

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 25, 2020

III. PUBLIC PARTICIPATION

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS:

APPOINTMENTS:

Brian Kaspr, Arts Commission
Diana Revolus, Fair Rent Commission
Matt Gifford, Harbor Management
Babar R. Sheikh, Oak Hills Park Authority

REAPPOINTMENTS:

Alan L. Kibbe, Harbor Management
Dennis J. Santella, Harbor Management

MAYOR'S REMARKS:

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS:

APPOINTMENTS:

REAPPOINTMENTS:

Haroldo V. Williams, Ethics Board
Miklos P. Koleszar, Ethics Board

B. CONSENT CALENDAR:

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

VII. COMMON COUNCIL COMMITTEES

A. HEALTH AND PUBLIC SAFETY COMMITTEE

1. Authorize the Mayor Harry W. Rilling, to execute any and all documents necessary to apply for and accept grant funds from the State of Connecticut Department of Transportation, in the amount of \$49,669.92. Account to be determined.
2. Authorize the Police Chief, Thomas Kulhawik, to execute any and all agreements, documents, instruments and amendments thereto as may be necessary to implement all programs through the State of Connecticut Department of Transportation High Visibility Distracted Driving Grant, pursuant to such grant funding.
3. Authorize the Purchasing Agent, Sharon Connors, to execute a purchase order on behalf of the Police Department, to CI Technologies for the purchase of IAPRO software as per Sole Source procurement request, for an amount not to exceed \$12,200.00. Account #013049-5234.
4. Authorize the Police Chief, Thomas Kulhawik, to execute any and all agreements, documents or amendments as may be necessary to implement IAPRO on a sole source procurement basis.
5. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to execute a service agreement with LexisNexis Coplogic Solutions, Inc.
6. Authorize the Mayor, Harry W. Rilling, upon recommendation and review by the Corporation Counsel and/or Assistant Corporation Counsel to execute Memorandum of Understandings between the Norwalk Police Department and other agencies for the purpose of permitting other agencies to use and access the Norwalk Police Department firing range for training purposes.

B. COMMUNITY SERVICES AND PERSONNEL COMMITTEE

1. Approval of and Vote on City Procedure for Compliance with Public Act No. 19-111.

C. PUBLIC WORKS COMMITTEE

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 for DPW Capital Projects related to the Paving Program (paving, sidewalks, drainage, etc), for an amount not to exceed \$210,850.00.

Account No. 09 18 4021 5777 C0021
 09 19 4021 5777 C0021
 09 20 4021 5777 C0021
 09 19 4021 5777 C0318

09 20 4021 5777 C0318
09 20 4027 5777 C0302

2. Authorize the Mayor, Harry W. Rilling, to execute a lease agreement with the State of Connecticut Department of Transportation at no cost for the construction of a parking lot as part of State Project 102-350 Norwalk River Valley Trail – Phase 2.
3. Authorize the Chief of Operations and Public Works, to purchase Household Food Composting Kits for Pilot Foods Scrap Collection Program from Special Revenue Account No. 03 00 00 2612 (Reserve for Recycling Support), for a sum not to exceed \$10,000.00. Money collected from the sale of these composting kits will be deposited back into the same special revenue account.

D. LAND USE AND BUILDING MANAGEMENT COMMITTEE

- 1a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Champion Maintenance Contractor for New Canaan Avenue Fire Station improvement project for a total not to exceed \$191,250.00. Account #09153110 5777 C0557
- 1b. Authorize the Fire Department to issue change orders on the contract for a total not to exceed \$19,125.00
- 2a. Authorize the Mayor, Harry W. Rilling, to execute a Contract with All State Construction, LLC for the Norwalk Police Headquarters – Roof Top Mechanical Equipment Replacement Project for a total not to exceed \$30,112.00. Account #09207100 5777 C0137
- 2b. Authorize the Office of Building Management to issue change orders on the contract for a total not to exceed \$3,011.00.
3. "Rescind: Common Council action of January 14, 2020 Item VII.D. 3a&b to correct the name of the company from "Universal Business Services LLC" to "Universal Building Services, LLC". The corrected action shall read as follows:
 - a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Universal Building Services, LLC for a total not to exceed \$64,839.96. Funds are available from account 0914 4071 5777 C0439.
 - b. Authorize the Office of Building Management to issue change orders on the contract for a total not to exceed \$6,483.00

X. MOTIONS POSTPONED TO A SPECIFIC DATE

X. SUSPENSION OF RULES

XI. ADJOURNMENT

APPOINTMENTS

ARTS COMMISSION	M/C	Nwlk. Code 17A
BRIAN KASPR (D) 173 Ponus Avenue Norwalk, CT 06850		Term Expires – 7/11/2020 Replaces Jennifer Bangser
FAIR RENT COMMISSION	M/C	Nwlk. Code 39
DIANA REVOLUS (D) 53 Woodward Avenue Norwalk, CT 06854		Term Expires – 7/01/2022 Replaces Manny Langela Regular
HARBOR MANAGEMENT	M/C	Nwlk. Code 69
MATT GIFFORD (R) 3 River Drive Norwalk, CT 06855		Term Expires – 12/03/2023
OAK HILLS PARK AUTHORITY	M/C	Nwlk. Code 73-2
BABAR R. SHEIKH (D) 22 Van Ness Street Norwalk, CT 06850		Term Expires – 6/24/2021 Replaces Isaac Stroandt

REAPPOINTMENTS

ETHICS BOARD	C	Chapter 32-12
HAROLDO V. WILLIAMS (D) 62 Bayne Street Norwalk, CT 06851		Term Expires – 3/10/2023
MIKLOS P. KOLESZAR (R) 4 New Canaan Way Norwalk, CT 06850		Term Expires – 3/10/2023
HARBOR MANAGEMENT	M/C	Nwlk. Code 69
ALAN L. KIBBE (R) 1 Singing Woods Road Norwalk, CT 06850		Term Expires – 12/31/2023
DENNIS J. SANTELLA (R) 131 Winfield Street Norwalk, CT 06855		Term Expires – 12/31/2023

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

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

I. ROLL CALL

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

Council at Large:	Mr. Gregory Burnett	Ms. Dominique Johnson
	Mr. Manny Langella	Mr. Nick Sacchinelli
	Ms. Barbara Smyth	

District A:	Mr. David Heuvelman	Kadeem Roberts
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District B:	Ms. Darlene Young	
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District C:	Mr. John Kydes	Mr. George Theodoridis
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District D:	Mr. George Tsiranides	Mr. Tom Keegan
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District E:	Mr. Thomas Livingston	Ms. Lisa Shanahan
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At Roll Call there were fourteen (14) Common Council members present and one (1) absent (Mr. Dumas).

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

II. ACCEPTANCE OF MINUTES

Special Meeting: February 11, 2020

**** MS. SHANAHAN MOVED TO ACCEPT THE MINUTES AS PRESENTED
** MOTION PASSED WITH ONE (1) ABSTENTION (MR. KYDES)**

Regular Meeting: February 11, 2020

**** MS. SHANAHAN MOVED TO ACCEPT THE MINUTES AS PRESENTED
** MOTION PASSED UNANIMOUSLY**

III. PUBLIC PARTICIPATION

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

Ms. Jill Aventis spoke in support of the operating budget and said resources are stretched very thin. As a homeowner, she said she was tired of having the same conversation every year. She submitted a study showing that home values are tied to school performance.

Mr. Rene Soto spoke in favor of the operating budget and funding art education.

Ms. Eva Valaz said she and her husband chose to move to Norwalk. They are both teachers in affluent towns and they've defended Norwalk's schools, noting they are thrilled with all the staff their children come into contact with. She said they need the support of a full budget. As a taxpayer, that is what she wants to see.

Ms. Meaghan Hopkins talked about the times she came before different boards to ask for funding. She said Norwalk has stepped up and is the top performing urban school in the State. She said people need to stay in Norwalk. When she sees growth in Norwalk, she questions why the school budget can't be funded. She said she is concerned there is a disproportionate amount ending up in the rainy-day fund.

Mr. Erik Fischman of the Norwalk Immigration Coalition read letters from two ELL students asking for support of the ELL budget.

Ms. Emma Aponte, seventh grade student explained how funding has helped her and asked for the Board of Education budget to be funded.

Ms. Sarah LeMieux, Chair, Norwalk Board of Education said she was 100% in support of an audit/efficiency system that will look for ways to be more efficient. She said they all inherited an unfair situation that perpetuates unfairness. She said the new Board of Education is committed to improving the system. She said it would be helpful to think of what is being requested as necessary and not as frivolous new items.

Ms. LeMieux said they are bringing in a new superintendent who is ready to work with the City as partners. She asked that the Board of Education be funded.

Mr. Tyler Fairbanc said he was upset by Mr. Sacchinelli's proposal last week at the Finance Claim Committee's meeting. He said he does not want his tax dollars wasted and talked about the gift cards and unused supplies. He noted that Naramake is forever scrambling for supplies and sends his child to school with supplies. He urged the Common Council to abandon the thoughts of holding \$5 million hostage. He said he was fully in support of an audit.

Ms. Barbara Myer Mitchell, Norwalk Board of Education said that Norwalk Public Schools enhance property values. She told the Common Council members that it was imperative they support the schools to the best of their ability. She said she promises that the board of Education will work hard during this reconciliation process. She added that she hoped the Representatives would help achieve funding for the ELL students.

Ms. Myer Mitchell said the Common Council agreed they had a need in November and approved the special appropriation. She said it was important to engage a corporation that specializes in schools. There should be collaboration across the boards to bridge the gap. She said she wants to avoid a year when the Board of Education is not fully funded and the City ends up with a surplus. She proposed they work collaboratively to find one time costs to use the rainy day fund.

Ms. Jeannine Randolph talked about Naramake and said they are fighting for the revision of the gym/auditorium/cafeteria. She said there are a lot of issues and does not want to be in a position to fight for Naramake when it would be taken away from another school. There needs to be a plan to work together as a community. She said she understood this was difficult, but asked the Common Council members to think about the schools.

Ms. Sarah Macinte spoke in support of the Board of Education and said she left last week's Finance Claims Committee meeting very disappointed. She said she was impressed by the Norwalk Public Schools and speaking as a taxpayer, said it was important to invest in the schools. She said she had 308 signatures in support of the Board of Education's budget.

Ms. Gloria Neiderer spoke on behalf of 14 people on the Fox Run Governance Council who asked for the Board of Education budget to be funded. She said the students at Fox Run experienced a drop in test scores and requested a math instructional coach. She said Fox Run experienced turnover in the Intervention Team and she would like to see funding for the full-time positions.

Mr. Erik Neiderer said the kids are the most important members of the community. He spoke about analytics and asked what was wrong with the Board of Education's ask. He said he was fiscally conservative and said they did not need \$60,000 for Wi-Fi in the buses or \$500,000 for a change in start time. He said that regarding ELL students, we are community that should follow the law for the ELL students, regardless of their immigration status.

Ms. Robinson spoke about the need for parents to come before the Common Council to ask for funding. She said she was here as a taxpayer who wants to see the schools funded. She said she was all for building a new school, but if it is not funded, families will leave. She talked about the rainy day fund and how the PTAs have to raise fund to help defray costs.

Mr. Jim Napoli said that he is here every year to ask for funding for the Board of Education's budget. He said a Realtor told him that the Norwalk School system has taken a huge leap because of the current administration, but every year there is a slash. He said he disagreed with Mr. Sacchinelli's grandstanding, but agreed there should be an audit.

Mr. Adam Blank asked the Common Council to substantially fund the Board of Education's request. He said he was disappointed at the new Finance Director's comments and hopes that will not become standard fare. He said there have been some complaints about the burden on the taxpayers. He said he came up with average property tax for surrounding towns and said they pay twice as much as Norwalk.

Mr. Bryan Meek said there was a structural problem in Norwalk with the rainy day fund. He said that he would like to see the City allocate part of it to accommodate population growth.

Ms. Ali Griffin asked her daughter, Ellie Griffin to talk in support of the Board of Education budget. Ellie said she loves her school and asked the Common Council members to not cut the funds and find a way to make the schools better.

Ms. Donna Smirniotopoulos said she has a lot of empathy for the parents. She said the City is being asked to give the Board of Education all the funding they asked for. She said she does not know how the money that was budgeted was accounted for. She said the City is legally bound to provide a free education, but has not heard from Hartford.

She said the City should be asking for funding because Norwalk is being shortchanged. She asked what is Hartford doing to help Norwalk to do right by the ELL students.

Ms. Flemming said she likes the diversity in Norwalk and does not want to move.

Ms. April Winerstrong read a letter sent to the Common Council this week defining the work investment. She asked to invest in the children and the Town. She said this infighting is trifling. She said supporting the Board of Education's budget is important. Taxpaying families are moving away to get away from our schools.

Ms. Kiara Brown, Brien McMahon student said she has a lot of experience with situations in school that cause people to struggle. She said so many teachers gave up on her and the teacher who cared about the students, helped her to succeed. She said a lot of students are ready to drop out or hurt themselves, because they feel no one listens to them. She asked the Common Council to consider supporting the schools to be sure they are successful.

No other members of the public wished to speak.

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS: There were none this evening.

APPOINTMENTS: There were none this evening.

REAPPOINTMENTS: There were none this evening.

MAYOR'S REMARKS:

Mayor Rilling announced that the Arts Commission will open its first Mayor's Gallery exhibit of the year on February 26, 2020. The exhibit will feature a photographic history of the Norwalk Fire Department. On March 3, 2020, Stepping Stones Museum for Children will mark its 20th Anniversary with a celebration of community partnerships. On March 4, 2020, the Public Library will commemorate Women's History Month. The Mayor thanked everyone who held events and activities in Norwalk to celebrate Black History Month.

V. COUNCIL PRESIDENT

Ms. Smyth thanked all of the speakers and said they were heard.

