FINANCE/CLAIMS COMMITTEE MEETING
Thursday June 14, 2018 7:00P.M.

CITY HALL
Common Council Chambers
125 East Avenue
Norwalk, Connecticut
AGENDA

1. Call to Order

2. Roll Call

3. Public Participation

4. Approve the Minutes of the following Finance Committee Meetings:
   May 10, 2018

5. Claims Committee: receive the monthly Claims report; review and approve claims as required for Claims Report dated:
   June 14, 2018

6. Narrative on Tax Collections dated June 14, 2018- Receive Report and discuss.

7. Monthly Tax Collector's Reports - Receive Reports and discuss:
   May 31, 2018

8. Authorize the Mayor, Harry W. Rilling, to execute a purchase and sale agreement for the City of Norwalk to purchase the remaining one half interest in the property at 98 South Main Street, Norwalk, CT from the South Norwalk Community Center, Inc. for three hundred thousand dollars.

9. Authorize the Purchasing Agent to issue a purchase order to Stanbury Uniforms, Inc. located at 108 Stanbury Industrial Drive, Brookfield, MO 64628, for two hundred (200) band uniforms for the Norwalk High School Marching Band for a sum not to exceed $103,305.00.
   Account No. 09-19-5010-5777-C0620

10. Authorize the Mayor, Harry W. Rilling, to submit an application to the State of Connecticut Department of Emergency Services and Public Protection for grant funds for Emergency Management Performance Grant which is approximately $xx,xxx.

11. Authorize the Purchasing Agent to issue purchase orders to Connection for the supply of a Storage Area Network per response to Bid Project # 3819 for an amount not to exceed $57,168.46, account 09170600-5777-C0375 (approved IT Capital project; no special appropriation required).

12. Authorize the Mayor, Harry W. Rilling, to execute an Amendment to the Software License and Service Agreement between the City and Software Consulting Associates for the licensing and services of Municity Permit System for the Health Department for an amount not to exceed $65,078.00, account 09160600-5777-C0375 (approved IT Capital project; no special appropriation required).

13. Authorize the Purchasing Agent to issue purchase orders in accordance with City Procurement Guidelines for the supply of personal computers workstations, laptops, ruggedized data terminals, tablets, and obsolete asset disposal according to City IT department specifications for an amount not to exceed $197,018.70 account 09190600-5777-C0375 (budgeted IT capital item; no special appropriation required).

14. Authorize the Purchasing Agent to issue purchase orders to SHI for the supply of Varonis software system per quotation #15417368, dated May 30, 2018, State of Connecticut contract #17-PSX0129, for an amount not to exceed $49,116,00, account 09190600-5777-C0375 (budgeted IT capital item; no special appropriation required) and forward onto the Common Council for further action.

15. Authorize the Purchasing Agent to issue purchase orders to Total Communications, the lowest bidder, for the procurement of Cisco LAN switches for the main Library and South Norwalk Library for an amount not to exceed $45,272.04, account 09190600-5777-C0375 (budgeted IT capital item; no special appropriation required) and forward onto the Common Council for further action.

16. Authorize the Mayor, Harry W. Rilling, to execute an amendment to the Lease Agreement with New Vision Systems Corporation, a sole source provider, for the provision of additional equipment, software, and services related to the Official Records Systems module and further extend the term of the Lease Agreement through March 2024. Lease payments shall be $3,531.00 per month for the duration of the amended Agreement, account 010500-5255 (budgeted operating expense; no special appropriation required).

17. Authorize Mayor, Harry W. Rilling to execute Commercial Property and Equipment Breakdown insurance placements along with General Liability, Automobile Liability, UM/UM, Employee Benefits Liability, Law Enforcement Liability, Public Officials Liability, School Leaders Liability, Umbrella Liability and Automobile Physical Damage insurance placements for the one year period beginning July 1, 2018 with Connecticut Interlocal Risk Management Agency (CIRMA) for an amount not to exceed $922,864 for FY 18-19. Account #161343-541N, 165053-541N

18. Authorize Mayor, Harry W. Rilling to execute Excess Workers' Compensation insurance placements for the FY 2018-19 with Safety National through H.D. Segur, Inc. for an amount not to exceed $142,069. Account #161343-541N, 165053-541N

19. Authorize Mayor, Harry W. Rilling to execute Crime Insurance placements for the FY 2018-19 with CIRMA for an amount not to exceed $2,750. Account #161343-541N, 165053-541N.

20. Authorize Mayor, Harry W. Rilling to execute Flood insurance placements for two (2) separate locations and placements the FY 2018-19 with National Flood Insurance Program - Middlesex Mutual Assurance Co. for a total amount not to exceed $22,091. Account #161343-541N, 165053-541N

21. Authorize Mayor, Harry W. Rilling to execute TULIP insurance placements for the FY 2018-19 with Shoff Darby for a total amount not to exceed $9,000. Account #161343-541N, 165053-541N

22. Receive Oak Hills Authority Monthly Financial Statements for April 30, 2018 and discuss Oak Hills Authority operations.

23. Adjourment

CITY OF NORWALK
FINANCE/CLAIMS COMMITTEE
REGULAR MEETING
MAY 10, 2018

ATTENDANCE:	Greg Burnett, Chairman; Douglas Hempstead, John Kydes, Nicholas Sacchinelli, John Igneri (7:14 p.m.)
OTHERS:	Frederic Gilden, Comptroller; Lisa Biagiarelli, Tax Collector; Lunda Asmani, Management and Budgets

CALL TO ORDER.

Mr. Burnett called the meeting to order at 7:09 p.m.

ROLL CALL.

Mr. Burnett called the roll. A quorum was present.

Mr. Burnett announced that the following two agenda items had been removed from the agenda:

RESOLUTION: Approve special capital appropriations totaling $12.6 million to increase the available funds for the following three projects: $5.0 million for the Facilities Master Plan, project 09185010-5777-C0610; $4.0 million for Ponus Ridge Addition and Alteration, project 091850105777-C0608; and $3.6 million for the New Columbus School at the Ely Site, project 091850105777-C0607; and authorizing the issuance of $12.6 million of General Obligation Bonds of the City of Norwalk to meet said appropriation.

RESOLUTION: Approve the reduction of the $12.6 million of appropriations for the Jefferson School, project 09195010-5777-C0618, from $20.762 million to $8.162 million.

PUBLIC PARTICIPATION.

There was no one present who wished to address the Committee at this time.

APPROVE THE MINUTES OF THE FOLLOWING FINANCE COMMITTEE MEETINGS:

April 12, 2018

The following correction was noted:

Page 5, under **Receive Board of Estimate and Taxation Appropriations Dated April 2, 2018**. following paragraph 2, please add the following **MOTION**.

> **** MR. HEMPSTEAD MOVED TO ACCEPT THE BOARD OF ESTIMATE AND TAXATION APPROPRIATIONS DATED APRIL 2, 2018 AS PRESENTED.**
> **** THE MOTION PASSED UNANIMOUSLY.**

**** MR. HEMPSTEAD MOVED TO APPROVE THE APRIL 12, 2018 FINANCE COMMITTEE MINUTES AS CORRECTED.**
**** THE MOTION TO APPROVE THE APRIL 12, 2018 FINANCE COMMITTEE MINUTES AS CORRECTED PASSED WITH THREE (3) IN FAVOR (BURNETT, HEMPSTEAD, AND KYDES) AND ONE ABSTENTION (SACCHINELLI).**

Claims Committee: receive the monthly claims report; review and approve claims as required for Claims Report dated: May 10, 2018

Ms. Biagiarelli indicated that there was three special requests for refunds in excess of $10,000. She reviewed the details with the Committee.

Mr. Igneri joined the meeting at 7:14 p.m.

**** MR. SACCHINELLI MOVED TO RECEIVE THE MONTHLY CLAIMS REPORT AND APPROVE THE REFUNDS OF OVER $10,000 AS REQUIRED FOR CLAIMS REPORT AS OF THE MAY 10, 2018 REPORT.**
**** THE MOTION PASSED UNANIMOUSLY.**

Narrative on Tax Collections dated May 10, 2018 -- Receive Report and discuss.

Monthly Tax Collector's Reports – Receive Reports and discuss: March 31, 2018.

Ms. Biagiarelli presented her report and noted that the Corporations Counsel had requested the Tax Collector include the blight liens in the upcoming tax sale. She then announced that the tax bills will be going out in early June, which gives the taxpayers more time to pay. She said that the office was working on the elderly tax abatements.

Mr. Igneri asked about the amount of tax payments that have been turned in. Ms. Biagiarelli explained that now that there is a set mill rate for the tax year, they can actually accept tax payments. When there is a real estate sale, she can tell the attorneys what the taxes will be on the parcel.

The discussion moved to the blight liens. Ms. Biagiarelli explained that there was a process that the Corporation Counsel's Office goes through before placing a zoning lien, or a blight lien on a parcel. She said that Blight had a total of $12,000 and Zoning had a total of $8,000.

The report was accepted by the Committee.

Authorize the Purchasing Agent to issue purchase orders to Connection for a supply of a Storage Area Network per response to Bid Project #3819 for an amount not to exceed $57,168.46. Account number 09170600-5777-C0375.

Mr. Gilden reported that Ms. DelVecchio was not present at the meeting and he could not speak to the item. Mr. Burnett asked Mr. Gilden to inform Ms. DelVecchio that the item was tabled to the June meeting . He also noted that the date that it was presented and the date it was approved were the same.

Resolution making appropriations for the various public improvements aggregating $83,793,000 for the 2018-2019 capital budget and authorizing the issuance of $83,793,000 General Obligation Bonds of the City of Norwalk to meet said appropriation in the 2018-2019 capital budget.

Mr. Gilden said that this was something that was done every year following the budget approval. He said that the Bond Counsel indicates how much the bonds should be. Mr. Gilden said that there is a draft of the various projects and this bonding would be for part of the projects. The debt services on the $31 million will start next year. The $31 million includes some of the capital projects that were approved last year.

Mr. Burnett asked whether the amount should reflect the amount they will be actually bonding for. Mr. Gilden said that they were just asking for authorization for the bonding, but would be back to ask for approval with the actual bond amount when the times comes.

Mr. Armani, came forward and explained that this authorization was for giving the Finance Department the approval for bonding when the projects are ready to bond.

Mr. Hempstead asked if there was a reason why they would bond a year in advance for a project. Mr. Gilden said that he would look into this.

**** MR. KYDES MOVED TO APPROVE THE RESOLUTION MAKING APPROPRIATIONS FOR THE VARIOUS PUBLIC IMPROVEMENTS AGGREGATING $83,793,000 FOR THE 2018-2019 CAPITAL BUDGET AND AUTHORIZING THE ISSUANCE OF $83,793,000 GENERAL OBLIGATION BONDS OF THE CITY OF NORWALK TO MEET SAID APPROPRIATION IN THE 2018-2019 CAPITAL BUDGET.**

**** THE MOTION PASSED WITH THREE (3) IN FAVOR (IGNERI, KYDES AND SACCHINELLI) AND ONE (1) ABSTENTION (HEMPSTEAD).**

Receive Oak Hills authority Monthly Financial Statements for March 31, 2018 and discuss Oak Hills Authority operations.

Mr. Gilden said that he had spoken with Ms. Pat Williams and that there is no additional information to add at this time. They expect some type of resolution within the next few weeks. Mr. Kydes suggested that the OHPA and the Council all get together to discuss the issues.

Mr. Kydes gave a brief update on the restaurant situation and the OHPA's initiatives. Mr. Burnett noted that there was an article in The Hour recently about this.

Receive BET Appropriation Dated May 7, 2018

There are two special appropriations for the Committee to review. The items were discussed at the May 2, 2018 BET meeting, and was approved. Mr. Gilden said that the information package was sent out on Friday, but when this agenda was sent out the BET had not yet had their meeting.

1. **Special Appropriation – Board of Education Special Education Development Fund of $1.2 million.**

Mr. Hempstead asked why the BOE needs more money when the budget was just passed last month. Mr. Asmani explained that this was the third year for the Norwalk Board of Education's Special Education Development Fund, which was approve in a Memorandum of Agreement from June 2016 for the term of FYE 17 – FYE 19.

**** MR. IGNERI MOVED TO RECEIVE THE BET SPECIAL APPROPRIATION – BOARD OF EDUCATION SPECIAL EDUCATION DEVELOPMENT FUND.**
**** THE MOTION PASSED UNANIMOUSLY.**

2. **Special Appropriation – The Norwalk Public Library State Library Grant appropriation for $1,345.**

**** MR. IGNERI MOVED TO RECEIVE THE BET SPECIAL APPROPRIATION – THE NORWALK PUBLIC LIBRARY STATE LIBRARY GRANT APPROPRIATION FOR $1,345.**
**** THE MOTION PASSED UNANIMOUSLY.**

ADJOURNMENT

**** MR. IGNERI MOVED TO ADJOURN.**

**** THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 7:47 p.m.

Respectfully submitted,

S. L. Soltes
Telesco Secretarial Services

AGENDA JUNE 14TH, 2018

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE COMMITTEE		APPROVED BY TAX COLLECTOR		REPORTED TO CLAIMS
PAY TO:		***BILL No & AMOUNT TO REFUND***		***REASON***
CAB EAST LLC	($9,824.42)	16-MV-SEE BACK UP		PRORATIONS
CAB EAST LLC		16-MV-308694	($150.98)	PRORATION
CAB EAST LLC		16-MV-308343	($262.18)	PRORATIONS
		16-MV-308476	($35.86)	PRORATIONS
	($446.68)	16-MV-308706	($148.64)	PRORATIONS
DIAZ-LOPEZ, SEGUNDO ENRIQUE		16-MV-403611	($19.61)	PRORATION
FORDE, LISETTE SIOBHAN		16-MV-323456	($42.39)	PRORATION
HONDA LEASE TRUST		16-MV-330793	($41.42)	PRORATION
JP MORGAN CHASE BANK NA		16-MV-334438	($92.95)	PRORATIONS
	($134.85)	16-MV-407573	($41.90)	PRORATIONS
JO MORGAN CHASE BANK NA		16-MV-334722	($90.13)	PRORATION
LEBLANC, BRIAN G		16-MV-338558	($42.02)	PRORATION
NISSAN INFINITI LT		16-MV-347794	($340.05)	PRORATIONS
		16-MV-348150	($91.07)	PRORATIONS
	($653.35)	16-MV-348631	($222.23)	PRORATIONS
NISSAN INFINITI LT		15-MV-346804	($376.89)	ABATEMENTS
	($690.09)	16-MV-348017	($313.20)	ABATEMENTS
NISSAN INFINITI LT		16-MV-347786	($215.65)	PRORATION
POMPONI, JEFFREY J		16-MV-411156	($50.00)	OVERPAYMENT
ROBINSON, GREGORY		16-MV-411743	($353.24)	DUPLICATE BILLING
SIMMS, JOAN M		14-MV-358681	($310.03)	ABATEMENT-SENT TO DARIEN
		15-MV-359166	($270.66)	ABATEMENT-SENT TO DARIEN
	($80.508)	16-MV-360953	($224.39)	ABATEMENT-SENT TO DARIEN

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE COMMITTEE **APPROVED BY TAX COLLECTOR** **REPORTED TO CLAIMS**

PAY TO:		*BILL No & AMOUNT TO REFUND*		*REASON*
SMITH, LAURA MARSHALL		16-MV-412786	($130.03)	ABATEMENT
SMITH, MARY P		16-MV-361565	($201.99)	PRORATION
SORBO, JOHN A		16-MV-361958	($211.69)	PRORATIONS
	($910.74)	16-MV-361960	($699.05)	PRORATIONS
USB LEASING LT		16-MV-367562	($311.24)	PRORATION
VAULT TRUST	($7,834.10)	16-MV-SEE BACK UP		PRORATIONS
VAULT TRUST	($1,035.59)	16-MV-SEE BACK UP		PRORATIONS
VAULT TRUST	($5,596.91)	16-MV-SEE BACK UP		PRORATIONS
VCFS AUTO LEASING COMPANY		16-MV-368815	($375.11)	PRORATION
VW CREDIT LEASING LTD		16-MV-370143	($310.13)	PRORATION
WHITMAN, AARON J		16-MV-371423	($14.70)	PRORATION
A-E CONTRACTING LLC RE: 4 FRANCE ST 1-79-2-0		16-RE-108481	($24.00)	PAID IN ERROR

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE COMMITTEE	APPROVED BY TAX COLLECTOR	REPORTED TO CLAIMS
PAY TO:	***BILL No & AMOUNT TO REFUND***	***REASON***
CHASE ADD: 7 WOODCREST RD 5-5-84-0	16-RE-122644 ($4,499.91)	OVERPAYMENT / DUP PAYMENT
CITIMORTAGE INC ADD: 4 HOLLOW TREE CT 2-35-127-0	16-RE-122326 ($3,804.58)	OVERPAYMENT / DUP PAYMENT
CORELOGIC RE:2 SILVERMINE WAY 5-46-281-0	16-RE-120169 ($7,383.46)	OVERPAYMENT / DUP PAYMENT
CORELOGIC TAX SERVICE RE: 7 VOLLMER AVE 5-10-202-0	16-RE-127765 ($3,337.47)	OVERPAYMENT / DUP PAYMENT
CORELOGIC TAX SERVICE RE: 16 HILLSIDE PLACE, UNIT M5 2-49-12-M5	16-RE-118590 ($2,413.52)	OVEPAYMENT / DUP PAYMENT

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE COMMITTEE	APPROVED BY TAX COLLECTOR	REPORTED TO CLAIMS
PAY TO:	***BILL No & AMOUNT TO REFUND***	***REASON***
CORELOGIC TAX SERVICE RE: 14 CROCKET ST 6-9-6-0	16-RE-111496 ($8,674.63)	OVERPAYMENT / DUP PAYMENT
CORELOGIC TAX SERVICE RE: 2 DEWAL CT 5-35-82-0	16-RE-125533 ($5,123.29)	OVERPAYMENT / DUP PAYMENT
CORELOGIC TAX SERVICE RE: 27 CRAW AVE 6-6-56-0	15-RE-106901 ($8,115.32)	OVERPAYMENT / DUP PAYMENT
CORELOGIC TAX SERVICE RE: 20 STONYBROOK RD 5-20-53-0	16-RE-118825 ($3,997.83)	OVERPAYMENT / DUP PAYMENT
CORELOGIC RE:73 EAST ROCKS RD 5-13-235-0	16-RE-110116 ($4,344.01)	OVERPAYMENT / DUP PAYMENT

