CURBING (STRAIGHT)	5000.00	LF	\$58.00	\$290,000.00	\$55.00	\$55.00	\$275,000.00	\$0.00	\$0.00	\$50.00	\$250,000.00	\$50.00	\$250,000.00	\$250,000.00
0815001	BITUMINOUS CONCRETE LIP CURBING	10000.00	LF	\$4.25	\$42,500.00	\$6.00	\$6.00	\$60,000.00	\$0.00	\$0.00	\$4.00	\$40,000.00	\$4.00	\$40,000.00	\$40,000.00
0910004	METAL BEAM RAIL (TYPE R-B)	120.00	LF	\$27.50	\$3,300.00	\$78.00	\$78.00	\$9,360.00	\$0.00	\$0.00	\$75.00	\$9,000.00	\$75.00	\$9,000.00	\$9,000.00
0911923	R-B END ANCHORAGE- TYPE 2	2.00	EA	\$1,450.00	\$2,900.00	\$4,550.00	\$4,550.00	\$9,100.00	\$0.00	\$0.00	\$1,500.00	\$3,000.00	\$1,500.00	\$3,000.00	\$3,000.00
0912504	REMOVE METAL BEAM RAIL	120.00	LF	\$6.60	\$792.00	\$6.50	\$6.50	\$780.00	\$0.00	\$0.00	\$6.00	\$720.00	\$6.00	\$720.00	\$720.00
0921001 A	CONCRETE SIDEWALK	28500.00	SF	\$8.75	\$249,375.00	\$10.00	\$10.00	\$285,000.00	\$0.00	\$0.00	\$12.00	\$342,000.00	\$12.00	\$342,000.00	\$342,000.00
0921004 A	CONCRETE SIDEWALK (<110 SF PER MOB.)	110.00	SF	\$15.00	\$1,650.00	\$20.00	\$20.00	\$2,200.00	\$0.00	\$0.00	\$20.00	\$2,200.00	\$20.00	\$2,200.00	\$2,200.00

Project Number: PM2019-1

Project Name: PAVEMENT MANAGEMENT PROGRAM

Item Number	Description	Quantity	Unit	Apparent Low Bidder			Second Bidder			Third Bidder			Engineer's Estimate		
				Unit Price	Amount		Unit Price	Amount		Unit Price	Amount		Unit Price	Amount	
0921010 A	CONCRETE DRIVEWAY RAMP (<90 SF PER MOB.)	90.00	SF	\$15.00	\$1,350.00		\$30.00	\$2,700.00		\$0.00	\$0.00		\$21.00	\$1,890.00	
0921011 A	CONCRETE DRIVEWAY RAMP	7500.00	SF	\$10.00	\$75,000.00		\$14.00	\$105,000.00		\$0.00	\$0.00		\$16.00	\$120,000.00	
0921014 A	PRECAST CONCRETE PAVEMENT SIDEWALK AND DRIVEWAY	7150.00	SF	\$18.00	\$128,700.00		\$25.00	\$178,750.00		\$0.00	\$0.00		\$45.00	\$321,750.00	
0921021 A	RELAY PRECAST CONCRETE PAVEMENT SIDEWALK AND DRIVEWAY	400.00	SF	\$18.00	\$7,200.00		\$20.00	\$8,000.00		\$0.00	\$0.00		\$30.00	\$12,000.00	
0921051 A	PROPOSED SIDEWALKS AT ROUTE 136 (WILSON AVENUE)	1.00	LS	\$49,000.00	\$49,000.00		\$81,604.00	\$81,604.00		\$0.00	\$0.00		\$75,000.00	\$75,000.00	
0922001 A	BITUMINOUS CONCRETE SIDEWALK	12000.00	SY	\$36.00	\$432,000.00		\$40.00	\$480,000.00		\$0.00	\$0.00		\$26.00	\$312,000.00	
0922502 A	BITUMINOUS CONCRETE DRIVEWAY OVERLAY	50.00	TON	\$170.00	\$8,500.00		\$250.00	\$12,500.00		\$0.00	\$0.00		\$175.00	\$8,750.00	
0922525 A	MAIN STREET PARKING LOT	1.00	LS	\$57,500.00	\$57,500.00		\$65,650.00	\$65,650.00		\$0.00	\$0.00		\$73,590.00	\$73,590.00	
0922526 A	WEBSTER LOT I	1.00	LS	\$80,000.00	\$80,000.00		\$92,950.00	\$92,950.00		\$0.00	\$0.00		\$183,040.00	\$183,040.00	
0922527 A	WEBSTER LOT II	1.00	LS	\$133,000.00	\$133,000.00		\$161,964.00	\$161,964.00		\$0.00	\$0.00		\$54,450.00	\$54,450.00	
0922528 A	WEBSTER LOT III	1.00	LS	\$182,000.00	\$182,000.00		\$218,182.00	\$218,182.00		\$0.00	\$0.00		\$219,285.00	\$219,285.00	
0922529 A	TRANSFER STATION PARKING LOT	1.00	LS	\$80,000.00	\$80,000.00		\$103,900.00	\$103,900.00		\$0.00	\$0.00		\$70,000.00	\$70,000.00	
0922530 A	LOCKWOOD MATHEWS MANSION MUSEUM PARKING LOT	1.00	LS	\$22,000.00	\$22,000.00		\$85,595.76	\$85,595.76		\$0.00	\$0.00		\$55,000.00	\$55,000.00	
0922531 A	PARKS & REC PARKING LOT (SOUTH SMITH STREET)	1.00	LS	\$35,000.00	\$35,000.00		\$39,250.00	\$39,250.00		\$0.00	\$0.00		\$45,000.00	\$45,000.00	
0922532 A	YANKRE DOODLE'S GARAGE BURNELL BOULEVARD ENTRANCE	1.00	LS	\$10,000.00	\$10,000.00		\$24,845.00	\$24,845.00		\$0.00	\$0.00		\$50,000.00	\$50,000.00	
0922533 A	OAK HILLS PARK GOLF COURSE - CART PATH	1.00	LS	\$11,000.00	\$11,000.00		\$13,560.00	\$13,560.00		\$0.00	\$0.00		\$12,000.00	\$12,000.00	
0924007 A	HANDICAP RAMPS (ADA COMPLIANT)	420.00	SF	\$25.00	\$10,500.00		\$45.00	\$18,900.00		\$0.00	\$0.00		\$35.00	\$14,700.00	
0944003 A	FURNISHING AND PLACING TOPSOIL	8000.00	SY	\$5.00	\$40,000.00		\$12.00	\$96,000.00		\$0.00	\$0.00		\$10.00	\$80,000.00	
0950003 A	TURF ESTABLISHMENT (LAWN)	8000.00	SY	\$1.00	\$8,000.00		\$3.00	\$24,000.00		\$0.00	\$0.00		\$1.50	\$12,000.00	

Project Number: PM2019-1

Project Name: PAVEMENT MANAGEMENT PROGRAM

Item Number	Description	Quantity	Unit	Apparent Low Bidder		Second Bidder		Third Bidder		Engineer's Estimate	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
098003 A	PROJECT SURVEY AND STAKEOUT	1.00	ALLOW	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$0.00	\$0.00	\$3,500.00	\$3,500.00
1111051 A	LOOP VEHICLE DETECTOR	200.00	LF	\$15.00	\$3,000.00	\$18.00	\$3,600.00	\$0.00	\$0.00	\$40.00	\$8,000.00
1111451	LOOP DETECTOR SAW CUT	200.00	LF	\$15.00	\$3,000.00	\$5.00	\$1,000.00	\$0.00	\$0.00	\$15.00	\$3,000.00
1210101	4" WHITE EPOXY RESIN PAVEMENT MARKINGS	835.00	LF	\$0.40	\$334.00	\$0.48	\$400.80	\$0.00	\$0.00	\$0.50	\$417.50
1210104	2" DOUBLE YELLOW EPOXY RESIN PAVEMENT MARKINGS	8000.00	LF	\$0.80	\$6,400.00	\$0.96	\$7,680.00	\$0.00	\$0.00	\$0.85	\$6,800.00
1210105	EPOXY RESIN PAVEMENT MARKINGS - SYMBOLS AND LEGENDS	700.00	SF	\$3.85	\$2,695.00	\$4.62	\$3,234.00	\$0.00	\$0.00	\$4.00	\$2,800.00
1210106	12" WHITE EPOXY RESIN PAVEMENT MARKINGS	100.00	LF	\$3.85	\$385.00	\$4.62	\$462.00	\$0.00	\$0.00	\$4.00	\$400.00
1210124	24" WHITE EPOXY RESIN PAVEMENT MARKINGS	2500.00	LF	\$7.75	\$27,125.00	\$9.20	\$32,500.00	\$0.00	\$0.00	\$8.00	\$28,000.00
1302060	RESET GATE BOXES	400.00	EA	\$45.00	\$18,000.00	\$75.00	\$30,000.00	\$0.00	\$0.00	\$55.00	\$22,000.00
1304016 A	MATTHEWS PARK WATER SERVICE REPLACEMENT	1.00	LS	\$67,500.00	\$67,500.00	\$187,940.00	\$187,940.00	\$0.00	\$0.00	\$55,000.00	\$55,000.00
					\$1,538,688.50		\$5,567,963.56		\$0.00		\$5,151,397.50

Apparent Low Bidder = Deering Construction, Inc. Norwalk, CT

Second Bidder = The Grasso Companies Norwalk, CT

Third Bidder = N/A

Project Number: PM2019-1AL
Project Name: PAVEMENT MANAGEMENT PROGRAM BID ALTERNATE

Item Number	Description	Quantity	Unit	Apparent Low Bidder		Second Bidder		Third Bidder		Engineer's Estimate	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
0406165 A	WMA SUPERPAVE 0.5" (2.5) LEVEL 2	1260.00	TON	\$103.00	\$129,780.00	\$109.43	\$137,881.80	\$0.00	\$0.00	\$98.50	\$124,110.00
0406167	WMA SUPERPAVE 0.375" (9.5) LEVEL 2	4440.00	TON	\$108.00	\$479,520.00	\$114.03	\$506,293.20	\$0.00	\$0.00	\$92.00	\$408,480.00
					\$609,300.00		\$644,175.00		\$0.00		\$532,590.00

Apparent Low Bidder = Deering Construction, Inc. Norwalk, CT

Second Bidder = The Grasso Companies Norwalk, CT

Third Bidder = N/A

THE PLANNING COMMITTEE OF THE COMMON COUNCIL

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

VII. D

TO: MEMBERS OF THE NORWALK COMMON COUNCIL
FROM: SABRINA CHURCH, COMMUNITY DEVELOPMENT PLANNER
DATE: FEBRUARY 28, 2019
RE: EXTENSION OF CONTRACT FOR CDBG PROGRAM ADMINISTRATION

Overview

The existing five year contract between the City and the Redevelopment Agency to manage the CDBG program requires an extension to continue the management of the CDBG program by the Agency. Upon approval of the extension by the Common Council, Corporation Counsel will draft an extension agreement consistent with the existing contract that meets these purposes:

- The City will identify the Agency as the administrator of the City's annual CDBG entitlement and community development resources
- In this role, the Agency will remain administratively responsible for the management of the City's entitlement funds, but the funding allocation plan for the entitlement will remain the purview of the Common Council via an annual HUD-approved process
- This process will be conducted in accordance with the provisions of the Citizen Participation Plan in the current (2015-2020) and future (2020-2025) Consolidated Plan for Housing and Community Development
- The Agency will be responsible for reporting the outcomes of the funding distributed to the Common Council, Mayor and local stakeholders in accordance with HUD's reporting requirements
- After the five year extension period, the parties may choose to renew the contract for an additional five years. There is no restriction regarding the number of times the parties may renew the contract.

Action Requested

Approve the request to extend the agreement designating the Norwalk Redevelopment Agency as the administrator of the City's annual CDBG entitlement grant and authorize Mayor Rilling to execute such agreement.

THE PLANNING COMMITTEE OF THE COMMON COUNCIL

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

TO: MEMBERS, NORWALK COMMON COUNCIL
FROM: SABRINA CHURCH, COMMUNITY DEVELOPMENT PLANNER
DATE: MARCH 1, 2019
RE: FEDERAL CONFLICT OF INTEREST POLICY

The U.S. Department of Housing and Urban Development (HUD) upholds firm guidelines regarding conflicts of interest and the involvement of federal funding such as Community Development Block Grant (CDBG) funds.

Thank you for completing and returning the "Public Disclosure Form" (emailed to you on Monday, February 11) so that Redevelopment Agency staff may begin working with Corporation Counsel to submit any necessary waiver requests to HUD. In accordance with HUD's guidance, covered persons who do not return the Public Disclosure form will be unable to vote, as will those who have a conflict. Corporation Counsel previously reviewed and approved using the Public Disclosure Form to uphold HUD's guidelines.