B. CONSENT CALENDAR:

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

VII.A.1, VII.A.3, VII.A.4, VII.A.5, VII.A.6, VII.A.7A, VII.A.7B, VII.A.8, VII.A.9, VII.A.10, VII.B.1, VII.B.2, VII.B.3

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

VII. COMMON COUNCIL COMMITTEES

A. RECREATION, PARKS AND CULTURAL AFFAIRS COMMITTEE

1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT WITH N.I.C.E., INC. FOR THE USE OF OYSTER SHELL PARK FOR THEIR ANNUAL N.I.C.E. FESTIVAL TO BE HELD SATURDAY, JULY 11, 2020 FROM 11:00 AM – 10:00 PM WITH SET UP TO BEGIN AT 6:00 AM SATURDAY, JULY 11, 2020 WITH TEAR DOWN NO LATER THAN 11:00 PM SATURDAY, JULY 11, 2020. ESTIMATED ATTENDANCE 4,000

3. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT WITH THE LEUKEMIA AND LYMPHOMA SOCIETY FOR THE USE OF CALF PASTURE BEACH FOR THEIR ANNUAL LEUKEMIA AND LYMPHOMA SOCIETY LIGHT THE NIGHT EVENT TO BE HELD SATURDAY, OCTOBER 24, 2020 FROM 9:00 AM – 11:00 PM. SET-UP TO BEGIN FRIDAY, OCTOBER 23, 2020 9:00 AM WITH TEAR DOWN NO LATER THAN 11:00 PM SATURDAY, OCTOBER 24, 2020. ESTIMATED ATTENDANCE 1,000

4. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT WITH MULTIPLE MYELOMA RESEARCH FOUNDATION FOR THE USE OF TAYLOR FARM FOR THEIR ANNUAL MMRF TEAM FOR CURES 5K WALK/RUN TO BE HELD SATURDAY, JUNE 13, 2020 FROM 7:30 AM – 11:00 AM. SET-UP TO BEGIN FRIDAY, JUNE 12, 2020 AT 8:00 AM WITH TEAR DOWN NO

LATER THAN 5:00 PM SATURDAY, JUNE 13, 2020. ESTIMATED ATTENDANCE 1,000

5. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT WITH COACHMAN ROD & CUSTOM CAR CLUB OF NORWALK, CT FOR THEIR USE OF CALF PASTURE BEACH ON TUESDAY, MAY 12, 2020 WITH A RAIN DATE OF THURSDAY, MAY 14, 2020, TUESDAY, JUNE 9, 2020 WITH A RAIN DATE OF THURSDAY, JUNE 11, 2020, TUESDAY, JULY 7, 2020 WITH A RAIN DATE OF THURSDAY, JULY 9, 2020, AND TUESDAY, AUGUST 11, 2020 WITH A RAIN DATE OF THURSDAY, AUGUST 13, 2020. ESTIMATED ATTENDANCE 800 PER SHOW.

6. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A LEASE AGREEMENT WITH THE STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION AT NO COST FOR THE PURPOSE OF CONSTRUCTING A PORTION OF THE NORWALK RIVER VALLEY TRAIL FROM GRIST MILL ROAD NORTH TO THE CITY BORDER WITH WILTON.

7A. AUTHORIZE THE PURCHASING AGENT TO ISSUE A PURCHASE ORDER TO UNITED CONCRETE PRODUCTS INC. FOR THE NATHAN HALE PRE-FABRICATED RESTROOM/CONCESSION BUILDING AS A SOLE SOURCE REQUEST FOR A SUM NOT EXCEED \$153,090. ACCOUNT #09206030-5777-C0518.

7B. AUTHORIZE THE DIRECTOR, RECREATION AND PARKS, TO ISSUE CHANGE ORDER TO UNITED CONCRETE PRODUCTS INC. FOR THE NATHAN HALE PRE-FABRICATED RESTROOM/CONCESSION BUILDING FOR A SUM NOT TO EXCEED \$15,309.00. ACCOUNT #09206030-5777-C0518.

8. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT WITH DEROSA SPORTS CONSTRUCTION INC. FOR PROJECT #3979 FLAX HILL BASKETBALL COURT AND NATHAN HALE MIDDLE SCHOOL TENNIS COURTS RENOVATION FOR A SUM NOT EXCEED \$206,085.00(FLAX HILL BASKETBALL COURTS \$99,425.00, NATHAN HALE MIDDLE SCHOOL TENNIS COURTS \$106,660.00). ACCOUNT #'S 09176030-5777-C0321, 09186030-5777-C0321, 09196030-5777-C0321, AND 09206030-5777-C0321.

9. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT WITH STANTEC CONSULTING SERVICES INC. FOR PROJECT #3984 BROAD RIVER PARK ATHLETIC FIELD

DESIGN SERVICES FOR A SUM NOT TO EXCEED \$91,350. ACCOUNT #09206030- 5777-C0658.

10. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT WITH STANTEC CONSULTING SERVICES INC. FOR PROJECT #3985 CONSULTING AND DESIGN SERVICES FOR A TURF SOFTBALL FIELD AT BRIEN MCMAHON HIGH SCHOOL FOR A SUM NOT TO EXCEED \$45,000.00. ACCOUNT #09206030-5777-C0659.

B. FINANCE AND CLAIMS COMMITTEE

1. ACCEPT AND APPROVE THE REPORT OF THE CLAIMS COMMITTEE DATED: FEBRUARY 13, 2020

2. FOR INFORMATIONAL PURPOSES ONLY: NARRATIVE ON TAX COLLECTIONS DATED FEBRUARY 13, 2020.

3. FOR INFORMATIONAL PURPOSES ONLY: MONTHLY TAX COLLECTOR'S REPORT DATED: JANUARY 2020.

**** MOTION PASSED UNANIMOUSLY**

VII. COMMON COUNCIL COMMITTEES

Due to a potential conflict of interest, Ms. Johnson recused herself and left the Common Council Chambers.

A. RECREATION, PARKS AND CULTURAL AFFAIRS COMMITTEE

**** MS. YOUNG MOVED TO APPROVE THE FOLLOWING ITEMS:**

2A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT WITH TRIANGLE COMMUNITY CENTER FOR THE USE OF MATHEWS PARK FOR THE 2020 PRIDE IN THE PARK TO BE HELD SATURDAY, JUNE 6, 2020 FROM 8:00 AM – 11:00 PM. SET UP TO BEGIN FRIDAY, JUNE 5, 2020 AT 10:00 AM WITH TEAR DOWN NO LATER THAN 12:00 MIDNIGHT SATURDAY, JUNE 6, 2020. ESTIMATED ATTENDANCE 6,500

2B. APPROVE THE USE SHOW MOBILE BY TRIANGLE COMMUNITY CENTER FOR THE 2020 PRIDE IN THE PARK TO BE HELD FRIDAY, JUNE 5, 2020 FROM 8:00 AM – 11:00 PM.

**** MOTION PASSED UNANIMOUSLY**

Ms. Johnson returned to the Common Council Chambers.

Mr. Kydes asked for a recess at 8:58 p.m.

The meeting resumed at 9:07 p.m.

B. FINANCE AND CLAIMS COMMITTEE

4. RESOLUTION:

Mr. Burnett explained that the Finance Claims Committee held a meeting last week and moved to forward the following resolution. He said the goal was to keep the tax rates as low as possible and to maintain, and in some cases, improve services. This included an \$8 million draw down from the rainy-day fund. He said it was essential that the draw down not impact the City's AAA bond rating.

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

WHEREAS, SECTION 1-289 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 OPERATING 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, 2020 SHALL BE NO MORE THAN \$368,763,931. THIS APPROPRIATION CAP REPRESENTS TOTAL EXPENDITURES OF \$385,630,101 LESS ESTIMATED INTERGOVERNMENTAL GRANTS OF \$16,866,170.

BE IT FURTHER RESOLVED THAT THE RESULT OF THIS VOTE AND RESOLUTION, TOGETHER WITH THE ATTACHED 2020-21 BUDGET GUIDE, BE FORWARDED BY THE CLERK OF THE CITY OF NORWALK TO THE BOARD OF ESTIMATE AND TAXATION.

Mr. Langella thanked everyone who came out. He said this is a very difficult item to discuss and said he witnessed the lack of transparency. He said he can't get answers that he needs to make a decision. Mr. Langella said they need to keep in mind the need to

look at cost savings from the Board of Education and to stop looking at the rainy-day fund to pay bills. In addition, they need to be aware of the debt obligations. Mr. Langella said that as much as they have a responsibility to the students, they also have an obligation to the taxpayers.

Mr. Livingston thanked everyone for coming out. He said the people ask him what is the hardest part of being on the Common Council and he said it is trying to reconcile all the requests. He said that the reality is that you can't. He said he has to consider the taxpayers and would like to see things funded on the City side. He said he ran on an education platform and said that this Common Council and its predecessors supported the Board of Education.

Mr. Livingston said they are not talking about cuts, but are talking about the size of the increase. He noted that what is put in this year's budget has to be put in next year's budget. He said he takes comfort that the Board of Education agreed to an operations review that will look for efficiencies on both sides. Mr. Livingston said that it was important to note, this is not a financial audit. He said that Mr. Hamilton is extremely professional.

Mr. Tsiranides said he heard a lot about programs, but wanted to talk about the unrepresented residents in Norwalk – the elderly. He said he hears what people are saying about the schools, but they need to think about the people who live paycheck to paycheck and are struggling.

Mr. Sacchinelli said this is challenging. He said the public spoke for the students. He said he made a recommendation on Thursday and was demonized for it. Mr. Sacchinelli said that what was not pointed out was his question about why the money did not go to the kids. He said the Common Council can't address where the funds go. He said the spending is unsustainable. He said that he did not propose a cut, but asked for accountability.

Mr. Sacchinelli said the Board of Education is on board for an operational review and that was what he hoped for.

Ms. Smyth said she understood Mr. Sacchinelli received a lot of information which asked about wasted spending on the part of the Board of Education. She said she was stunned to hear from Fox Run parents about their test scores and said it was concerning. As an Educator, she said she wants the money to go to the kids.

Ms. Smyth talked about unfunded mandates and said that has been going on for a long time.

Ms. Smyth spoke to Mr. Hamilton and said that he felt his integrity was in question. She said she did not take Mr. Dachowitz' presentation that way and said his integrity was never in question.

Ms. Smyth said it is really easy as teachers to question what comes down from the Central Office. As a Common Council member, she had an opportunity to work with Dr. Adamowski and others and was impressed by their commitment to education. It all boils down to balance and working together.

Ms. Smyth said they have a new Board of Education and a commitment to be more transparent. She said she supports the Mayor's recommended budget.

Mr. Kydes said he was very torn with this budget. The numbers are higher than he has seen in the last 10 years and this level is not sustainable. He noted that transparency and cost effective are not words used by the Board of Education. He said they need to find a way to serve the children and the taxpayers.

Mr. Kydes said he saw the implementation of a lot of initiatives and they have been hit or miss, but they came at a high cost. He said that going forward, he hoped the Board of Education spent the money for efficiently. He said he wants to keep the money in the classroom and benefit the children.

Mr. Heuvelman said being here was eye opening. He said he was responsible for 90,000 relatives and has to weigh those priorities. He said it breaks his heart to hear about Fox Run School. The biggest takeaway is the animosity in this process. He said that moving forward, they need to bridge the gaps in communication. He said they are all Team Norwalk.

Ms. Shanahan said the presentations by the parents and children were compelling. She said she hoped the Board of Education would cooperate with the Common Council next year. She said they were all disappointed in how this went. This is not sustainable and they may have to find other ways.

Mr. Roberts said the students are our future doctors, teachers, Police officers and Fire fighters. He said it was about balanced and open communication.

Ms. Young said people questioned if the Common Council listens to them. She said they listen and will continue to listen. She said they did not cut the budget and this was not done undercover. The ask was bigger, but there were concessions. She said she looks forward to working with the new Superintendent.

Ms. Young said she worked with Mr. Hamilton on the City side and he brought a different perspective. She said she appreciated all his hard work for the children and residents. She said she would like to see this process change.

Ms. Smyth spoke to the parents and said a number of years ago, the administration only cared about breaking the teachers Union. She said they came very far and during Mayor Rilling's administration, they funded a lot of initiatives.

Mr. Sacchinelli emphasized that as challenging as it was, it was made easier by Board of Education members trying to make this process better.

Mayor Rilling thanked the teachers who give of themselves and deserve our gratitude. He said that some speakers said that year after year they have to come to the Common Council to beg for funding. He said that it hasn't been contentious and they created a relationship that minimizes contention.

Mayor Rilling said he hears about people living on fixed incomes whose taxes keep going up. He said the most difficult part of being Mayor is creating a budget and raising taxes. He said that two weeks ago \$2.2 million was cut from the City budget. Currently the rainy-day fund is \$63 million, but it will come down to \$55 million. He said they can't keep drawing down on it. He said it has been a very challenging time. He thanked Mr. Hamilton and Mr. Dachowitz.

Mayor Rilling said this is the single largest allocation in one year for the Board of Education.

**** MOTION PASSED UNANIMOUSLY**

The members of the Common Council went into Executive Session at 9:45 p.m. to discuss the following item.

**2. APPOINTMENT OF MATTHEW SAPIENZA, ESQ. AS ASSISTANT CORPORATION COUNSEL (PLEASE SEE ATTACHED LETTER)
EXECUTIVE SESSION**

The members of the public left the Common Council chambers.

The members of the Common Council came out of Executive Session at 9:58 p.m.

During Executive Session no motions were made and no votes were taken.

**** MS. SMYTH MOVED TO APPROVE THE APPOINTMENT OF
MATTHEW SAPIENZA, ESQ. AS ASSISTANT CORPORATION
COUNSEL**

**** MOTION PASSED UNANIMOUSLY**

A. GENERAL COUNCIL BUSINESS:

- ** MS. SMYTH MOVED TO AUTHORIZE THE NORWALK LAW DEPARTMENT TO FILE AN OFFER OF COMPROMISE AS PROPOSED BY THE CORPORATION COUNSEL IN THE LAWSUIT TITLED CITY OF NORWALK AND CITY OF NORWALK REDEVELOPMENT AGENCY VS. ILSR OWNERS, LLC AND WALL ST, OPPORTUNITY FUND, LLC, DOCKET NO. EST-CV18-6038249-S, WHICH IS PENDING IN THE STAMFORD-JUDICIAL DISTRICT AT STAMFORD.**
- ** MOTION PASSED UNANIMOUSLY**

X. MOTIONS POSTPONED TO A SPECIFIC DATE

There were none.

XI. SUSPENSION OF THE RULES

There were none.

- ** MR. KYDES MOVED TO ADJOURN**
**** MOTION PASSED UNANIMOUSLY**

There was no further business and the meeting was unanimously adjourned at 10:00 p.m.