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE COMMITTEE	APPROVED BY TAX COLLECTOR	REPORTED TO CLAIMS
PAY TO:	***BILL No & AMOUNT TO REFUND***	***REASON***
CORELOGIC TAX SERVICE RE: 8 PEACEFUL LANE 5-17-140-0	16-RE-105123 ($3,978.68)	OVERPAYMENT / DUP PAYMENT
CORELOGIC TAX SERVICE RE: 465 NEWTOWN AVE 5-31-8-0	16-RE-127538 ($3,512.37)	OVERPAYMENT / DUP PAYMENT
CORELOGIC TAX SERVICE RE: 68 EAST ROCKS RD 5-14-74-0	16-RE-118935 ($3,671.53)	OVERPAYMENT / DUP PAYMENT
CORELOGIC TAX SERVICE RE: 9 RANGE RD 6-32B-22-0	16-RE-111497 ($4,502.01)	OVERPAYMENT / DUP PAYMENT
CORELOGIC TAX SERVICE ADD: 46 BARTLETT AVE 5-50-82-0	16-RE-121173 ($3,354.59)	OVERPAYMENT / DUP PAYMENT
CORELOGIC TAX SERVICE ADD: 50 WEST ROCKS RD 5-13-47-0	16-RE-126836 ($3,714.65)	OVERPAYMENT/ DUP.PAYMENT

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE COMMITTEE		APPROVED BY TAX COLLECTOR	REPORTED TO CLAIMS
PAY TO:		***BILL No & AMOUNT TO REFUND***	***REASON***
DITECH RE: 14 HAZEL ST 5-11-70-0		16-RE-102738 ($3,847.89)	OVERPAYMENT / DUP PAYMENT
DITECH RE: 6 PARK LANE 5-85C-159-0		16-RE-128360 ($3,627.07)	OVERPAYMENT / DUP PAYMENT
MCAULIFFE, KATHERINE ADD: 156 WEST NORWALK RD 5-63-23-0		16-RE-117165 ($60.19)	OVERPAYMENT
NATIONSTART MORTGAGE RE: 68 LEDGRBRROK DRIVE 5-64-200-16/04		16-RE-121520 ($2,768.74)	OVERPAYMENT / DUP PAYMENT
RE: LEDGEBRROK DRIVE GARAGE UNIT 5-64-200-16G1	($2,886.35)	16-RE-121521 ($117.61)	OVERPAYMENT / DUP PAYMENT
NATIONSTART MORTGAGE RE: 11 BOND ST 3-21-12-0		16-RE-122773 ($3,131.46)	OVERPAYMENT / DUP PAYMENT

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE COMMITTEE	**APPROVED BY TAX COLLECTOR**	**REPORTED TO CLAIMS**
PAY TO:	***BILL No & AMOUNT TO REFUND***	***REASON***
PROVIDENT FUNDING RE: 34A BAYNE ST 5-35-26-0	16-RE-120511 ($1,823.50)	OVERPAYMENT / DUP PAYMENT
SUNTRUST MORTGAGE INC RE:197 ROWAYTON WOODS DR 5-80-200-12197	16-RE-111609 ($3,073.28)	OVERPAYMENT / DUP PAYMENT
WELLS FARGO HOME MTG RE: 65 COVE AVE 3-61-7-0	16-RE-101645 ($5,475.71)	OVERPAYMENT / DUP PAYMENT
WELLS FARGO REAL ESTATE TAX SERGVICE ADD: 38 OLD ROCK LANE 5-59-27-0	16-RE-122274 ($9,098.22)	OVERPAYMENT / DUP PAYMENT

SPECIAL REQUEST

DUNLOP, JOHN ADD: 70 VAN ZANT ST 3-39-11-0		14-RE-107786 ($4,312.00)	SEWER USE FEE ADJ PER WPCA
		15-RE-107830 ($4,759.00)	SEWER USE FEE ADJ PER WPCA
	($13,736.00)	16-RE-107903 ($4,665.00)	SEWER USE FEE ADJ PER WPCA

		CAB EAST	
BILL #	PLATE #	VIN#	AMOUNT
16-308190	0AGAF1	3FA6P0D90ER210223	$ 370.56
16-308206	553WVU	5LMCJ2A91FUJ09760	$ 151.21
16-308224	189WTE	5LMCJ2A91FUJ09760	$ 226.71
16-308228	835YUL	1FM5K8F88EGB47852	$ 201.59
16-308252	6APMV6	2FMDK4JC7EBA98229	$ 390.08
16-308267	681WRR	3FA6P0H77ER172885	$ 145.58
16-308273	841ZPH	1FADP3K21EL386386	$ 204.44
16-308283	8AGDB9	1FADP3K23EL251023	$ 204.44
16-308306	3ARHH4	1FADP3K21EL434873	$ 143.09
16-308315	7ATWP7	1FM5K8D85FGC01080	$ 495.29
16-308323	1ANUH6	3FA6P0PU7ER334974	$ 311.67
16-308344	396YLD	3FADP4CJ2EM215690	$ 163.36
16-308353	8796CZ	1FADP3J20EL232379	$ 286.01
16-308358	4ARUB7	3FA6P0PU8ER269908	$ 169.96
16-308381	8AHDW1	1FADP3K26EL304362	$ 122.73
16-308394	448YPG	1FADP3K2XFL327872	$ 71.39
16-308403	AA90904	1FM5K8D86FGC01301	$ 346.63
16-308431	3AKPA7	2FMDK4JC8EBA13852	$ 78.19
16-308438	2ABXN3	3FA6P0SUXDR316278	$ 331.46
16-308439	726ZZV	1FM5K8F87DGC89298	$ 368.51
16-308452	AA91641	1FM5K8F85GGA68464	$ 251.50
16-308456	1ADLM9	1FMCU9J93EUA88654	$ 453.39
16-308484	6ALFT1	1FM5K8D80EGC31814	$ 227.59
16-308487	479YZM	1FM5K8D88EGA83377	$ 364.05
16-308491	347YYW	2FMDK4JC7DBE22519	$ 246.95
16-308496	AD60089	3FADP4BJ7GM166409	$ 168.50
16-308526	4AFGW7	2FMDK4JCXDBE09635	$ 317.72
16-308559	2AHEJ5	1FADP3K21EL268032	$ 143.09
16-308565	4ARHH1	1FM5K8D84FGB15176	$ 495.29
16-308573	301WRB	2FMDK4JC7EBA57244	$ 155.95
16-308577	4ANUH5	1FM5K8GT7FGA81735	$ 64.43
16-308595	4ABGX2	1FMCU9J95EUA09954	$ 415.75
16-308612	AG22899	5LMCJ3D96HUL13460	$ 286.53
16-308633	3ALMT2	1FMCU9JX1EUC72120	$ 36.26
16-308647	6AGGH8	3LN6L2JK1ER821334	$ 338.12
16-308649	1AHDR8	3LN6L2JK2ER814019	$ 112.70
16-308652	1ABBJ9	1FMCU9J91DUD75005	$ 412.81
16-308667	AC58175	3FA6P0H77GR272505	$ 181.27
16-308725	4ABWG1	3LN6L2GK5DR823626	$ 369.62
TOTAL			**$ 9,824.42**

	VAULT TRUST		
BILL #	PLATE #	VIN#	AMOUNT
15-366938	0ARUA0	1C4RJFCT8CC269962	$ 615.14
16-368697	0ARUA0	1C4RJFCT8CC269962	$ 500.63
16-368458	793ZYP	1G11B5SA4DF295665	$ 229.76
16-368465	2AREL1	1GCVKREC2FZ145990	$ 515.38
16-368468	9AGRS7	1C4HJWEG7EL240533	$ 160.58
16-368470	8AMVM2	1C4BJWDG3FL503173	$ 105.13
16-368484	485YNX	1C4RJFAG4EC391937	$ 271.19
16-368493	179ZSX	1C4NJRFB9DD281181	$ 313.20
16-368497	7193CX	1GTV2VEC7EZ276288	$ 278.35
16-368505	6ARKM7	1C4HJWDG7FL594247	$ 366.99
16-368522	9AADF6	1C4BJWDG7EL101770	$ 199.54
16-368531	5AHRX2	1GCVKREC8EZ278803	$ 531.58
16-368534	976ZPN	1C4PJMAK9CW20671	$ 305.52
16-368539	4ANUE7	1C4BJWDG2FL506548	$ 209.63
16-368560	5ABRU0	1C4RJFCG5EC255359	$ 472.11
16-368579	EATCAKE	1GNKVJKD2EJ334216	$ 255.64
16-368583	3ADMT9	1C4AJWAG7DL70116	$ 301.03
16-368613	1AEHJ4	1C4RJFBG4EC335415	$ 233.16
16-368637	3AGRS3	1GNKVHKD8EJ26226	$ 264.70
16-368658	5AGVX9	1C4RJFAG8EC392329	$ 271.19
16-368672	0AMVN8	1C4BJWEG2EL243264	$ 160.58
16-368691	7AADF8	1C4HJWEG9DL684270	$ 519.67
16-368700	595YVA	1GKKVTKD7EJ152469	$ 519.50
16-368701	4ALMR0	1C4HJWEG8EL319158	$ 160.58
16-414209	AG58042	1G6AH5SX2E0105931	$ 73.32
TOTAL			**$7,834.10**

VAULT TRUST

BILL #	PLATE #	VIN#	AMOUNT
6-368568	427YWJ	2G61M5S30E9238248	$ 214.33
6-368577	0ADHR5	2G1FC1E34D9157030	$ 276.50
.6-368603	1AADJ0	2G1FC1E34D9157030	$ 305.37
.6-368619	AC6120€	2GNALBEK1E6151615	$ 143.24
.6-414240	5AHJH2	2GKFLVEK3E6252563	$ 96.15
'OTAL			$ 1,035.59

VAULT TRUST

BILL #	PLATE #	VIN#	AMOUNT
16-368457	890ZZK	KL4CJGSB3DB145118	$ 236.66
16-368461	589YTR	3GYFNEE34ES654568	$ 143.00
16-368469	553YLA	2GNALAEKXE6232204	$ 157.38
16-368492	0AADJ4	1GNKVFED7DJ233907	$ 318.66
16-368519	203ZXN	1C4AJWBGXDL614881	$ 451.66
16-368526	7AHJH7	1GTV2UEH4EZ272849	$ 91.49
16-368529	877ZZK	1GNSKJE73DR337950	$ 585.10
16-368543	273VSB	3GCUKREC1EG142685	$ 470.21
16-368547	4ANGT9	1G11B5SL8EF227498	$ 91.30
16-368554	5AKRM2	1GKKVTKD0EJ345580	$ 230.64
16-368559	5ABJB5	1G1PF5SB3D7111544	$ 199.75
16-368565	6ABXV5	1GNKVJKD4EJ170418	$ 510.69
16-368580	8AEEB0	1G1PA5SG9E7128621	$ 205.76
16-368605	1ADVK0	1G6AG5RX6E0113894	$ 278.02
16-368607	1812CY	1GCVKPEH0EZ243480	$ 112.96
16-368612	7ADVK9	1G1PC5SB4E7187588	$ 173.29
16-368617	8AMVM	1C4HJWEG4FL503658	$ 111.82
16-368618	6AENT4	1GKKVPKD5EJ171724	$ 253.14
16-368621	9AMVM0	1C4HJWEG6FL507954	$ 55.57
16-368632	6533CY	3GCUKREC7EG457717	$ 52.05
16-368635	2AGJW8	2GNFLGE36E6229365	$ 134.55
16-368649	1AGFX5	1C4RJFBG7EC362897	$ 233.16
16-368669	373YLA	2GNFLGE37E6279594	$ 101.02
16-368685	360ZMZ	1GNSKCKC0FR510243	$ 84.27
16-368704	2AHVN4	1C4RJFCG0EC362898	$ 314.76
TOTAL			**$ 5,596.91**

TAX COLLECTOR'S REPORT
MAY 2018

FISCAL YEAR 2017-2018 (2016 GRAND LIST)	ORIGINAL LEVY	ADJ. TAX COLLECTIONS JUN 17 - MAY 18	COLLECTION %	CORRECTED LEVY*	CHANGE IN LEVY	COLLECTION %
AUTOMOBILE-REGULAR	$18,742,512.33	$17,519,145.62	93.47%	$18,411,397.00	($331,115.33)	95.15%
AUTOMOBILE-SUPPLEMENTAL	$3,260,045.73	$2,913,173.29	89.36%	$3,246,013.24	($14,032.49)	89.75%
PERSONAL PROPERTY	$20,774,746.28	$20,384,843.96	98.12%	$21,004,357.94	$229,611.66	97.05%
REAL ESTATE	$269,517,650.26	$267,377,422.11	99.21%	$268,742,190.66	($775,459.60)	99.49%
TOTAL TAX	**$312,294,954.60**	**$308,194,584.98**	**98.69%**	**$311,403,958.84**	**($890,995.76)**	**98.97%**
SEWER USE	$15,371,652.00	$15,328,994.18	99.72%	$15,501,311.00	$129,659.00	98.89%
IPP FEE	$204,250.00	$188,266.34	92.17%	$214,750.00	$10,500.00	87.67%

FISCAL YEAR 2016-2017 (2015 GRAND LIST)	ORIGINAL LEVY	JUN 16 - MAY 17				
AUTOMOBILE-REGULAR	$17,749,640.53	$16,700,407.25	94.09%	$17,579,012.14	($170,628.39)	95.00%
AUTOMOBILE-SUPPLEMENTAL	$3,315,742.19	$2,889,945.30	87.16%	$3,245,058.25	($70,683.94)	89.06%
PERSONAL PROPERTY	$19,959,243.96	$19,521,140.65	97.81%	$19,750,928.78	($208,315.18)	98.84%
REAL ESTATE	$265,387,336.38	$262,491,061.64	98.91%	$264,511,356.01	($875,980.37)	99.24%
TOTAL TAX	**$306,411,963.06**	**$301,602,554.84**	**98.43%**	**$305,086,355.18**	**($1,325,607.88)**	**98.86%**
SEWER USE	$15,359,855.00	$15,144,774.89	98.60%	$15,337,135.14	($22,719.86)	98.75%
IPP FEE	$212,250.00	$190,424.19	89.72%	$211,750.00	($500.00)	89.93%
TAX DIFFERENCE 2016 G.L. vs. 2015 G.L. INCREASE/(DECREASE)	$5,882,991.54	$6,592,030.14	0.26%	$6,317,603.66	$434,612.12	0.11%
SEWER DIFFERENCE 2016 G.L. vs. 2015 G.L. INCREASE/(DECREASE)	$11,797.00	$184,219.29	1.12%	$164,175.86	$152,378.86	0.14%
IPP DIFFERENCE 2016 G.L. vs. 2015 G.L. INCREASE/(DECREASE)	($8,000.00)	($2,157.85)	2.46%	$3,000.00	$11,000.00	-2.26%

BACK TAXES COLLECTED	FISCAL YR 2017-2018 (JUL 17 - MAY 18)	FISCAL YR 2016-2017 (JUL 16 - MAY 17)	CUR YR vs.PRIOR YR INC/(DEC)
PRIOR TAXES	$1,342,110.67	$2,409,675.48	($1,067,564.81)
PRIOR SEWER USE FEE	$44,391.86	$71,023.38	($26,631.52)
PRIOR IPP FEE	$9,886.37	$17,012.10	($7,125.73)
TOTAL PRIOR TAX, SEWER & IPP	**$1,396,388.90**	**$2,497,710.96**	**($1,101,322.06)**
CURRENT INTEREST	$746,991.14	$764,452.58	($17,461.44)
PRIOR INTEREST	$819,284.14	$768,253.81	$51,030.33
SEWER USE FEE INTEREST	$81,630.96	$64,370.50	$17,260.46
IPP FEE INTEREST	$6,083.12	$7,479.64	($1,396.52)
TOTAL INTEREST COLLECTED	**$1,653,989.36**	**$1,604,556.53**	**$49,432.83**
PRIOR LIEN FEE	$14,036.08	$20,579.96	($6,543.88)
CURRENT LIEN FEE	$8,221.39	$6,960.92	$1,260.47
TOTAL LIEN FEE COLLECTED	**$22,257.47**	**$27,540.88**	**($5,283.41)**
MISC FEES COLLECTED**	**$168,508.13**	**$186,401.28**	**($17,893.15)**
TOTAL PRIOR TAX, ALL INTEREST & ALL FEES	**$3,241,143.86**	**$4,316,209.65**	**($1,075,065.79)**

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

CITY OF NORWALK

LAW DEPARTMENT

CITY HALL
125 EAST AVENUE, P.O. BOX 5125
NORWALK, CONNECTICUT 06856-5125

TEL: (203) 854-7750
FAX: (203) 854-7901

June 6, 2018

Norwalk Common Council Finance Committee
Norwalk City Hall
Norwalk, Connecticut 06851

Re: <u>Purchase of Remaining Interest in 98 South Main Street</u>

Dear Ladies and Gentlemen:

The City currently owns a one half interest in the subject property at 98 South Main Street (the "Property"), which it obtained from the bankruptcy trustee on behalf of NEON. As set forth in more detail below, the City now seeks to obtain the other one half-interest in the Property from the South Norwalk Community Center ("SNCC") for three hundred thousand dollars ($300,000). We are also proposing for the Council and Board of Estimate and Taxation to approve an additional two hundred thousand dollars ($200,000) for future capital improvements for the Property. We propose that this request be paid from the funds that are already on deposit with the City from the GGP payment that was made to the City in exchange for the City's approval to modify the underlying Land Disposition Agreement to remove the requirement to construct a hotel along with the mall. At the time that the Common Council approved the GGP payment, it was discussed by the Council that the City intended for as much of those funds as possible to be used towards projects that will directly benefit the South Norwalk Community. Certainly, the funds from this request will be used to purchase and improve a building in the heart of South Norwalk that will be a place where the City intends for there to be additional programming and services which will benefit the South Norwalk community.

On May 15, 2018, the Planning Commission voted unanimously to issue a positive report for the proposal its authority to review such a proposal pursuant to Connecticut General Statute. § 8-24. This proposal was also considered and received a positive review from the Common Council Land Use Committee. This proposal is scheduled to be considered by the Common Council Finance Committee on June 14, 2018.

HISTORY OF THE PROPERTY

In order to evaluate the issues in this case it is important to understand the complicated history of the Property. From 1981 through 1987, the City obtained grants of approximately $1,000,000 and constructed the building at the Property. On August 26, 1987, the City quitclaimed the Property to both NEON and the SNCC as tenants in common. The deed provided that the City conveyed the Property to these organizations to "insure that these organizations have a facility to carry out social services which they were organized." A condition of the deed (provided for a "reverter clause" which provided that title to the Property shall revert back to the City if NEON and SNCC or their grantees/successors ceased to use the Property solely to provide social service programs to the residents of Norwalk. The reverter clause states in relevant part:

> "The premises are hereby conveyed to the grantees by the City to insure that these organizations have a facility to carry out the Social Services for which they were organized, it being a condition of this deed that should the said grantees or their successors ever cease to use the premises solely for said Social Service purposes for the benefit of the citizens of Norwalk, that title in said premises shall then revert to the City of Norwalk."