At this time, all Council Members have returned the disclosure forms stating no conflict. As a result, Council Members must, for the record, recognize that there are no conflicts with the 2019-2020 Community Development Block Grant subrecipients and as such will be able to vote on all items related to the program.

Please contact Sabrina Church (schurch@norwalkct.org or 203-854-7810 x46781) with any questions.

ACTION REQUESTED:

- The Common Council recognizes that all conflict of interest forms returned by the Common Council members state no conflict with the 2019-2020 Community Development Block Grant Program subrecipients.

THE PLANNING COMMITTEE OF THE COMMON COUNCIL

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

TO: MEMBERS OF THE COMMON COUNCIL
FROM: SABRINA CHURCH, COMMUNITY DEVELOPMENT PLANNER
DATE: MARCH 5, 2019
RE: 2020-2025 CONSOLIDATED PLAN AND ANALYSIS OF IMPEDIMENTS

Since the implementation of the Community Development Block Grant (CDBG) in Norwalk, the Norwalk Redevelopment Agency has been the administering agent for the program. One of the responsibilities of the administering agent is completing a Consolidated Plan and an Analysis of Impediments to Fair Housing every 5 years. These plans dictate and set realistic goals for the City of Norwalk to achieve with its annual CDBG allocation. Each year the Agency prepares an Annual Action Plan (AAP) that informs HUD on what goals the City plans to meet or make progress towards in the upcoming grant year. At the end of each program year the Agency then prepares a Consolidated Annual Performance and Evaluation Report (CAPER) which relays to HUD the progress made towards achieving the goals set in the 5-year Consolidated Plan.

The Analysis of Impediments to Fair Housing and Consolidated Plan were last updated in 2015. A new version that sets new goals for the City to achieve between 2020 and 2025 must be completed and returned to HUD by May 2020 in order for the City to continue to receive CDBG funds.

The Agency has been receiving 20 percent of each yearly allocation to administer the CDBG program for the City. A portion of this 20 percent in the upcoming year, 2020, will go to completing the Consolidated Planning process which includes the completion of the Analysis of Impediments, the Consolidated Plan, and the Annual Action Plan.

The Agency released an RFP on February 1, 2019 and received two responses. Staff is bringing forward the preferred firm, Mullin & Lonergan Associates, based on experience in Norwalk and other municipalities, cost, methods for community outreach, and their previous experience working with HUD and its online system, IDIS. Attached is the firm's full response to the RFP as well as their rate proposal for review.

ACTION: Authorize the Chair of the Norwalk Redevelopment Agency, to execute a contract with Mullin & Lonergan Associates, LLC in an amount not to exceed \$49,200 from CDBG Administration funds (Fund 300) to complete the 2020-2025 Consolidated Planning Process.

City of Norwalk, CT

**Technical Proposal to Develop a
Consolidated Plan, Annual
Action Plan and Analysis of
Impediments to Fair Housing
Choice**

Due: March 1, 2019



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Transmittal Letter

February 27, 2019

Ms. Sabrina Church, Community Development Planner
City of Norwalk
Norwalk Redevelopment Authority
125 East Avenue, Room 202
Norwalk, CT 06851

Dear Ms. Church:

Mullin & Lonergan Associates is pleased to submit its credentials to prepare the Five-Year Consolidated Plan and Annual Action Plan for the City of Norwalk and the Analysis of Impediments to Fair Housing Choice jointly for the City and Norwalk Housing Authority.

M&L has prepared more than 100 Consolidated Plans for nearly 80 entitlements representing 17 separate HUD offices. Our in-depth experience enables M&L to devise practical housing and community development strategies. Our deep familiarity with the CDBG and HOME Programs enables us to devise recommendations for investment strategies that are tailored to the unique characteristics of a grantee community.

M&L has prepared more than 100 Analyses of Impediments and four Assessments of Fair Housing documents over the past 13 years, including the Norwalk Housing Authority AI document in 2013. We are thoroughly familiar with analyzing local policies and programs as they relate to housing choice for members of the protected classes. Our focus is on developing a Fair Housing Action Plan that is aspirational but also practical and implementable for the City and NHA.

M&L provides CDBG and HOME technical consulting services on a regular basis to about 30 core HUD entitlement communities. Typically, we function as an extension of the grantee's staff. Our clients call upon us frequently to provide advice and background information relative to regulatory issues, both CDBG and HOME, as well as other federal requirements such as procurement and contracting, acquisition, relocation, environmental compliance, labor compliance, and equal opportunity.

Our Community Engagement Process maximizes community outreach. In our experience, the most challenging aspect of these types of planning assignments is engaging the broadest segment of the community in the process. Our process reflects a series of tasks that has worked well with other grantees and offers a variety of opportunities for resident participation throughout the process including six Stakeholder Workshops, four Public Meetings, a web-based survey, a FAQ Sheet, and



the creation of flyers and public notices (in English and Spanish, if needed) to encourage public participation in this planning process.

M&L is confident its proposal and competitive price meet the qualities that Norwalk is seeking in a professional housing and community development consultant to undertake this assignment.

Should you require additional information, I can be reached at (412)323-1950 or via email at marjorie@mandl.net

Sincerely,



Marjorie Willow, AICP
Principal



Work Plan

Based on the specifications published in the RFP and our experiences with comparable assignments, M&L offers the following Work Plan for consideration.

Community Outreach Plan

M&L's proposed Community Outreach Plan is designed to maximize engagement from throughout the City. In our experience, the most challenging aspect of these types of planning assignments is engaging the broadest segment of the community, and in particular, those who are least likely to participate. Our process reflects a series of tasks that has worked well with other grantees and offers a variety of opportunities for resident participation throughout the process including six Stakeholder Workshops, four Public Meetings, a web-based survey, a FAQ Sheet, and the creation of flyers and public notices (in English and Spanish, if needed) to encourage public participation in this planning process.

M&L will develop a detailed Community Outreach Plan specific to the preparation of the AI and the Con Plan, through which all initiatives will be conducted jointly for both documents. It will be consistent with the City of Norwalk's Citizen Participation Plan and NHA's public participation requirements. We will work closely with Agency staff to determine dates for Stakeholder Workshops and Public Meetings, along with the process details for each—questions to be asked, flyers to be distributed, locations of all venues, how outreach to specific LMI populations will be conducted, etc. This local plan will be provided to staff within 30 days after contracting.

Task 1. Initial Outreach Planning

Initial Project Planning with Agency Staff

Upon receipt of a signed contract, we will schedule a conference call with staff to:

- Determine the public participation initiatives to be undertaken for this process based on our proposal, and
- Identify several key community stakeholders who could help to inform our process about the best methods to reach and engage LMI residents and members of the protected classes.

Identification of Stakeholders

M&L will work with staff to refine the list of stakeholders whose input would be sought during the preparation of the AI and the Con Plan. Based on HUD requirements and our experience, the following stakeholder categories should be considered:

- Norwalk Housing Authority
- Norwalk Fair Housing Advisory Commission



- Department directors from Planning, Engineering, Public Works, Parks & Recreation, Emergency Management, etc.
- Affordable housing providers, including CHDOs
- Health and child welfare agencies concerning lead-based paint hazards
- Public and private agencies that address housing, health, social services, victim services, employment, and education needs of low-income, homeless, and special needs populations
- Social service providers including those focusing on services to minorities, families with children, the elderly, persons with disabilities, persons with HIV/AIDS and their families, homeless persons, and other protected classes
- Neighborhood and community-based organizations
- Business and civic leaders
- Local government agencies involved in metropolitan-wide planning responsibilities that extend beyond a single jurisdiction (e.g., transportation, employment, etc.)
- Workforce development entities, including technical and community colleges
- Broadband internet service providers and organizations engaged in narrowing the digital divide
- Agencies whose primary responsibilities include the management of flood prone areas, public land or water resources, and emergency management agencies
- Advocacy organizations for persons with limited English proficiency, immigrants and refugees
- Community-based and regionally-based organizations that represent protected class members and organizations that enforce fair housing laws
- Faith-based organizations
- Tenant organizations, including resident management organizations, resident councils, and assisted housing resident organizations and advocates
- Environmental and other social justice organizations
- Realtors, lenders and property management companies
- Other entities identified by staff as appropriate for interviewing

Task 2. Outreach Tools

Develop a FAQ Sheet

M&L will create a FAQ Sheet for distribution throughout the planning process. The two-sided, one-page sheet will include a basic series of questions and answers (*What is the Consolidated Plan? What is the AI? How do these impact my community? How can I*



get involved?) and will be made available at all venues (workshops, meetings, public offices, etc.). The sheet will be colorful, utilize graphics and be made available in English and Spanish, if required.

Conduct up to Six Stakeholder Workshops

M&L proposes to conduct up to six Stakeholder Workshops to engage local stakeholders and other interested parties. Each workshop will be scheduled for 75 minutes and focus on a specific topic. Possible topics might include:

- Affordable Housing / Fair Housing (barriers, opportunities, etc.)
- Enhancing Access to Community Assets for LMI Households (employment, transit, child care, substance abuse recovery, job training, etc.)
- Workforce Development Engagement for LMI Persons (job training, education, economic development, etc.)
- Healthy Housing & Safe Neighborhoods (infant mortality, food security, access to health care, crime-free communities, lead-based paint, etc.)
- Housing the Homeless & Near-Homeless (challenges, needs, innovative initiatives, etc.)
- Housing for Special Needs Populations (veterans, people with disabilities, elderly, persons in recovery, etc.)
- Municipal Department Planning Initiatives (planning, code enforcement, public works, engineering, transit, etc.)

We will consult with Agency staff to identify topics that are relevant to current trends and issues in Norwalk. A List of Questions will be utilized in each workshop to stimulate discussion.

Stakeholders will be invited to attend any one or more of the topical workshops of their choosing. Our experience using this methodology has resulted in much more dynamic discussions involving a wider variety of stakeholders who are focused on topics tailored to the trends and conditions of a community.

Design and Implement a Web-based Survey

M&L will provide a draft survey instrument appropriate for identifying affordable housing and community development needs. The survey will also pose a series of questions to identify if respondents have encountered discrimination in their search for or attempts to maintain housing. This single logic survey, in both English and Spanish, will be hosted by Survey Monkey.

The survey will be available online. Paper copies can also be made available at all stakeholder workshops and public meetings conducted as part of this process. Ideally, the survey would be launched the week before stakeholder workshops and public meetings to maximize marketing efforts.



All surveys will be tabulated and analyzed for incorporation into the AI and the Con Plan documents, where appropriate. The distribution method and advertising campaign for the survey can be developed upon contract execution.

Facilitate Four Public Meetings

M&L will facilitate four public meetings. The first two meetings will be conducted in locations of the Agency's choosing, both of which could serve as the required Public Needs Hearing. Our goal for each meeting is to actively engage participants in a discussion focused on affordable housing and community development needs. We will utilize a PowerPoint presentation to achieve this goal and provide copies of the FAQ Sheet with a link to the online survey.

The second set of two meetings will occur once the AI, Con Plan and Annual Plan have been placed on public display. The goal will be to summarize the major findings, identify the priority needs and set forth the recommended strategies. As before, we will utilize a PowerPoint presentation.

Task 3. Written Community Outreach Plan

Once the details and schedule for outreach activities has been drafted, we will provide the written plan to staff for review and comment. Revisions will be made and the plan will then be used to direct the community outreach for this assignment.

Deliverable #1: Community Outreach Plan (30 days after contracting)

Task 4. Implement and Document Community Outreach Process

Throughout the process, M&L will document the initiatives and their results to incorporate into the AI, the Con Plan and the Annual Plan.



Analysis of Impediments to Fair Housing Choice

Based on the RFP, our knowledge of HUD's expectations relative to AIs, and our AI experience with HUD grantees, M&L offers the following AI work program for your consideration.

Task 1. Demographic Summary & Housing Profile

We will search for key housing and demographic indicators that help to paint the picture of fair housing in Norwalk. We will use the most recent census data available at the census tract level in preparing this analysis. We will graphically illustrate trends and conditions with maps and tables.

M&L will analyze the population by race and ethnicity, noting racially and ethnically concentrated areas of poverty (RCAPs and ECAPs). This analysis will be conducted at the census tract level. Variables such as income, poverty, persons with disabilities, unemployment, female-headed households, and other protected classes will be analyzed to the extent that current and reliable data is available.