ATTEST: _____
Donna King, City Clerk

BRIAN KASPR

173 Ponus Ave.
NORWALK, CT
06850

cell - 414.803.9308

work - 347.457.6227

website - bkaspr.com

instagram - @bkaspr

Skills

SIGN PAINTING
HAND LETTERING
CALLIGRAPHY
SCREEN PRINTING
AIRBRUSHING
PHOTOSHOP
ILLUSTRATOR
POWER TOOLS
INDESIGN
OSX
DEMO DERBIES



Overview

PASSIONATE ARTIST & DESIGNER SEEKS A SEAT ON THE NORWALK ARTS COMMISSION. I HAVE SPENT THE PAST 9 YEARS BUILDING A WALLPAPER COMPANY & GROWING MY FREELANCE CAREER. I ENDEAVOR TO APPLY MY PROFESSIONAL & CREATIVE EXPERIENCE TO GROWING THE ARTISTIC COMMUNITY & AWARENESS IN NORWALK.

Professional Experience

2006 - PRESENT - FREELANCE DESIGNER

- WORKED WITH PRIVATE & CORPORATE CLIENTS ON DESIGN, COMMISSIONS, & LIVE PAINTING EVENTS.

2009 - PRESENT - CO-OWNER - FLAT VERNACULAR WALLPAPER

- DESIGN & PRODUCE WALLPAPER & FABRIC LINES.
- MANAGE PRODUCTION & EMPLOYEES.
- DEVELOP & GROW BUSINESS.

2013 - 2015 - ADJUNCT PROFESSOR - MARYLAND INSTITUTE COLLEGE OF ART

- DEVELOPED & TAUGHT PATTERN DESIGN.
- TAUGHT GRAPHIC DESIGN 1.
- DEVELOPED & TAUGHT SIGN PAINTING WORKSHOPS.

Education

2002 - 2006 - MARYLAND INSTITUTE COLLEGE OF ART

- BFA IN SCULPTURE & FOCUS IN SCREEN PRINTING

Press

FLAT VERNACULAR HAS BEEN FEATURED IN THE NEW YORK TIMES, THE WALL STREET JOURNAL, VOGUE, ELLE DECOR, W MAGAZINE, ARCHITECTURAL DIGEST, CBS SUNDAY MORNING, NEW YORK MAGAZINE, REFINERY 29, TOWN & COUNTRY, & MANY OTHERS.

Clients

I HAVE HAD THE OPPORTUNITY TO WORK WITH SOME INCREDIBLE CLIENTS SUCH AS; AMERICAN EXPRESS, MADEWELL, BAN.DO, NIKE, VICTORIA'S SECRET, RAY BAN, THE NORTH FACE, ESSIE, SHINOLA, L'OREAL, REBECCA MINKOFF, MAYBELLINE, GOOP, NEIMAN MARCUS, ROLLS ROYCE, MOLESKINE, & FACEBOOK.

I HAVE ALSO HAD THE PLEASURE OF CREATING UNIQUE PIECES FOR CELEBRITIES & INFLUENCERS. EMMA WATSON, BUSY PHILLIPS, TAYLOR SWIFT, KARLIE KLOSS, LENA DUNHAM, GWENETH PALTROW, JEN GOTCH, STACY LONDON, REBEL WILSON, & SELMA BLAIR ALL OWN A PIECE THAT I CREATED.

53 Woodward Ave. Norwalk 06854

DIANA REVOLUS



DREVOLUS29@GMAIL.COM



475-328-0303



WWW.LINKEDIN.COM/IN/DIA
NA-REVOLUS-6B4B96149

OBJECTIVE

Every Child Needs One

SKILLS

Teaching parents and students
that they have a voice and a
choice when it comes to
education

PROFESSIONAL EXPERTISE

CHILD ADVOCATE/COMMUNITY ACTIVIST

Business Owner

Currently active in five school systems, in counting, within
Connecticut as a mentor, community representative/activist, and
privately hired child activist.

EXPERIENCE/AFFILIATIONS

- GOVERNANCE COUNCIL MEMBER AT ROTON MIDDLE SCHOOL
- CURRENT GOVERNANCE COUCIL MEMBER AT BRIEN MCMAHON
- MENTOR WITH SPEF AND HUMAN SERVICE COUNCIL
- NAACP MEMBER
- MEMBER OF CONNECTICUT PROVENTION TASK FORCE
- BOARDWATCH VOLUNTEER WITH CONNCAN
- PARENT LEADER AND COMMUNITY REPRESENTATIVE (PLTI)
- MENTOR, PROFESSIONAL SPEAKER, BREAKING RACISM MEMBER
WITH DOMUS SCHOOL
- CRADLE TO CAREER HIGH SCHOOL CANN MEMBER
- HOMESCHOOLING PARENT/CHILD SUPPORT
- PUBLIC RELATIONS COMMITTEE EXPERIENCE
- BOARD OF DIRECTORS MEMBER OF NORWALK ACTS
- HAITIAN/HAITIAN-AMERICAN/INDIGENOUS-AMERICAN
ADVOCATE/ACTIVITS
- CURRENT DTC / DISTRICT B MEMBOR
- OWNER OF ASE ORGANIZATION
- ENRTY LEVEL REAL ESTATE INVESTOR

PROFESSIONAL HIGHLIGHTS

Currently working with six children and families. Five of which I work privately with
as a mentor and advocate in the Stamford, Norwalk, and Waterbury school systems.
Have sat on several committees and councils. Including hiring committee for Roton
Middle School

Fair Rent
replace:
Manny L.

MATT GIFFORD

3 RIVER DR., NORWALK
06855



Contact Info: #203.943.2772 or captmattgifford@gmail.com

Background:

- Resident of Norwalk since 1999
- Resident of Marvin Beach in East Norwalk since 2006
- Commodore Marvin Beach YC 2018-present
- Member of Sprite Island YC 1979-present
- Commodore Sprite Island YC 2007-2009
- Harbormaster of Sprite Island YC 2002-present
- Member of East Norwalk YC 1999-present
- Board Member ENBC 2000-2002
- Member South Norwalk Boat Club 2006-present
- Member of the Westport Striped Bass Club
- USCG OUPV Certified Captain 2008-present

Summary:

I am an avid boater growing up in the Norwalk Islands and currently living on Norwalk Harbor in East Norwalk with my wife Joy and two boys, Jack (age 15) and Cooper (age 12). I am blessed to have had an unbelievable experience growing up operating a launch at Sprite Island YC and having the opportunity to sail and fish in this amazing environment. My initial interest in the Harbor Commission is to understand more about their pivotal role, both short and long term, in the health and quality of Norwalk Harbor. With my background as Harbormaster of one of the three large managed mooring fields for many years I have had interaction with the Commission and understand the needs of the boating community. I feel as the Commission moves forward reaching out to the boating community and communicating the important role the Commission plays in the betterment of the harbor is critical. Allowing the community to understand more about the Commission and their goals to improve the harbor access, water quality and overall safety will allow for a truly successful outcome. As a resident, a die-hard fisherman, recreational shell fisherman and someone who is lucky

to spend a significant amount of time on the water here locally I feel I am a good fit for the group. Please feel free to reach out with any questions or concerns and thank you very much for this opportunity.

Matt Gifford

#203.943.2772

captmattgifford@gmail.com

Babar R. Sheikh

22 Van Ness St, Norwalk, CT 06850

sheikhbr@gmail.com 203 564 0991



Experience

Wilton Riding Club

5 seasons

- Operate cafeteria from Memorial Day to Labor Day
- All staffing, catering & operational responsibilities
- Designing annual menus for the season and special events
- Controlling labor and food cost to maximize profits

Sand Wedge Deli & Catering

2004 to 2019

- Family business started with brothers in 2005, original location in Ridgefield, CT
- Expanded to Norwalk in 2014
- Daily operations, marketing & accounting responsibilities
- Managing web presence and online ordering capabilities
- Working with local schools & businesses to build a stronger community

John Hancock Agency

2002 to 2004

- Sales associate for insurance agency, specializing in Long Term Care Insurance
- Worked with Foster Thomas to expand their portfolio of business clients
- Cold calling all day and networking on weekends

Education

James Madison University, BBA in Computer Information Systems 2002

The Hill School, Class of 1998



Personal:

Wife: Lupita Q. Williams — 3rd Grade Teacher, Columbus Magnet School, Norwalk CT ('91 – Present)
 Children: Omar A. Williams (Norwalk High '94) , Nadia R. Williams (Norwalk High '96)
 Residence: 62 Bayne Street, Norwalk 06851 (Aug. 1983 – Present)
 Citizenship: USA (Naturalized, 1978) Place of Birth: Republic of Panama Age at Immigration: 20
 Bilingual Proficiency: English and Spanish Background: Multinational Immigrant of Jamaican heritage

SUMMARY OF COMMUNITY/SOCIAL SERVICES EXPERIENCE

▪ Lockwood-Mathews Mansion Museum: Board of Trustee, Exec. Committee, Technology Committee, Education Committee ▪ Norwalk Democratic Town Committee – District D Representative (2015-2016) ▪ NY Exploring: Employer's (Bowne & Co.) Executive Sponsor of NYC's premier high school career awareness program (2003-06)	▪ Chaperone, Norwalk H.S. Marching Band (1992-96) ▪ Mentor, Norwalk Public Schools (1989-96) ▪ Math Tutor, Norwalk Public Schools – West Rocks (1989-90) ▪ Cub Scouts Pack 97 Troop Parent Leader ▪ Cranbury Little League press reporter ▪ City of Norwalk Human Rights Commission ▪ VP PTO Council, Norwalk Public Schools (1989-1991) ▪ NYC Employer's corporate sponsor for a High School Summer Internship program (2004-05)
--	--

Online LinkedIn (Professional) Profile: <http://www.linkedin.com/pub/haroldo-williams/2/4bb/81>

PROFESSIONAL RESUME

Business Process Automation, Enterprise Operations & Client-Facing Technology Leader

Business leader with strong interpersonal and communication skills, and over 18-years of cross-functional leadership experience (in Client-Facing Technology, Enterprise Operations, and Client Services) delivering services to external clients in the *financial services, retirement services, insurance, and healthcare industries*. Wide range of experience working in executive, professional leadership, consulting and individual-contributor roles servicing clients in the Financial, Healthcare, manufacturing, and Insurance marketplace, and operating in environments with demanding Service-Level Agreements, and strong confidentiality, security, and regulatory compliance requirements (e.g. SSAE 16, HIPPA, and SOX).

Currently working as a principle with a Healthcare Information Technology startup firm, developing an information solution to engage patients in improving their health literacy and treatment adherence, as a means to reduce the rate of hospital re-admissions, in compliance with the goals of the Affordable Care Act

PROFESSIONAL EXPERIENCE

DOCINSIGHT, Wayne, NJ

March 2012- Current

A startup healthcare information technology firm developing patient-engagement communication solutions to increase patients' health-literacy and treatment-adherence, to reduce the rate of hospital readmissions and the associated cost

Sr. VP Operations & Information Solutions

Accountable for the development of personalized communications solutions that enable healthcare providers and insurers to reduce the rate of hospital re-admissions and admissions, while providing new revenue opportunities (from the *Affordable Care Act*) for care providers, and cost savings to insurers/payers and medical centers

PITNEY BOWES MANAGEMENT SERVICES, Stamford, CT

May 2011- Feb 2012

PBMS provides outsourced document management, electronic discovery, litigation support, and facilities management services

VP Global Technology Integration Services Developed a standard process for onboarding external clients' outsourced engagements, while leading the Technology Integration services for PBMS' CCM product line.

BOWNE & CO. / RR DONNELLEY, New York, NY and West Caldwell, NJ

Apr 1997 – Jan 2011

Bowne, founded in 1775, was the leading financial-communications services firm until acquired by RR Donnelley in 2010

Hired into a leadership role in a startup business unit, and held the following positions over a fourteen years period:

VP Enterprise Operations, West Caldwell, NJ (May 2007 – Feb 2011)

VP Digital Operations, Carlstadt, NJ & West Caldwell, NJ (Jan 2006 – May 2007)

VP Operations, Carlstadt, NJ (Jul 2005 – Dec 2005)

VP Client Services & Operations, New York, NY (2000 – Jul 2005)

Director Systems & Networks, New York, NY (1997 – 2000)

Summary of Accomplishments:

- Led the production on-boarding integration services (representing over \$200M in annual production revenue)
- Led a major corporate project to consolidate and integrate a digital print, fulfillment and distribution operations in Milwaukee Wisconsin into a Lean offset print plant in South Bend Indiana
- Renegotiated and consolidated enterprise service agreements with Xerox, Pitney Bowes, and IBM, to provide significant synergy savings for corporate acquisitions
- Rationalized the production equipment requirements, and renegotiated the enterprise leases, and the purchasing & service agreements, and achieved a recurring annual savings of \$1.8MM in operating expenses
- Directly managed the operations integration of three major acquisition, and the consolidation of five (digital-print, fulfillment and distribution) plants (in the NJ, Milwaukee, Dallas, Long Island, and the Chicago)
- Developed the Operations Integration and On-Boarding strategy to successfully integrate the production of acquired businesses that serviced the processing, print, on-line presentment, and distribution of investor statements, trade-confirms, enrollment kits, and tax statements that were outsourced by external clients

The HV Williams Co., Norwalk, CT

Oct 1985 – Mar 1997

Proprietor / Director: As a sole proprietor, provided technology consulting, and systems & network integration services

- Certified **Digital Equipment Corp. (DEC) Value Added Reseller**, and **Apple Computer Network Integrator**
- Clients included: Bloomberg LP, EF Hutton, Drexel Lambert, Ivaran Rederi AS (Norwegian shipping), Banque Indosuez, Unilever - Chesebrough Ponds, Bowne, Digital Equipment Corp., and Pitney Bowes

Digital Equipment Corp., New York, NY

Dec 1984 – Aug 1985

Solutions Consultant: Provided computer systems consulting to strategic clients including: The NFL, Bowne, and Drexel

Pitney Bowes, Norwalk, CT

Jan 1979 – Jul 1985

Manager Engineering Computer Services: Managed the Business Systems Engineering technical services, supporting the development of the embedded software solutions for the PB digital postage meters and scales

Xerox, Rochester, NY

Engineer: Developed systems software tools, and managed the distributed development systems, in support in the embed software solutions used in the Xerox digital printers.