Around April 2014, NEON ceased providing social services, and became decertified and no longer used the Property. Around June 2015, NEON filed a Chapter 7 petition in Bankruptcy Court.

NEON claimed its interest (as a joint tenant) in the Property in the bankruptcy proceeding and claimed it had the right to sell its interest in the Property to another nonprofit organization. The City filed an action in the Superior Court alleging that NEON's interest in the Property reverted back to the City per the reverter clause in the deed since NEON was no longer providing social services to the citizens of Norwalk. The legal claims of NEON and the City were never adjudicated by the court. Instead the City and bankruptcy trustee reached a settlement of that case whereby the City was able to obtain a one half fee title interest to the Property thereby taking over NEON's ownership interest in the Property.

VALUATION ISSUES

The bankruptcy trustee submitted a valuation letter from a real estate broker which claimed that the value of the Property was $2,100,000. Therefore, the bankruptcy trustee initially claimed that NEON's interest in the property was worth $1,050,000. The Norwalk Tax Assessor valued the Property for $2,357,220 on the most recent grand list (field card is attached hereto as **Exhibit 1**). Back on June 16, 2015, the City had an appraisal done by a certified commercial appraiser, Vimini Associates, which valued the Property for $665,000.00 (attached hereto as **Exhibit 2**). Please note that this appraisal is almost three (3) years old and we believe that the value of similar commercial buildings in Norwalk during the past three years has significantly increased.

PROPOSED PURCHASE AND SALE OF SNCC'S ONE HALF INTEREST

Over the past few years City officials have been involved in negotiations with SNCC for the City to try to purchase SNCC's interest in the Property. After years of refusing to consider selling its interest in the Property to the City, SNCC finally agreed a few months ago to do so. During negotiations, the City offered to purchase SNCC's interest for three hundred thousand dollars ($300,000). Attached hereto as **Exhibit 3** is the proposed purchase and sale agreement, along with proof of SNCC's acceptance. As part of the deal, SNCC will obtain will be able to maintain an office of approximately seven hundred (700 sq ft) at the Property for a five (5) year lease term at the rental rate charged by the City to other non-profit organizations that rent space at a City property, along with an option for an additional five (5) year term at the same rate. Furthermore as part of the deal, SNCC has agreed to change the structure of its organization with the goal of restructuring the organization in a manner that will make it more welcoming to the entire Norwalk community and more effective at providing necessary community activities and social services to the Norwalk community. Attached hereto as **Exhibit 4** is the executed SNCC bylaws showing these changes.

IN CONCLUSION

We have all concluded since the demise of NEON that this Property cannot be effectively operated to benefit to community while being jointly owned by two separate organizations. Furthermore, the Property has not been properly maintained for many years. Therefore, there is a significant amount of deferred maintenance and future capital improvements which must be immediately addressed. So in addition to three hundred thousand dollars ($300,000) for the acquisition of a one half inters in the Property, the City is also proposing to Board of Estimate and Taxation to approve an additional two hundred thousand dollars ($200,000) for future capital improvements for the Property. Once the City confirms that it is going to take over ownership of the Property, the City could develop a plan for both the short term and long term use of the Property.

For the foregoing reasons it is respectfully requested that the Finance Committee move this proposal forward to the Common Council for approval. Thank you for your time and consideration of this matter.

Very truly yours,

Mario F. Coppola
Corporation Counsel

Enclosure

EXHIBIT 1

98 SOUTH MAIN ST

Location	98 SOUTH MAIN ST	**Mblu**	2/ 62/ 10/ 0/
Acct#	5514	**Owner**	NORWALK CITY OF
Assessment	$1,650,060	**Appraisal**	$2,357,220
PID	5514	**Building Count**	1

Current Value

Appraisal			
Valuation Year	**Improvements**	**Land**	**Total**
2015	$1,966,720	$390,500	$2,357,220
Assessment			
Valuation Year	**Improvements**	**Land**	**Total**
2015	$1,376,710	$273,350	$1,650,060

Owner of Record

Owner	NORWALK CITY OF	**Sale Price**	$25,000
Co-Owner		**Certificate**	
Address	125 EAST AVE	**Book & Page**	8580/197
	NORWALK, CT 06851	**Sale Date**	09/06/2017
		Instrument	15

Ownership History

Ownership History					
Owner	**Sale Price**	**Certificate**	**Book & Page**	**Instrument**	**Sale Date**
NORWALK CITY OF	$25,000		8580/197	15	09/06/2017
SHELTER FOR THE HOMELESS INC	$200,000		7999/326	16	05/16/2014
SOUTH NORWALK COMMUNITY CENTER	$0		2096/255		08/31/1987
NORWALK CITY OF	$0	N/A	1265/152	21	12/28/1979
ALEXANDER JACOB H + CLAIRE	$0		0/0		08/17/1977

Building Information

Building 1 : Section 1

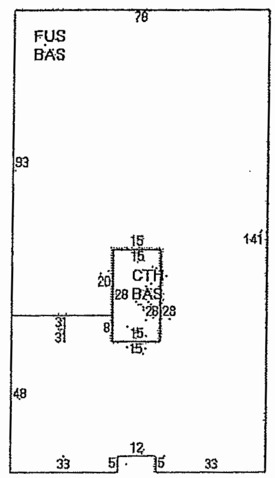
Year Built:	1981
Living Area:	21,456
Replacement Cost:	$2,662,697
Building Percent Good:	71
Replacement Cost Less Depreciation:	$1,890,510

Building Photo

Building Attributes	
Field	**Description**
STYLE	Professional B
MODEL	Commercial
Stories:	2.00
Occupancy	1.00
Exterior Wall 1	Brick/Masonry
Exterior Wall 2	
Roof Structure	Flat
Roof Cover	Tar and Gravel
Interior Wall 1	Drywall
Interior Wall 2	
Interior Floor 1	Carpet
Interior Floor 2	
Heating Fuel	Gas
Heating Type	Forced Air
AC Percent	100
Heat Percent	100
Bldg Use	Mun Bldg Com
Total Rooms	23
Bedrooms	18
FBM Area	
Heat/AC	Heat/AC Pkg
Frame	Masonry
Plumbing	Average
Foundation	Poured Conc
Partitions	Average
Wall Height	10.00
% Sprinkler	100.00

(http://images.vgsi.com/photos/NorwalkCTPhotos//00\00\15/07.jpg)

Building Layout



(ParcelSketch.ashx?pid=5514&bid=5514)

Building Sub-Areas (sq ft)			Legend
Code	**Description**	**Gross Area**	**Living Area**
BAS	First Floor	10,938	10,938
FUS	Finished Upper Story	10,518	10,518
CTH	Cathedral	420	0
		21,876	21,456

Extra Features

Extra Features				Legend
Code	**Description**	**Size**	**Value**	**Bldg #**
ELV1	Pass Elevator	1.00 UNITS	$31,950	1
SPR	Sprinklers	22296.00 S.F.	$31,660	1

Land

Land Use

Land Line Valuation

Use Code	981V	**Size (Acres)**	0.46
Description	Non-Profit Bldg	**Frontage**	
Zone	NB	**Depth**	
Neighborhood	C520	**Assessed Value**	$273,350
		Appraised Value	$390,500

Outbuildings

Outbuildings						Legend
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
PAV1	Paving Asph.			12000.00 S.F.	$12,600	1

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2015	$1,966,720	$390,500	$2,357,220
2014	$1,966,720	$390,500	$2,357,220
2013	$1,966,720	$390,500	$2,357,220

Assessment			
Valuation Year	Improvements	Land	Total
2015	$1,376,710	$273,350	$1,650,060
2014	$1,376,710	$273,350	$1,650,060
2013	$1,376,710	$273,350	$1,650,060

EXHIBIT 2

APPRAISAL OF REAL ESTATE
OWNED BY

South Norwalk Community Center, Inc. &
Norwalk Economic Opportunity NOW, Inc.

LOCATED AT

98 South Main Street
Norwalk, Connecticut

THIS REPORT IS WRITTEN AT THE REQUEST OF:

Mario F. Coppola, Esquire
Berchem, Moses & Devlin, P.C.
1221 Post Road East
Westport, CT 06880

BY

VIMINI ASSOCIATES
REAL ESTATE APPRAISERS AND ANALYSTS
BRIDGEPORT, CONNECTICUT

VIMINI ASSOCIATES
REAL ESTATE SERVICES
SINCE 1950

June 16, 2015

Mario F. Coppola, Esquire
Berchem, Moses & Devlin, P.C.
1221 Post Road East
Westport, CT 06880

Re: 98 South Main Street
Norwalk, Connecticut

Dear Attorney Coppola:

In accordance with your request to perform a valuation of the above captioned property, I submit this appraisal report, in a summary format. The intended use of this appraisal is to determine the market value of the partial, undivided, fractional interest in the property for potential acquisition by the city of Norwalk. The effective date of this analysis is April 13, 2015, the date of inspection. The opinion of value stated in this report is based on the Sales Comparison Approach for valuation of the entire property, with further analysis performed for appropriate valuation of the partial interest. Fee Simple Estate is appropriately determined.

The undersigned appraisers certify that this appraisal report has been prepared in conformance with the Uniform Standard of Professional Appraisal Practice (USPAP), and conforms to the standards of the Appraisal Institute.

The property is located in South Norwalk (*"So No"* Center). It consists of a basically rectangular shaped parcel with dimensions totaling .46 acre. It is situated on the east side of South Main Street, diagonally across from the easterly terminus of Henry Street. There is a total of 111.50 feet along South Main Street. The site is basically level at street grade and throughout. Site improvements are limited to paved area along the north side of the building with tandem parking for several cars, as well as a concrete sidewalk along the street frontage. Subject consists of a two story commercial/office building, with a total gross floor area of 21,456 square feet. The property is reportedly about 58% occupied. *South Norwalk Community Center* utilizes the ground floor, and most of the upper floor is vacant, except for about 1,500 square feet used by *ABCD Energy Assistance*. Building was constructed in 1981, per tax assessor's records. Overall, the property is adequately maintained and overall physical condition is considered average.

Property is subject to a restrictive covenant whereas, if the property ceases to be used exclusively for "Social Service purposes for the benefit of the citizens of Norwalk, that title in said premises shall revert to the City of Norwalk."

There is an overall land to building ratio of .93:1, and base area of the building covers 55% of the site area. There is only limited parking available on the subject parcel. Due to needed parking there is not considered to be surplus land area available for expansion.

A more detailed description of the property is provided further in this report.

The analysis of the subject property required research of market data through many sources; the appraisers files, commercial data banks, commercial record, local multiple listing service, local brokers and appraisers, as well as the appraisers field review; and the review of city records. From this collection of data, the appraiser determined that the sales comparison approach is most appropriate for valuation of the overall property. This approach is provided in this report. Personal inspection of the property was performed on April 13, 2015.

Based on this inspection, and the investigation and analysis of the data secured, it is my opinion that the Market Value of the *Fee Simple Estate* of the property, and value of the Fractional Interest of Property, as of April 13, 2015, are the amounts of:

Fee Simple Valuation of the Overall Property

Six Hundred and Sixty Five Thousand Dollars

($665,000.00)*

Value of Fractional Interest Owned by *Norwalk Economic Opportunity NOW, Inc.*

One Hundred and Fifty Thousand Dollars

($150,000.00)*

* See following page

Re: 98 South Main Street
Norwalk, Connecticut

***Value is IN AN UNCONTAMINATED STATE.** The appraiser is unaware of any concluded studies of the soil content, or the presence of contamination in the improvements, and also has no knowledge as to whether the subject property may be affected by Connecticut Public Act 85-443 (super lien law) or Public Act 84-535 (an act concerning clarifications of permits for hazardous liability resulting from any soil contamination due to the storage of hazardous waste). This appraisal report and the value estimates contained herein assume no potential liability resulting from any soil contamination as a result of the plating operation or due to the storage of hazardous waste material, automobiles and/or chemical spills which may have occurred on this property, or via contamination from adjoining properties, over past years. The appraiser, however, was not privy to any site assessment, clean-up costs, estimates etc. and therefore, could not take these factors into consideration in the analysis, nor reasonably quantify the effect of these conditions or any stigma which may be inherent in the subject property as a result of this contamination. It is also worthy to note that the appraiser is not qualified to detect the existence of substances such as lead, urea-formaldehyde, radon gas, foam insulation, asbestos, or other potentially hazardous waste material that may have an effect on the value of the property. The appraiser reserves the right to amend this report, at an additional fee, pending the findings of any site or environmental assessment report as to the presence of any on-site toxic, hazardous wastes or contaminants that may affect the value of the property. **The user of this appraisal report is warned that the value conclusion derived herein, is considered in a clean and uncontaminated state, and that seeking legal, and environmental advice as to the preceding issues is strongly recommended.**

Respectfully submitted,

William P. Converse, Appraiser

Peter A. Vimini, MAI

TABLE OF CONTENTS

IDENTIFICATION

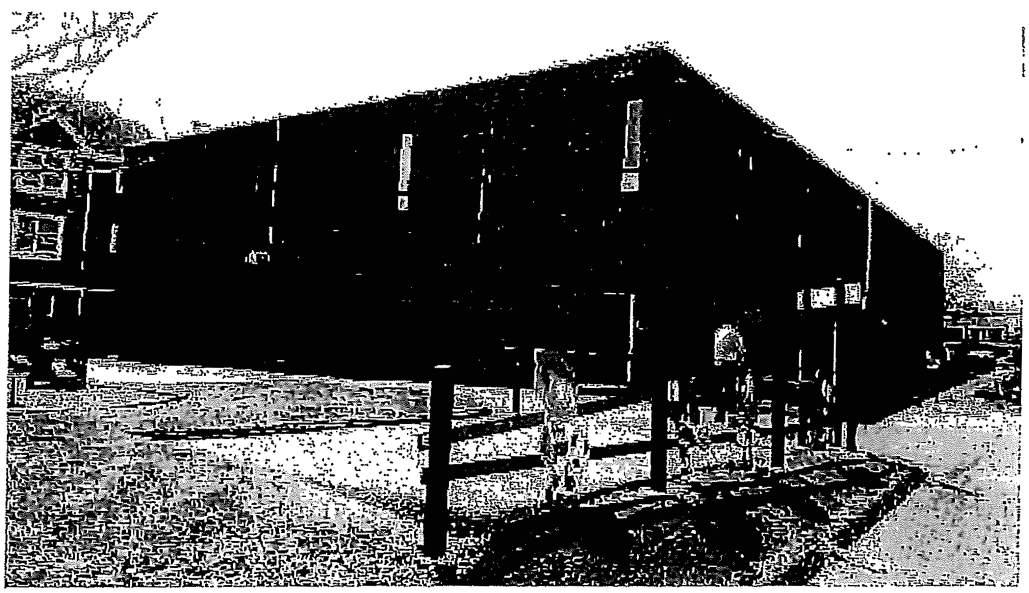
Address: 98 South Main Street, Norwalk CT

Location: The property is located in the South Norwalk section of Norwalk. It is situated on the east side of South Main Street, diagonally across from the easterly terminus of Henry Street. The subject parcel is listed in the Norwalk Tax Assessor's records as District 2, Block 62, Parcel 10.

AERIAL VIEW OF THE SUBJECT

PHOTOGRAPHS OF THE SUBJECT

OVERALL VIEW OF THE SUBJECT



REAR VIEW OF THE BUILDING

PHOTOGRAPHS OF THE SUBJECT

SOUTH MAIN STREET LOOKING NORTH

SOUTH MAIN STREET LOOKING SOUTH

Note: Additional Photographs are Provided in the Appendix

PURPOSE OF THE APPRAISAL

The purpose of this appraisal is to estimate the market value of the partial, undivided, fractional interest in the property, as defined in subsequent sections of this report. The function of this report is reportedly for potential acquisition by the City of Norwalk. The opinion of value stated in this report is in *"Fee Simple Estate"* ownership. The effective date of appraisal is April 13, 2015, the date of inspection. The opinion of value stated in this report is based on the Sales Comparison Approach.

MARKET VALUE DEFINITION

"Market Value" referred to in this report is defined by the Title XI of the Federal Financial Institution Reform, Recovery and Enforcement Act of 1989 (FIRREA), to mean the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and each, acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale[1].

ESTIMATION OF EXPOSURE AND MARKET TIME

Exposure time is defined in accordance with Uniform Standard of Professional Practice (USPAP), and standards of the Appraisal Institute as "estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of appraisal."

As previously noted, market values derived, are based on that of a current sale, one occurring within a reasonable exposure time of twelve months. Reasonable exposure time inherent in the market value concept is presumed to precede the effective date of the appraisal. Appropriate market time is forecasted to occur within twelve months subsequent to the date of appraisal.

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1 The "most probable price" as stated in this definition is defined by the appraiser to be the same as "most probable selling price" which is defined in the Dictionary of Real Estate Appraisal, published by the Appraisal Institute, fourth edition, 2002, as follows: "The price at which a property would most probably sell if exposed on the market for a reasonable time, under the market conditions prevailing on the date of the appraisal". Reasonable exposure time inherent in the market value concept is always presumed to precede the effective date of the appraisal.

SCOPE OF THE APPRAISAL

As an integral part of this report, the appraiser researched the Norwalk, and applicable municipal Land Records including to the Assessors, town clerks, and zoning offices for information on the subject and comparable properties. Local real estate brokers and appraisers were also contacted, and with the information gathered, the analysis to value was performed.

As the purpose of this appraisal is to estimate the market value of the partial, undivided, fractional interest in the property, value of the entire property is first determined via the Sales Comparison Approach. After analyzing the subject property through the Sales Comparison Approach, the respective sales were then reviewed, and reconciled into a final estimate of market value. During this process, consideration was given to the strong and weak points of each sale as it relates to the market in which the property competes, the physical and economic impact of the surrounding area upon the property; the demand for such property in its specific location; the physical and legal limitations upon the use of the site and property; the condition of the improvements; and their contribution to the value of the site as vacant. The resulting conclusion represents the estimated defined value of the property in the condition it existed on the effective date of the appraisal, subject to the assumptions and limiting conditions contained with this report.

In order to determine undivided, partial interest in the property (tenant-in-common), application of a fractional discounting method is then applied to the previously determined, overall market value of the property.

INTENDED USE & USER OF THE APPRAISAL

The intended use of the appraisal is to establish market value of the partial, undivided, fractional interest in the property for potential acquisition by the city of Norwalk. The intended users of this appraisal report are our clients, Attorney Mario F. Coppola of Berchem, Moses & Devlin, P.C. and/or affiliates. It is further understood that the intended users of the report are the clients/addressees stated on the cover and in the letter of transmittal of this report, as well as potentially the judicial court system of the State of Connecticut for litigation purposes. No other party may rely on this appraisal without written notification and our prior permission.