We will analyze the local housing stock in terms of condition, level of accessibility, vacancy status, sales prices, and rents. We will analyze and compare the affordability of housing, both rental and sales, for primary minority groups (i.e. Whites, Blacks, Asians and Hispanics). Specifically, we will identify the relative presence, location, and geographic concentration of members of the protected classes. We will identify patterns of housing segregation using the dissimilarity index.

We will also analyze recent housing sales prices to determine if higher housing costs restrict housing choice in certain neighborhoods for members of the protected classes, to the extent that this data is made available from the local Realtor's Multi-List Service (MLS).

Deliverable #2: Draft Demographic Summary and Housing Profile

Task 2. Evaluation of Public & Private Sector Policies

Many resources will be reviewed and evaluated as part of Task 2. As the AI is primarily a policy analysis document, much of the information related to describing past trends and current conditions, as well as barriers to fair housing choice, will be found in municipal and PHA policies.

A partial list of these local resources includes, but is not limited to, the following:

- **Planning Documents** - We will review local planning initiatives (Master Plan, Comprehensive Plan, Housing Plan, etc.) to understand how the City has:
 - Advocated for affordable housing opportunities outside of areas of concentration of LMI minorities
 - Promoted integrative principles for the purpose of de-segregating areas of concentration of LMI minorities
 - Facilitated initiatives that address the elimination of poverty as an impediment to fair housing choice, and

- Included fair housing policies in its long-range planning documents. Specifically, we will look for strong connections between where lower income neighborhoods are located in relation to public transportation services and employment centers.

Zoning - We will review the City's zoning ordinance to learn more about the land use administrative processes that affect fair housing choice. In conducting our assessment, we will analyze zoning provisions that impact, or have the potential to impact, protected classes. These include:

- The definition of "family"
- The definition of and regulatory requirements for "group homes" for persons with disabilities and the identification of group home locations, to the extent data is available
- Minimum lot sizes and dwelling unit types/sizes permitted by residential zoning district
- The regulatory requirements for multi-family housing (i.e., permitted vs. conditional use, number of zoning districts where permitted, development standards, etc.)
- The definition and regulatory requirements of "accessory dwelling units"
- Inclusionary zoning or affordable housing set-aside provisions
- Other innovative design standards that promote affordable housing options

Investment of HUD Entitlement Funds - We will review the Agency's application processes and project selection criteria to determine how AFFH factors are considered in funding decisions. We will inquire about efforts to inform and educate its sub-recipients about AFFH responsibilities, and review fair housing monitoring efforts as well as the procedures for sanctioning sub-recipient organizations that fail to AFFH.

Anti-Displacement Plan - We will review local Anti-Displacement and Relocation Plans and how these impact members of the protected classes when economic pressures are exerted in lower income neighborhoods for redevelopment and revitalization initiatives.

Public Transit - Through discussions with the regional transit agency, we will determine the extent to which public transit links racially/ethnically concentrated areas of poverty (R/ECAPs) with higher opportunity areas. We will analyze the long-term transportation plans and the degree to which housing-employment linkages are considered and proposed.

Norwalk Housing Authority Tenant / Applicant Demographics - We will analyze occupancy and waiting list characteristics for public housing and Housing Choice Vouchers to determine the relative presence of members of the protected classes.

- **Norwalk Housing Authority ACOP & Admin Plans** - For a joint AI with NHA, we will review these two primary policy and procedure manuals used by NHA in the daily administration of their public housing and HCV programs. Specifically, we will focus on the revisions made to these documents since the 2013 NHA AI.
- **Location of Major Employers and Employment Opportunities** - We will identify where employment opportunities are located in relation to R/ECAPs and the public transit linkages between them.
- **Assisted Housing Location Patterns** - We will analyze the geographic distribution of affordable housing including public housing, project-based Section 8 Housing Choice Vouchers, Low Income Housing Tax Credit-financed developments, and other assisted housing relative to their location and/or concentration in R/ECAPs.
- **Immigrants and Persons with Limited English Proficiency** - We will review administrative actions that influence housing and housing related services for immigrants and persons with limited English language proficiency. We will review local Language Access Plans (LAP).
- **Lending Discrimination** - The Home Mortgage Disclosure Act database provides information concerning mortgage lending. We will evaluate loan denial data and high-cost loan approval data for members of the protected classes for the last three years.

Task 3. Evaluation of Local Fair Housing Profile

We will define the function of the agencies involved in the day-to-day process of responding to fair housing questions and complaints for City residents. We will explore how members of the protected classes become aware of the existence and function of fair housing organizations serving them. This will involve an assessment of outreach and communication efforts, including informational programming offered by the participating entities and any fair housing advocacy organizations. We will review the results of any testing that has taken place in the City, as well as other specific enforcement actions that may have resulted from the paired testing.

We will describe the extent to which the City has provided resources to agencies or organizations that may assist in fair housing analysis and investigation. We will review state and local fair housing laws and whether these are substantially equivalent to the federal Fair Housing Act. At the outset of the project, we will draft letters to HUD and the Connecticut Fair Housing Center requesting status reports of complaints filed by City residents. The letters will request summaries of complaints received since the date of the previous AIs.

Task 4. Review Progress since Previous AIs

M&L will review the progress made by Norwalk and NHA since the previous AIs. This will be carried out through a review of CAPER documents and NHA annual reports in collaboration with staff responsible for implementing the Fair Housing Action Plans. Each impediment and related recommended action included in the previous Fair Housing Action Plans will be evaluated to determine if current trends and conditions



warrant its inclusion in the 2019 AI, or if the recommended action achieved its desired results and the impediment is no longer present.

Deliverable #3: Draft Evaluation of Public and Private Sector Policies, Fair Housing Profile and Progress Achieved

Task 5. Summary of Impediments

Based on the results of our data analysis, the community outreach initiatives and the policy analysis, we will work with the Fair Housing Advisory Commission to prepare a description of issues that constitute impediments to fair housing choice. The impediments will be listed in three categories: 1) impediments identified in City of Norwalk policies, programs and statutes, 2) impediments identified in Norwalk Housing Authority policies and programs, and 3) impediments identified in other policies, programs and statutes (e.g., private sector, etc.).

Deliverable #4: Draft Summary of Impediments

Task 6. Fair Housing Action Plan

The Fair Housing Action Plan will recommend a series of actions aimed at overcoming barriers to housing choice and expanding housing choice for members of the protected classes throughout the City. The plan will correspond directly with impediments identified throughout the AI document. The plan will emphasize executable goals and strategic actions that are within the capacity of the City and NHA to implement.

Task 7. Draft AI Document

M&L will provide a Draft AI Report that includes the research performed in Tasks 1 through 5.

Deliverable #5: Display-ready AI Document for 30-day Comment Period

Task 8. Final AI Document

In this step, we will incorporate comments and revisions provided by staff. M&L will provide the final document version in Word and Adobe PDF versions.

Following the Agency's acceptance of the final AI, we will incorporate findings and recommendations from the AI into the Con Plan and Annual Plan, as appropriate.

Deliverable #6: Final AI Document



Consolidated Plan & Annual Action Plan

M&L will assist the Redevelopment Agency with preparing its Consolidated Plan and Annual Action Plan for the period beginning July 1, 2020 for submission to HUD on or before May 13, 2020. The Con Plan will be prepared in a manner that incorporates HUD's eCon Planning Suite in IDIS. In preparing this document, we will be guided by Part 91, Subpart D regulatory requirements; the May 2018 *Desk Guide for Using IDIS to Prepare the Consolidated Plan, Annual Action Plan, and CAPER/PER* reflecting the release of IDIS version 11.16; our general background and experience in preparing Con Plans using eCon Planning Suite; and, the Agency's planning procedures that have worked well in the past.

Task 1. Project Mobilization

Initial Project Planning

- Upon receipt of a signed contract, we will schedule a conference call with staff to discuss a detailed Project Schedule to meet the objective of providing all final deliverables for submission to HUD by May 13, 2020.

Obtaining IDIS Access

- Completion and submission of the IDIS Online Access Request Form to the Agency for our project team to have limited access to the City's IDIS system for preparing the Con Plan in the eCon Planning Suite template

Review of the HUD-approved Citizen Participation Plan

- A review of the Agency's Citizen Participation Plan developed in accordance with 24 CFR Part 105 is required with each Con Plan cycle. We will recommend revisions as necessary, and the amended version will be placed on public display with the Con Plan and submitted to HUD for approval.

Review of Local Documents

At the outset of the planning process, M&L will obtain and review local documents, such as the following, for relevant information that can supplement the HUD-provided data in the Con Plan template:

- Comprehensive Plan or Master Plan
- 2015-2019 Consolidated Plan and Annual Plans
- Continuum of Care Reports
- Current HUD-approved Citizen Participation Plan
- Other documents recommended by City staff

Task 2. Needs Assessment (NA 05-50)

The Con Plan will describe the estimated housing needs and needs for supportive services projected for the next five years. Housing data will reflect consultations conducted with housing provider agencies, nonprofit organizations and social service



agencies (including those focusing on services to children, elderly persons, persons with disabilities, persons with HIV/AIDS and homeless persons) that provide assisted housing, health services and social services.

Categories of Persons Affected

- The need for assistance for extremely low income, very low income, low income and moderate-income families, for renters and owners, elderly persons, large families and persons with disabilities. The description of housing needs will also include a discussion of the degree of cost burden and severe cost burden, overcrowding (especially for large families), and substandard housing conditions being experienced by extremely low income, very low income, low income and moderate-income renters and owners compared to the City as a whole.
- To the extent that any racial or ethnic group is identified to have a disproportionately greater need in comparison to the needs of that category of household as a whole, an assessment of that specific housing need will be included.

Public Housing Residents

- The needs of current NHA public housing and Housing Choice Voucher households, as well as families on the waiting lists for public housing and Section 8 vouchers.

Homeless Needs

- The nature and extent of homelessness using HMIS and the most recent Point-in-Time count from the regional Continuum of Care. The Con Plan will include an estimate of the special needs of various categories of families and individuals who are chronically homeless or are threatened with homelessness (such as persons with mental illness or with substance abuse problems) and a description of the nature and extent of homelessness by racial and ethnic group, to the extent that information is available.

Non-Homeless Special Needs

- The level of housing need for persons who are not homeless but require supportive housing, including the elderly, frail elderly, persons with disabilities, persons with substance addiction, persons with HIV/AIDS and their families, public housing residents, and other categories that may be appropriate.

Non-Housing Community Development Needs

- A concise summary of the City's priority non-housing community development needs, including public facilities, public improvements, public services and other eligible uses of CDBG funding. The basis for this section will be the summary of public participation.

Deliverable #7: Draft Needs Assessment



Task 3. Market Analysis (MA 05-50)

General Characteristics

- The significant characteristics of the local housing market, including such aspects as the supply, demand, condition and cost of housing, including lead-based paint hazards, including identification of any areas of concentration of minority persons and LMI residents in the City.

Lead-Based Paint Hazards

- Estimate the number of housing units that may potentially contain lead-based paint hazards and are occupied by LMI families with children based on data obtained from the State Department of Public Health.

Public Housing

- Description of the number of NHA public housing units, the physical condition of these units, the restoration and revitalization needs, results from the Section 504 needs assessments and strategies for improving the management and operation of public housing, as well as improving the living environment of low and very low-income families residing in public housing. The Con Plan will also identify the NHA public housing residential communities that will be improved with Capital Fund resources from HUD as well as those proposed for RAD conversion.

Assisted Housing

- Description of the number and targeting (by income and type of family) of units currently assisted by public funds and an assessment of whether any such units are expected to be lost from the local inventory, including expiring Section 8 contracts.

Homeless Facilities

- Brief inventory of facilities and services that meet the emergency shelter, transitional housing, permanent supportive housing and permanent housing needs of homeless persons made available from the Continuum of Care.

Special Need Facilities and Services

- Description of the housing stock available to persons with disabilities and other LMI persons with special needs, including persons with HIV/AIDS and their families. We will describe the facilities and services that assist persons who are not homeless but who require supportive housing and supportive programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing.

Barriers to Affordable Housing

- Explanation of whether the cost of housing or the incentives to develop, maintain, or improve affordable housing in the City are affected by local public policies, to be obtained from the concurrent Analysis of Impediments to Fair Housing Choice.



Non-Housing Community Development Assets

- A concise summary of the priority non-housing community development needs that are eligible for assistance.

Deliverable #8: Draft Market Analysis

Task 4. Strategic Plan (SP 05-80)

M&L will prepare the Strategic Plan in accordance with 24 CFR Part 91.315. Where appropriate, relevant information from other City plans will be incorporated and referenced appropriately.