Lockheed Electronics (Johnson Space Center), Houston, TX

Associate Engineer: Developed real-time inter-processor communication and process control software for a Guidance Navigation Controls Tester

EDUCATION & PROFILE

Texas A&I University	MS Computer Science studies	Kingsville, TX
Texas A&I University	BSEE (Computer Systems)	Kingsville, TX
Canal Zone College	A.S. Mathematics	Canal Zone, Republic of Panama

MIKLOS P. KOLESZAR
4 New Canaan Way
Norwalk, CT 06850-3359
203-853-9502



EDUCATION:

SOUTHWESTERN LAW SCHOOL, Juris Doctor degree, 1976, Class standing: top one third; Class Representative to the Student Bar Association; Los Angeles County Small Claims Court Prosecutor; Law Clerk, Los Angeles City Attorney's office Criminal Division; Admitted to practice in Connecticut October 1976

UNIVERSITY OF SOUTHER CALIFORNIA Marshall School of Business; B.S. in Finance, 1970; Dean's List Scholar; President of Chi Phi Fraternity; Recipient of the Hoffman White Award; U.S.C. tennis team 1967; U.S.C. Trojan Knights and U.S.C. Trojan Squires, men's honorary societies.

NORWALK HIGH SCHOOL, Graduated 1966 with honors, top 10 percent of class; National Honor Society; Vice President Senior Class; Varsity letters in Tennis, Track, Basketball and Cross Country; Boy's State Representative.

WORK EXPERIENCE:

- | | |
|----------------|---|
| 1985 - Present | Position: Solo practitioner with a general practice of law concentration on real estate, landlord tenant law, elder law, estate planning and probate. |
| 1978 - 1985 | Position: Associate with the law firm of Nemore, Nemore and Silverman. Duties: full control over a variety of cases in a general law practice, including estates, divorces, real estate, landlord/tenant issues, collections and business entities. |
| 1976 - 1985 | Position: Assistant Corporation Counsel for the City of Norwalk. Duties: tax foreclosures, enforcement of zoning violations, personal injury defense, worker's compensation defense; labor relations and personnel issues. |

MILITARY EXPERIENCE:

Enlisted in the United States Army Reserve in 1970 as a Private and retired in 1995 as a Lieutenant Colonel. Last position: Adjutant of the 1064th RTU ('General Staff); recipient of the Army Commendation Medal; Graduate of the Army Command and General Staff College.

COMMUNITY AND PROFESSIONAL ACTIVITIES:

Past President of the Norwalk Jaycees; Past President and current Board Member of the Kiwanis Club of Norwalk; Former Board Member Elder House; Board Member of Keystone House; former member of the Advisory Council for the Legal Assistant Program and Instructor in Administrative Law at Norwalk Community College; past President of the Young Lawyers Section of the Norwalk/Wilton Bar Association; member of the American Bar Association and the Regional Bar Association; member of the National Academy of Elder Law Attorneys; former member of the Wilton Republican Town Committee for more than ten years; former member of the Norwalk Republican Town Committee Districts A, C and D for more than fifteen years.

Alan L. Kibbe
One Singing Woods Road
Norwalk, CT 0650-1225



H: 203 846-4182

F: 203 849-9312

C: 203 952-5166

E: akibbe@att.net

SUMMARY

I moved to Norwalk in 1981, married and was joined here by my new wife, and then raised two, now-grown sons who attended Norwalk schools and learned to sail, row, windsurf, wakeboard, kiteboard and power boat in Norwalk Harbor. My younger son purchased a home in Norwalk and now has his own boat for enjoying the harbor and the islands. I spent my early summers at my Grandparents' home at Giants Neck, digging clams, learning to row with my Dad, and exploring the salt marshes. As a teen, I was privileged to attend summer camp in the Berkshires where I learned to sail small boats and had the opportunity to teach other campers to sail, as well as to respect and appreciate the outdoors and the water. Once I completed my education and was able to settle in Connecticut, it didn't take me long to acquire my own starter cruising boat. Norwalk Harbor has been very important to my family for almost 40 years and I would like to help preserve that resource for others to enjoy for recreation and as a continued source of livelihood for our commercial users.

MARITIME/NORWALK RELATED EXPERIENCE

The Shore and Country Club

1995 - Present

Member

Past Commodore

Marina Long Range Planning Chair

Beach House Planning Committee

Board of Governors Junior Sailing Chair

Wednesday Night Race Crew

Board of Governors Marina Representative

Sprite Island Yacht Club 1986 - 95

Member

Membership Chairman

Boats Owned since 1976: Hunter 380, Hunter 29, O'Day 27, Columbia 23

NASH - Norwalk Association of Silvermine Homeowners

Board of Directors

Route 7-15 Interchange Project Advisory Committee

CAREER

2015

Retired

1981 - 2015 34 years commercial technical sales/design/consulting experience in the entertainment lighting field.

1976 - 1981 SUNY - College at Purchase, Assistant Professor and Chair: Department of Theatre Design and Technology

EDUCATION

Completed USCG Captain's License Preparatory Course

Have not yet sat for the license exam

Yale University - School of Drama

MFA

Theatre Design & Technology

Theatre Engineering

Additional Coursework in Operations Research

Dartmouth College

AB

Major: Drama

Magna cum Laude with Highest Distinction in the Major

R

DENNIS J. SANTELLA

131 WINFIELD STREET EAST NORWALK, CT 06855

EMPLOYMENT HISTORY

2007 - Present RETIRED

1979 - 2007 D J SANTELLA ASSOCIATES INC.

General Contractors

Owner and President

Commercial and Residential Projects including Design / Build Projects.

1974 - 1979 SMS ARCHITECTS PC

Project Captain for the preparation of Contract Documents, Chief Specification Writer and Field Supervision during project construction.

1969 - 1974 VAN SUMMERN & WEIGOLD ARCHITECTS

Design and preparation of Contract Documents including Specification writing and Field Supervision.

1965 - 1967 PIKE & JOHNSON ARCHITECTS

Draftsman and Field Supervision.

MILITARY SERVICE

1967 - 1969 Honorable Discharge from U.S. Navy Reserve as Petty Officer 2nd Class.

EDUCATION

Graduate of Wentworth Institute of Technology with an Architectural Engineering Degree.

COMMUNITY ACTIVITIES

Past Treasurer and Member of the Board of Governors of the South Norwalk Boat Club.

Past President and Treasurer of the Greater Norwalk Master Builders Inc.

Past President and Member of the Catholic Club.

Past President and Member of the East Norwalk Improvement Association.

Past President of the Associated Builders and Contractors of Fairfield County.

Former Member of the YMCA Board of Directors.

Former Member of the Norwalk City Hall Building Committee and Concert Hall Sub-Committee.

Former Chairman and Member of the Third Taxing District Commission.

Former Secretary of the Planning Commission and Chairman of the Sub-Division Committee, City of Norwalk.

VII. A

	FY 2020 HIGHWAY SAFETY PROJECT APPLICATION		CT-DOT/HSO	
	CT DEPARTMENT OF TRANSPORTATION		FORM	DDHVE GRANT
	SHADED AREA FOR HSO USE ONLY		CFDA #	20.616
			HSO Stamp	
	PROJECT NO:	0200-0745-2-		
REVISION: January 1, 2020	PROGRAM AREA:	405 e-2 (M8DDLE)		
EXPIRES: September 30, 2020	PROGRAM AREA DESCRIPTION:	Distracted Driving High Visibility Enf.		
ACCEPTANCE -- IT IS UNDERSTOOD AND AGREED BY THE UNDERSIGNED THAT FUNDS RECEIVED AS A RESULT OF THIS APPLICATION IS SUBJECT TO THE REGULATIONS GOVERNING HIGHWAY SAFETY PROJECTS. THIS AGREEMENT MAY BE TERMINATED BY EITHER PARTY IN ACCORDANCE WITH TRANSPORTATION SAFETY SECTION POLICY. COPY OF POLICY OBTAINED UPON REQUEST.				
PROJECT TITLE:				
FY 2020 Distracted Driving High Visibillity Enforcement				
GOVERNMENTAL UNIT: City of Norwalk Connecticut		ADDRESS OF GOVERNMENTAL UNIT: 125 East Ave. Norwalk CT.		
APPLICANT: Norwalk Police Department		ADDRESS OF APPLICANT: 1 Monroe St. Norwalk CT		
FEIN: 06-6011881	DUNS NUMBER: 801403218	ANTICIPATED PROJECT STARTUP DATE: April 1, 2020		
APPROVED PROJECT PERIOD: (mm/dd/yyyy) FOR HSO USE ONLY				
FROM:		THROUGH:	August 15, 2020	
PROJECT DIRECTOR:		TITLE:	TELEPHONE NUMBER:	
Thomas Roncinske		Lt. Grant Manager	203-854-3007	
SIGNATURE:		ADDRESS & ZIP CODE:	FAX NUMBER:	
		1 Monroe St. Norwalk CT. 06854		
FINANCIAL OFFICER:		TITLE:	TELEPHONE NUMBER:	
Chltsmay Lam		Comptroller	203-854-7701	
SIGNATURE:		ADDRESS & ZIP CODE:	E-MAIL ADDRESS:	
		125 East Ave. Norwalk CT. 06851	troncinske@norwalkct.org	
AUTHORIZING OFFICIAL:		TITLE:	TELEPHONE NUMBER:	
Harry Rilling		Mayor	203-854-7701	
SIGNATURE:		ADDRESS & ZIP CODE:	E-MAIL ADDRESS:	
		125 East Ave. Norwalk CT. 06851	hrilling@norwalkct.org	
APPROVAL-- FOR HSO USE ONLY				
FISCAL REVIEW COMPLETED BY:		PROJECT MANAGER REVIEW COMPLETED BY:		DATE:
Christine Bliske		Phyllis DiFlore		
DATE:		PROGRAM COORDINATOR REVIEW COMPLETED BY:		DATE:
		Joseph T. Cristalli, Jr.		
REQUESTED AMOUNT	\$49,669.92	GOVERNOR'S HIGHWAY SAFETY REP:		DATE:
HSO APPROVED \$				
TOTAL ALLOTTED:		Thomas J. Mazlarz		

PROJECT TITLE	APPLICANT	
FY 2020 Distracted Driving High Visibility Enforcement	Norwalk Police Department	
	ACTIVITIES	PAGE 1 OF 3

ACTIVITIES:

The following enforcement parameters will be required of participating municipal law enforcement agencies:

- Spotter-type enforcement strategy – Spotter type enforcement is required unless other enforcement strategies are described in HS-1 in detail to plan enforcement schedules and strategies. This must be pre-approved in HS-1 grant application.
- Spotter type enforcement can be done in teams or individually. Please note – spotter -self initiated is not roving. Rather, this category involves an officer choosing a strategic, covert location advantageous to the observation of all types of hand held mobile phone use. When this behavior is observed, the officer then “self-initiates” the stop.
 - Non-spotter type enforcement explanation:
 - Enforcement Schedule
 - Daytime Enforcement – Daytime enforcement changes with seasonal patterns. Enforcement must take place during daylight hours
 - 7 days per week eligible ▪ Minimum of 4 hours shifts/Maximum 8 hour shifts
 - Must include at least 1 AM/PM peak drive time (7am-10am/3pm-5pm seasonal) on weekdays. If possible the HSO would encourage both the AM/PM peak drive times as enforcement times but agencies must enforce during at least 1.
 - Enforcement Locations
 - Enforcement areas should include Intersections and other areas where traffic naturally slows. Enforcement locations should be included in grant applications with narrative for rationale as to why locations were chosen (*example – CT statute makes manipulating a hand held mobile device at a traffic sign or signal a violation)
 - Enforcement Schedule
 - Spring Wave: April 1 to April 30, 2020
 - Summer Wave: August 1 to August 15, 2020
 - Personnel
 - Minimum of 2 Officers/Maximum of 8

Earned media participation:

- Participating agencies are required to take part in earned media activity related to DDHVE. This could include the following:
 - Hosting a kick-off press event
 - Conducting ride-alongs or interviews with media at enforcement locations
 - Notification of media outlets through the use of interview opportunities, press releases and media advisories
 - Cooperation with the HSO earned media contractor including:
 - Distribution of press releases
 - Use of Approved Talking points
 - Creation and submission of earned media activity with reimbursement documentation

PROJECT TITLE	APPLICANT	
FY 2020 Distracted Driving High Visibility Enforcement	Norwalk Police Department	
	ACTIVITIES	PAGE 2 OF 3

ACTIVITIES CONTINUED: LOCATION & JUSTIFICATION

****Press "ALT"&"Enter" together to insert new line**

List proposed enforcement locations and provide a justification for each location.

The Norwalk Police will be using the team approach as recommended by the State of Connecticut Department of Transportation for enforcement of distracted driving and hand held electronics statutes. This type of enforcement was successful in previous years as in 2014 Norwalk officers issued 404 infractions for hand held electronic devices and an additional 65 infractions for other motor vehicle violations for a total of 469 infractions. In 2015, 728 infractions were issued for hand held electronic devices with an additional 161 for other violations for a total of 889 infractions. In 2016, 526 infractions were issued for hand held electronic devices with an additional 127 infractions for other violations for a total of 653 infractions. In 2017, 542 infractions were issued for hand held electronic devices with an additional 56 infractions issued for a total of 598 infractions. In 2018, 576 infractions were issued for hand held electronic devices with an additional 61 infractions issued for a total of 637 infractions. In 2019, 528 infractions were issued for hand held electronic devices with an additional 76 infractions issued for other motor vehicle offenses for a total of 604 infractions.

The locations listed below were chosen for high traffic volumes with congestion, high accident rates and or pedestrian cross walk areas:

West Avenue – Medium to generally very heavy traffic with numerous businesses, multiple apartment and condominium complexes. "The SoNo Collection" which is the last major mall to be built in the country is open and in its final stages of construction. This is creating high levels of pedestrian activity.

Route 136 at East Avenue – This is both a part of the route for commuters avoiding I95 congestion, creating congestion in an already busy heavily trafficked area with businesses and driveways along the streets, including one of Norwalk's three Metro North railroad stations.

Route 1 (Connecticut Avenue) – This highway generally has heavy commuter traffic from 7AM to 7PM. It is a main route for commuters avoiding I95 that also has exits and entrances for I95. It is currently the largest retail and shopping area for Norwalk and surrounding towns with numerous box stores, grocery stores, and other retail operations. Connecticut Avenue was the location of a long term DOT improvement project.

North Main Street at West Avenue – This is one of the busiest intersections and highways in and out of the South Norwalk District and Railroad Station. The highway is lined with businesses & restaurants with on street parking and pedestrian traffic crossing the highway.