PROPERTY RIGHTS APPRAISED

The property's ***"Fee Simple Estate"*** is appraised in this report. This is defined as: "Absolute ownership unencumbered by any other interest or estate subject only to the four powers of government."[2] This definition is limited to the four powers of government which are; eminent domain, escheat, police power and taxation.

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2 *The Dictionary of Real Estate Appraisal, published by the Appraisal Institute, fourth edition, 2002.*

TITLE HISTORY

Ownership of the subject is presently in the names of *South Norwalk Community Center, Inc.* and *Norwalk Economic Opportunity NOW, Inc.* (NEON) as "tenants in common." Both are non-profit corporations.

"Tenancy in common is defined in *The Dictionary of Real Estate Appraisal, published by the Appraisal Institute, fourth edition, 2002,* as "An estate held by two or more persons, each of whom has an undivided interest." Undivided interest is defined as "Fractional ownership without physical division into shares."

Property was transferred from the City of Norwalk, to current ownership status on August 31, 1987 by Quit Claim deed, recorded in Volume 2096, page 255 of the Norwalk land records. There was no purchase price or conveyance tax collection recorded in the deed of record.

The subject property is not currently on the market for sale or under contract of sale, based upon review of the current and pending real estate listings through the Consolidated Multiple Listing Service, Inc. and MLXChange of Fairfield and New Haven Counties, respectively; as well as through LoopNet and CoStar services.

EASEMENTS, RESTRICTIONS OR ENCUMBRANCES

As cited in the deed, the property is subject to a reverter clause whereas, "the premises are hereby conveyed to the grantees by the City to insure that these organizations have a facility to carry out the Social Services for which they were organized, it being a condition of this deed that should the said grantees or their successors ever cease to use the premises solely for said Social Service purposes for the benefit of the citizens of Norwalk, that title in said premises shall then revert to the City of Norwalk."

Said restrictions have a significant impact on market value since the property can only be utilized by non-profit agencies or social related services for local residents. This condition will severely limit marketability of the subject for investment purposes or for potential owner-user who is not considered a non-profit operation. Said condition will remain in effect, until such time, if and when the restrictive covenant is rescinded by the city of Norwalk.

There are no other prevalent conditions are recorded which appear to adversely affect value.

TAX DATA

Subject property is listed in the Norwalk Tax Assessor's records as District 2, Block 62, Lot 10. As of the effective date of appraisal, assessment would be based on 2013 Valuation (Based upon 70% of Market Value, determined as of October 1, 2013).

2013 Grand List assessment and tax burden for the subject property is calculated as follows (in place as of the effective date of appraisal):

Total Assessment	$1,650,060
Tax Rate (2013 Grand List)	25.041 mills
Annual Tax Burden	$41,319.15

Subject property consists of non-profit entities and has tax exempt status. NOTE: C.G.S. § 12-81 provides for tax exemption of property taxes. If the owner leases portions of the property, the property could become taxable.

Taxes in Norwalk are comparable to other urban areas within Connecticut, and typically are higher, than adjoining suburban communities.

ZONING

The front portion, extending from the street to about 100' in, is situated in a "Neighborhood Business Zone" (NB), which is comprised of about 57% of the site. The rear portion, which comprises the reaming 43% of the site, is situated in an "Industrial Zone No. 1" (I1). Criteria for the respective zoning categories are as follows:

Neighborhood Business Zone (NB)

"The purpose of this regulation is to provide a district which permits a diversity of uses which serve neighborhood retail and service needs at a scale appropriate to the residential areas which surround it. It is intended that this Zone will encourage mixed-use development in neighborhood commercial areas. Water-dependent uses are encouraged to locate on those lots which are adjacent to the waterfront. The provisions of this Zone are designed to ensure that all permitted uses and structures will be compatible with each other and will provide protection to adjacent residential areas."

Minimum Lot Size	5,000 square feet
Minimum Width	50 feet
Aggregate Side	None
Maximum Building Height	2 1/2 stories & 35 feet
Maximum Building Area	None
Minimum Set Back from Street	35 feet from center line.
Minimum Set Back from Rear Property Line	10 feet
Floor Area Ratio, Maximum	.70

Permitted principal uses in this zone include, but are not limited to the following:

1). Single- and two-family dwellings.
2). Multifamily dwellings containing fewer than twelve (12) units, including elderly and congregate housing.
3). Retail stores and personal and business service establishments having a gross floor area of fewer than eight thousand (8,000) square feet.
4). Offices having a gross floor area of fewer than eight thousand (8,000) square feet.
5). Banks and financial institutions.
6). Restaurants and taverns having a gross floor area of fewer than two thousand five hundred (2,500) square feet.
7). Places of worship, churches and church buildings.
8). Schools, including nursery schools and child day-care centers.

Automotive and related service uses are allowed as a Special Permit Use.

Industrial Zone No. 1

The purpose of this zone is "to provide areas which permit manufacturing and related uses, including warehouse, office, retail and single- and two-family housing. Heavy industrial uses would be allowed by Special Permit. The district is intended to provide low-scale industrial facilities interspersed with other uses and with the utilities and infrastructure necessary to support such industrial operations. The provisions of this zone are designed to recognize the need for manufacturing space while ensuring that these areas are compatible with adjacent residential neighborhoods and with the capacity of available infrastructure." Criteria for this zone is as follows:

Minimum Lot Size	5,000 square feet
Minimum Width	50 feet
Aggregate Side	None; except abutting residential zone
Maximum Building Height	4 stories (50 ft.)
Maximum Building Area	50% of lot; 90%-buildings & parking
Minimum Set Back from Street	35 feet from centerline
Minimum Set Back from Rear Property Line	10 feet
Floor Area Ratio, Maximum	1.0

Permitted principal uses in this zone include the following:

1). Manufacture, processing or assembly of goods which are not noxious or offensive due to emission of noise, pollutants or waste.
2). Warehouse, storage and wholesale distribution facilities.
3). Transportation and bus storage facilities.
4). Public utility supply and storage facilities.
5). Building materials sale and storage yards including contractor's storage yards.
6). Offices, including banks and financial institutions.
7). All principal uses permitted in the Marine Commercial Zone.
8). Retail stores, personal and business service establishments, including restaurants and taverns.
9). Printing establishments.
10). Municipal sewage treatment facilities.
11). Research and development facilities.
12). All uses permitted in the C Residence Zone.
13). Off-street parking facilities.
14). Oil or petroleum storage facilities of twenty thousand (20,000) gallons or less, propane gas storage of thirty thousand (30,000) gallons or less and natural gas storage of thirty thousand (30,000) cubic feet or less.

ZONING (Continued)

Industrial Zone No. 1 (Continued)

Special Permit uses and structures (in accordance with Special Permit provisions)

1). Oil or petroleum storage facilities of more than twenty thousand (20,000) gallons.
2). Gasoline stations and the sale and service of motor vehicles.
3). Propane gas storage of more than thirty thousand (30,000) gallons and natural gas storage of more than thirty thousand (30,000) cubic feet, other than public utilities.
4). Asphalt and concrete plants and recycling operations and rock crushing/processing facilities.
5). Motor vehicle storage and junkyards.
6). Solid waste transfer stations, recycling and composting centers and related facilities.
7). Commercial recreation establishments.
8). Hotels.

Conclusion

Under both zones, the subject is suitable for several of the above categories. Its current non-profit, commercial, office for social services and educational related uses, are considered to be in compliance with zoning and have legal, pre-existing, non-conforming status due to parking requirements.

NEIGHBORHOOD

The subject is located in the section of Norwalk, known as "South Norwalk". The area is bounded by Interstate 95 on the north, Norwalk Harbor on the east, "Harborview" peninsula and Wilson's Cove on the south, Highland Avenue on the west. This is an established, developed area with a variety of mixed uses in the area, which include neighborhood business uses, light industrial uses, multifamily dwellings, which includes apartment and condominium complexes, as well as single family dwellings.

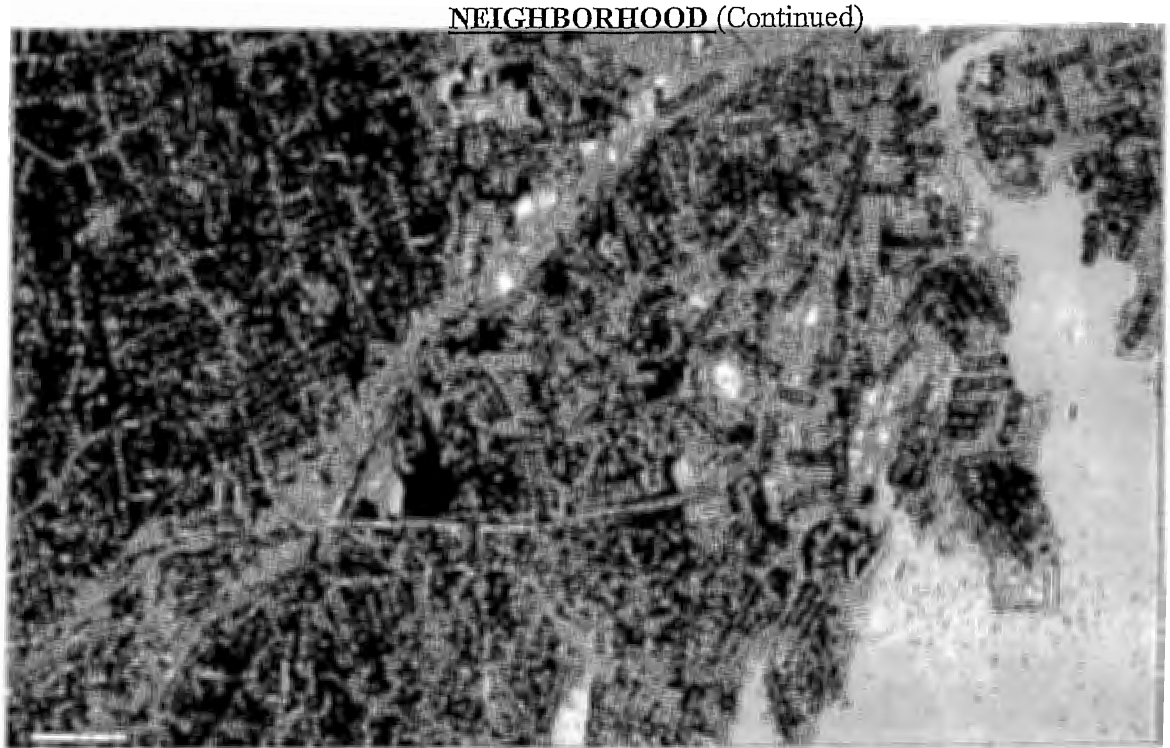
The historic South Norwalk Business District commonly referred to as "So No" generally underwent revitalization during the 1980's and has remained stable, with a generally low vacancy of retail and apartments. Several tourist draws are the Norwalk Maritime Center and I-Max theatre, brewery, numerous restaurants, nightclubs, art galleries, and shops along Washington, Main and Water Streets. Harbor area also includes numerous yacht clubs and marinas. South Norwalk train station is also located in the heart of the area. Southwestern portion of the area, in the immediate area of the subject, contains a high concentration of light industrial and related uses.

Accessibility to and from the area is typical of many urban communities in the area, as well as typical of many neighborhoods in Norwalk. South Main Street is a main north-south artery within the city, providing access to South Norwalk Business District, as well as to Route 95 and 7 outside the confines of the neighborhood. Route 7 provides access to the Merritt Parkway (Route 15) to the north. Wilson Avenue is also a main north-south arterial road, with direct access to South Main Street, and points south, including points along the shoreline and Rowayton section of Norwalk.

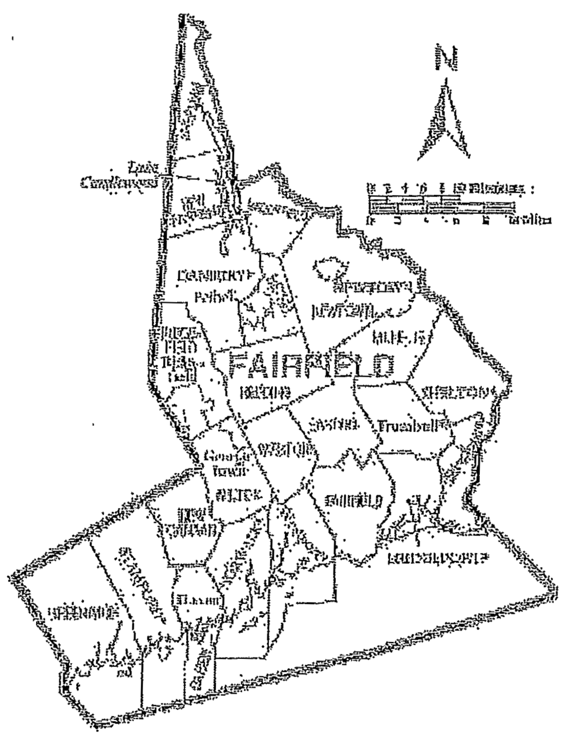
Public transportation is provided by the CT Transit, Metro-North railroad, and Amtrak, with connections to various sections of Norwalk, and surrounding areas.

There is a full complement of city services, which serve the area. These include police and fire protection, schools, library facilities, ambulance service, rubbish collection and many others.

NEIGHBORHOOD (Continued)



NEIGHBORHOOD AREA MAP



REGIONAL MAP – FAIRFIELD COUNTY

MARKET TRENDS AND CONDITIONS

General Market Trends

Commercial and industrial demand for the area overall, has increased over the three years prior to mid-2007. From 2007 to mid-2011, there had been a sustained downward trend evident in the marketplace, with generally limited activity and decline evident. Throughout 2013 and 2014, there has been an increase in activity with competitively priced properties, selling within reasonable time frames. Recent trends in 2012 have generally shown evidence of overall stabilization, with more balanced supply and demand, with general price stabilization. There have been some increases occurring in more desirable locations in Norwalk, where inventory becomes limited; as well as limited increases in market segments where inventories have increased. Vacancy rates range from as low as 3 percent for smaller operations, conducive for owner occupancy, to 25 percent, for larger buildings. Most current sales activity is by smaller or larger owner-user companies.

Commercial and industrial loan rates range from 4.0% to 6.5%, depending on risk, with 3 to 10 year balloons, amortized over 15 to 25 years. These typically require 25% to 30% equity investment, or in some cases slightly less for owner occupied facilities. Current interest rates reflect stabilization, subsequent to consistent decreases.

Tourism is a growing segment of Norwalk's economy. The opening of the Maritime Center in 1988, the addition of two new hotels and plans for others has broadened the economic base of the City. Maritime Center has recently been expanded at a cost of $9 million. Local plans and initiatives have strengthened the local economy in Norwalk. In 1982, much of South Norwalk was a designated Urban Enterprise Zone. This category provides tax incentives and other benefits to encourage investment within the area. The Norwalk Business District Management Plan, adopted in 1986, initiated mixed-use development and public improvements to spur the revitalization of Norwalk Center. Within South Norwalk, the Reed Putnam Urban Renewal Plan, adopted in 1982, redeveloped 65 acres of land strategically located along the Norwalk River, south of I-95. Combined, these afforded have helped Norwalk's economic vitality.

Norwalk Hospital is located just north of South Norwalk on Maple Street. Ground has been broken in early May 2013 for a 5-story, 95,500 square foot expansion to the existing facility, which will house a new emergency department as well as cancer care, digestive disease and outpatient ambulatory services.

"Maritime Yards" has been developed as part of revitalization plan for South Norwalk, completed in 2007. This development includes 197 housing units (of which 20 are affordable), as well as 40,000 square feet of ground floor commercial/retail space. Currently the city is also proposing the "Wall Street Development Plan", which includes restoration and re-establishment of this area "as the traditional center of Norwalk's community life." This plan entails development along the Norwalk River, streetscape improvements, and creation of public spaces, as well as creation of housing and attraction of new business establishments, which also includes sidewalk restaurants and cafes.

MARKET TRENDS AND CONDITIONS (Continued)

Future redevelopment of the Mid-Harbor Area and prioritizing investment in Oyster Shell Park, is in the preliminary stages, and there are hopes it will become a proving ground for the nation's first rating system for green landscape design, construction and maintenance. Also in planning is a 1,000,000+ square feet commercial development for area just south of I-95/Route 7 interchange.

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Office Trends – Norwalk

According to *"CoStar Property™"* Survey conducted in April 2015, there is a total of 2,258,211 square feet of office space available for lease and/or sale in the city of Norwalk. Available square feet is based a total inventory of 9,324,946 square feet among 293 spaces in 311 office buildings (average building size of about 29,984 square feet). Availability rate based on this data equates to 24.2%. There is 1,721,633 square feet vacant which equates to overall vacancy rate of 18.5%; which is above the 5-year average vacancy rate of 13.9% for the properties in the survey.

Also as of April 2015, in the immediate area of the subject in South Norwalk, among 41 spaces in 37 office buildings, there is an overall vacancy rate of 24.0% and total availability rate of 29.3% (average building size of about 20,157 square feet). This is based on an inventory of 745,820 square feet; and occupancy rates are generally presently inferior to Norwalk as a whole.

The average asking Gross Office Rent for Norwalk as a whole as of April 2015 is $28.72 per square foot, gross. This is just above the 5-year average asking rent of $26.72 per square foot. Average asking rent for South Norwalk submarket is $25.13.

There are reportedly 31 office related-use properties which have sold from the beginning of 2013 to date, throughout Norwalk. These building sales range in size from about 936 to 188,400 square feet. There are 10 sales of medium to larger size facilities, comprised of over 15,000 square feet in size. Closed sale prices of these 10 sales range from $540,000 to $16,500,000; ranging from about $36 to $194 per square foot.

Properties surveyed, for both lease and for sale have an average exposure time of approaching 24 months. Extended market times are typically attributable to the properties which area significantly above market asking prices; which weighted, tempers the results. Subject would be anticipated to sell within a reasonable time frame of one year or less if priced competitively.