General Characteristics

Based on input received through outreach efforts and the data analysis, M&L will define priority needs. For each of the priority needs identified, the CP will include:

- The reasons for the choice of priority needs, describing the choice in terms of housing need (income, tenure, housing problems) and identifying obstacles for addressing the underserved needs
- The specific objectives with each objective identifying the key goals in quantitative terms along with numeric and other measurable indicators of progress and a target date for completion, and
- A description of the resource allocation geographically and among different activities.

Resources

- Description of the full range of federal and other resources that are available to assist the City in meeting its housing and community development needs.
 - Federal Resources - expected federal resources to be available to address the needs identified within the Con Plan.
 - Other Resources - resources from private and non-federal public sources that are reasonably expected to be available to address the needs. The Con Plan will include an explanation of how federal resources will leverage additional resources, including a description of how matching requirements of HUD programs will be satisfied.

Institutional Structure

- Description of the strategy to overcome the gaps in the institutional structure for carrying out its strategy for addressing its priority needs.

Goals

- Summaries of the objectives the City intends to initiate and/or complete during the five-year period. For each objective, the Con Plan will identify proposed accomplishments and quantitative outcomes, as provided in the IDIS Goal Outcome Indicators (GOI).

Public Housing

- Description of activities to encourage NHA resident involvement in management and to participate in homeownership and how the City will address the needs of public housing.

Barriers to Affordable Housing

- Description of the strategy to remove or ameliorate negative effects of public policies that serve as barriers to affordable housing based on research conducted for the AI.

Homelessness Strategy

The Plan will include a description of the strategy for identifying resources to be used for the following:

- Helping low income families avoid homelessness
- Reaching out to homeless persons and assessing their individual needs
- Addressing the emergency shelter and transitional housing needs of homeless persons, and
- Helping homeless persons make the transition to permanent housing and independent living

Lead-Based Paint Hazards

- Actions proposed or being taken to evaluate and reduce lead-based paint hazards, and a description of how lead-based paint hazard reduction will be integrated into housing policies and programs.

Anti-Poverty Strategy

- Description of the City's goals, programs and policies for reducing the number of poverty level households and how the goals, programs and policies for producing and preserving affordable housing will be coordinated with other programs and services for which the City is responsible and the extent to which they will reduce or assist in reducing the number of households with incomes below the poverty line. How these initiatives will be coordinated with other programs will be concisely summarized.

Monitoring

- Description of the standards and procedures which the City uses to monitor activities to be carried out in furtherance of the Con Plan. The current Monitoring Plan will be utilized, as well as any revisions proposed, will be the basis for this section.

Certifications

- Current certifications required by HUD.

Deliverable #9: Draft Strategic Plan



Task 5. Complete Consolidated Plan Document

Based on feedback from staff, M&L will revise the draft Needs Assessment, Market Analysis and Strategic Plan sections and provide a complete version of the Con Plan to staff. This version will include the Executive Summary (ES) and Process (PR) sections.

Deliverable #10: Con Plan Document

Task 6. Annual Action Plan (AP 15-90)

Expected Resources

- A concise summary of the federal resources expected to be available including grant funds, anticipated program income, and other resources such as private and non-federal public sources that are reasonably expected to be available to carry out the Strategic Plan over the course of the program year. M&L will explain how federal funds will leverage these additional resources.

Annual Goals and Objectives

- A summary of the specific goals the City intends to initiate and/or complete within the program year.

Allocation Priorities

- The City's allocation priorities and how the proposed distribution of funds will address the priority needs and goals of the Strategic Plan.

Method of Distribution

- Description of the criteria used to select grant applications, the relative importance of these criteria, how resources will be allocated among funding categories, threshold factors and grant size limits, and outcome measurements expected as a result of the method of distribution.

Projects

- Preparation of the Proposed Project Pages

Geographic Distribution

- Generate a series of GIS maps to indicate geographically how the City will provide direct assistance to LMI and minority concentrated areas during the program year.

Affordable Housing

- Specify goals for the number of homeless, non-homeless, and special needs households to be provided affordable housing within the program year, indicate the number of affordable housing units that will be provided by program type, including rental assistance, production of new units, rehabilitation of existing units, or acquisition of existing units.



Public Housing

- Describe what actions the City will take in the program year to carry out the public housing portion of the Strategic Plan.

Homeless and Other Special Needs Activities

- One-year goals and the specific action steps to be undertaken in the program year to carry out the homeless strategy outlined in SP-60 Homelessness Strategy. The Annual Plan will also describe the one-year goals and specify the activities to be undertaken to serve the housing and supportive service needs of non-homeless populations who require supportive housing.

Barriers to Affordable Housing

- Planned actions to remove or ameliorate the negative effects of local policies that serve as barriers to affordable housing. M&L will summarize appropriate barriers identified in the City's concurrent AI for this purpose.

Other Actions

- Planned actions to carry out the strategies outlined in the Con Plan relative to fostering and maintaining affordable housing, evaluating and reducing lead-based paint hazards, reducing the number of poverty-level families, developing institutional structure, enhancing coordination and identifying obstacles to meeting underserved needs and propose actions to overcome those obstacles.

Program-Specific Requirements

- The method of distribution, including all selection criteria for funding, how CDBG resources will be allocated among funding categories, the threshold factors and grant limits to be applied.

Deliverable #11: Draft Annual Action Plan

Task 7. Revisions to Annual Action Plan

Based on feedback, M&L will revise the draft Annual Plan and prepare the document for public display.

Task 8. Public Comment Period & Public Hearing

Once the revised planning documents are provided to the Agency for the public comment period, M&L will initiate the IDIS entry process. Based on our experiences using the eCon Planning Suite, the later IDIS entry occurs in the development of the documents, the more efficient the process.

Following the comment period, we will collaborate with staff to address comments received and incorporate them into the final documents as required.

Task 9. Submission to HUD & Deliverables

Electronic submission of these two documents to HUD will occur on or before May 13, 2020 in collaboration with staff.



Final deliverables to the Agency will include all electronic files and up to five copies of the final version submitted to HUD.

Deliverable #12: Final CP/AAP Documents submitted to HUD

Task 10. Technical Support during HUD's Review

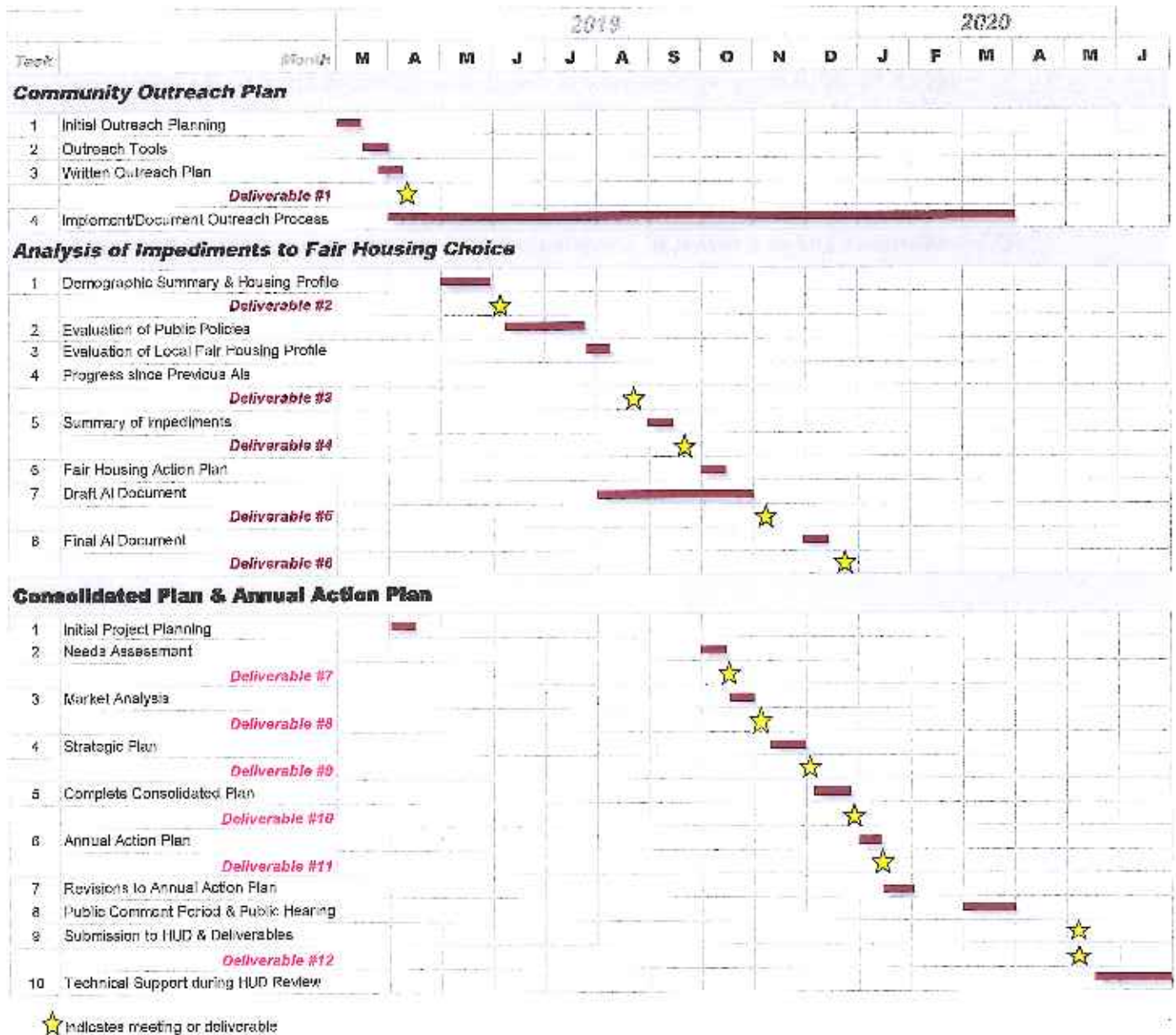
M&L will remain available to the Agency throughout the 45-day HUD review period for the Con Plan and Annual Action Plan. We will assist in responding to any HUD questions that may arise relative to these documents.



Timeline

Our proposed schedule included on the following page assumes a contract start date of March 12, 2019 along with delivery of the completed deliverables to the Agency by February 13, 2020 for a timely HUD submission date of May 13, 2020. A more detailed Project Schedule can be provided upon contract award.

Included in our project timeline is a series of partial document drafts (see Deliverables 2 through 9, specifically). These are provided as a way for M&L to reach interim milestones and as a means of providing periodic updates to our client on how our project team is making progress toward the final deliverables.





Statement of Qualifications

Consolidated Plans & Annual Action Plans

M&L has prepared more than 100 Consolidated Plans for nearly 80 entitlements representing 17 separate HUD offices. Our in-depth experience with consolidated planning enables M&L to devise practical housing and community development strategies. Our deep familiarity with the CDBG and HOME Programs enables us to develop recommendations for investment strategies that are tailored to the unique characteristics of a grantee community. Since 2012 M&L has assisted its clients in creating Consolidated Plans, Annual Plans and CAPERs in HUD's eCon Planning Suite. Our staff is thoroughly familiar with the process and system requirements. In most cases, our staff submits the documents to HUD on behalf of the grantees.

A full list of our completed Consolidated Plans is included on the following page.