Main Avenue – This highway is lined with large office and corporate buildings and carries a very high volume of traffic, especially during morning and evening rush hours. It has retail and restaurants spread over its two miles. Main Avenue is the route to the Merritt Parkway for Norwalk traffic. This highway includes the frequently bottlenecked intersection of Grist Mill Road and Main Avenue.

Route 1 (North Avenue) – This section of Route 1 narrows to one lane in each direction for three city blocks between East Avenue and Main Avenue. The volume of traffic is nearly always high in this bottleneck.

All of the above locations have been scouted for safe areas for police vehicles to pull off of the main travel portion of the highway. This will allow officers to work in a relatively safe environment without hampering vehicular traffic.

ACTIVITIES CONTINUED:

****Press "ALT"&"Enter" together to insert new line**

Explain your type of enforcement.

Officers, while working in groups of 4-6 at any one time, will be responsible for their own spotting and self initiating of stops based on their personal observations which will then be included in their written reports, thus streamling the prosecution procedure if necessary.



THE LEADING PROFESSIONAL STANDARDS SOFTWARE. WORLDWIDE.

February 19, 2020

Lieutenant Bruce Hume
Norwalk Police Department
Email: bhume@norwalkct.org
Off: 1.203.854.3007

Lieutenant Hume,

Thank you for your interest in our IAPro software for use by the Norwalk Police Department. I have prepared the below price quote covering the costs associated with implementing IAPro at your agency.

If you have any questions on this, please let me know.

IAPro Price Quote

Item	Purchase costs
IAPro Professional Standards software • Unlimited number of users • Installation • Pre-Load of employee information	\$ 10,000.00
2.5 Days On-Site Training • IAPro User training • System Configuration with core users	\$ 2,400.00
Travel Expenses for Trainer	\$ Included
Total for IAPro Software and Services	\$ 12,400.00

Annual Maintenance Commencing the 2 nd Year of Ownership	
IAPro	\$ 2,000.00

Annual Maintenance

The first year of annual maintenance is provided free of charge. Thereafter annual maintenance is provided on a year-to-year basis and can be discontinued at any time.

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The agency's annual maintenance cycle will not commence until training occurs. The first twelve (12) months of annual maintenance is provided free of charge.

Unless requested otherwise by the agency, the first maintenance invoice will be prorated to bring the agency's invoice cycle up to a January thru December calendar year. Thereafter, annual maintenance is invoiced on a calendar year basis, and will be disseminated each year in January.

CI-Technologies may raise the annual maintenance by 2% every third year or periodically.

Annual maintenance includes all end user and technical support via our 800 # and our online support website as well as any associated technical or user documentation. Annual maintenance also includes all new versions of the IAPro software and if purchased BlueTeam.

Important Note

The purchase of the IAPro system does not include hardware, OS licensing or SQL Server licensing. Most agencies that purchase IAPro have an existing server with existing Microsoft SQL Server licensing. IAPro can be installed on your existing hardware and within your existing SQL Server instance.

BlueTeam Field Support Service application

The BlueTeam Field Support Service application is an adjunct application that is used by some IAPro customers. It is designed for entry of use-of-force, complaint, vehicle accident and pursuit incident types by field and supervisory level personnel. It supports the review and approval process with routing up the chain of command. **Note: BlueTeam software is a separate and additional cost.*

Employee Preload

CI Technologies offers a free service whereby we will import your employee information into the IAPro database, prior to installing IAPro at your agency. This is a one-time service offered at no additional cost.

Training

IAPro and BlueTeam training is conducted by one of our training specialists.

Each IAPro training specialist is a current or former law enforcement member with extensive Professional Standards experience.

IAPro

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IAPro training is oriented towards hands-on usage. To this end, a special “training” version of IAPro is installed on each workstation used for training. This is a full-featured version of IAPro with demo/training database installed on the workstation hard drive. It is strongly recommended that there be one trainee per training workstation. An LCD projector is also needed for training.

If the BlueTeam software is purchased, training is typically coordinated subsequent to the IAPro training to allow agency staff ample time to become familiar with IAPro prior to deploying BlueTeam for agency wide use.

HR Integration

If quoted in this proposal, the HR Integration process will be written as a SQL Stored procedure and will integrate data from an existing SQL Server data source containing the needed employee data elements.

* The integration process will bring in data elements that map to existing data elements within IAPro. New data elements will not be added.

See the “HR Integration Overview” document for details on this process.

Optional Data Migration Services

CI Technologies offers data migration services whereby we can move data from your Department’s existing Professional Standards/Internal Affairs database to the IAPro database as part of the implementation of our software.

If you are interested in this option, please contact us so that we can evaluate your existing database and system and determine costs.

Pricing for this service can **only** be provided after an analysis of your existing database(s).

Considerations Regarding our Solution

Several aspects of our solution are distinctive and set us apart from our competitors.

They are:

- Unlimited use licensing - there are no additional or hidden additional licensing costs

IAPro and BlueTeam pricing is for unlimited use licensing in terms of both the number of users that can run the software concurrently, and the number of

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workstations the applications can be run on. This ensures maximum flexibility for the customer, with all licensing costs paid at point of initial purchase. The customers will never have to purchase additional licensing based on increased or unforeseen future usage requirements.

- A three-day annual user's conference is offered to our customers

Each year since 2004, CI Technologies has hosted an Annual Users Conference for our IAPRO and BlueTeam customers. Our most recent conference held in San Diego, CA. saw over 450 attendees. Each conference consists of a multi-track format that includes tracks for beginner-level users, advanced users, and users with specialized interests such as early intervention and accreditation. Are 2020 Conference will be held in Anaheim California.

- Our growing customer base, including

Over 800 public safety agencies in the US, Canada, Australia and New Zealand currently run IAPRO and IAPRO with BlueTeam. These agencies range in size from major customers such as Seattle Police, to one person Professional Standards Units. The size and breadth of our customer base reflects our leading position in the Professional Standards software marketplace.

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Purchase Orders

Training and installation are scheduled on a first-come-first-served basis.

Due to our current sales backlog, we request to be notified as soon as possible once a purchase decision has been made. Please be sure to fax any purchase orders to us at 800.620.8504 for expeditious handling of your order.

This price quote will remain in-effect through March 2021

Please call or email if you need additional information or have any questions.

Thank you again for your interest and consideration!

Best Regards,



Steve Kenney
Solution Specialist
CI Technologies, Inc.

skenny@iapro.com
1.800.620.8504 x723

SOLE SOURCE PROCUREMENT REQUEST

Date - October 31, 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.

IA Pro Internal affairs tracking software

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 -

Professional expert opinion of Attorney Eric Daigle who identified this system as "State of the Art"

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.

Attorney Eric Daigle

Southington, CT

1-860-270-0060

Eric.Daigle@DaigleLawGroup.com

See additional attached documentation

Department Head's Signature

LT DTHWRE-NPD

The Purchasing Agent

Corporation Council

☒ Supports

☐ Does not support

☐ Supports

☐ Does not support

This request for a sole source purchase

Signature

Signature



LexisNexis®

Coplogic™ Solutions

Dear Thomas E. Kulhawik

Thank you for your valued relationship with LexisNexis Coplogic Solutions Inc. (Coplogic). We appreciate your business and customer service is of the utmost importance to us. You are receiving this email because we have identified language in our existing services agreement ("Agreement") with you that may be unclear with respect to automobile crash reports sold by Coplogic.

Coplogic's affiliate (LexisNexis Claims Solutions Inc.) purchases automobile crash reports from law enforcement agencies in the ordinary course of their business. Usually it purchases crash reports to provide those reports and the information in them to its insurance company customers or other business customers. LexisNexis Claims Solutions purchases those reports both directly from agency desks and from Coplogic eCommerce web portals (which are currently buycrash.com and policeports.lexisnexis.com).

Coplogic does not interpret our Agreement with you to require the payment of agency fees after someone, including a Coplogic affiliate or a third party, purchases a crash report even when the purchaser resells previously purchased crash reports or data components from those reports.

For example, LexisNexis Claims Solutions might buy a crash report to provide to Insurance company A. An agency fee is paid to you in connection with that purchase. However, if insurance company B later requests the same crash report from the affiliate, then LexisNexis Claims Solutions may sell the report to insurance company B out of its previously paid for inventory and an additional agency fee is not paid. Likewise, an agency fee would not be paid if an affiliate includes data components (e.g., VINs) from an already purchased report, in another product that is later sold to the affiliate's customers. This is not a new practice and it is consistent with the practice of many records departments of law enforcement agencies, which generally do not restrict or require reimbursement for subsequent sales of crash reports that have been purchased directly from those records departments.

There have been some questions concerning the payment structure described above, so we have updated our standard services agreement to clarify when law enforcement agencies will be paid an agency fee for the sale of a crash report or its components. We are also modifying existing services agreements and orders to provide this same clarity.

We are requesting that you review the enclosed modification to your Agreement and sign and return it to Coplogic.Agreements@LexisNexisRisk.com. If you have any questions, please contact me Patti Greer at 937.329.7428 . We appreciate your assistance in this regard and look forward to our continued relationship.

Respectfully,

Patti Laney Greer

Client Services

Coplogic Solutions

LexisNexis Risk Solutions

937.329.7428 Direct

patti.greer@lexisnexisrisk.com



LexisNexis®

| Coplogic™ Solutions

LAW ENFORCEMENT AGREEMENT

This Law Enforcement Agreement ("Agreement") is dated 11/27/2019 ("Effective Date") by and between LexisNexis Coplogic Solutions Inc., with its principal place of business at 1000 Alderman Drive, Alpharetta, Georgia 30005 ("Provider"), and Norwalk Police Department, with its principal place of operations at 1 Monroe Street, Norwalk, CT, 06851 ("Agency"). Provider and Agency may be referred to herein individually as a "Party" and collectively referred to as "Parties".

1. SCOPE. Provider as part of its business has developed several comprehensive products and services for law enforcement. Subject to the terms and conditions of this Agreement, Agency desires to order and Provider agrees to provide the various products and services contained herein (collectively referred to as the "Services") as described in an applicable order to this Agreement ("Order"). The parties acknowledge Agency is a law enforcement entity with responsibility for the documentation, retention, and management of information and reporting related to vehicle accidents, citations, and incidents occurring within its jurisdiction (as used within this Agreement, each documented event is a "Report"). "Report" shall also include any associated or supplemental information provided with the Report including agency name, images and upload date, as applicable.

2. LICENSE AND RESTRICTIONS.

- 2.1 License Grant and License Restrictions.** Upon execution of an applicable Order, Provider hereby grants to Agency a restricted, limited, revocable license to use the Services only as set forth in this Agreement and any applicable Order, and for no other purposes, subject to the restrictions and limitations set forth below:
- a. Agency shall not use the Services for marketing or commercial solicitation purposes, resell, or broker the Services to any third-party or otherwise use the Services for any personal (non-law enforcement) purposes; and
 - b. Agency shall not access or use Services from outside the United States without Provider's prior written approval; and
 - c. Agency shall not use the Services to create a competing product or provide data processing services to third parties; and
 - d. Agency's use of the Services hereunder will not knowingly violate any agreements to which Agency is bound; and
 - e. Agency shall not harvest, post, transmit, copy, modify, create derivative works from, tamper, distribute the Services, or in any way circumvent the navigational structure of the Services, including to upload or transmit any computer viruses, Trojan Horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of Services; and
 - f. Agency may not use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights or otherwise infringe on the rights of others; and
 - g. Agency shall not reveal any user accounts or passwords for the Services to any third parties (third parties shall not include Agency's employees who have a need to know such information); and
 - h. Agency shall not permit any third party (third parties shall not include Agency's employees who have a need to know such information) to view or use the Services, even if such third party is under contract to provide services to Agency; and
 - i. Agency shall comply with all laws, regulations, and rules which govern the use of the Services.
- 2.2 Other Restrictions.** In addition Provider may, at any time, impose restrictions and/or prohibitions on the Agency's use of the Services, or certain data or no longer offer certain functionalities or features that may be the result of a modification in Provider policy, a modification of third-party agreements, a modification in industry standards, a Security Event (defined below), a change in law or regulation, or the interpretation thereof. Upon written notification by Provider of such restrictions, Agency agrees to comply with such restrictions or, in the event that Agency is unable to comply, it shall notify Provider in writing of its inability to comply within ten (10) days after receipt of Provider's written notification. In that event, either Party may immediately terminate this Agreement by providing written notice thereof to the other Party without such termination



constituting a breach of this Agreement. Provider shall be Agency's designated preferred provider of such Services as are mutually agreed to and defined hereunder, related to the handling of Agency's Reports.

- 2.3 Violation of License Terms and / or Restrictions. Agency agrees that, if Provider determines or reasonably suspects that: (i) Agency is violating any license terms, restrictions, or other material provision of the Agreement; or (ii) Agency has experienced a Security Event (as herein defined), Provider may, at its sole option, take immediate action up to and including, without further obligation or liability of any kind, terminating Agency's account and the license to use the Services.

3. SUPPORT AND MAINTENANCE.

- 3.1. Ongoing Maintenance. Provider will, from time-to-time issue and/or provide maintenance including bug fixes, enhancements, new features, or new functionality that are generally made available to customers along with any corresponding changes to documentation ("Maintenance"). Maintenance does not include work to custom code, customized configurations, or to unauthorized modifications of the Services. Any Provider assistance beyond standard Maintenance will be billed at Provider's then current pricing schedule, as agreed upon in advance by the Parties. Additionally, upon Agency's written notice of new or revised legislation, statutes, or ordinances requiring any Services to be updated, Provider shall update or modify the Services or particular form consistent with such new regulation within a reasonable time.
- 3.2. Support Services. Provider will provide ongoing support services for problems, queries or requests for assistance ("Support") provided that all requests for Support must be made to Provider Monday through Friday from 8:00 AM ET to 8:00 PM ET at 1-888-949-3835. Provider will also provide limited after hours Support including the ability to leave a message and receive a call back the following business day or sooner, if critical. In order to provide Support, Agency will provide all information reasonably required by Provider to identify the issue, including: an Agency point of contact (familiar with the Services and issue), description of issue, screenshots, the impact, and assist in Provider's efforts to reproduce the problem (as applicable). Provider will work to resolve problem with reasonable promptness for issues that are application or Services related (Provider is not responsible for resolving issues caused by Agency hardware). The Agency agrees to provide Provider with data transfers, as requested, remote access to the Services system, and with sufficient test time on the Agency's computer system to duplicate the problem, to certify that the problem is with the Services, and to certify that the problem has been corrected. If the problem cannot readily be resolved, Provider will attempt to identify a work around. Upon resolution of any issue, Provider shall notify the Agency of such resolution via email. The Parties agree that Provider is not obligated to ensure that its Services are compatible with outdated (exceeding 4 years from date of initial release) hardware, computer operating services or database engines.
- 3.3. On Site Support. In response to written Agency requests for Provider to provide on-site routine non-emergency support, Provider shall produce a written estimate of the time required to provide the requested support and state any requirements, such as the presence of Agency staff or other resources or materials. Any on-site support provided by Provider shall only be invoiced by Provider or paid by Agency if the problem arose due to something other than a defect in the Services. The Agency shall reimburse Provider at the rate of two thousand five hundred (\$2,500.00) dollars per day for each Provider employee who provides any on-site support, and such fees will not include any reimbursement for Provider travel time or travel expenses.