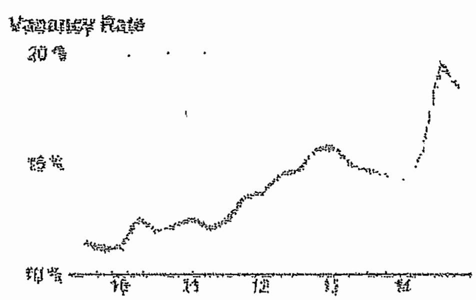
MARKET TRENDS AND CONDITIONS (Continued)

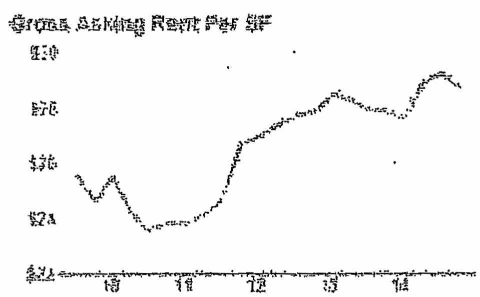
Office Trends – Norwalk

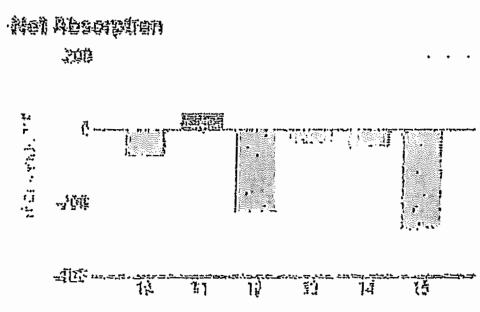
Although office asking rental rates in the marketplace are above the 5-year average of \$26.72 per square foot, lease asking prices appear to have recently relaxed, which should facilitate absorption of available space in forthcoming quarters, as reflected in the graph below. Vacancy rates are also significantly above the 5-year average, while overall availability rate has only slightly increased; which implies slower absorption at current price levels. As depicted in the charts below, vacancy rates have significantly increased from mid-2014 to the end of 2014, which corresponds to increased gross asking rents. Vacancy rate appears to have peaked by the end of 2014, and improvement is expected as asking rates are decreased. Overall, over the five year period prior to the effective date of appraisal, there has been negative absorption (more space has been added than leased); however demand is evident at lower leasing price points which will facilitate absorption in the marketplace.

Availability	Survey	5-Year Avg	Inventory	Survey	5-Year Avg
Gross Rent Per SF	$28.72	$26.72	Existing Buildings	311	311
Vacancy Rate	18.5%	13.9%	Existing SF	9,328,946	9,327,264
Vacant SF	1,721,693	1,299,111	12 Mo. Const. Starts	0	0
Availability Rate	24.2%	22.7%	Under Construction	0	0
Available SF	2,258,211	2,115,595	12 Mo. Deliveries	0	0
Sublet SF	132,811	256,300			
Months on Market	34.0	21.0			

Demand	Survey	5-Year Avg	Sales	Past Year	5-Year Avg
12 Mo. Absorption SF	-347,915	-152,073	Sale Price Per SF	$93	$111
12 Mo. Leasing SF	540,441	601,620	Asking Price Per SF	$150	$157
			Sales Volume (Mil.)	$26	$23
			Cap Rate	7.5%	7.5%







Conclusion

With increasing inventories of existing space (no new construction), an oversupply of general office space is indicated as of the effective date of appraisal. This is substantiated by increasing vacancy rates corresponding to the same time frame general asking rents were increasing, ultimately leading to extended market times.

Due to an aging US population and the impact of the Affordable Health Care Act however, demand for health services and medical office buildings in the marketplace are projected to increase which should facilitate in overall improvement in the Norwalk office market in general. This is particularly true with specialized medical service providers and influence of nearby Norwalk Hospital.

Some further price reductions in asking rents/prices will be needed for existing and anticipated office space supply to be absorbed in the short-term. Demand is evident at lower leasing price points which will facilitate absorption in the marketplace and contribute to long-term stabilized growth in the subject market segment.

Based on current restrictions in place for the subject, the property is only marketable for public or private, non-profit use which includes social services provider, school, club or recreation related or similar use which is to be used for the benefit of residents of the City of Norwalk.

SITE DATA

Location:	Situated on the east side of South Main Street, diagonally across from the easterly terminus of Henry Street.
Size:	Dimensions totaling about .46 acre.
Shape:	Basically rectangular - see copy of assessor's map in appendix.
Topography & View:	Basically level, throughout. Subject overlooks a public park, with paved parking lot to the east and northeast, as well as churches to the north and northwest. Also overlooks multifamily dwellings, scattered single family residences and smaller commercial uses in the immediate vicinity. Paved, church parking lot is located across South Main Street. Overall view amenity is considered average.
Soil Content:	Unknown. The appraiser, however, was not privy to any site assessment, clean-up costs, estimates etc. and therefore, could not take these factors into consideration in the analysis, nor reasonably quantify the effect of these conditions or any stigma which may be inherent in the subject property as a result of this contamination. **The user of this appraisal report is warned that the value conclusion derived herein, is considered in a clean and uncontaminated state, and that seeking legal, and environmental advice as to the above issues is strongly recommended.**

SITE DATA (Continued)

Environmental Concerns:	No known environmental study(s) to determine to what extent, if any, soil contamination may have occurred at the property, was disclosed to the appraiser. This appraisal report and the value estimates contained herein assume no potential liability resulting from any soil contamination due to the storage of hazardous waste material and/or chemical spills which may have occurred on this property, or spillage from adjoining properties, over the years. No evidence of contamination or hazardous material used in the construction or maintenance of any improvements was observed on the date of the inspection. The appraiser, however, is not qualified to detect such substances, including the existence of urea-formaldehyde, radon gas, foam insulation, asbestos, lead paint, or other potentially hazardous waste material that may have an effect on the value of the property. The client is urged to retain an expert in this field if desired.
Street Frontage:	There is a total of 111.50 feet along South Main Street.
Site Improvements:	Site improvements are limited and include a paved driveway which runs along the north side of the building. There is tandem parking for several cars along the front portion of this driveway, adjacent to the building. There is a concrete sidewalk along the street frontage, as well as portion which extends, and serves as pedestrian access to the front entrance of the building. There are mature trees along the front portion of the building. There are flood lights attached to the exterior of the building for added security. Although onsite parking is limited, site adjoins a paved lot for the public park, which is adjacent to the subject driveway. Church parking lot is also located across the street and is potentially available during daytime hours to accommodate the subject parking needs however, if needed will likely be at an expense to the owner.
Utilities:	Those available to the site include: Public Water; Sewage Disposal: City Sewers Storm Sewers; Gas Telephone Services; Electrical Services
Parking:	There is an overall land to building ratio of .93:1, and base area of the building covers 55% of the site area. There is only limited parking available on the subject parcel. Due to needed parking there is not considered to be surplus land area available for expansion.

IMPROVEMENT DATA

General: Subject consists of a two story commercial/office building, with a total gross floor area of 21,456 square feet. Building has two-stop passenger elevator access.

Construction: Brick construction, with steel frame and infrastructure.

Age: Per tax assessor's records, building was constructed in 1981 = 34 years of age.

Building Area: Total composite gross floor area equates to 21,456 square feet.

Tenancy: As of the effective date of appraisal, the property is reportedly about 58% occupied. *South Norwalk Community Center* utilizes most of the ground floor, with *Americare* also using a limited portion. Both are non-profit organizations. *ABCD Energy Assistance* (an affiliate of Action for Bridgeport Community Development, Inc.; also non-profit) occupies about 1,500 square feet on the second floor; reportedly for $1,875 per month, absolute gross ($15.00 per square foot), includes cleaning services and common areas, etc.

Layout & Interior Finishes: ***Ground Floor*** (10,938 square feet)

Primarily utilized by *South Norwalk Community Center*. Layout consists of front entrance vestibule, with middle corridor which opens up to a central atrium. There is an elevator landing. There are multiple office suites for a variety of departments, which generally include administrative areas, outer private offices, as well as interior office areas. There are multiple conference and meeting rooms, as well as several classroom areas (some of which are currently not utilized). There is a larger, general purpose room, set up as a lecture area in the rear, with folding chairs. There is also a kitchen/break area for the staff. There are sufficient lavatory facilities, throughout, which includes a handicap lavatory.

Access to *Americare* space was unavailable at the time of inspection as door was locked and keys were not available. Space was represented to consist of a waiting area, nurse's office, three exam rooms and lavatories. There are several storage and utility closets throughout. Occupant is a non-profit, social service provider and reportedly does not pay rent.

IMPROVEMENT DATA (Continued)

Layout & Interior Finishes: (Continued)

Second Floor (10,518 square feet)

Primarily vacant; with the exception of 1,500 square feet. General layout consists of front entrance vestibule, with middle corridor which opens up to a small, central atrium. There is an elevator landing. There are several office suites which generally include administrative areas, outer private offices, as well as interior office areas. There are multiple conference rooms. There is also an executive office suite area, which includes small reception area which adjoins a large executive office; as well as consists of administrative area with private peripheral offices; conference room and rear kitchen/break area.

Area occupied by *ABCD Energy Assistance* consists of four private, peripheral offices, central administrative areas, as well as interior offices.

General layout of the vacant second floor in likelihood will require some reconfiguration and modification for a future occupant. Functional utility is considered below average however, is considered curable, as some of the suite areas have unconventional layout/partitions which will most likely be modified in general overall fit-up of the space.

Interior finishes throughout typically include mixed flooring, comprised of commercial grade carpeted areas, as well as portions with vinyl tile flooring. Walls throughout are typically sheetrock and ceilings generally are suspended acoustic tile with fluorescent light fixtures. Common corridor opens up to a small, two-story, central atrium with glass panels. Corridors on both floors, are tiled, as well as have sheetrock walls and suspended acoustic tile ceilings.

There is front and rear stairwell access. The two-stop passenger elevator has 2,500 lbs. capacity. Elevator is out of order requiring repairs.

Basement: There is no basement as the building is constructed on a concrete slab.

Heat: Gas fired, forced hot air heating systems; roof mounted HVAC units.

Air Conditioning: Building is centrally cooled.

Electrical: There is sufficient electric capacity; includes circuit breaker panels.

Sprinklers: 100% coverage; wet system.

IMPROVEMENT DATA (Continued)

Exterior Features:

Siding:	Brick throughout
Trim:	Limited; comprised of aluminum flashing along the roof line.
Roof:	Flat roof, with tar paper finish; except for small glass skylight in central atrium portion.
Windows:	Limited fenestration comprised of small, casement windows, throughout.
Doors:	There are aluminum and glass front entrance pedestrian doors, as well as secondary, metal self-closing fire doors.

Overall Condition: Building was constructed in 1981, per tax assessor's records. Overall, the property's overall physical condition is considered average. Section on the first floor, comprised of a large open, all-purpose room with vaulted ceiling and adjoining kitchen/break area has recently been renovated with new vinyl floor, ceiling and sheetrock walls; as well as new shelves installed.

HVAC system and units were reportedly replaced in 2003. Roof is older and reported to be about 12 years of age, with no reported problems. Paved asphalt driveway is worn and there is some stress cracking evident.

Roof is reported to be in need of repairs and replacement. Roof was reported patched in areas. Other deferred maintenance, which includes odd and end items should not exceed normal annual repairs and maintenance allocation.

Second floor vacant areas require cosmetic attention and some degree of fit-up to attract new occupant or occupants, which may include some layout modification. Typically in the marketplace, landlord will provide general office fit-up, or refurbishing of existing space for new tenant occupancies. Any specialized office finishes, features, or materials (including medical related finishes) notably above and beyond normal allowance provided for general office finish, is typically the responsibility of the tenant.

HIGHEST AND BEST USE

The subject consists of a two story commercial/office building, with a total gross floor area of 21,456 square feet. The property is reportedly about 58% occupied. *South Norwalk Community Center* utilizes the ground floor. The upper floor is primarily vacant, with the exception of about 1,500 square feet occupied by *ABCD Energy Assistance.*

Property is subject to a restrictive covenant whereas, if the property ceases to be used exclusively for "Social Service purposes for the benefit of the citizens of Norwalk, that title in said premises shall revert to the City of Norwalk."

As Vacant

There are a variety of uses permitted in the subject zones, which include retail stores, service shops, offices, multifamily dwellings, mixed-use development and other compatible uses at a scale consistent with the urban location of this district. Subject is located on the periphery of the South Norwalk business district. As vacant, the overall site is conducive for commercial/retail, office, residential or mixed-use development involving these components, under the assumption that the restrictive covenant is not in place.

If the building however, was currently removed from the site, ownership will revert to the city of Norwalk; and most likely another non-profit facility will be constructed for social services or general community center for Norwalk residents. The tax exempt status of the property could be lost depending upon the use of the property.

As Improved

The Highest and Best Use as improved, remains for its present use for non-profit services. No alternative legal use could economically justify demolition of the existing improvements.

Said restrictions regarding the provision of social services, have a significant impact on market value since the property can only legally be utilized by non-profit agencies for local residents. This condition will severely limit marketability of the subject for investment purposes or for potential owner-user who is not considered non-profit. Said condition will remain in effect, until such time, if and when the restrictive covenant is rescinded by the city of Norwalk.

Base area of the building comprises most of the site area, and as the subject has only limited on-site parking, there is not considered to be surplus land area.

FEE SIMPLE VALUATION OF THE PROPERTY

FEE SIMPLE VALUATION OF THE PROPERTY

APPRAISAL PROCESS

The three commonly accepted techniques for estimating the market value of real estate, the Cost Approach, the Income Capitalization Approach and the Sales Comparison Approach, have all been considered.

The three approaches are further defined in "The Dictionary of Real Estate Appraisal," published by the Appraisal Institute, fourth edition, 2002.

THE COST APPROACH: NOT APPLICABLE

This Approach to Value is best used when appraising new or special purpose properties, or when both the Market and Income Approaches are not applicable. Presently, typical purchasers are not concerned with the Cost of Replacement, since properties are generally selling for less than their cost of construction. This approach has a less significant affect on decisions of buyers and sellers for the subject property-type.

INCOME CAPITALIZATION APPROACH: NOT APPLICABLE

Approach through which an appraiser derives a value indication for income-producing property by converting anticipated benefits, i.e., cash flows and reversions, into property value. This conversion can be accomplished in two ways: One year's income expectancies may be capitalized at a market-derived capitalization rate or a capitalization rate that reflects a specified income pattern, return on investment, and change in the value of the investment; secondly, the annual cash flows may be discounted for the holding period and the reversion at a specified yield rate.

This approach is not considered an appropriate method of estimating the subject's value, as the subject is considered a special use property. The income capitalization approach was considered however, not used since very limited income and expense data on similar community facilities in the marketplace and alternative locations was available to the appraiser. As the subject property currently can only be utilized for public and community, non-profit facility, under typical circumstances, it would not be purchased for income capacity and investment.

SALES COMPARISON APPROACH:

This approach is also considered appropriate, and is developed herein. Value indication is derived by comparing the property being appraised to similar properties that have been sold recently, applying appropriate units of comparison and making adjustments, based on the elements of comparison, to the sale prices of the comparables. For subject type property, which is most conducive for owner occupancy, this provides a reliable indication of value, as there is adequate degree of comparable sales data available for purposes of this analysis.

FEE SIMPLE VALUATION OF THE PROPERTY

SALES COMPARISON APPROACH

The Sales Comparison Approach is most useful when a number of similar properties have been sold recently, or are currently for sale in the subject property market. Use of this technique produces a value indication by comparing similar properties with the subject. The sale prices of properties that are judged to be most comparable tend to indicate a range in which the value indication of the subject property will fall.

The degree of similarity of difference between the subject property and comparable sales is determined by considering various elements of comparison. These include:

1). Real property rights conveyed

2). Financing terms

3). Conditions of sale

4). Market Conditions

5). Location

6). Physical characteristics

7). Income-producing characteristics

8). Other characteristics (e.g., access and zoning)

Dollar or percentage adjustments are applied to the sale price of each comparable property, with consideration for the real property interest involved. Adjustments are made to the sale prices of the comparable sales, as the values of the comparables are known, while the value of the subject property is not known. Through this comparative procedure, estimates of value as of a specific date are derived.

Data such as income multipliers and income rates may also be extracted from sales comparison analysis. In the sales comparison approach, appraisers consider these data, but do not regard them as elements of comparison. These data are applied in the income capitalization approach.[3]

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[3] The Appraisal of Real Estate, Appraisal Institute, Chicago, Illinois, page 70.

FEE SIMPLE VALUATION OF THE PROPERTY

SALES COMPARISON APPROACH (Continued)

A search was conducted for recent sales of comparable non-profit, social services and community-related facilities in Norwalk, as well as in alternative communities throughout Fairfield and New Haven counties. Four applicable comparable sales were uncovered, and are utilized herein; one of which is located in Norwalk, one in Bridgeport, one in New Haven and one in Waterbury. Of the total sales uncovered, the following four properties are used for analysis and comparison to the subject, as they are considered to be the most appropriate and reliable for derivation of the subject's overall value.

In order to determine undivided, partial ownership interest (as tenant-in-common), application of a fractional discounting method is then applied, to the determined overall market value of the property.

The sales utilized include the following:

595 Madison Ave., Bridgeport	Sold: June 6, 2014 for $980,000 or $35.12 per s.f.
63 Prospect St, Waterbury	Sold: January 30, 2015 for $2,700,000; or $100.98 per s.f.
370-394 West Ave., Norwalk	Sold: March 5, 2013 for $4,566,250; or $59.38 per s.f.
1212 Quinnipiac Ave., New Haven	Sold: February 1, 2013 for $439,000; or $86.52 per s.f.

Each of the applicable sales is described and compared to the subject on the following pages.

FEE SIMPLE VALUATION OF THE PROPERTY

SALES COMPARISON APPROACH (Continued)

Comparable Sale No. 1

595 MADISON AVENUE, BRIDGEPORT CT

Comparable Sale No. 1:

Address:	595 Madison Avenue, Bridgeport
Location:	North End of Bridgeport
Grantor:	Boy's Club & Girl's Club of Bridgeport, Inc.
Grantee:	City of Bridgeport
Deed Reference:	Volume 9061, Page 298
Verified:	City records; CONN-comp database
Date of Sale:	June 6, 2014
Sale Price:	$980,000
Unit Price:	$35.12
Zoning:	R-B (Residence B)
Land Size:	2.21 acres
Land Improvements:	Adequate parking; paved asphalt
Land Building Ratio:	3.45:1
Use at Time of Sale:	Vacant *"Boy's & Girl's Club"* with fitness/weight room, recreation room, swimming pool, gymnasiums, and supporting administrative office areas.