M&L Consolidated Planning Clients by HUD Office & Population

NEW YORK		SAN ANTONIO		PITTSBURGH	
New Rochelle, NY	77,062	Bexar County, TX	440,000	Allegheny County, PA	897,354
Yonkers, NY	195,972	Round Rock, TX	112,840	Essex County, PA*	181,412
OMAHA		Williamson County, TX	422,679	Erie, PA*	103,717
State of Iowa	3,090,416	ATLANTA		Johnstown, PA*	13,906
Iowa City, IA	62,220	Columbus/Muscogee County, GA	189,885	McKeesport, PA	19,718
Sioux City, IA	82,885	Henry County, GA	212,730	Mill Creek Township, PA*	52,121
Waterloo/Cedar Falls, IA*	107,742	BALTIMORE		Pittsburgh, PA	306,878
PHILADELPHIA		Annapolis, MD	35,838	Washington County, PA*	202,897
Abington Township, PA	35,310	Bowie, MD	58,227	Westmoreland County, PA*	380,095
Allentown, PA	170,443	Hagerstown, MD*	39,766	RALEIGH	
Danvers Township, PA*	60,427	BUFFALO		Raleigh, NC	12,709
Berks County, PA	373,638	Amherst/Cheektowaga/Oranawanda, NY	284,159	Cumberland County, NC	119,975
Bucks County, PA	621,643	Buffalo, NY	267,310	Fayetteville, NC	195,734
Carlisle, PA	19,162	Erie County, NY	380,068	High Point, NC	104,590
Chester, PA	35,988	Hamburg, NY	55,935	RICHMOND	
Cumberland County, PA	241,242	Rochester, NY	210,621	Hampton, VA	137,448
Dauphin County, PA	251,798	CHICAGO		Harrisonburg, VA*	48,914
New Castle County, DE	566,779	McHenry County, IL	308,760	Lynchburg, VA	75,558
Norristown, PA	34,370	Oak Park, IL	52,524	Waynesboro, VA	21,054
Reading, PA	87,575	COLUMBUS		NEWARK	
Williamsport, PA*	30,706	Dayton/Kelleyville, OH	197,723	Atlantic City, NJ*	39,416
Wilmington, DE	71,462	Springfield, OH	60,573	Atlantic County, NJ*	214,146
York, PA*	40,220	Youngstown, OH	66,909	Bloomfield, NJ	47,683
Delaware County, PA	552,126	DENVER		Camden County, NJ	443,139
Parson, PA	26,263	Colorado Springs, CO	416,427	Jersey City, NJ	240,055
Hazleton, PA*	23,320	Rapid City, SD	68,667	Monia County, NJ	445,217
Lancaster County, PA	312,090	FORT WORTH		Green City, NJ*	15,378
Lower Merion Township, PA	14,800	Waco, TX	125,120	Pasippany-Troy Hills, NJ	53,515
Montgomery County, PA*	250,097	JACKSONVILLE		Pasaic County, NJ*	505,672
KANSAS CITY		Brevard County, FL	378,088	Paterson, NJ	115,151
State of Kansas	2,907,000			Wayne Township, NJ	55,049
Wyandotte Co/Kansas City, KS	163,369				

* Denotes more than one Consolidated Plan prepared for the client

Fair Housing Planning

M&L has prepared more than 100 Analyses of Impediments to Fair Housing Choice for an array of client communities including cities, counties, metro areas, and states. In some cases, M&L has prepared successive AI documents for the same client (denoted in the following chart with *). Most recently, we completed four Assessment of Fair Housing documents (denoted with **), three of which received acceptance letters from HUD before the issuance of HUD's notice on January 5, 2018 to extend the submission until after October 2020.

M&L has also prepared AIs for two public housing authorities. In 2011, our firm completed an AI for the Aurora Housing Authority in Aurora, IL. AHA was working toward the demolition and redevelopment of the former Jericho Circle public housing community. The Authority engaged our services to ensure that the proposed project would not perpetuate residential segregation patterns in the city.

In 2013, we completed the AI for the **Norwalk Housing Authority** to assist NHA in fulfilling the requirements of an agreement with HUD to review its policies and procedures for discriminatory provisions.

M&L Fair Housing Clients by Population

States

New York (includes analysis of HUD entitlement AIs and an AI devoted to the State's CHSG-DR program)	19,795,791
Iowa (exclusive of HUD entitlement cities)	3,090,416
Delaware (includes the City of Wilmington, City of Dover and New Castle County entitlement entities)	885,122
Vermont (exclusive of the City of Burlington)	583,324

Multi-jurisdictional & Regional

Baltimore Regional Commission (includes Baltimore City, Baltimore County, Harford County, Howard County and Anne Arundel County entitlement entities)	1,881,823
Piedmont Triad Region in North Carolina (covers 12-county region including entitlement cities of Burlington, Greensboro and High Point and the Surry HOME Consortium)	1,641,142
Hampton Roads, VA (covers seven HUD entitlement cities, including Norfolk, Hampton, Newport News, Portsmouth, Suffolk, Virginia Beach, and Chesapeake, VA)*	1,349,673
Wake County / City of Raleigh / Town of Cary, NC / Housing Authority of the County of Wake / Raleigh Housing Authority	998,601
Erie County / Town of Hamburg / ACT Consortium (Amherst, Cheektowaga, Tonawanda), NY	664,132
City of Canton / Stark County, OH HOME Consortium*	379,234
Waterloo / Cedar Falls, Iowa HOME Consortium*	104,892
Parkersburg / Wood County / Vienna, WV HOME Consortium	34,168

M&L Fair Housing Client	Pop.	M&L Fair Housing Client	Pop.
Urban Counties		Cities above 100,000	
Allegheny County, PA	925,686	City of Yonkers, NY	195,979
Cuyahoga County, OH	876,488	City of Columbus / Muscogee County, Ga	189,885
Prince George's County / City of Bowie, MD*	820,852	Cities of Moline, IL / Rock Island, IL / Davenport, IA	183,311
Montgomery County, PA	750,097	City of Joliet, IL	152,812
Bucks County / Bensalem Township, PA	621,643	City of Naperville, IL	144,864
Will County, IL*	530,097	City of Waterbury, CT	110,189
Passaic County / Wayne Township, NJ	505,672	City of High Point, NC	104,596
Morris County / Parsippany, NJ	499,727	City of Erie, PA*	103,717
Chester County, PA	498,886	Cities under 100,000	
Williamson County, TX	422,679	City of Roanoke, VA	97,032
Berks County, PA*	373,638	City of Sioux City, IA	82,831
Westmoreland County, PA*	369,993	City of New Rochelle, NY**	77,067
Lehigh County, PA	312,090	City of Lynchburg, VA	75,568
McHenry County, IL	308,760	City of Evanston, IL	74,486
Cumberland County / Fayetteville, NC	302,963	City of Bethlehem, PA	71,329
Erie County, PA (includes the City of Erie and Millcreek Township entitlement entities and eight non-entitlement communities)	280,794	Gloucester Township, NJ	64,350
Atlantic County, NJ	252,552	City of Iowa City, Iowa	62,220
Dauphin County, PA**	251,798	City of Gaithersburg, MD	59,880
Travis County, TX	242,519	Lower Merion Township, PA	59,850
Cumberland County / Carlisle Borough, PA	241,212	City of Council Bluffs, IA	58,268
Henry County, GA*	217,739	City of Rocky Mount, NC**	55,466
Washington County, PA*	202,897	Village of Oak Park, IL	52,524
Beaver County, PA*	181,412	Millcreek Township, PA	52,121
Cities above 100,000		City of Cleveland Heights, OH	49,958
City of Colorado Springs, CO	416,427	City of Harrisonburg, VA**	48,914
City of Cleveland, OH	393,806	Atlantic City, NJ	39,416
City of Sarasota / Sarasota County, FL	373,448	City of Annapolis, MD	35,838
City of Fort Wayne, IN	265,904	City of Atlantic City, NJ*	35,770
City of Buffalo, NY	261,310	City of Williamsport, PA	30,706
City of Jersey City, NJ	240,065	City of Easton, PA	26,263
		City of Lebanon, PA	24,461
		City of Johnstown, PA*	23,906
		City of Hazleton, PA*	23,329
		City of Ocean City, NJ*	15,378

Recent examples of our AI and AFH work products are highlighted are the following pages.

Harrisonburg, VA

ASSESSMENT OF FAIR HOUSING, 2016

The City of Harrisonburg and the Harrisonburg Redevelopment and Housing Authority collaborated on **one of the first Assessments of Fair Housing in the nation**, marking a sea change in the way municipalities approach fair housing issues. M&L led an extensive public engagement process and analyzed data about segregation, poverty, neighborhood opportunity, persons with disabilities, publicly supported housing, and more. The goals resulting from the AFH process included **expanding housing choice, increasing homeownership, improving transit, and strengthening enforcement**. The accompanying metrics were used by the City and HRHA to **guide strategic funding decisions for the next five years**.



mandl.net/projects/harrisonburg-afh

Dauphin County, PA

ASSESSMENT OF FAIR HOUSING, 2016

Dauphin County's Department of Community and Economic Development and Housing Authority partnered together to prepare a Joint Assessment of Fair Housing. After extensive data analysis, M&L **identified the major factors that contributed to fair housing** across the county. The recommendations designed to help the county address these factors included **expanding housing choice, updating zoning codes, investing in outreach and enforcement, improving access for the persons with disabilities, and confronting affordable housing opposition**. DCED and HACD relied on these recommendations to construct their next five-year strategic plans.



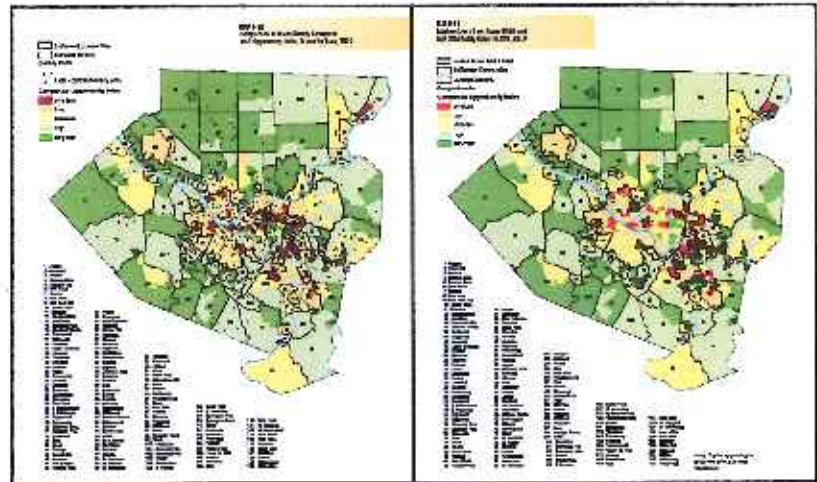
mandl.net/projects/dauphin-county-afh

Allegheny County, PA

ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE, 2015

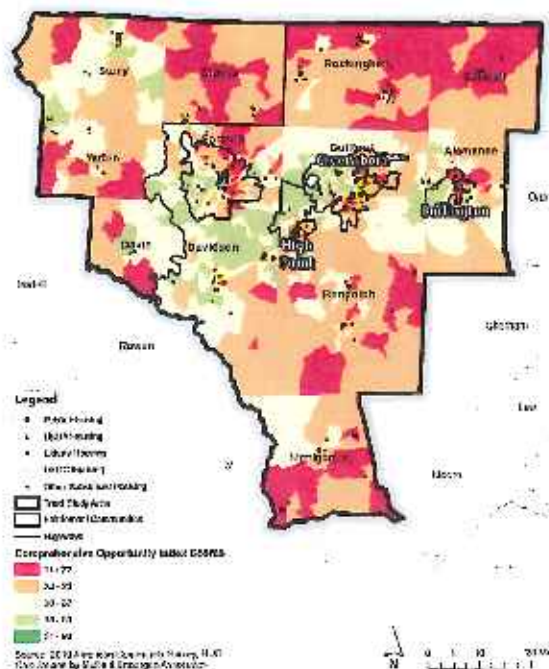
Aided by an extensive stakeholder consultation process, Allegheny County set the context for this analysis as expanding access to housing opportunities. Allegheny Places, the County's first comprehensive land use plan, was taken as a model for **incorporating equal opportunity principles**.

Using the result of this analysis, Allegheny County Economic Development will carry out their federal programs in ways that attempt to balance the **revitalization of impacted areas** with the creation of **new affordable housing choices in high-opportunity areas**.



mandl.net/projects/allegheny-county-ai

MAP 30:
LOCATION OF ASSIGNED HOUSING INVENTORY



Piedmont Triad Region, NC

REGIONAL ASSESSMENT OF FAIR HOUSING, 2014

A **regional effort**, this study covered the Cities of Burlington, Greensboro, and High Point, and the Surry HOME Consortium, all of which receive federal funds directly from HUD, as well as 67 other municipalities and 12 counties within the Triad region that are eligible for HUD funding through the state. From our data analysis, M&L identified a **clear disconnect** between concentrated areas of poor, non-white households and communities with relative "opportunity." Among the priorities identified in the AFH to increase housing choice were **expanded public transportation, sustainable employment opportunities** close to needy neighborhoods, and more **affordable and accessible housing for both renters and homeowners** in higher opportunity areas.

mandl.net/projects/piedmont-afh

New Rochelle, NY

ASSESSMENT OF FAIR HOUSING, 2017

Despite being within one of the wealthiest counties in New York State and only a 30 minute commute to Midtown Manhattan, the City of New Rochelle has retained its own local character and relative affordability. However, the city is not immune to regional trends and is now experiencing **new residential development downtown** in a significant way for the first time. As a result, residents are worried about the **potential for displacement affecting low-income and non-white communities**. In addition to the standard analysis required for any AFH, this project called for special **strategies to manage the city's standalone Housing Choice Voucher program and Affordable Housing Fund**.