4. FEES.

- 4.1. Fees due to Provider. Any fees due to Provider for Services hereunder shall be specified in an Order ("Fees"). For any Order where Fees are specified, Provider will issue an invoice to Agency pursuant to the terms in the Order. Invoices shall be paid in full by Agency within thirty (30) days from invoice date. Provider may increase or decrease the Fee following the Initial Term (as defined in an applicable Order) by providing Agency no less than sixty (60) days written notice prior to the effective date of such pricing change. In the event Agency has a good faith dispute on all or a portion of an unpaid invoice ("Dispute"), Agency shall notify Provider in writing and follow the procedures set forth below. To the extent an interface or other technological development is required to enable an Agency designated third party (i.e., RMS Vendor) to receive Reports from Provider at Agency's request or to enable Provider to intake Agency Data, such cost shall not be borne by Provider. If any invoice (or undisputed portion thereof) remains unpaid and not subject to a Dispute after sixty (60) days from the invoice date, Provider shall have the right to terminate this Agreement (including all Services) or the right to discontinue the applicable Service immediately, without such action constituting a breach or incurring any liability herein. All Fees not properly disputed or paid shall accrue interest at the rate of eighteen percent (18%) per annum. All Fees are calculated for payment made via ACH, Wire, or Agency check. Agency agrees that Fees exclude taxes (if applicable) or other cost incurred by Agency's RMS Vendor or other third parties and agrees such costs shall be passed on to Agency. Provider shall not be required to enter into a third-party relationship to obtain payment for the Service provided to Agency; however, should Provider elect to do so, Provider reserves the right to charge Agency additional fees for such accommodation.

4.2. Fees due to Agency. Using the process as herein defined, on behalf of Agency, Provider will collect and remit to Agency a fee for all Reports ("Agency Fee") purchased from the eCommerce portal set forth on the applicable Order, including but not limited to fees for purchases of Reports from that eCommerce portal by an Affiliate. On a monthly basis, Provider will electronically transfer to Agency's designated account, the total amount of applicable Agency Fee collected by Provider during the previous month. Provider will make available a monthly report to Agency identifying the number of Reports provided on its behalf via the LexisNexis® Command Center administration portal and/or its successor.

4.2.1. No Agency Fee will be paid with respect to the following:

4.2.1.1. When an Affiliate of Provider has paid an Agency Fee to acquire a Report for an Authorized Requestor (including Reports purchased before the applicable Order Effective Date) and such Affiliate later resells that Report from its inventory of previously purchased Reports to another Authorized Requestor; or

4.2.1.2. When one or more components of a Report (e.g., VIN number), rather than the Report in its entirety, is provided by Provider to an Authorized Requestor or an Affiliate of Provider; or

4.2.1.3. When a Report is acquired by an Affiliate of Provider from a source other than the eCommerce portal set forth on the applicable Order; or

4.2.1.4. When a fee is not charged to an Authorized Requestor for the Report.

Nothing in this Agreement shall require Provider or its Affiliate to pay an Agency Fee to the Agency when an Authorized Requestor provides a Report and/or specific data extracted from the Report to a third party after the Authorized Requestor has purchased such Report from the Affiliate's inventory of previously purchased Reports. Agency acknowledges that all reports requested by Agency Requestors shall be provided free of charge.

4.3. Fees retained by Provider. Where permitted by law, Provider will charge a convenience fee for each Report provided to an Authorized Requestor ("Convenience Fee") which shall be retained by Provider. The Convenience Fee shall be established by Provider at its discretion, but in no event shall it exceed the amount Provider may legally charge an Authorized Requestor.

5. **RETENTION / DISTRIBUTION.** For all Services provided hereunder that involve Reports, Provider will maintain a copy of each Report for a period of no less than seven (7) years from the date of the Report. For Services that contemplate the sale of Reports, as more specifically described in an Order, Provider shall distribute Reports and/or specific data extracted from the Report to Individuals or legal entities ("Authorized Requestors") and other authorized law enforcement entities ("Agency Requestors") in accordance with applicable laws and regulations. Nothing in this Agreement shall prohibit Provider's Affiliates (defined in Section 16.1, "Affiliates" below) from purchasing Reports from the eCommerce portal set forth in the Order, or from distributing previously purchased Reports and/or specific data extracted from the Report to Authorized Requestors or Agency Requestors in accordance with the terms of the Order and applicable laws and regulations. Nothing in this Agreement shall prohibit Affiliates from acquiring Reports from a source other than the eCommerce portal set forth in the Order.

6. TERMS AND TERMINATION.

6.1 Term. This Agreement shall commence upon the Effective Date and shall continue until terminated in accordance with this Agreement. Each Order shall set forth the specified term for the particular Service.

6.2 Termination.

6.2.1 Either Party may terminate this Agreement or any Order for cause if the other Party breaches a material obligation under the terms of this Agreement and fails to cure such breach within thirty (30) days of receiving written notice thereof from the non-breaching Party, provided, however, that if such material breach is of a nature that it cannot be cured, immediate termination shall be allowed. Failure to pay by either Party shall be considered a material default.

6.2.2 Either Party may elect to terminate this Agreement or any Order by providing written notice to the other of such intent, at least ninety (90) days prior to the end of the applicable Order term.

6.2.3 Provider may, upon six (6) months written notice to Agency, terminate any Service that will no longer be supported or offered by Provider. Provider will make reasonable efforts to transition Agency to a similar Service, if available. Further, Provider may at any time cease to provide Agency access to any portions of features of the Services thereof which Provider is no longer legally or contractually permitted to provide.

6.3 Effect of Termination. Upon termination of this Agreement, each Party shall be liable for payment to the other Party of all amounts due and payable for Services provided through the effective date of such termination. Upon receipt of Agency's written request after termination, Provider shall provide Agency with access to Reports provided by Agency under this Agreement and/or data provided through provision of the Services by Agency under an applicable Order so Agency may

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download and/or copy such information. Provider shall not be obligated to delete from its databases (or from other storage media) and/or return to Agency, Reports already provided to Provider by Agency, and shall be permitted to continue to maintain and distribute the Reports already in its possession to Authorized Requestors in compliance with applicable laws and regulations.

7. RELEVANT LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations related to its performance hereunder, including:

- 7.1. Fair Credit Reporting Act. The Services provided pursuant to this Agreement are not provided by "consumer reporting agencies" as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("FCRA") and do not constitute "consumer reports" as that term is defined in the FCRA. Agency certifies that it will not use any of the information it receives through the Services in whole or in part as a factor in determining eligibility for credit, insurance, or employment or for any other eligibility purpose that would qualify the information in as a consumer report.
- 7.2. Protected Health Information. Unless otherwise contemplated by an applicable Business Associate Agreement executed by the Parties, Agency will not provide Provider with any Protected Health Information (as that term is defined in 45 C.F.R. Sec. 160.103) or with Electronic Health Records or Patient Health Records (as those terms are defined in 42 U.S.C. Sec. 17921(5), and 42 U.S.C. Sec. 17921(11), respectively) or with information from such records without the execution of a separate agreement between the Parties.
- 7.3. Social Security Numbers. Social Security Numbers may be available hereunder as part of Reports and/or related data provided from certain states. However, Agency shall not provide Social Security Numbers to Provider under any circumstances under this Agreement. Should Agency require more information on Social Security Numbers or its obligations in relation thereto, Agency should contact Provider Agency Service at 1-866-215-2771 for assistance.
- 7.4. Privacy Principles. Agency shall comply with the "Provider Data Privacy Principles" available at <http://www.lexisnexis.com/privacy/data-privacy-principles.aspx>, as updated from time to time. Provider shall notify Agency in writing in the event that material changes are made to the Provider Data Privacy Principles.
- 7.5. Security. Agency agrees to protect against the misuse and/or unauthorized access of the Services provided to Agency in accordance with this Agreement and as set forth in Exhibit A, attached hereto.
- 7.6. Additional Requested Terms and Conditions. Provider acts on behalf of Agency in carrying out Agency's obligations to provide public access to vehicle accident reports under applicable public record laws. Provider will accordingly follow the instruction and direction of Agency in fulfilling requests for Agency's Reports. Should Agency require any specific terms and conditions for the disclosure or use of Reports on Provider's eCommerce web portal beyond the terms and conditions otherwise defined herein, including any conditions relating to compliance with any laws restricting the disclosure, obtainment or use of Agency's Reports, Agency will notify Provider within three (3) business days of Agency's decision. Otherwise, Provider will rely on Agency to determine that all legal conditions relating to the disclosure, obtainment, and use of Agency's Reports have been met when Agency authorizes Provider to disclose Agency's Reports to Authorized Requestors on Provider's eCommerce web portal pursuant to this Agreement.

8. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY OWNERSHIP.

- 8.1. Definition. "Confidential Information" means all non-public information provided by the disclosing Party to the receiving Party hereunder, including, without limitation, the terms of this Agreement, all information related to technical, financial, strategies and related information, business information, computer programs, algorithms, know-how, processes, databases, systems, ideas, inventions (whether patentable or not), schematics, Trade Secrets (as defined by applicable law) and other information (whether written or oral). Confidential Information does not include Reports and information related thereto. Confidential Information does not include information that was, at the time of the disclosure: (a) or becomes (through no improper action or inaction by the recipient) generally known to the public; (b) lawfully disclosed to recipient by a third-party and received in good faith and without any duty of confidentiality by the recipient or the third-party; (c) in recipient's possession or known to it prior to receipt from discloser; or (d) independently developed by recipient; provided in each case that such forgoing information was not delivered to or obtained by recipient as a result of any breach of this Agreement.
- 8.2. Treatment of Confidential Information. Each Party agrees to protect the Confidential Information with the same degree of care it uses to protect its own confidential information of a similar nature, but not less than a reasonable standard of care and not to use the other Party's Confidential Information other than as necessary to perform its obligations or as permitted

under this Agreement. A Party shall not remove or destroy any proprietary or confidential legends or markings placed upon or contained within any Confidential Information.

- 8.3. Intellectual Property Ownership. Each Party retains all right, title, and interest under applicable contractual, copyright and related laws to their respective Confidential Information, including the right to use such information for all purposes permissible by applicable laws, rules, and regulations. Provider retains all rights (other than the limited license granted herein), title, interest, ownership and all intellectual property rights in the Services including any improvements or modifications thereto, and Agency shall use such information consistent with such right, title and interest and notify Provider of any threatened or actual infringement thereof. Agency shall not remove or obscure any copyright or other notices from the Services or materials provided hereunder.
- 8.4. Exception for Subpoenas and Court Orders. A Party may disclose Confidential Information solely to the extent required by subpoena, court order or other governmental authority, provided that the receiving Party provides the disclosing Party prompt written notice of such subpoena, court order or other governmental authority so as to allow the disclosing Party an opportunity to obtain a protective order to prohibit or limit such disclosure at its sole cost and expense. Confidential Information disclosed pursuant to subpoena, court order or other governmental authority shall otherwise remain subject to the terms applicable to Confidential Information.
- 8.5. Duration. Each Party's obligations with respect to Confidential Information shall continue for the term of this Agreement and for a period of five (5) years after termination of this Agreement, provided however, that with respect to Trade Secrets, each Party's obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret.
- 8.6. Return of Confidential Information. Upon the written request of a Party (and except as otherwise specifically set forth in an applicable Order), each Party shall return or destroy (and certify such destruction in a signed writing) any of the other Party's Confidential Information unless retention of such information is required by law, regulation, court order, or other similar mandate.
- 8.7. Injunctive Relief. In the event of a breach or a threatened breach of the confidentiality or privacy provisions of this Agreement, the non-breaching Party may have no adequate remedy in monetary damages and, accordingly, may seek an injunction against the breaching Party.
- 8.8. Other. During the term of this Agreement and subject to approval by Agency, Agency agrees to serve as a reference for the Services, which may include (i) reference calls with mutually acceptable prospects; (ii) a published "success story" describing the partnership with Provider; (iii) the use of Agency's name in Provider marketing activities; or (iv) a favorable reference of Provider to an industry analyst or at an industry conference.

9. **PROVIDER AUDIT RIGHTS.** Agency understands and agrees that, in order to ensure Agency's compliance with the Agreement, as well as with applicable laws, regulations and rules, Provider's obligations under its contracts with its data providers, and Provider's Internal policies, Provider may conduct periodic reviews of Agency's use of the services and may, upon reasonable notice, audit Agency's records, processes and procedures related to Agency's use, storage and disposal of the Services and information received therefrom. Agency agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days, unless an expedited response is required. Violations discovered in any review and/or audit by Provider will be subject to immediate action including, but not limited to, invoicing for any applicable fees (if Services are based on number of users and Agency's use exceeds licenses granted), suspension or termination of the license to use the Services, legal action, and/or referral to federal or state regulatory agencies.

10. **REPRESENTATIONS AND WARRANTIES.** Agency represents and warrants to provider that Agency is fully authorized to disclose Reports, information, and related data or images to Provider in accordance with this Agreement and to grant Provider the rights to provide the Services as described herein. Where redaction of Reports is required prior to provision to Provider, Agency represents and warrants it will redact applicable Reports consistent with all laws and regulations. In performing their respective obligations under this Agreement, each Party agrees to use any data and provide any Services, in strict conformance with applicable laws and regulations, and further, to comply with all applicable binding orders of any court or regulatory entity and consistent with the terms of this Agreement.

11. **LIMITATION OF WARRANTY.** FOR PURPOSES OF THIS SECTION, "PROVIDER" INCLUDES PROVIDER AND ITS AFFILIATES, SUBSIDIARIES, PARENT COMPANIES, AND DATA PROVIDERS. THE SERVICES PROVIDED BY PROVIDER ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING ITS ACCURACY OR PERFORMANCE INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, ORIGINALITY, OR OTHERWISE, OF ANY SERVICES, SYSTEMS, EQUIPMENT OR MATERIALS PROVIDED HEREUNDER.