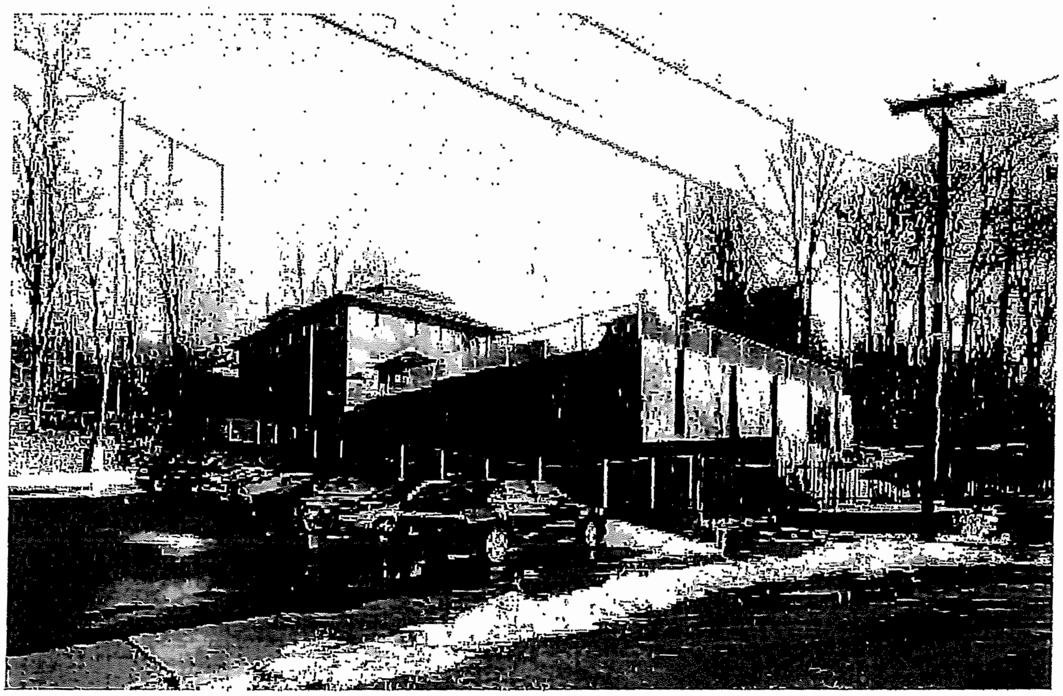
Improvements:

Gross Area:	27,907 square feet
Stories:	Single with mezzanine area included in GFA
Basement:	Full-unfinished basement areas
Age/Construction:	1950/Masonry with steel frame roof system
Condition:	Fair to poor
Heat:	Gas, hot water systems
Air Condition:	Central
Sprinklers:	100% coverage; wet system
Elevator:	None
Other:	Consists of a vacant *"Boy's & Girl's Club"*. Facility is comprised of multi-purpose rooms which include fitness/weight room, recreation room, kitchen with snack bar, swimming pool, main and auxiliary gymnasiums, supporting administrative office areas and sufficient lavatory facilities with handicap accessibility. There are locker room areas divided for girls/boys, which also include lavatories and showers. Interior has generally deteriorated over the years, with a substantial degree of deferred maintenance and repairs required. Property was purchased by the city of Bridgeport for public and community recreational club to be run by the Sheehan Center upon renovation, as a non-profit.

FEE SIMPLE VALUATION OF THE PROPERTY

SALES COMPARISON APPROACH (Continued)

Comparable Sale No. 2



63 PROSPECT STREET, WATERBURY CT

Comparable Sale No. 2:

Address:	63 Prospect Street, Waterbury
Location:	Waterbury Center
Grantor:	North American Family Institute, Inc.
Grantee:	City of Waterbury
Deed Reference:	Volume 7307, Page 168
Verified:	City records; CONN-comp database
Date of Sale:	January 30, 2015
Sale Price:	$2,700,000
Unit Price:	$100.98
Zoning:	RO (Residential Office District)
Land Size:	2.50 acres
Land Improvements:	Ample parking; paved asphalt
Land Building Ratio:	4.07:1
Use at Time of Sale:	Group care home and school with gymnasium
Improvements:	
Gross Area:	26,737 square feet – 4 buildings
Stories:	2 and 2½ story buildings
Basement:	Full-unfinished in one building
Age/Construction:	1852, 1880 & 2003
Condition:	Good
Heat:	Gas or oil, hot water systems
Air Condition:	None
Sprinklers:	Unknown
Elevator:	Passenger elevator access
Other:	Known as "Rose Hill", the property consists of a former specialty correctional facility, which operated as a 22-bed, residential treatment program for adolescent girls which recently closed as it lost its funding. Property includes a treatment facility which is comprised of an older, renovated mansion; as well as school building and gymnasium. Property was purchased by the city of Waterbury to be controlled and run as a non-profit facility in the future.

FEE SIMPLE VALUATION OF THE PROPERTY

SALES COMPARISON APPROACH (Continued)

Comparable Sale No. 3

370-394 WEST AVENUE AND 2 MAPLE STREET, NORWALK CT

SALES COMPARISON APPROACH (Continued)

Comparable Sale No. 3:

Address:	370-394 West Avenue and 2 Maple Street, Norwalk
Location:	Norwalk Center
Grantor:	YMCA of Norwalk, Inc.
Grantee:	The Norwalk Hospital Assoc.
Deed Reference:	Volume 7777, Page 104
Verified:	City records; CONN-comp database
Date of Sale:	March 5, 2013
Sale Price:	$4,566,250
Unit Price:	$59.38
Zoning:	CBDB (Commercial Business District)
Land Size:	2.28 acres
Land Improvements:	Limited parking; paved asphalt
Land Building Ratio:	1.29:1
Use at Time of Sale:	YMCA Facility, Daycare and 4 Residential Units (2-single families and 1-mixed use, daycare with 2 apartments above).
Improvements:	
Gross Area:	76,897 square feet (four buildings including YMCA=68,837 sq. ft.)
Stories:	4 story YMCA; as well as 3-2 and 2½ story dwellings
Basement:	Portions have full-unfinished basement areas
Age/Construction:	YMCA – 1927; 2 single family -1920; 1- 3 units 1891 / Masonry facility and wood frame residences
Condition:	Fair to Average
Heat:	Oil, hot water systems
Air Condition:	None
Sprinklers:	Unknown
Elevator:	Passenger elevator access in portion
Other:	Primary building is comprised of a four story, masonry and steel YMCA facility, comprised of three swimming pools, gymnasiums (basketball and gymnastics), and multi-purpose rooms for dance, art, and music exercise classes. Also has supporting administrative office areas. There is a total of 68,837 square feet. Detached mixed use with daycare center and two residential units, is comprised of two and one-half stories, and is wood frame construction. It contains 4,444 square feet. Single family dwellings are wood frame and contain 1,648 square feet and 1,968 square feet respectively.

YMCA facility was closed on 12/31/12, due to declining memberships, contributions, and high maintenance costs. Norwalk Hospital adjoins the property and purchased for possible use of pools and fitness areas for rehabilitation center, as well as use of the dwellings for offices. At the time of sale however, there were no definitive plans in place for specific reuse.

FEE SIMPLE VALUATION OF THE PROPERTY

SALES COMPARISON APPROACH (Continued)

Comparable Sale No. 4

1212 QUINNIPIAC AVENUE, NEW HAVEN CT

FEE SIMPLE VALUATION OF THE PROPERTY

SALES COMPARISON APPROACH (Continued)

Comparable Sale No. 4:

Address:	1212 Quinnipiac Avenue, New Haven
Location:	Eastern New Haven
Grantor:	Courtney Trotta
Grantee:	Turning Point
Verified:	City records; CoStar service
Date of Sale:	February 1, 2013
Sale Price:	$439,000
Unit Price:	$86.52
Zoning:	BA (Business A)
Land Size:	.69 acre
Land Improvements:	Ample parking; paved asphalt
Land Building Ratio:	5.92:1
Use at Time of Sale:	Professional office/residence converted to rehabilitation facility
Improvements:	
Gross Area:	5,074 square feet
Stories:	2-½ story
Basement:	Full-unfinished basement areas
Age/Construction:	1825/Wood frame
Condition:	Average to good
Heat:	Oil or Gas, hot water systems
Air Condition:	None
Sprinklers:	Unknown
Elevator:	None; walk-up
Other:	At the time of sale the building known as the *"Henry Barnes Mansion"* consisted of a residence converted to office use. The buyer is to transform the building into a residential-transitional living facility for individuals recovering from drug addiction.

FEE SIMPLE VALUATION OF THE PROPERTY

SALES COMPARISON APPROACH (Continued)

Analysis and Adjustments

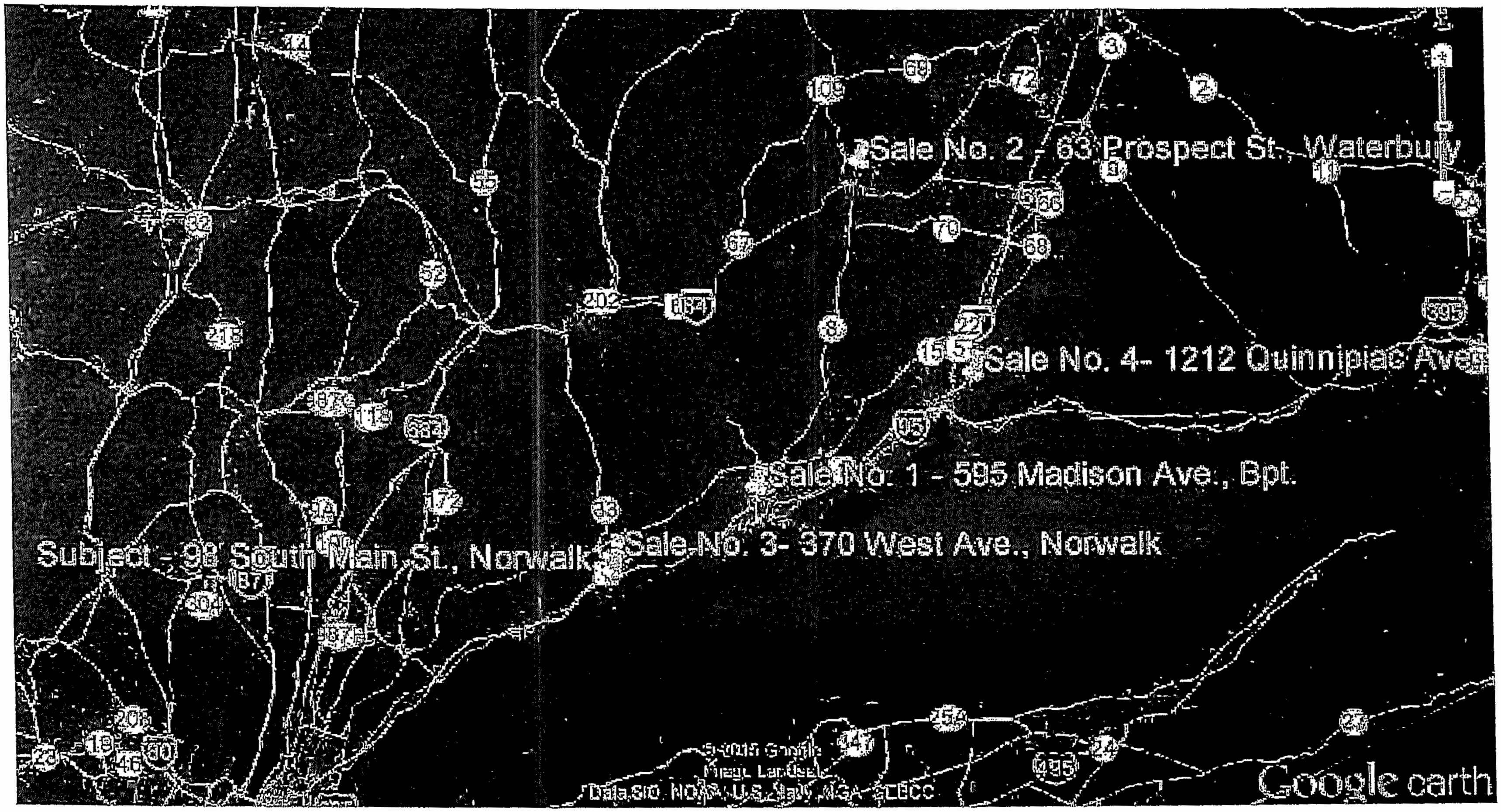
Location:	Sales No. 1, No. 2 and No. 4 are adjusted upward as respective locations in Bridgeport, Waterbury, and New Haven are considered inferior to the subject.
Physical Condition:	Sales No. 1 and No. 3 are adjusted upward as overall the subject is considered to be in superior physical condition. Sales No. 2 and No. 4 are adjusted downward as respective overall physical conditions are considered good and average/good, respectively.
Parking:	All four sales are adjusted downward for superior parking capacity to the subject. Disparities are reflected in land to building ratios.
Restrictions:	All four sales are adjusted downward as the subject property is subject to a restrictive covenant whereas, if the property ceases to be used exclusively for "Social Service purposes for the benefit of the citizens of Norwalk, that title in said premises shall revert to the City of Norwalk."
Other:	Sales No. 2, No. 3 and No. 4 are adjusted downward as the subject lacks basement area. In contrast the sales have full or partial basement areas for ancillary storage. Sales No. 1 and No. 3 are adjusted downward as they have gymnasium and pool facilities. Sale No. 4 is adjusted upward as it is walk-up design. Subject has elevator access.

FEE SIMPLE VALUATION OF THE PROPERTY

SALES COMPARISON APPROACH (Continued)

Address	Sales Price/ Sale Price Per Sq. Ft.	Sale Date/ Adj. SP	Location/ Zone	Land Area (Acre)/Char. Land to Building	Building Size (Sq. Ft.)/	Condition
Sale No. 1 595 Madison Ave. Bridgeport, CT	$980,000 $35.12	6/6/14	Lower North End R-B	2.21 Adequate parking 3.45:1	27,907/- Full-unfinished bsmt. Non-profit rec. club w/ pool & gym facilities	Fair to Poor No Conditions
Sale No. 2 63 Prospect St. Waterbury, CT	$2,700,000 $100.98	1/30/15	Waterbury Center RO	2.50 Ample Parking 4.07:1	26,737/ Partial basement Group care home for elderly – non-profit; purchased by city	Good No Conditions
Sale No. 3 370-394 West Ave. and 2 Maple St. Norwalk, CT	$4,566,250 $ 59.38	3/5/13	Norwalk Center CBDB	2.28 Limited Parking 1.29:1	76,897/ YMCA & 5 Res. Units Rec. club w/ pool & gym facilities Partial Unfin. Bsmt. areas	Fair to Average No Conditions
Sale No. 4 1212 Quinnipiac Ave. New Haven, CT	$439,000 $105.05	2/1/13	Eastern New Haven BA	.69 Ample Parking 5.92:1	5,074/ Transitional living facility for rehabilitation Full-unfinished bsmt. Walk-up	Average to Good No Conditions
SUBJECT **98 South Main St.** **Norwalk, CT**	-----	3/15	**South Norwalk** **NB**	**.46** **.93:1** **Limited parking available**	**21,456/** **No basement** **Elevator**	**Average – needs modification of 2nd Floor & fit-up** **Reversion Clause**

COMPARABLE SALES LOCATION MAP



FEE SIMPLE VALUATION OF THE PROPERTY

SALES COMPARISON APPROACH (Continued)

Correlation

The Four Sales, Adjusted, Are:

Sale No. 1, Indicated Value	$31.61 per square foot
Sale No. 2, Indicated Value	$30.29 per square foot
Sale No. 3, Indicated Value	$32.65 per square foot
Sale No. 4, Indicated Value	$30.28 per square foot

All four sales, adjusted, are appropriate indicators of the subject value. Greatest weight, however, is applied to Sale No. 1 and No. 2 as they are most current and purchased for non-profit use.

Remaining two sales are given secondary weight. The two remaining sales however are fairly recent having occurred in 2013, and have been or have continued for social services use.

As a result of this analysis, the value of the subject via Sales Comparison, is estimated at $31.00 per square foot, and is considered reasonable, based upon the data presented.

Subject contains 21,456 square feet x $31.00 = Value of the Subject via Sales Comparison of $665,136.

Rounded to: **($665,000.00)**

FEE SIMPLE VALUATION OF THE PROPERTY

RECONCILIATION

Cost Approach	N/A
Income Capitalization Approach	N/A
Sales Comparison Approach	$665,000

The Sales Comparison Approach is the only applied method, as there is a sufficient quantity of reliable comparable sales data available. It employed five comparable sales, all of, which required various adjustments for comparison, rendering an acceptably close value range. This approach provides an accurate reflection of the market forces which affect subject type, owner occupied properties. Also, all five sales are considered to have sufficient quality of comparability to the subject, and therefore, derived value conclusions are deemed reasonable.

As previously noted, The Cost Approach was not applied as it is not an appropriate indicator of value, as this approach does not reflect actions of buyers and sellers for the subject property-type in the marketplace.

The Income Approach was not developed since this approach is less reliable than the sales comparison approach for the subject property-type. Very limited income and expense data on similar community, social service facilities in the marketplace and alternative locations was available to the appraiser. As the subject property-currently can only be utilized for public and community, non-profit facility, under typical circumstances, it would not be purchased for income capacity and investment.

VALUATION OF UNDIVIDED, FRACTIONAL INTEREST IN THE PROPERTY

VALUATION OF UNDIVIDED, FRACTIONAL INTEREST IN THE PROPERTY

Application of Fractional Discounting Method

In order to determine the market value of the partial, undivided, interest in the property, as required pursuant to potential reversion of this ownership allocation to the City of Norwalk, application of a fractional discounting method is applied.

Market value in Fee Simple Estate of the subject property determined in the preceding analysis, as of April 13, 2015, is the amount of $665,000. Rather than simply dividing the derived value of $665,000 by the respective fractional ownership interest allocation, inherent in the valuation of the respective ownership positions are certain considerations, which generally contribute to partial interests being less liquid than respective ownerships' controlling interest.

Articles, IRS guidelines and court rulings have focused on two main issues when valuing partial interests:

- Lack of control (inherent lack of ability to influence management)
- Illiquidity (lack of marketability)

These issues can be further divided into ten subcategories[4] for systematic analysis as follows:

1) Relative risk of the partnership's asset(s) Triple net tenancy, historical vacancy rates, and risk of current tenant turnover.

2) Historical consistency of distributions – Cash distributions, profits, growth rate

3) Conditions of the partnership's asset(s) Overall physical condition, upgrades, etc.

4) Partnership market's growth potential (location of the asset(s) and their future growth potential).

5) Portfolio diversification (type of assets, number of assets, etc.)

6) Strength of the partnership's management.

7) Magnitude of the fractional interest – Pool of investors is smaller for a lesser interest than a larger interest.

8) Liquidity of the interest – private real estate partnerships are less liquid than public partnerships.

9) Ability of influence management – A smaller percentage conveys only a marginal interest with little probability of voicing an opinion towards the administration of operations and disposition of the asset(s), while a larger interest, even though a minority interest, may have sufficient influence towards ultimate decisions.

10) Ease of asset analysis – Is partnership information readily available.

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[4] Davidson: Fractional Interests in Real Estate Limited Partnerships, April 1992, "The Appraisal Journal"

VALUATION OF UNDIVIDED, FRACTIONAL INTEREST IN THE PROPERTY

Application of Fractional Discounting Method (Continued)

In regards to the respective partial interests in the subject, some illiquidity is anticipated for each ownership position as a partial interest, resulting from possible delays and expenses associated with partitioning the property, as well as difficulty of the ownership parties arriving at a consensual agreement. Partitioning costs are based on attorney's fees and related costs and time spend waiting to obtain a marketable partitioned interest. There is also the possibility the purchaser will face hostility from co-owners. The subject partial interest generally has limited marketability and demand for such a position in the marketplace, if such an investor chooses to liquidate the fractional position.