mandl.net/projects/new-rochelle-afh

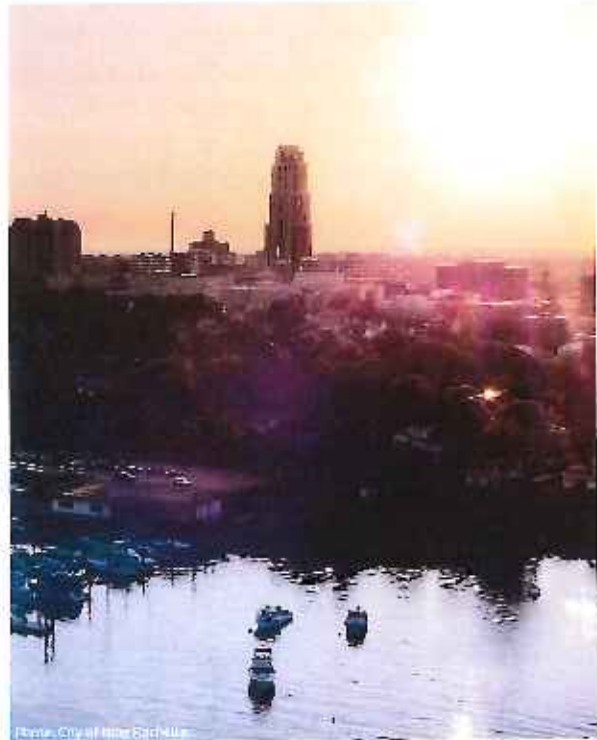


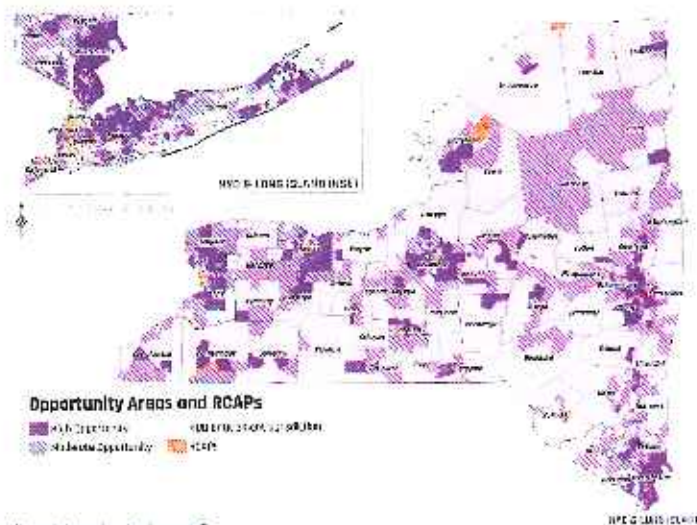
Photo: City of New Rochelle

State of New York

ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE, 2016

M&L led a team of over 40 experts across eight firms to produce two unique AI documents for New York State Homes and Community Renewal (HCR). In addition to the components standard to every AI, HCR's principal AI included a detailed **investigation of the design of**

their own policies and programs, as well as an unprecedented **multi-point analysis of the AI of every HUD entitlement in the state**. A second AI was comprised of only those counties that received CDBG Disaster Recovery funding following the series of severe weather events in 2011-2012, and included an **in-depth assessment of the Governor's Office of Storm Recovery's implementation of the CDBG-DR program**.

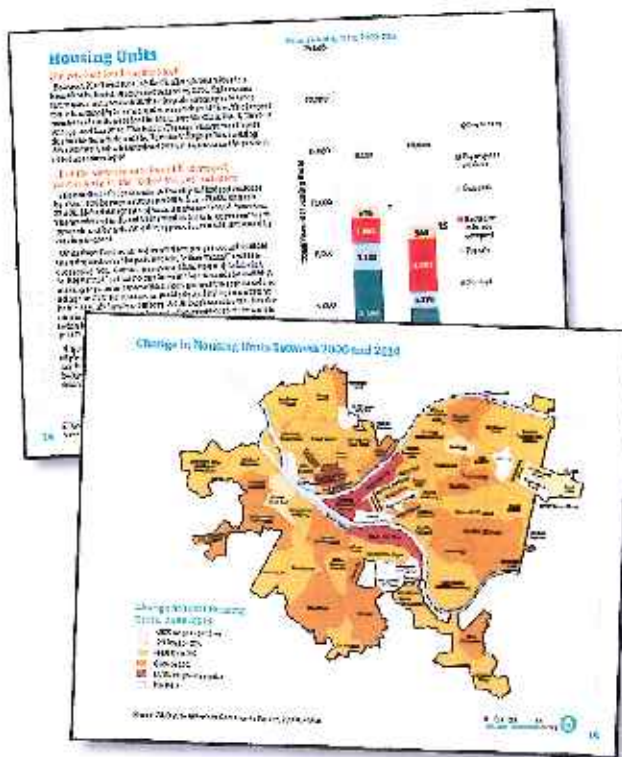


mandl.net/projects/nys-ai

Housing Studies

M&L has prepared affordable housing analyses, housing needs assessments, workforce housing studies, and housing market analyses in a variety of settings.

These work products demonstrate our capabilities relative to data collection and statistical analysis. Some of these assessments were designed to assist the client in complying with HUD Five-Year Consolidated Plan and fair housing planning requirements. Others were designed to assist state housing finance agencies in establishing housing policy. Each of these assignments involved a data-driven analysis of housing need and affordability at various household income levels. Highlights of our more recent housing studies are included on the following pages.



mandl.net/projects/pittsburgh-hna

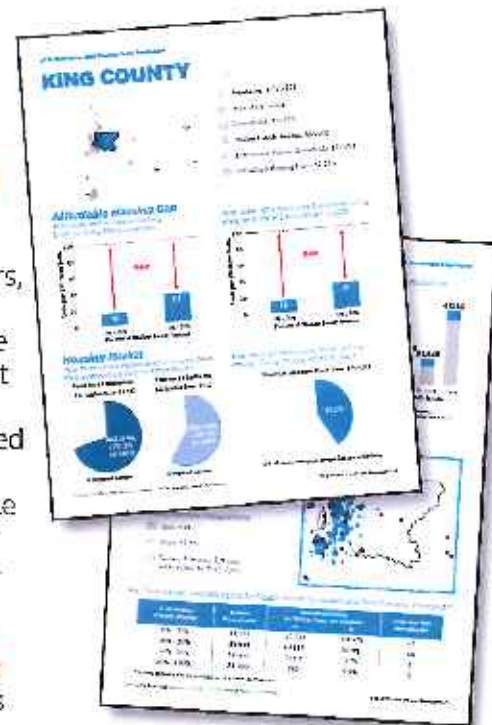
Pittsburgh, PA

HOUSING NEEDS ASSESSMENT, 2016

The City of Pittsburgh created the Affordable Housing Task Force in 2015 to **assess the current and future landscape of housing affordability** in the city, evaluate current programs and initiatives to produce new affordable units and preserve existing ones, and make recommendations to the Mayor and City Council. M&L worked with the Task Force's Needs Assessment subcommittee to study and analyze the **data, trends, and characteristics associated with the local housing market**. This involved describing supply and demand, identifying housing gaps, and **modeling residents' vulnerability to displacement** at the neighborhood level. The Task Force used the final report to support and inform the policy recommendations present to Council and the Mayor.

State of Washington HOUSING NEEDS ASSESSMENT, 2015

Prepared for the Affordable Housing Advisory Board, the Department of Commerce, and the Housing Finance Commission, this study was an **innovative and exhaustive accounting of housing affordability** in Washington State. To maximize the usability of the report for legislators and affordable housing practitioners, M&L focused only on select, key indicators of the statewide housing market. In order to answer all of the posed research questions, M&L completed every point of analysis for different income tiers, for both renters and homeowners, and at unique geographies requested by the diverse client team. This meant **adapting and expanding proven techniques**, such as the affordable housing gap analysis popularized by the National Low Income Housing Coalition and Urban Institute. In addition, M&L compiled the most complete and detailed inventory of subsidized housing the state had ever undertaken. The result was a **highly data-driven report** that included a **unique data profile** for all 39 counties as well as 17 urban regions in the state.



mandl.net/projects/washington-hna

CDBG & HOME Technical Assistance

Mullin & Lonergan provides CDBG and HOME technical consulting services on a regular basis to about 30 core HUD entitlement communities. Typically, we function as an extension of the grantee's staff. Our clients call upon us frequently to provide advice and background information relative to regulatory issues, both CDBG and HOME, as well as other federal requirements such as procurement and contracting, acquisition, relocation, environmental compliance, labor compliance, and equal opportunity.

M&L's clients rely on our staff's experience in CDBG and HOME issues. Whatever the project or question, chances are good that members of our firm have been involved in similar projects with other clients. We have worked extensively with CDBG since the program's inception in 1974 and with the HOME Program since its beginning in 1991. We help our clients to resolve eligibility and statutory objective issues in the early stages of a project, which helps to eliminate problems or make problems more manageable when and if they occur. We often provide alternative strategies toward a specific client objective, then assist the client in selecting a preferred course of action.



Certain CDBG and HOME responsibilities are highly complex and may require third-party support. For example, utilizing CDBG funds in support of economic development activities can be quite challenging. We assist our clients in evaluating the potential problems and rewards of these higher risk activities. We also assist in structuring relationships with sub-recipients. We prepare subsidy layering analyses and written agreements in support of HOME activities. If grantee activities result in monitoring or audit findings, we assist our clients with resolving these issues.

Recently, our technical services have included developing Policy & Procedure Manuals for clients to assist in the administration of their CDBG and HOME Programs. We also have developed similar manuals for the environmental review process to assist clients in this aspect of their entitlement grant administration.

M&L has assisted clients with the design and implementation of local procedures for both CDBG and HOME Programs. This has included preparing local applications and development of related forms to assist in review, selection and award process. Examples of our work include:

- **City of Trenton NJ:** The city hired M&L to address various HUD CDBG and HOME timeliness and expenditure issues. Our work included identifying higher-cost eligible projects that could be funded and implemented immediately. We worked with CDBG/HOME staff and other city departments to prepare a local RFP for contractors to solicit bids on a number of streets projects and the rehabilitation of local senior centers to be funded with CDBG funds. We worked with the Public Works Department to identify qualified streets and determine the number that could reasonably be expected to be paved by in-house employees and those that would have to be completed by outside contractors. M&L reviewed the bid specs for regulatory compliance and assisted the City in reviewing the proposals. We also assisted with the selection of contractors based on bids received.
- **Beaver County, PA:** M&L developed a set of local HOME program forms that the county uses to request developers to complete as part of their local HOME RFP process. The forms assist in obtaining the required information on affordable housing projects in order to make funding determinations, determine HOME eligibility and prepare a HOME subsidy layering analysis. This has streamlined the county's HOME program and made it more efficient from a management standpoint.
- **City of Palm Bay, FL:** M&L assisted the city with the preparation of a CDBG and HOME Policy and Procedures manual. As part of the preparation of this document, M&L worked with city staff to identify the local procedure for awarding CDBG funds to sub-recipients. This included developing new local forms needed to document CDBG compliance with bidding and awarding of funds.

Many clients rely on M&L's understanding of other funding programs to leverage CDBG and HOME funds. We use our knowledge of state and federal housing and economic development programs to provide value to our clients every day. Our complete CDBG/HOME client list is included in Appendix A of our proposal.



Experience in Connecticut

M&L has previously worked with HUD grantees in Connecticut:

- In 2013 we completed the Analysis of Impediments to Fair Housing Choice for the **City of Waterbury**.
- In 2013 we also prepared the AI for **Norwalk Housing Authority**.

Currently, we are under contract with the **Connecticut Housing Finance Authority** to prepare a statewide housing needs assessment.

Proposed Staffing Plan

The M&L project team consists of four professional staff. Every member of our team brings specialized skills to the assignment. We assign tasks and sub-tasks to team members based on their expertise, interest and experience. Marjorie Willow, AICP will serve as Principal-in-Charge of this assignment. Serving as Project Manager will be Christine DeRunk.

Our project management model involves the establishment of internal deadlines that occur 10-14 days prior to a deadline for a client deliverable. This cushion allows for adequate editing, as well as time to conduct project run-throughs on data analysis, presentational logistics, etc.

Once internal deadlines are established, weekly or bi-weekly project meetings are conducted with all assigned staff to answer questions, address unforeseen issues, resolve problems with research or mapping, re-adjust a methodology if preliminary results are unexpected or suspected to be in error, etc. Such frequent internal staff meetings ensure continuous dialogue among project staff members and the opportunity to identify small problems long before they snowball into larger, unmanageable issues.