12. INDEMNIFICATION. To the extent permitted under applicable law, each Party shall defend, indemnify, and hold harmless the other Party, its affiliates, and their officers, directors, employees, and agents (the "indemnified parties") against and from any and all losses, liabilities, damages, actions, claims, demands, settlements, judgments, and any other expenses (including reasonable attorneys' fees), which are asserted against the indemnified parties by a third party, but only to the extent caused by (i) violation of law in the performance of its obligations under this Agreement by the indemnifying Party, its affiliates, or the officers, agents or employees of such Party (the "indemnifying parties"); (ii) the gross negligence or willful misconduct of the indemnifying Parties during the term of this Agreement; (iii) violation, infringement or misappropriation of any U.S. patent, copyright, trade secret or other intellectual property right; or (iv) with respect to Agency, violation of any of the license terms or restrictions contained in this Agreement. The indemnities in this section are subject to the indemnified Parties promptly notifying the indemnifying Parties in writing of any claims or suits.

13. LIMITATION OF LIABILITY. To the extent permitted by applicable law, Provider's entire liability for any claims(s) resulting from its acts or omissions, including, but not limited to negligence claims under this Agreement shall not exceed the total amount of Fees actually received by provider from agency (excluding pass through or out of pocket expenses) for the specific services from which liability arises during the twelve (12) month period immediately preceding the event first giving rise to such liability, and if not yet in the twelfth (12th) month of this Agreement, for the period leading up to such event. To the extent the relevant services are made available at no cost to agency, then in no event shall Provider's liability to agency under this Agreement exceed one hundred dollars (\$100.00) in the aggregate. This limitation of liability will not apply to any claims, actions, damages, liabilities or fines relating to or arising from provider's gross negligence or willful misconduct. In no event shall Provider be liable for any indirect, special, incidental, or consequential damages in connection with this Agreement or the performance or failure to perform hereunder, even if advised of the possibility of such damages.

14. FORCE MAJEURE. Neither Party will be liable for any delay or failure to perform its obligations hereunder due to causes beyond its reasonable control, including but not limited to natural disaster, pandemic, casualty, act of god or public enemy, riot, terrorism, or governmental act; provided, however, that such Party will not have contributed in any way to such event. If the delay or failure continues beyond thirty (30) calendar days, either Party may terminate this Agreement or any impacted Order with no further liability, except that agency will be obligated to pay provider for the Services provided under this Agreement prior to the effective date of such termination.

15. NOTICES. All notices, requests, demands or other communications under this Agreement shall be in writing to the address set forth in the opening paragraph and shall be deemed to have been duly given: (i) on the date of service if served personally on the party to whom notice is to be given; (ii) on the day after delivery to a commercial or postal overnight carrier service; or (iii) on the fifth day after mailing, if mailed to the Party to whom such notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed. Any Party hereto may change its address for the purpose of this section by giving the other party timely, written notice of its new address in the manner set forth above.

16. MISCELLANEOUS.

16.1 Affiliates. For purposes of this Agreement, "Affiliate" means any corporation, firm, partnership or other entity that directly or indirectly controls, or is controlled by, or is under common control with Provider. Affiliates shall not be bound by the terms and conditions of this Agreement with respect to the provision of their applicable Services hereunder and nothing in this Agreement shall prevent or limit Affiliates from offering previously purchased Reports or data extracted from Reports for sale.

16.2 Independent Contractor/No Agency. Each Party acknowledges that it has no authority to bind or otherwise obligate the other Party.

16.3 Assignment. Neither Party shall assign this Agreement in whole or in part without the prior written consent of the other Party, and any such attempted assignment contrary to the foregoing shall be void. Notwithstanding the foregoing, an assignment by operation of law, as a result of a merger or consolidation of a Party, does not require the consent of the other Party. This Agreement will be binding upon the Parties' respective successors and assigns.

16.4 Headings, Interpretation, and Severability. The headings in this Agreement are inserted for reference only and are not intended to affect the meaning or interpretation of this Agreement. The language of this Agreement shall not be construed against either Party. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.



- 16.5 Waiver, Remedies Non-Exclusive. No failure or delay on the part of any Party in exercising any right or remedy provided in this Agreement will operate as a waiver thereof. Unless otherwise provided herein, any remedy will be cumulative to any other right or remedy available at law or in equity.
- 16.6 Survival. Sections 2-4, 7-12, and 15 shall survive the termination or rescission of this Agreement.
- 16.7 Provider Shared Facilities. Provider may utilize facilities located outside the United States to provide support or the Services under this Agreement, and if such centers are utilized they shall be under the control of Provider and subject to all Provider policies that govern data access, protection and transport in the United States.
- 16.8 Entire Agreement. This Agreement represents the entire Agreement of the Parties and supersedes all previous and contemporaneous communications or agreements regarding the subject matter hereto. Agency by its signature below hereby certifies that Agency agrees to be bound by the terms and conditions of this Agreement including those terms and conditions posted on web pages specifically set forth herein or contained with any software provided under this Agreement, as may be updated from time to time. Any additional terms or conditions contained in purchase orders or other forms are expressly rejected by Provider and shall not be binding. Acceptance or non-rejection of purchase orders or other forms containing such terms; Provider's continuation of providing Products or Services; or any other inaction by Provider shall not constitute Provider's consent to or acceptance of any additional or different terms from that stated in this Agreement. This Agreement may only be modified by a written document signed by both Parties.
- 16.9 Governing Law. The Agreement will be governed by and construed under the laws of the State of Connecticut excluding its conflict of law rules.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized representatives as of the Effective Date.

Agency: **Norwalk Police Department**

Provider: **LexisNexis Coplogic Solutions Inc.**

Signature: _____

Signature: _____

Printed Name: Thomas E. Kulhawik

Printed Name: Roy Marler

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A - SECURITY AND NOTIFICATION REQUIREMENTS

1. **Data Protection.** Agency shall take appropriate measures to protect against the misuse and unauthorized access through or to Agency's (i) credentials ("Account IDs") used to access the Services; or (ii) corresponding passwords, whether by Agency or any third party; or (iii) the Services and/or information derived therefrom. Agency shall manage identification, use, and access control to all Account IDs in an appropriately secure manner and shall promptly deactivate any Account IDs when no longer needed or where access presents a security risk. Agency shall implement its own appropriate program for Account ID management and shall use commercially reasonable efforts to follow the policies and procedures for account maintenance as may be communicated to Agency by Provider from time to time in writing.

2. **Agency's Information Security Program.** Agency shall implement and document appropriate policies and procedures covering the administrative, physical and technical safeguards in place and relevant to the access, use, storage, destruction, and control of information which are measured against objective standards and controls ("Agency's Information Security Program"). Agency's Information Security Program shall: (1) account for known and reasonably anticipated threats and Agency shall monitor for new threats on an ongoing basis; and (2) meet or exceed industry best practices. Agency will promptly remediate any deficiencies identified in Agency's Information Security Program. Agency shall not allow the transfer of any personally identifiable information received from Provider across any national borders outside the United States without the prior written consent of Provider.

3. **Agency Security Event.** In the event Agency learns or has reason to believe that Account IDs, the Services, or any information related thereto have been misused, disclosed, or accessed in an unauthorized manner or by an unauthorized person (an "Agency Security Event") Agency shall:
 - (i) provide immediate written notice to:
 - a) the Information Security and Compliance Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005; or
 - b) via email to (security.investigations@lexisnexis.com); or
 - c) by phone at (1-888-872-5375) with a written notification to follow within twenty four (24) hours; and
 - (ii) promptly investigate the situation; and
 - (iii) obtain written consent from Provider, not to be unreasonably withheld, prior to disclosing Provider or the Services to any third party in connection with the Agency Security Event; and
 - (iv) if required by law, or in Provider's discretion, Agency shall:
 - a) notify the individuals whose information was disclosed that an Agency Security Event has occurred; and
 - b) be responsible for all legal and regulatory obligations including any associated costs which may arise in connection with the Agency Security Event; and
 - (v) remain solely liable for all costs and claims that may arise from the Agency Security Event, including, but not limited to: litigation (including attorney's fees); reimbursement sought by individuals (including costs for credit monitoring and other losses alleged to be in connection with such Agency Security Event); and
 - (vi) provide all proposed third party notification materials to Provider for review and approval prior to distribution.

In the event of an Agency Security Event, Provider may, in its sole discretion, take immediate action, including suspension or termination of Agency's account, without further obligation or liability of any kind.

Order No. 1 eCommerce Services

This Order No. 1 ("Order") is entered into this 27th day of November, 2019 ("Order Effective Date") between Norwalk Police Department ("Agency") and LexisNexis Coplogic Solutions Inc. ("Provider") and subject to the terms and conditions of the Law Enforcement Agreement effective 11/27/2019 ("Agreement") between the Parties.

1. **TERMS AND CONDITIONS.** All of the terms and conditions contained in the Agreement shall remain in full force and effect and shall apply to the extent applicable to this Order except as expressly modified herein. To the extent that the terms and conditions of this Order are in conflict with the terms and conditions of the Agreement, or any other incorporated item, this Order shall control. Capitalized terms used herein but not defined shall have the same meaning as set forth in the Agreement.
2. **DESCRIPTION OF SERVICES.** Provider, as part of its business, has developed web based portal(s) to distribute Reports to Authorized Requestors and other authorized entities online. In exchange for the Services provided to Agency, Agency agrees that Provider shall have the sole and exclusive right to sell the Agency's crash reports online and to distribute data extracted from the Reports via Provider's eCommerce portal(s), LexisNexis® Police Reports.com, or its successor(s). Agency retains the rights to fulfill requests for Reports made pursuant to state freedom of information laws.
3. **SCOPE OF SERVICES.** Provider agrees to provide the following Services to Agency subject to the provisions of this Order. Any change to the Services as set forth in this Order that occur after the Order Effective Date must be made by amendment to this Order, signed by both Parties. Provider will provide the following Services subject to Agency's technology capabilities, processes, and work-flow functionality:
 - 3.1. Access to an online agency administration portal to view Reports, generate analytics, and obtain information related to Agency's Reports
 - 3.2. Establish a communication protocol to electronically or manually transfer Reports in a timely manner from Agency to Provider; and
 - 3.3. Provide Report retention and distribution services as set forth in Section 5 of the Agreement
 - 3.4. Other Services: _____
4. **TERM AND TERMINATION.** This Order shall commence upon the Order Effective Date and shall continue for an initial term of thirty six (36) months ("Initial Term"), whereupon this Order shall automatically renew for additional twelve (12) month periods ("Renewal Term") unless either Party provides written notice to the other Party, at least sixty (60) days prior to the expiration of the Renewal Term.
5. **FEES.** Pursuant to Section 4 of the Agreement, the Agency Fee is One and 00/100 Dollars (\$1.00). There shall be no fee to Agency for the Services.
 - 5.1. For the avoidance of doubt, no Agency Fee will be paid with respect to the following:
 - a) When an Affiliate of Provider has paid an Agency Fee to acquire a Report for an Authorized Requestor and such Affiliate later resells that Report from its inventory of previously purchased Reports to another Authorized Requestor; or
 - b) When one or more components of a Report (e.g., VIN number) is provided to an Authorized Requestor or an Affiliate of Provider by Provider rather than the entirety of the Report being provided; or
 - c) When a Report is acquired by an Affiliate of Provider from a source other than the eCommerce portal set forth on the applicable Order; or
 - d) When a fee is not charged to an Authorized Requestor for the Report.

Nothing in this Order shall require Provider or its Affiliate to pay an Agency Fee to the Agency when an Authorized Requestor provides a Report and/or specific data extracted from the Report to a third party after the Authorized Requestor has purchased such Report from the Affiliate's inventory of previously purchased Reports. Agency acknowledges that all Reports requested by Agency Requestors shall be provided free of charge.



LexisNexis®

Coplogic™ Solutions

IN WITNESS WHEREOF, the Parties have caused this Order to be executed by their respective authorized representatives as of the Effective Date.

Agency: **Norwalk Police Department**

Provider: **LexisNexis Coplogic Solutions Inc.**

Signature: _____

Signature: _____

Printed Name: Thomas E. Kulhawik

Printed Name: Roy Marler

Title: _____

Title: _____

Date: _____

Date: _____

Certificate Of Completion

Envelope Id: 79A47A657F5B407FB0C85986EDBC971D

Status: Sent

Subject: Services Agreement Modification

Source Envelope:

Document Pages: 11

Signatures: 0

Certificate Pages: 1

Initials: 0

AutoNav: Enabled

EnvelopeId Stamping: Enabled

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:

Coplogic Solutions

9443 Springboro Pike

Miamisburg, OH 45342

coplogic.agreements@lexisnexisrisk.com

IP Address: 66.241.32.158

Record Tracking

Status: Original

Holder: Coplogic Solutions

Location: DocuSign

11/27/2019 9:24:33 AM

coplogic.agreements@lexisnexisrisk.com

Signer Events

Signature

Timestamp

Thomas E. Kulhawik

tkulhawik@norwalkot.org

Security Level: Email, Account Authentication
(None)

Sent: 11/27/2019 9:24:38 AM

Resent: 12/16/2019 7:28:04 AM

Viewed: 2/3/2020 11:29:35 AM

Signature Provider Details:

Signature Type: DS Electronic

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Roy Marler

Roy.Marler@lexisnexisrisk.com

Security Level: Email, Account Authentication
(None)

Signature Provider Details:

Signature Type: DS Electronic

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

12/16/2019 7:26:04 AM

Payment Events

Status

Timestamps

CITY OF NORWALK**PROCEDURE FOR COMPLIANCE WITH PUBLIC ACT No. 19-111*****AN ACT CONCERNING ADDITIONAL COMPENSATION FOR CERTAIN RETIRED
PUBLIC SAFETY EMPLOYEES***

The Connecticut General Assembly has enacted Public Act No.19-111. This Public Act provides that, effective October 1, 2019, under specific circumstances, the legislative body of a municipality can provide, by two-thirds vote, additional compensation to certain retired public safety employees who have suffered a severe bodily injury in the line of duty. The text of that Public Act 19-111 is attached and is incorporated by reference into this procedure.