A premium is also applied to the discount factor arising from added complications since negotiations for an operating agreement is eminent in regards to division of utilities and management of the overall property. No formal agreement currently exists as NEON, Inc., which has recently vacated the premises, had historically paid all the operating expenses for the property. When NEON began to have financial troubles, the co-owner SNCC (first floor occupant) began to pay the property's operating expenses.

With consideration of the aforementioned conditions and factors affecting the fractional ownership positions in the subject land, an appropriate discount of 55% is applied for valuation of fractional interest, and is considered reasonable. Market value of the respective ownership position, is thus, derived as follows:

Total Fee Simple Value Derived via Sales Comparison	$ 665,000
Assigned Interest Based on Ownership Allocation	50.0%
Indicated Contribution to Value (if 100% ownership is conveyed)	$ 332,500
Less: Applied Discount For Partial Interest @ 55%	- 182,875
Estimated Market Value of Fractional Interest	$ 149,625

Rounded to: **$150,000**

One Hundred and Fifty Thousand Dollars

($150,000.00)

FINAL ESTIMATES OF VALUE

Based on this inspection, and the investigation and analysis of the data secured, it is my opinion that the Market Value of the *Fee Simple Estate* of the property, and value of the Fractional Interest of Property, as of April 13, 2015, are the amounts of:

Fee Simple Valuation of the Overall Property

Six Hundred and Sixty Five Thousand Dollars

($665,000.00)*

Value of Fractional Interest Owned by *Norwalk Economic Opportunity NOW, Inc.*

One Hundred and Fifty Thousand Dollars

($150,000.00)*

**** Subject to Conditions outlined in the letter of transmittal***

Respectfully submitted,

William P. Converse, Appraiser

Peter A. Vimini, MAI

CONTINGENT AND LIMITING CONDITIONS

1). This appraisal represents the best opinion of the evaluators as the market value of the property as of the effective date of the appraisal. The term "market value" is defined in the appraisal report.

2). No furniture, furnishings, or equipment, unless specifically indicated herein, have been included in our value conclusion. Only the real estate has been considered.

3). No engineering survey was made or caused to be made by the appraisers, and any estimates of fill, materials, other site work, or conditions are based on visual observation. Accuracy is not assured.

4). Sub-surface rights (minerals, oil, water, or others) were not considered in this report.

5). Any tracts that (according to survey, map, or plot) indicated riparian and/or littoral rights, are assumed to be included as part of the property, unless documents or deed which deem such rights to the contrary are provided the appraiser.

6). The existence of potentially hazardous material used in the construction or maintenance of the building, such as the presence of Urea-Formaldehyde Foam Insulation, and/or the existence of toxic waste, which may or may not be present on the property, was not observed. The appraiser(s) have no knowledge of the existence of such materials on or in the property. Likewise, the existence of Radon Gas, or Lead are not known to exist. The appraiser, however, is not qualified to detect such substances. The existence of Urea-Formaldehyde Foam insulation, other potentially hazardous waste materials, or Radon Gas may have an effect on the value of the property. The client is advised to retain an expert in such fields, if desired.

7). All value estimates have been made contingent on zoning regulations and land use plans in effect, as of the effective date of the appraisal, and are based on information provided by appropriate governmental authorities or employees.

8). This appraisal covers only the premises, which are the subject of this report, and no figures or data provided, analysis thereof, or any unit values derived there from are to be construed as applicable to any other property or properties, however, similar they may be.

9). Distribution of the total valuation in this report between land and improvements applied only under the existing program of utilization. Separate valuations of land and improvements are not to be used in any other manner, or in conjunction with any other appraisal, and are invalid if so employed.

10). Certain data used in compiling this report may have been furnished by the client, his counsel, employees and/or agent, or from other sources believed reliable. Data has been checked for accuracy as thoroughly as possible, but no liability or responsibility is assumed for absolute accuracy.

11). A diligent effort has been made to verify each comparable sale noted in this report. However, as many principals do not reside in the local area, or are entities for which no agent could be contacted within the time allowed for completion of this report, then such sales may not have been verified.

03/02

CONTINGENT AND LIMITING CONDITIONS (Continued)

12). No responsibility is assumed for matters legal in nature, nor is my opinion rendered herein as to title, which is assumed to be good and merchantable. The property is assumed free and clear of all liens or encumbrances, unless specifically enumerated herein, and is under responsible ownership and management as of the appraisal date.

13). Consideration for preparation of this appraisal is payment in full by the employer of all charges due the appraisers in connection therewith. Any responsibility by the appraisers for any portion of this report is considered upon full and timely payment.

14.) Liability to Vimini Associates and its employees or representatives is limited to the fee collected for the preparation of the appraisal. There is no accountability or liability to any third party. Acceptance and/or use of this report constitutes acceptance and agreement with these terms and conditions, as well as the terms and conditions stated in this document.

15). This appraisal report is prepared for the sole and exclusive use of the appraiser's client. No third parties are authorized to rely upon this report without the express written consent of the appraiser.

16). The appraisers, by reason of this report, are not required to give testimony in court with reference to the property herein, nor obligated to appear before any governmental body, board, agent, or tribunal unless arrangements have been previously made therefore.

17). Neither all, nor any portion of the contents of this appraisal shall be conveyed to the public through advertising, public relations, news, sales, or other media without the written consent and approval of the appraisers, particularly as to valuation conclusions, identity of the appraisers or firm with which they are connected, nor any reference to the Appraisal Institute, nor any initialed designations conferred upon the appraiser as stated in his qualifications attached hereto, or previously supplied, or verbally discussed. Furthermore, neither all nor any portion of the contents of this appraisal shall be used in connection with any offer, or sale or purchase of a security (as that term is defined in Section 2 (1) of the Securities Act of 1933) without the prior expressed written consent of the appraiser.

18). Possession of this report, or copy thereof, does not convey any right of reproduction or publication, nor may it be used by anyone but the client, the mortgagee, or its successors or assigns, mortgage insurers, or any state or federal department or agency without prior written consent of both the client and the appraisers, and in any event, only in its entirety.

19). Before any loans or commitments are made predicated on value conclusions reported in this appraisal, the mortgagee should verify facts and valuation conclusions contained in this report with the appraisers.

20). This appraisal is based on completion or availability of projected public or private off-site improvements, referred to in this report.

21). This appraisal is subject to satisfactory completion of proposed improvements described in the report.

22). Cost estimates for construction or replacement of improvements were prepared from data obtained from the owner and the Marshall Valuation Service, and are assumed accurate.

23). It is understood that all working or mechanical components of the property are in working order, as implied by the owner of the property, unless otherwise stated herein.

24). Sketches are not to scale. They are included to assist the reader in visualizing the property.

03/02

25). All values rendered within this report assume marketing times of twelve months or less, unless otherwise indicated.

26). In arriving at the value set forth in this appraisal no consideration has been given to the effect of state, local or federal income and gains taxes, or of occupancy, hotel, capital levy, gift, estate, succession, inheritance, or similar taxes, which may be imposed upon any owner, lessee or mortgagee, by reason of any sale, conveyance, transfer, leasing, hypothecation, mortgage, pledge or other disposition of the appraised property.

27). The appraiser has no knowledge as to whether the subject property may be affected by Connecticut Public Act 85-443 (super lien law) or Public Act 84-535 (an act concerning clarifications of permits for hazardous liability resulting from any soil contamination due to the storage of hazardous waste). This appraisal report and the value estimates contained herein assume no potential liability resulting from any soil contamination due to the storage of hazardous waste material, automobiles and/or chemical spills which may have occurred on this property over the past years. No evidence of contamination of hazardous material used in the construction or maintenance of any improvements was observed on the date of the inspection, however, the inspection was limited to visual observations. It is worthy to note that the appraiser is not qualified to detect the existence of substances such as urea-formaldehyde, radon gas, foam insulation, asbestos, or other potentially hazardous waste material that may have an effect on the value of the property. The appraiser reserves the right to amend this report pending the findings of any site or environmental assessment report as to the presence of any on-site toxic, hazardous wastes or contaminants that may affect the value of the property.

28). The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, and are not experts as to ADA requirements, we did not consider possible noncompliance with the requirements of ADA in estimating the value of the property. We recommend to the client that they hire a licensed architect who has performed such functions to check the property for compliance with ADA.

29). It is assumed that there are no structural defects hidden by floor or wall coverings or any other hidden or unapparent conditions of the property; that all mechanical equipment and appliances are in good working condition; and that all electrical components and the roofing are in good condition.

If the client has any questions regarding these items, it is the client's responsibility to order the appropriate inspections. The appraiser does not have the skill or expertise needed to make such inspections. The appraiser assumes no responsibility for these items.

30). It is assumed that the rental income information supplied by the identified parties in the Income Approach is accurate. The appraiser assumes no responsibility for independently verifying this information. If the client has any questions regarding this information, it is the client's responsibility to seek whatever independent verification is deemed necessary.

03/02

APPRAISER'S CERTIFICATION

Property Appraised: 98 South Main Street
Norwalk, Connecticut

I certify that:

1). The analysis, opinions, and conclusions developed herein, along with all sections of this report, have been prepared in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute, and USPAP.

2). The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

3). I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

4). The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

5). My engagement in this assignment was not contingent upon developing or reporting predetermined results.

6). No other party has provided significant professional assistance to the person or persons signing this certification.

7). My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

8). To the best of my knowledge and belief, the statements of fact contained in this report and upon which the opinions expressed are based, are true and correct, subject to the limiting conditions set forth herein.

9). I have personally inspected the property appraised (unless otherwise stated), that I have no present or contemplated interest in the property appraised, and no personal interest or bias with respect to the subject matter of the report, or to the client or other participants or principals.

10). The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

11). The appraiser acknowledges a full understanding of the Competency Provision and the Ethics Provision set forth in the USPAP and has sufficient knowledge of the above-referenced property type, market information and appropriate valuation methodologies to properly perform the appraiser's obligations as outlined in this letter.

12). As of the date of this report, I, Peter A. Vimini, have completed the requirements of the continuing education program for Designated Members of the Appraisal Institute.

13). I have not performed appraisal services in regards to the subject property within the three-year period immediately preceding the acceptance of this assignment.

Peter A. Vimini, MAI

Certified General — 0000603

Type of License — Number

1/2012

April 20, 2015

Date

APPRAISER'S CERTIFICATION

Property Appraised: 98 South Main Street
Norwalk, Connecticut

I certify that:

1). The analysis, opinions, and conclusions developed herein, along with all sections of this report, have been prepared in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute, and USPAP.

2). The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

3). I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

4). The report analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

5). My engagement in this assignment was not contingent upon developing or reporting predetermined results.

6). No other party has provided significant professional assistance to the person or persons signing this certification.

7). My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

8). To the best of my knowledge and belief, the statements of fact contained in this report and upon which the opinions expressed are based, are true and correct, subject to the limiting conditions set forth herein.

9). I have personally inspected the property appraised (unless otherwise stated), that I have no present or contemplated interest in the property appraised, and no personal interest or bias with respect to the subject matter of the report, or to the client or other participants or principals.

10). The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

11). The appraiser acknowledges a full understanding of the Competency Provision and the Ethics Provision set forth in the USPAP and has sufficient knowledge of the above-referenced property type, market information and appropriate valuation methodologies to properly perform the appraiser's obligations as outlined in this letter.

12). As of the date of this report, I, William P. Converse, have completed the Standards and Ethics Education Requirements for Candidates/Practicing Affiliates of the Appraisal Institute.

13). I have not performed appraisal services in regards to the subject property within the three-year period immediately preceding the acceptance of this assignment.

William P. Converse, Appraiser
Certified General — 0001034
Type of License — Number

April 20, 2015
Date

Revised 1/2012

QUALIFICATIONS OF PETER A. VIMINI, MAI

Education:

Bryant College, Smithfield, R.I. 02917

Date of Graduation – May, 1978
Degree: Bachelor of Science in Business Administration
Major: Accounting

The Appraisal Institute

Course Attendance and Completion:

Uniform Appraisal Standards for Federal Law Acquisition
Condemnation Appraising – Advanced Theory
Litigation – Expert Testimony
FHA and the Appraisal Process
Measuring Locational Obsolescence
Case Studies in Residential Highest and Best Use
Case Studies in Commercial Highest and Best Use
Automated Valuation Models
Evolving with the Capital Markets
Uniform Standards of Professional Practice
The Valuation of REITs, Real Estate Operating and Management Companies.

Experience: Appraisal

Residential, Commercial and Industrial Appraisals
Vimini Associates . . . . Since 1978

Experience: Practical

Certified Revaluation for Commercial/Industrial/Residential/Land - State Certified No. 764
Licensed Real Estate Salesman. . Since 1974 (CT. License No. 701947)
Certified Real Estate Appraiser. . Since 1989 (CT. License No. 0000605)

Qualified Expert Witness:

U.S. District Court (Federal Bankruptcy Court)
Connecticut Superior Court
Connecticut Housing Court
Municipal testimony before local land use boards.

Professional Affiliations:

Member of the Appraisal Institute - MAI Designation No. 9586
Member of the Appraisal Section of the National Association of REALTORS
Greater Bridgeport Board of REALTORS
Connecticut Association of REALTORS
National Association of REALTORS

Teaching:

Instructor: Appraisal Procedures – Housatonic Community College - 2003-2008
Instructor: Appraisal Principles – Greater Bridgeport Board of Realtors - 2003-Present
Instructor: Appraisal Procedures - Greater Bridgeport Board of Realtors – 2003-Present

Seminars:

Speaker: April 28, 1999:Bridgeport Bar Association-"Valuation for Estate and Gift Tax Purposes"
Speaker : March 3, 2010:Connecticut Bar Association-"Real Estate Valuation Basics"
Speaker: May 12, 2010: Fairfield County Bar Association-"Real Estate Valuation and Property Tax Assessment Appeals"

QUALIFICATIONS OF WILLIAM P. CONVERSE

Education:

University of Connecticut Storrs, Connecticut
Date of Graduation - December 1987
Degree: Bachelor of Science in Business Administration
Major: Finance
Other Related Coursework: Principles of Real Estate, and Real Estate Finance

Appraisal Institute

Candidate for MAI designation

Course Attendance and Completion, include the following:

1A-1	Real Estate Appraisal Principles
1A-2	Basic Valuation Procedures
SPP (A/B)	Standards of Professional Practice - Part A and B
1BA	Basic Income Capitalization
510	Advanced Income Capitalization (1BB)
540	Report Writing and Valuation Analysis
Level II	Advanced Market Analysis and Highest & Best Use

Regularly attended seminars sponsored by the Appraisal Institute, as well as a variety of other courses relating to continuing education requirements.

Experience - Appraisal:

Residential, Commercial and Industrial Appraisals
Vimini Associates. . . . . . . Since 1988

Assignments include preparation of narrative appraisal reports and analysis of commercial, industrial and residential properties. These include tracts of vacant land, as well as feasibility analysis and consulting assignments.

Appraised Properties for:

Various area banks, lending and financial institutions in the State, which include: People's Bank, Chase Bank, Hudson United Bank, Bank of America, Ridgefield Bank, as well as various other institutions.

Performed appraisal services for the State of Connecticut, Department of Public Works.

Experience - Practical:

Certified General Real Estate Appraiser, (CT. License No. RCG 0001034)

Qualified Expert Witness:

Connecticut Superior Courts of Bridgeport, New Haven, Milford, Danbury, Stamford, and Waterbury
Federal Court in New Haven and Fairfield Counties.

APPENDIX

- ADDITIONAL PHOTOGRAPHS OF THE SUBJECT
- ASSESSOR'S MAP
- BUILDING SKETCH
- LEGAL DESCRIPTION
- DEDICATION AGREEMENT
- SUPPORTING DISCOUNTED CASH FLOW SCHEDULES
  - PGI DETAIL
  - FIT-UP & LEASING COMMISSIONS
- REAL ESTATE INVESTOR SURVEY - PwC