Personnel	Role	Responsibilities
Marjorie Willow, AICP Principal marjoriew@mandl.net	Principal-in-Charge	Primary client liaison; fair housing planning expert; oversight of community engagement, meeting presentations; final document quality
Christine DeRunk christined@mandl.net	Project Manager	Research and analysis, community engagement initiatives, drafting document
Maggie Clark maggiec@mandl.net	Housing & Community Development Specialist	Research and analysis, community engagement initiatives, drafting document
Sean Rohrer seanr@mandl.net	Housing & Community Development Specialist	Research and analysis, drafting document

Marjorie Willow, AICP

Marjorie Willow is a Principal of M&L. She began her career as an intern with M&L while completing her Master's in Urban and Regional Planning from the University of Pittsburgh. Upon graduation, she assumed a full-time position in the firm's Philadelphia office where she prepared comprehensive plans, zoning ordinances, and worked extensively with HUD entitlement communities in the eastern U.S.

From 1997 through 2001, Ms. Willow served as the county planning director in Putnam County, WV. During her tenure, she oversaw the expansion of water service to rural areas in one of the fastest-growing counties in the state. Ms. Willow returned to Mullin & Lonergan Associates in August 2004 where she currently is a partner in the firm's Pittsburgh office. She is highly active in housing policy analysis, housing needs assessments and fair housing analyses. She serves as principal-in-charge and project manager for all housing studies undertaken by M&L. She has served as the Principal-in-Charge or Project Manager for many of the Consolidated Plan contracts.

Her recent assignments include Con Plans for Brunswick, GA, Canton, OH, Greene County, OH, and Williamson County, TX. She is also currently leading project teams for housing studies in Louisville, KY, the State of Connecticut, the State of West Virginia, and Manassas, VA. She completed the Norwalk Housing Authority AI in 2013.

Education	Master of Urban & Regional Planning University of Pittsburgh; 1991	Bachelor of Arts, Political Science University of New Orleans; 1989
Professional Experience	Mullin & Lonergan Associates, Inc. Principal Pittsburgh, PA; 2004 – present	Benatec Associates Senior Planner; 2001 – 2004
	Putnam County, WV Office of Planning and Infrastructure Director; 1997 – 2001	City of Huntington, WV Dept. of Development & Planning Community Planner; 1995 – 1997
	Mullin & Lonergan Associates, Inc. Urban Planner Pittsburgh, PA; 1991-1994	
Affiliations	American Institute of Certified Planners American Planning Association	Pennsylvania Planning Association

Maggie Clark

Maggie Clark is relatively new to Mullin & Lonergan Associates having graduated in 2017 from Pratt Institute in Brooklyn, NY with a Master of Science in City & Regional Planning. Her areas of focus during post-graduate studies included local economic development, land use and participatory processes. She served as editor of *MultipliCity* and was a teaching assistant for Thesis and Methods courses. She was previously employed as a Community Economic Development Consultant with Urbane Development where she executed market studies for feasibility analyses of retail anchors in underserved areas. This involved conducting primary qualitative research with economic development stakeholders and analyzing quantitative socioeconomic and housing data from neighborhood to the MSA scale.

Maggie's tenure with Fund for the City of New York was also noteworthy with its opportunity for conducting research and crafting policy recommendations to the Street Vendor Task Force as part of the Second Avenue Business Turnover study.

Her recent Con Plan assignments include Millcreek Township, PA, Passaic County, NJ, Greene County, OH and Williamson County, TX. Her housing study assignments include Manassas, VA, Louisville, KY, the State of Connecticut, and the State of West Virginia.

Education	<i>Master of Science in City & Regional Planning</i> Pratt Institute; 2017	<i>Bachelor of Arts in International Affairs</i> Northeastern University; 2015
Professional Experience	<i>Mullin & Lonergan Associates, Inc.</i> Housing & Community Development Specialist Pittsburgh, PA; Jan. 2018 – present	<i>Urbane Development</i> Community Economic Development Associate New York, NY; June 2016 – Dec. 2017
	<i>Fund for the City of New York</i> Community Planning Fellow New York, NY; Sept. 2016 – April 2017	<i>St. Nick's Alliance</i> Property & Asset Management Intern Brooklyn, NY; May 2016 – Sept. 2016
	<i>Social Enterprise Fieldwork</i> Micro-Entrepreneurship Consultant Cape Town, South Africa; July 2015	<i>Commonwealth</i> Innovation Program Assistant Boston, MA; Jan. – July 2015

Sean Rohrer

Sean Rohrer is interested in the use of economic principles and data analysis to strengthen organizations through informed decision making. He believes that communication is just as important as the analysis in order to craft the story that data tells. It is through the use of data, data analysis technologies, and excellent communication that he hopes to find and deliver solutions to development problems.

Before joining M&L Sean worked on a project consulting with the Economic Development Growth Engine (EDGE) of Memphis and Shelby analyzing African American owned businesses, and how to increase their competitiveness. He took up the role of primary data analyst conducting research, analysis, and data visualizations for EDGE. He has a Master of Science in Public Policy and Management from Carnegie Mellon University and a Bachelor of Arts in Political Science from the University of Pittsburgh. He also served five years in the U.S. Army as a Medic.

Currently, his assignments include housing studies in Louisville, KY and the State of West Virginia. His AI work includes Stark County, OH, Prince George's County, MD, Greene County, OH and Waco, TX.

Education	Master of Science in Public Policy & Management Carnegie Mellon University; 2017	Bachelor of Arts, Political Science University of Pittsburgh; 2015
Professional Experience	Mullin & Loneragan Associates, Inc. Housing and Community Development Specialist Pittsburgh, PA 2018 - present	Bank of New York Mellon Data Management and Quantitative Analyst Pittsburgh, PA 2017-2018
	Economic Development Growth Engine Data Analyst Memphis, TN 2017	City of Pittsburgh Junior Policy Analyst (Intern) Pittsburgh, PA 2016
	United States Army Medic 2006-2011	

Christine DeRunk

Christine DeRunk is passionate about data-driven decision-making to solve complex societal problems. She has experience with mathematical modeling, techniques for multi-criteria decision-making, statistical analysis and data visualization. These skills pair well with the communication and presentation skills honed by leading a classroom; Ms. DeRunk was a physics teacher, grant writer and project manager for over a decade before making a career change into economic development.

Prior to joining M&L Christine studied at the H. John Heinz III College of Information Systems and Public Policy at Carnegie Mellon University where she was the engagement lead on a project for the Economic Development Growth Engine (EDGE) of Memphis and Shelby County, TN. On this project, she took the lead in building mathematical models, conducting the literature review, and interviewing stakeholders.

Her current projects include Analyses of Impediments to Fair Housing Choice for Brunswick, GA, Westmoreland County, PA and Passaic County, NJ. Other assignments include the Brunswick, GA Con Plan, the Passaic County, NJ AI and the State of West Virginia housing study.

Education

Master of Science in Public Policy and Management

Carnegie Mellon University
2017

Master of Arts, Peace Education

Antioch University McGregor
2008

Bachelor of Arts, Physics

University of Massachusetts - Amherst, 2000

Professional Experience

Mullin & Lonergan Associates, Inc.

Housing and Community Development Specialist
Pittsburgh, PA
2018 - present

Business Forward

Solutions Analyst
Pittsburgh, PA
2017 - 2018

Economic Development Growth Engine

Data Analyst
Memphis, TN
2017

Township of Upper St. Clair

Administrative Intern
Upper St. Clair, PA
2016



Assistance Required from City

During the preparation of these planning documents, M&L will require assistance from City and NHA staff for the following tasks:

- Identifying and inviting community stakeholders to workshops (*M&L will provide the language for the email invite*)
- Reserving meeting spaces for all public meetings and workshops
- Publishing of all public notices as required (*M&L can provide draft notices*)
- Posting and distributing notices and other alerts to encourage community participation (*M&L will provide flyers, email communications, FAQ Sheets, etc.*)
- Providing for any language interpretation needed at stakeholder workshops or public meetings (*M&L can provide English and Spanish versions of meeting agendas, handouts, FAQs, and the online survey*)
- Providing copies of/links to relevant documents and other reference materials needed
- Submitting IDIS Access Form to HUD on behalf of M&L (*M&L will provide the form and forward to staff for completion and submission to HUD*)
- Mailing letters to HUD and CFHC requesting housing discrimination complaint data (*M&L will provide draft letters to staff*)
- Identifying progress achieved since the previous AI
- Timely review and comment on all draft documents provided by M&L
- Placing the final documents on City Council and NHA Board agendas for consideration and action



Client References

Our client references are provided below, including links to our work products completed for each client.

City of Fort Wayne, IN (pop. 265,904)

Analysis of Impediments to Fair Housing Choice - 2017

http://www.fwcommunitydevelopment.org/images/Fort_Wayne_AI_2018.1.16-FINAL-2.pdf

Ms. Kelly Lundberg, Deputy Director
Office of Housing and Neighborhood Services
(260) 427-1127

Kelly.Lundberg@cityoffortwayne.org

City of New Rochelle, NY (pop. 77,062)

Assessment of Fair Housing, Consolidated Plan & Annual Action Plan - 2017

<http://www.newrochelleny.com/DocumentCenter/View/8093>

<https://www.newrochelleny.com/DocumentCenter/View/9792/DRAFT-2018-2022-Consolidated-Plan-and-2018-Action-Plan>

Ms. Margaret Powell, Community Development Director
(914)654-2178

MPowell@newrochelleny.com

City of Harrisonburg, VA (pop. 48,914)

Assessment of Fair Housing, Consolidated Plan & Annual Action Plan - 2016-2017

<https://www.harrisonburgva.gov/sites/default/files/CMO/files/Harrisonburg%20AFH%202016.9.29.pdf>

<https://www.harrisonburgva.gov/cdbg-documents>

Mr. Ande Banks, Deputy City Manager
(540) 432-7701

ande.banks@harrisonburgva.gov



Appendix A: CDBG/HOME Client List

CDBG and HOME Client List

Entitlement/Participating Jurisdiction	State	Category	CP	AAP	CAPER	AI	AFH	ERR	Technical Services
Birmingham	AL	City				◆			
Colorado Springs	CO	City	◆	◆		◆			
Waterbury	CT	City				◆			
Delaware State Housing Authority	DE	State	◆			◆			
New Castle County	DE	County	◆			◆			
Wilmington	DE	City	◆	◆		◆			
Brevard County HOME Consortium	FL	County	◆	◆	◆				
Lake County	FL	County		◆	◆			◆	◆
Palm Bay	FL	City	◆	◆	◆				◆
Sarasota	FL	City				◆			
Sarasota County	FL	County				◆			
Columbus Consolidated Government	GA	City	◆	◆					◆
Henry County	GA	County	◆	◆	◆	◆			◆
Council Bluffs	IA	City				◆			
Davenport	IA	City				◆			
Iowa City	IA	City	◆	◆	◆	◆			
Iowa Economic Development Authority	IA	Region	◆	◆		◆			
Sioux City	IA	City	◆	◆					
Waterloo - Cedar Falls, IA HOME Consortium	IA	Region	◆	◆		◆			
Evanston	IL	City				◆			
Joliet	IL	City				◆			
McHenry County	IL	County	◆	◆					
Moline	IL	City				◆			
Naperville	IL	City					◆		
Oak Park	IL	City	◆			◆			
Rock Island	IL	City				◆			
Will County	IL	County				◆			
Fort Wayne	IN	City				◆			
Kansas Department of Commerce	KS	State	◆	◆		◆			
Wyandotte County & Kansas City Unified Govt.	KS	City	◆	◆					
Annapolis	MD	City	◆			◆			
Arundel Community Services, Inc.	MD	Org.				◆			
Baltimore County	MD	County				◆			
Bowie	MD	City	◆	◆		◆			
Gaithersburg	MD	City				◆			
Prince George's County	MD	County				◆			
Grand Rapids	MI	City	◆	◆					
Jackson	MI	City	◆	◆					
Burlington	NC	City	◆	◆		◆		◆	
High Point	NC	City	◆			◆		◆	
Piedmont Triad Region	NC	Region				◆			