Section 1(c) of Public Act 19-111 requires that

A municipality providing for compensation in accordance with this section shall establish procedures for the evaluation of any retired public safety employee considered for such compensation to determine such person's eligibility.

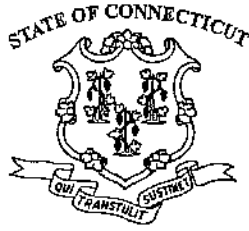
The procedures for the evaluation of such eligibility for the City of Norwalk are as follows:

- 1) The retired public safety employee must submit to the Chief of Human Resources documentation that establishes the following elements of a claim:
 - A) The date, time and details of the incident that resulted in the serious bodily injury;
 - B) That the serious bodily injury was suffered in the line of duty and within the scope of employment;
 - C) That the serious bodily injury caused a permanent and severe disability, with medical documentation to support that determination;
 - D) That the employee retired from service as a result of such disability;

- E) That the employee is under the age of 65;
- 2) The retired public safety employee must provide the following financial information to the Chief of Human Resources:
 - A) The annual regular rate of pay of the retired employee at the time of retirement;
 - B) The annual amount of money received by the employee under the City sponsored pension plan;
 - C) The amount of money received by the retired employee under Chapter 568 of the General Statutes (Workers Compensation benefits);
 - D) The amount of any other financial benefits received by the retired public safety employee from any source.
- 3) Upon receipt of this documentation, the Chief of Human Resources will produce a confidential report for the Community Services and Personnel Committee of the Common Council. This report will include;
 - A) All of the documentation submitted by the retired public safety employee.
 - B) All relevant materials from the employee's direct supervisor, the City Human Resources Department, the Corporation Counsel Department and the Worker's Compensation file.
 - C) The complete history of the payments made by the City to the retired public safety employee, including pension payments, Worker's Compensation payments and any other payments made by the City to this retired public safety employee.
 - D) Any records in the applicant's Personnel file regarding disciplinary records, performance appraisals, commendation letters or awards, or any similar record regarding the applicant's work history and performance.
- 4) This confidential report will provide the information necessary for the Common Council to evaluate and determine if the retired public safety employee is eligible for the additional compensation set forth in Public Act 19-111. This report will be concurrently provided to the Committee, the Office of the Corporation Counsel, and the applicant.
- 5) Upon review and consideration of the Report, the Community Services and Personnel Committee will determine if the application will be presented to

the full Common Council for consideration. If the application is moved to and considered by the Common Council, the awarding of any additional compensation will require a two-thirds vote of approval by the Common Council members.

- 6) If the Common Council provides any additional compensation to the retired public safety employee making application under this Public Act, the City:
 - a. Retains the right of recovery if the injury is caused by a third party and there is a settlement or judgement recovered by the retired public safety party from this third party;
 - b. Retains the right to require periodic medical evaluations to confirm the status of the retired public safety employee;
 - c. Retains the right to offset any post retirement employment income earned by the applicant, and reduce any benefits paid under this Public Act. The retired public safety employee may be required to submit tax returns to the City.



Senate Bill No. 556

Public Act No. 19-111

AN ACT CONCERNING ADDITIONAL COMPENSATION FOR CERTAIN RETIRED PUBLIC SAFETY EMPLOYEES.

Be it enacted by the Senate and House of Representatives in General Assembly convened:

Section 1. (NEW) (*Effective October 1, 2019*) (a) Notwithstanding any provision of the general statutes or of any charter or special act, a municipality may, by two-thirds vote of its legislative body or, in a municipality where the legislative body is a town meeting, by two-thirds vote of the board of selectmen, provide for compensation, in accordance with subsection (b) of this section, by such municipality of a retired public safety employee (1) with a permanent and severe disability caused by a serious bodily injury which (A) arose out of and in the course of his or her employment as a public safety employee, and (B) was suffered in the line of duty and within the scope of his or her employment as a public safety employee, (2) who retired from service as a public safety employee as a result of such disability, and (3) who is under the age of sixty-five. As used in this section, "public safety employee" means a retired uniformed member of such municipality's paid fire department or a retired regular member of such municipality's paid police department.

(b) The compensation paid to any public safety employee described in subsection (a) of this section shall be in an amount equal to the

Senate Bill No. 556

difference between (1) the total payment of benefits received by such employee under the provisions of chapter 568 of the general statutes and any other benefits, and (2) the regular rate of pay of such employee at the time of his or her retirement. Upon approval by the legislative body or board of selectmen, as applicable, in accordance with subsection (a) of this section, such compensation shall be paid annually to such employee and shall continue until such employee attains the age of sixty-five.

(c) A municipality providing for compensation in accordance with this section shall establish procedures for the evaluation of any retired public safety employee considered for such compensation to determine such person's eligibility.

Approved July 8, 2019



VII. C

MEMORANDUM

TO: Anthony Carr, P.E. – Chief of Operations & Public Works
FROM: Drew Berndlmaier, P.E. – Senior Engineer 
CC: Mario Pizighelli – Junior Engineer
REF: Public Works Committee Agenda Item – Inspection Services
DATE: February 26, 2020

I would like to request that the following items be included on the agenda for the March 3, 2020 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 for DPW Capital Projects related to the Paving Program (paving, sidewalks, drainage, etc), for an amount not to exceed \$210,850.00.

Account Nos. 09 18 4021 5777 C0021
09 19 4021 5777 C0021
09 20 4021 5777 C0021
09 19 4021 5777 C0318
09 20 4021 5777 C0318
09 20 4027 5777 C0302

The Public Works Department is still short a position, which has created a work backlog in the Department. The Department has also experienced an increase in requests for assistance from other Departments, to help review proposals, draft details, process cost estimates, administrate construction (ie. pave parking lots), etc.

Attached is a proposal from Tighe & Bond dated February 13, 2020.

23-0814-0-P015
February 13, 2020

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

**Re: 2020 Paving Program
Proposal for Construction Observation Services**

Dear Drew:

Tighe & Bond is pleased to present this proposal for construction observation services for the City of Norwalk's 2020 Paving Program.

It is our understanding that the City of Norwalk will be engaging a Contractor to perform milling, reclamation and paving operations on various roadways throughout the City. We have assumed that the construction observation will be provided on a full-time basis from March 1, 2020, through December 15, 2020. We have also included an additional 5 hours per week during the peak paving season (June 1, 2020, through October 31, 2020) to account for potential overtime work by the contractor. We have assumed a total of 1,750 hours of Construction Observation services. 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

We propose the following scope of services:

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.
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 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. Complete 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 will be provided for a maximum of 1,750 hours (approximately 205 work days plus 110 hours of overtime coverage during the peak paving season). Should additional construction observation services be required, an amendment can be provided for additional services.
2. Field survey services, including preparation of an as-built survey, are not included.
3. We have assumed the materials testing laboratory will be contracted directly by the City of Norwalk. Field and laboratory material testing costs are not included.
4. Review or processing of requisitions and change orders is excluded.
5. All services not specifically identified in the scope of work are excluded.
6. Tighe & Bond's on-site observer 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 \$210,850. 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. If this proposal is acceptable, we request that the previously agreed upon terms and conditions be utilized for these services.

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.

Phase	Estimate of Professional Hours	Hourly Rate	Estimated Fee
Construction Observation Services	1,750	\$115*	\$201,250
Office Engineering Support	20	\$180	\$3,600
Reimbursables (Mileage)			\$6,000
Total			\$210,850

*Rate for Construction Observer 2. **Please note that this rate represents a \$5 per hour discount from Tighe & Bond's standard hourly rate.**

Authorization

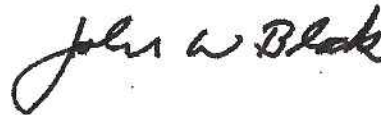
We are prepared to provide the services outlined above on the basis of your execution of the acceptance statement on a copy of this letter to indicate your approval of the scope of work, budget, and method of payment described above. Please contact John Block at 203-712-1111 or Jon Richer at 203-712-1117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

Sincerely,

TIGHE & BOND, INC.



Jonathan A. Richer, P.E.
Project Manager



John W. Block, P.E., L.S.
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



CITY OF NORWALK
Transportation Mobility & Parking
P: 203-854-7260
Norwalk City Hall
Room 122
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

MEMORANDUM

To: Members of Public Works Committee
Members of Common Council
From: Michael M. Yeosock, PE – Assistant Director of TMP
Date: 2/26/2020
Re: Lease Agreement

A parking lot will be constructed off of Riverside Drive (State Route 809) as part of State Project 102-350 Norwalk River Valley Trail – Phase 2. In order to accomplish, the City will be required to enter into a no cost lease agreement with the Connecticut Department of Transportation. A map of the proposed parking lot is attached.

CITY OF NORWALK
FIRE DEPARTMENT

VII.D

121 CONNECTICUT AVENUE
NORWALK, CONNECTICUT 06854



Tel: (203) 854-0200

TO: ALAN LO, BUILDING & FACILITIES MANAGER
FROM: GINO GATTO, CHIEF
DATE: February 24, 2019
RE: NEW CANAAN AVENUE FIREHOUSE INTERIOR ALTERATIONS

The New Canaan Avenue Firehouse was built in 1961 and serves the west side of Norwalk. The firehouse has had several repair upgrades throughout the years including a new roof in 1998.

This project consists of Updating the bathrooms of the officers on the first floor, re-doing the public restroom to make it ADA assessable. We are going to update the kitchen and add a new egress to the apparatus floor for a speedier response. The turnout gear will be in a new room so we can vent the space.

On the second floor, we are re-doing the bathroom to make it more gender-neutral for our female firefighters and add an area for a women's locker room.

The funds are part of the Station renovation plan.

On January 9, 2020 the Purchasing Department solicited bids for the Interior Alterations at the New Canaan Avenue firehouse. 14 bids were received. The bid results are as follows:

VENDOR	TOTAL LUMP SUM PRICE
Champion Maintenance Contractors	\$ 191,250.00
Kafa Group, LLC	\$ 236,975.00
RJM Construction Associates Inc.	\$ 238,000.00
Maggiore Construction, Inc.	\$ 263,000.00
Giacorp Contracting Inc.	\$ 268,650.00
RFJ Associates, LLC dba Tomlinson Hawley Patterson	\$ 271,700.00
John L. Simpson Co. Inc	\$ 272,500.00
Titan Enterprises Inc.	\$ 292,000.00
Tancreti Construction LLC	\$ 321,861.87
Diversity ConstrucTion Group, LLC	\$ 389,000.00
NAC Industries Inc.	\$ 396,000.00
Wernert Construction Management, LLC	\$ 433,317.00

ACTION REQUESTED:

- a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with ___ Champion Maintenance Contractor. Funds are available from account. 0915 3110 5777 C0557
- b. Authorize the Fire Department to issue change orders on the contract for a total not to exceed \$.19,125.00

TO: MEMBERS OF LAND USE & BUILDING MANAGEMENT COMMITTEE

FROM: NEIL RENNIE, PROPERTY MANAGER

DATE: FEBRUARY 27, 2020

RE: NORWALK POLICE HEADQUARTERS – ROOF TOP UNIT (RTU-4) REPLACEMENT

On February 6, 2020 the City's Purchasing Department solicited bids for the replacement of Roof Top Unit (RTU-4) at the Norwalk Police Headquarters. This RTU is one of the six major RTU's that need to be replaced along with four CRAC units (computer room air conditioning). RTU's were installed in 2005 and operate 24/7. Building Management had asked for \$400,000 to replace all RTU's at the same time but Building Management was only awarded \$100,000 as part of the 2019-2020 Capital Budget. Building Management has since requested the additional \$300,000 in this year's Capital Budget. The reasons for replacement are that the RTU's are becoming less reliable, require more servicing over the years and have reach their life expectancy. This building is a critical city property since 911 call center is located on the third floor. In addition to new RTU's, Building Management will also be installing Variable Air Volume unit (VAV) with reheat controls for improved energy efficiencies, all connected to existing Building Management System (BMS) (provided by NEEC our control contractor as additional cost to this project).

The City received four (4) bids. The results are as follows:

FIRM	Low Bidder
All State Construction, Inc	\$30,112.00
Main Enterprises Inc	\$37,700.00
Universal Building Services LLC	\$48,635.62
Sav-Mor Cooling & Heating, Inc	\$31,900.00

After reviewing the submissions for the above mentioned project, the Purchasing Department and the Office of Building Management recommend award to the apparent low bidder, ALL STATE CONSTRUCTION, LLC.

ACTION REQUESTED:

a. Authorize the Mayor, Harry W. Rilling, to execute a Contract with ALL STATE CONSTRUCTION, LLC for the Norwalk Police Headquarters – Roof Top Mechanical Equipment Replacement Project for a total not to exceed \$30,112.00. Account #09207100 5777 C0137

b. Authorize the Office of Building Management to issue change orders on the contract for a total not to exceed \$3,011.00.



CITY OF NORWALK
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TO: MEMBERS OF LAND USE & BUILDING MANAGEMENT COMMITTEE

FROM: ALAN LO, BUILDING & FACILITIES MANAGER 

RE: CITY HALL AIR HANDLER REFURBISHMENT

DATE: FEBRUARY 27, 2020

Norwalk City Hall was renovated in 1987. The air handler units providing heating and air conditioning is now 32 years old. The Office of Building Management has initiated a multi-years replacement project of the 5 main air handler units and 4 smaller air handler units. We replaced Unit #5 about 2 years ago and refurbished the unit serving the Concert Hall 6 months ago. On January 14, 2020, the Common Council approved the following action to proceed with the refurbishment of Unit #2.

“a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Universal Business Services, LLC for City Hall Air Handler Unit refurbishment project for a total not to exceed \$64,839.96. Funds are available from account # 0920 4071 5777 CO439 and 0919 7100 5777 CO0476. AUTHORIZED

3b. Authorize the Office of Building Management to issue change orders on the contract for a total not to exceed \$6,483.00. AUTHORIZED”

Unfortunately, there was a typo with the name of the company. In lieu of “Universal Business Services, LLC”, the correct name is “Universal **Building** Services, LLC”. Therefore, the following technical correction is required:

Rescind: Common Council action of January 14, 2020 Item VII.D. 3a&b to correct the name of the company from “Universal Business Services LLC” to “Universal **Building** Services, LLC”. The corrected action shall read as follows:

“a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Universal Building Services, LLC for a total not to exceed \$64,839.96. Funds are available from account 0914 4071 5777 C0439.

b. Authorize the Office of Building Management to issue change orders on the contract for a total not to exceed \$6,483.00”