CDBG and HOME Client List

Entitlement/Participating Jurisdiction	State	Category	CP	AAP	CAPER	AI	AFH	ERR	Technical Services
Rocky Mount	NC	City	◆	◆			◆		
Wake County	NC	County				◆			
Atlantic County Improvement Authority	NJ	County	◆	◆	◆	◆		◆	◆
Camden County	NJ	County	◆	◆	◆	◆			◆
Gloucester Township	NJ	City				◆			
Jersey City	NJ	City	◆	◆	◆				◆
Monmouth County	NJ	County							◆
Morris County	NJ	County	◆	◆	◆	◆			◆
Ocean City	NJ	City	◆	◆	◆	◆		◆	◆
Parsippany - Troy Hills Township	NJ	City	◆	◆	◆	◆			◆
Passaic County	NJ	County	◆	◆	◆	◆		◆	◆
Paterson	NJ	City	◆	◆	◆				◆
Trenton	NJ	City	◆	◆					◆
Wayne Township	NJ	City	◆	◆	◆	◆		◆	◆
Buffalo	NY	City	◆	◆		◆			
County of Erie, ACT HOME Consortium	NY	Region	◆	◆		◆			
New Rochelle	NY	City	◆	◆		◆	◆		
New York (State of)	NY	State				◆			
Rochester	NY	City	◆						
Yonkers	NY	City	◆			◆			
Cleveland	OH	City				◆			
Cleveland Heights	OH	City				◆			
Cuyahoga County	OH	County				◆			
Dayton/Kettering, OH - HOME Consortium	OH	Region	◆	◆					
Springfield	OH	City	◆						
Abington Township (Montgomery County)	PA	City	◆			◆		◆	
Allegheny County	PA	County	◆	◆	◆	◆			
Allentown	PA	City	◆	◆		◆			
Beaver County	PA	County	◆	◆	◆	◆		◆	◆
Bensalem Township	PA	City	◆	◆		◆		◆	◆
Berks County	PA	County	◆	◆	◆	◆		◆	◆
Buck County	PA	County				◆			
Carlisle Borough (Cumberland County)	PA	City	◆	◆		◆			
Chester	PA	City	◆	◆		◆			
Chester County	PA	County				◆		◆	
Coal Township	PA	City						◆	◆
Cumberland County	PA	County	◆	◆		◆			
Dauphin County	PA	County					◆		
Dauphin County Housing Authority	PA	Org.						◆	
East Stroudsburg	PA	City						◆	◆
Easton	PA	City		◆	◆			◆	◆
Erie	PA	City	◆	◆	◆	◆		◆	◆

CDBG and HOME Client List

Entitlement/Participating Jurisdiction	State	Category	CP	AAP	CAPER	AI	AFH	ERR	Technical Services
Erie County	PA	County				◆			◆
Hazleton	PA	City	◆	◆	◆	◆		◆	◆
Hazleton Housing Authority	PA	Org.						◆	◆
Jeannette	PA	City							◆
Johnstown	PA	City	◆	◆	◆	◆		◆	◆
Lebanon County	PA	County						◆	◆
Lehigh County	PA	County	◆	◆	◆	◆		◆	◆
McKeesport	PA	City	◆			◆		◆	◆
McKeesport Housing Authority	PA	Org.						◆	◆
Millcreek Township	PA	City	◆	◆		◆			
Montgomery County	PA	County	◆	◆	◆	◆		◆	◆
Montgomery County Redevelopment Authority	PA	Org.							◆
New Kensington Redevelopment Authority	PA	Org.							◆
Norristown	PA	City	◆						
Philadelphia Redevelopment Authority	PA	Org.							◆
Pittsburgh	PA	City	◆	◆					
Pittston Redevelopment Authority	PA	Org.						◆	◆
Pottsville	PA	City		◆				◆	◆
Pottsville Housing Authority	PA	Org.						◆	◆
Reading	PA	City	◆	◆	◆	◆		◆	◆
Redevelopment Authority of County of Washington	PA	County	◆	◆	◆	◆		◆	◆
Reilly Township	PA	City							◆
Rush Township (Carbon County)	PA	City						◆	◆
Schuylkill County	PA	County						◆	◆
Schuylkill Township (Schuylkill County)	PA	City						◆	◆
Shamokin	PA	City						◆	◆
Somerset County Redevelopment Authority	PA	Org.						◆	
St. Clair Borough (Schuylkill County)	PA	City						◆	◆
Union County	PA	County							◆
Uniontown Redevelopment Authority	PA	Org.						◆	◆
Waynesboro	PA	City						◆	◆
Westmoreland County	PA	County	◆	◆	◆	◆		◆	◆
Williamsport	PA	City	◆	◆	◆	◆		◆	◆
York	PA	City	◆	◆	◆	◆		◆	◆
Bexar County	TX	County	◆	◆					
Corpus Christi	TX	City	◆	◆					
Round Rock	TX	City	◆	◆					
Travis County	TX	County				◆			
Waco	TX	City	◆	◆					
Williamson County	TX	County	◆	◆		◆			
Hampton	VA	City	◆	◆		◆			
Hampton Roads Region	VA	Region				◆			

CDBG and HOME Client List

Entitlement/Participating Jurisdiction	State	Category	CP	AAP	CAPER	AI	AFH	ERR	Technical Services
Harrisonburg	VA	City	◆			◆	◆		
Lynchburg	VA	City	◆	◆		◆			
Portsmouth	VA	City							◆
Roanoke	VA	City				◆			
Waynesboro	VA	City	◆	◆					
Vermont Agency of Commerce & Community Dev.	VT	State				◆			
Parkersburg	WV	City				◆			



Appendix B: Required Form

An executed Certificate of Non-Collusion and Statement of Tax Compliance form is included on the following page.

CITY OF NORWALK, CONNECTICUT

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or any other organization, entity, or group of individuals.



Signature of individual signing proposal

Northeast & Bucks Company T/A Mullin & Lonergan Associates

Business or company name

STATEMENT OF TAX COMPLIANCE

Pursuant to any local, state, or federal laws, I hereby certify under penalties of perjury that I, to the best of my knowledge and belief, have complied with all laws and obligations relating to governmental tax liabilities.



Signature of individual signing proposal

02.25.19

Date

City of Norwalk, CT **Fee Proposal**

Due: March 1, 2019

MULLIN &
LONERGAN
ASSOCIATES
INCORPORATED

50th
ANNIVERSARY
1969 - 2019

800 Vinial Street, Suite 8414
Pittsburgh, PA 15212

www.mandi.net



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Fee Proposal

M&L proposes to complete the Analysis of Impediments, Consolidated Plan and Annual Plan for a lump sum, not-to-exceed fee of \$49,200, all the details of which are included on the following page. M&L invoices on a monthly basis for the percentage of each task completed.

M&L welcomes the opportunity to negotiate the scope and budget for this contract.

M&L agrees to the Redevelopment Agency withholding a partial payment for the Consolidated Plan and Annual Plan until HUD approves these documents, however, we object to the proposed withholding for the Analysis of Impediments document because HUD may never approve it.

Norwalk, CT		Mullin & Lonergan				
		Principal		Professional Staff		
		@ \$195/yr		@ \$135/yr		TOTAL
Community Outreach Plan						
1	Initial Outreach Planning	4	\$ 780	4	\$ 540	\$ 1,320
2	Outreach Tools	2	\$ 390	4	\$ 540	\$ 930
3	Written Outreach Plan	4	\$ 780		\$ -	\$ 780
4	Implementation & Documentation of Outreach Process	32	\$ 6,240	32	\$ 4,320	\$ 10,560
	Sub-total	42	\$ 8,190	40	\$ 5,400	\$ 13,590
Analysis of Impediments to Fair Housing Choice						
1	Demographic Summary & Housing Profile	1	\$ 195	24	\$ 3,240	\$ 3,435
2	Evaluation of Public Policies	4	\$ 780	48	\$ 6,480	\$ 7,260
3	Evaluation of Local Fair Housing Profile	1	\$ 195	4	\$ 540	\$ 735
4	Progress Achieved since Previous AI	1	\$ 195	4	\$ 540	\$ 735
5	Summary of Impediments	2	\$ 390	4	\$ 540	\$ 930
6	Fair Housing Action Plan	4	\$ 780	8	\$ 1,080	\$ 1,860
7	Draft AI Document	2	\$ 390	2	\$ 270	\$ 660
8	Final AI Document	2	\$ 390	2	\$ 270	\$ 660
	Sub-total	17	\$ 3,315	96	\$ 12,960	\$ 16,275
Consolidated Plan & Annual Action Plan						
1	Initial Project Planning	1	\$ 195	1	\$ 135	\$ 330
2	Needs Assessment	1	\$ 195	20	\$ 2,700	\$ 2,895
3	Market Analysis	1	\$ 195	20	\$ 2,700	\$ 2,895
4	Strategic Plan	4	\$ 780	32	\$ 4,320	\$ 5,100
5	Complete Consolidated Plan	4	\$ 780	8	\$ 1,080	\$ 1,860
6	Annual Action Plan	1	\$ 195	16	\$ 2,160	\$ 2,355
7	Revisions to Annual Action Plan	1	\$ 195	2	\$ 270	\$ 465
8	Public Comment Period & Public Hearing	1	\$ 195	2	\$ 270	\$ 465
9	Submission to HUD & Deliverables		\$ -	2	\$ 270	\$ 270
10	Technical Support during HUD Review		\$ -		\$ -	\$ -
	Sub-total	14	\$ 2,730	103	\$ 13,905	\$ 16,635
	TOTAL	73	\$ 14,235	239	\$ 32,265	\$ 46,500
Reimbursable Expenses (air, rental car, hotel, per diem, reproduction)						\$ 2,700
Total						\$ 49,200

THE PLANNING COMMITTEE OF THE COMMON COUNCIL

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

TO: MEMBERS OF THE NORWALK COMMON COUNCIL
FROM: TAMI STRAUSS, DIRECTOR OF COMMUNITY DEVELOPMENT PLANNING
DATE: MARCH 8, 2019
RE: WALL STREET-WEST AVENUE REDEVELOPMENT PLAN

On March 7, 2019 the Planning Committee of the Common Council approved advancement of the Wall Street-West Avenue Redevelopment Plan to the Common Council for approval.

Overview

In spring 2017 the Redevelopment Agency began the process of restating the Redevelopment Plans for Wall Street and West Avenue. These two ten-year plans were last updated in 2004 and 2006 respectively. In 2016 the Plans were approved by the appropriate City bodies to be extended while a new Plan was being prepared.

This proposed Redevelopment Plan, is in accordance with CT state statute 8-127, identifying areas of potential development and providing design guidelines to promote and retain neighborhood character to encourage beneficial area investments.

Public Engagement

To guide the plan development process, a core working group composed of representatives from City boards, commissions and agencies, neighborhood institutions, and business owners and residents served as an advisory group to the Agency and Regional Plan Association on plan research, stakeholder engagement, visioning, policy setting and plan recommendations. The Redevelopment Agency and RPA met with the working group monthly over the course of the development of the plan to share research, discuss ideas and develop the plan's vision and policies and worked closely together to revise the recommendations of the Plan. There were 9 meetings of the working group between March 2017 and July 2018. Specific dates can be found on page 8 of the Plan document.

In addition to the working group, the Redevelopment Agency and RPA conducted focus groups and one-on-one stakeholder conversations with residents, developers and banks, government agencies and institutions, businesses and social service organizations in order to gain a deep understanding of the multiple viewpoints on the current status and desired future of the Wall Street and West Avenue areas. A business owner survey was distributed in order to gain an understanding of the needs and concerns of existing businesses in the area. There were 15+ meetings with stakeholders in addition to the business survey. A full list of stakeholders and meeting dates can be found on page 8 of the Plan document.

A list of working group members and stakeholders can be found on Page 2 of the Plan document.

Public Comment Timeline

November 13, 2018: Public comment period began
December 11, 2018: The Planning Commission determined the Plan to be consistent with the existing and draft Plan of Conservation and Development (POCD)

January 8, 2019: A Public Hearing was held at the meeting of the Norwalk Redevelopment Agency. Nearly 40 people attended the public hearing, with 17 offering public comment regarding the Plan.

January 10, 2019: Public comment period ended

Comments received during the comment period have been incorporated into the final plan draft that accompanies this memo.

In addition to the Public Comment period, The Plan was reviewed at the meetings of the Planning Committee six times between 2018 and 2019.

February 1, 2018: RPA provided an overview of the demographic and socioeconomic data analysis and the land use, zoning, infrastructure and mobility/connectivity analyses that were undertaken as part of the planning process. RPA reviewed the qualitative data gathered through the community engagement process and to discuss a vision for the neighborhood and draft plan policies.

June 7, 2018: Review of the five Opportunity Sites identified in the Plan – the former YMCA site at 370 West Avenue; West Avenue between Merwin and Chapel Streets; Wall Street-West Avenue-Leonard-Commerce Streets; Wall Street between High and Main Streets; Library and adjacent sites. These sites have been identified for their development potential, land area, and location on primary commercial corridors.

November 1, 2018: A draft version of the Plan was provided to and reviewed with Planning Committee members

December 6, 2018: The Connecticut Economic Resource Center (CERC) reviewed the findings of the Market Feasibility Study included with the Plan

January 3, 2019: Staff reviewed the Plan with Planning Committee members

February 7, 2019: Staff reviewed the areas of the Plan to be addressed in response to the comments and questions gathered during the public comment process.

Preliminary Approval Schedule

March 12, 2019: Agency approval of the Plan (anticipated)

Requested Action: Approve the Wall Street-West Avenue Redevelopment Plan