FRONT VIEW OF THE BUILDING

VIEW OF DRIVEWAY AND PARKING AREA

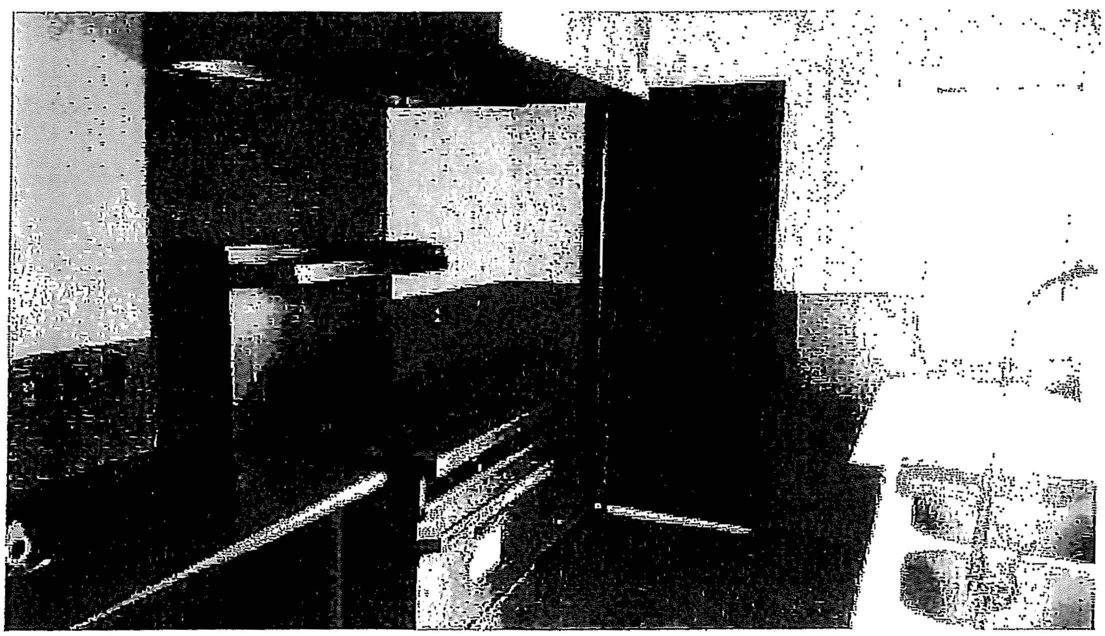
ADDITIONAL PHOTOGRAPHS OF THE SUBJECT

DRIVEWAY ACCESS LOOKING WEST TOWARD SOUTH MAIN STREET

FIRST FLOOR CONFERENCE & MEETING ROOM

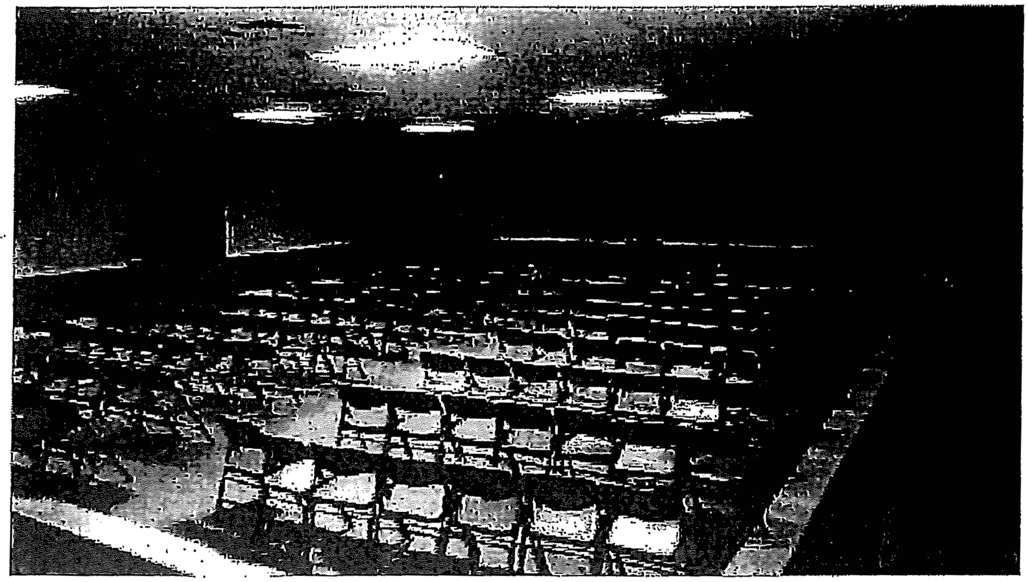
ADDITIONAL PHOTOGRAPHS OF THE SUBJECT

RECENTLY RENOVATED BREAK AREA/KITCHEN – GROUND FLOOR



KITCHEN AREA

ADDITIONAL PHOTOGRAPHS OF THE SUBJECT



LECTURE AREA/ALL PURPOSE ROOM – GROUND FLOOR

SECOND FLOOR CENTRAL CORRIDOR AND ATRIUM

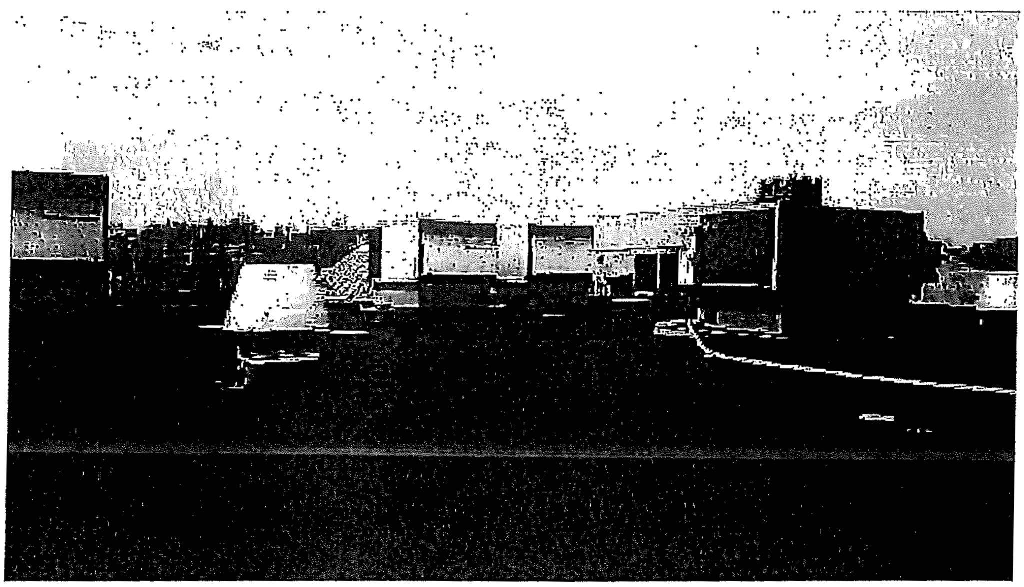
ADDITIONAL PHOTOGRAPHS OF THE SUBJECT

SECOND FLOOR ADMINISTRATIVE AREA (USED FOR STORAGE)

SECOND FLOOR EXECUTIVE OFFICE

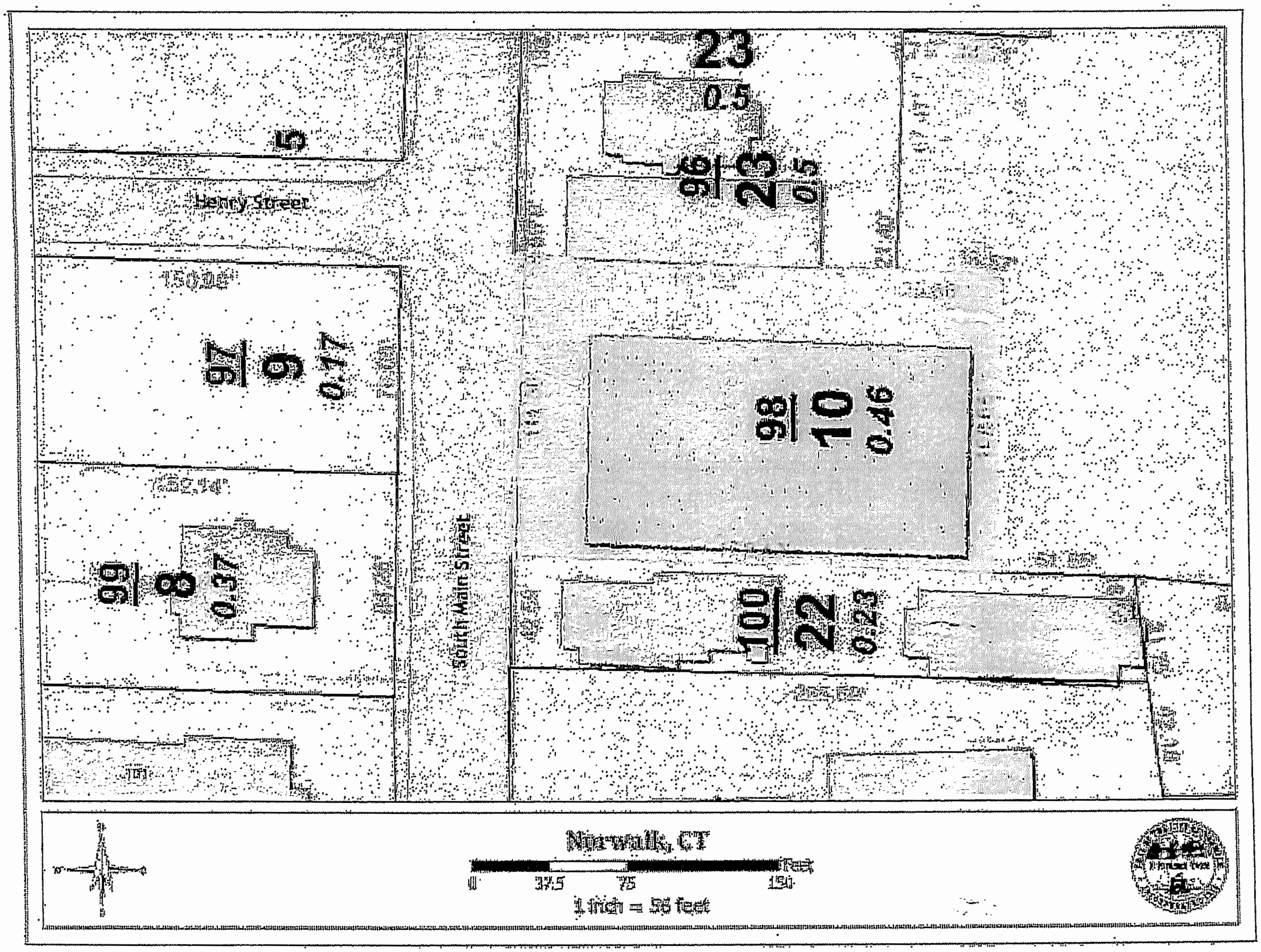
ADDITIONAL PHOTOGRAPHS OF THE SUBJECT

SECOND FLOOR CONFERENCE ROOM

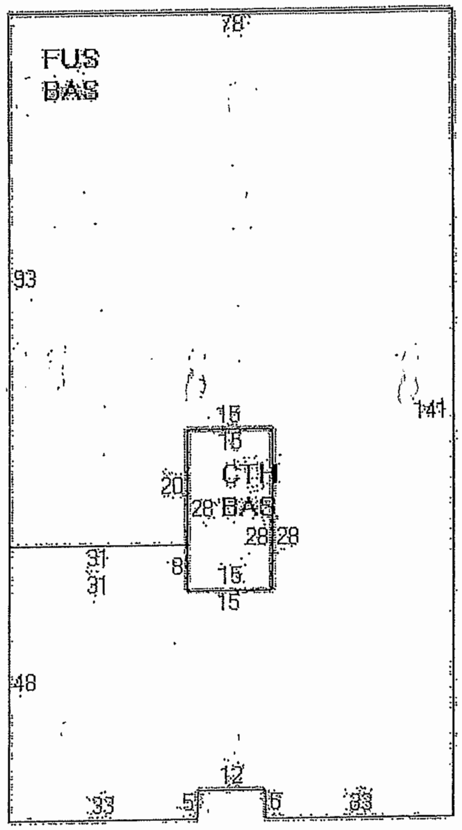


VIEW OF ROOF AND HVAC UNITS

ADDITIONAL PHOTOGRAPHS OF THE SUBJECT



ASSESSOR'S MAP



BUILDING SKETCH

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QUIT CLAIM DEED - STATUTORY FORM

150[illegible]

The City of Norwalk, a municipal corporation located in the City of Norwalk, County of Fairfield and State of Connecticut, acting herein by William A. Collins, its Mayor, duly authorized

for consideration paid grant to South Norwalk Community Center, Inc., a Connecticut non-profit corporation and Norwalk Economic Opportunity [illegible], Inc., a Connecticut non-profit corporation as tenants in common of [illegible] South Main Street, South Norwalk, Connecticut

with QUIT CLAIM COVENANTS

(Description and encumbrances, if any, and any additional provisions)

All that certain tract or parcel of land together with the buildings thereon, situated in the Town of Norwalk, County of Fairfield and State of Connecticut, shown and designated as Parcel "A, [illegible] S.F." on that certain map entitled "Map of Property Prepared For [illegible], Norwalk, Conn., Scale 1" = 20' January 29, 1969, Ryan and Faulds, Land Surveyors, Norwalk, Conn.", which map is certified "Substantially Correct" by Richard H. Ryan, Land Surveyor. Said map is on file in the office of the Town Clerk of said Town of Norwalk as Map No. [illegible].

The premises are hereby conveyed to the grantees by the City to insure that these organizations have a facility to carry out the Social Services for which they were organized, it being a condition of this deed that should the said grantees or their successors ever cease to use the premises solely for said social service purposes for the benefit of the citizens of Norwalk, that title in said premises shall then revert to the City of Norwalk.

By acceptance of this deed, the Grantees further agree not to mortgage or otherwise encumber the said premises as collateral for any indebtedness or lending.

[illegible] Conveyance Tax Received
Conn. #3 [illegible signature]
Town Clerk of [illegible]

Signed this 24th day of August 1977

Witnessed by: THE CITY OF NORWALK

[illegible signature] By [signature]
[illegible] William A. Collins
[illegible signature] The Mayor
[illegible]

State of Connecticut,
County of Fairfield } ss. Norwalk

Personally Appeared William A. Collins, Mayor of the City of Norwalk

Signer and Sealer of the foregoing Instrument, and acknowledged the same to be his free act and deed as Mayor of the City of Norwalk before me,

Latest mailing address of Grantee

No. and Street __________

City __________

State __________ Zip __________

[illegible signature]
[illegible]

Received for Record August [illegible] A.D. 19 77 at [illegible] and recorded by [illegible signature]
Town Clerk

LEGAL DESCRIPTION

EXHIBIT 3

PURCHASE AND SALE AGREEMENT

BETWEEN

SOUTH NORWALK COMMUNITY CENTER, INC., Seller

AND

CITY OF NORWALK, CONNECTICUT, Purchaser

DATED AS OF

____

{00029352.DOC 2}

This PURCHASE AND SALE AGREEMENT (this "**Agreement**"), dated as of __________, 2017 (the "**Effective Date**"), is entered into between the City of Norwalk , a municipal corporation organized and existing under the laws of the State of Connecticut ("**Purchaser**"), and South Norwalk Community Center Inc., a corporation qualified to do business in the State of Connecticut ("**Seller**").

WITNESSETH

WHEREAS, by virtue of a Settlement Agreement dated April 11, 2017 in the matter of City of Norwalk v. Ronald I. Chorches, Bankruptcy Trustee For NEON, Docket No.: FBT-CV-6049500-S, and a quit claim deed from the Trustee dated ____________________, 2017, the City of Norwalk and the South Norwalk Community Center, Inc. became tenants in common in certain real property and the improvements located thereon situated at 98 South Main Street, Norwalk, Connecticut; and

WHEREAS, subject to the terms and conditions hereof the South Norwalk Community Center, Inc. wishes to sell to the City of Norwalk and the City of Norwalk wishes to purchase from the South Norwalk Community Center, Inc. its interests in the Property.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
PURCHASE, SALE AND LEASE OF PROPERTY

Section 1.01 The Property. Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller in accordance with the terms and conditions of this Agreement, all of the following (collectively referred to as the "**Property**"):

(a) all that certain lot, piece, or parcel of land located at 98 South Main Street, Norwalk, County of Fairfield and State of Connecticut, as more particularly bounded and described in **Exhibit A** attached hereto and hereby made a part hereof (the "**Land**");

(b) all buildings and improvements located on the Land and all of Seller's right, title, and interest in and to any and all fixtures attached thereto (collectively, the "**Improvements**");

(c) all equipment, machinery, apparatus, appliances, and other articles of personal property located on and used in connection with the operation of the Improvements (collectively, the "**Personal Property**");

(d) all rights appurtenant to the Land, if any, including without limitation, any strips and gores abutting the Land, and any land lying in the bed of any street, road, or avenue in front of, or adjoining the Land, to the center line thereof;

(e) all other rights, privileges, easements, licenses, appurtenances, and hereditaments relating to the Property;

(f) all tenant leases, lease amendments, guarantees, exhibits, addenda and riders thereto, and any other documents creating a possessory interest in the Land or Improvements with any persons leasing, using, or occupying the Land or Improvements or any part of either, including, without limitation, those certain leases encumbering the Property and more particularly described in **Exhibit B** attached hereto and made a part hereof (collectively, the "**Leases**");

(g) all plans, surveys, specifications, drawings, architectural and engineering drawings, and other rights relating to the construction of the Property;

(h) all right, title, and interest of Seller in and to the Assumed Contracts, pursuant to this **Agreement**;

(i) any permit, entitlement, governmental approval, certificate of occupancy, license, or other form of authorization or approval issued by a government agency or authority and legally required for the construction, ownership, operation, and use of the Property to the extent transferable with the sale of the Property ;

(j) any written warranty, guaranty, or other obligation from any contractor, manufacturer, or vendor to any improvements, furnishings, fixture, or equipment located at the Property, to the extent assignable in connection with the sale of the Property .

Section 1.02 Upon the sale of the Property, Seller agrees to Lease back from Purchaser and Purchaser agrees to Lease to the Seller, the Property for the operation by Seller of a local community center, in accordance with the terms and conditions set out in the attached Lease , incorporated herein as **Exhibit G.**

ARTICLE II
PURCHASE PRICE AND DEPOSIT

Section 2.01 Purchase Price. Purchaser shall pay Seller the sum of Three Hundred Thousand Dollars and 00/100 ($300,000) (the "**Purchase Price**"), subject to such apportionments, adjustments and credits as are provided herein.

Section 2.02 Payment of Purchase Price. Purchaser shall pay the Purchase Price to Seller on the Closing Date, simultaneously with the delivery of the Deed, by federal funds wire transfer of immediately available funds to an account at such bank or banks as shall be designated by Seller by notice to Purchaser at least fifteen (15) Business Days prior to the Closing Date.

ARTICLE III
INVESTIGATION OF THE PROPERTY

Section 3.01 Due Diligence Materials. Within Fifteen (15) days following the execution of this Agreement by Purchaser, Seller shall deliver, cause to be delivered, or make available to Purchaser the following documents and Purchaser hereby acknowledges that, prior to the Effective Date, Seller has delivered the following (collectively, the "**Due Diligence Materials**"):

(a) Rent Roll. A current rent roll of the Property (the "**Rent Roll**"), containing such information with respect to each of the Leases as Purchaser may reasonably require, including, without limitation: (i) each tenant's name, address, date of the lease, scheduled expiration date of the lease; (ii) information relating to any options to extend; (iii) the number of square feet of the leased premises; (iv) the base rental amount , the additional rental amount (if any), and the amount of any security or other refundable deposit, together with copies of all collection and credit reports pertaining to the Leases (if not shown on the Rent Roll) for the last twelve (12) tax years, current monthly tenant billings and aged receivables and a list of tenants with past due rent.

(b) Operating Statements. Operating statements for the past twelve months preceding this Agreement (the "**Operating Statements**"), itemizing income, expenses, including common area maintenance charges for all tenants occupying or having rights in and to the Property (hereinafter, collectively, "Tenants" and individually, the "Tenant"), operating expense reimbursements by the Tenants, capital expenditures and payment records for the Tenants for past two (2) years and projected for the calendar year 2018, together with current year budget plus narrative for the Property.

(c) All warranties (including, without limitation, any roof warranty), guarantees and indemnities for the Property, together with any work orders for the period of twelve (12) months preceding this Agreement relating to expenses at the Property such as security, landscaping, etc.

(d) All utility bills for the Property for the twelve (12) months preceding this Agreement.

(e) Seller's insurance certificates.

Section 3.02 Other Information. Seller shall provide Purchaser, upon not less than ten (10) Business Days, notice from Purchaser, access to Seller's non-confidential property management files with respect to the Property and any additional information reasonably requested by Purchaser, at Seller's office located at the Property for review and copying by Purchaser. In addition, Seller shall promptly and in good faith, comply with any reasonable request by Purchaser, during the term of this Agreement, for: (a) any updates to the information or documents described in Section 3.01 above; (b) any document, within Seller's possession, pertaining the to the Property, although not included within the documents described in Section 3.01 above; or (c) any information within Seller's knowledge pertaining to the Property.

Section 3.03 Property Investigation Period. Purchaser shall have a period, commencing on the Due Diligence Commencement Date through the date which is Thirty (30) days thereafter (the "**Due Diligence Period**"), to review the Property (including conducting such tests, studies, surveys and/or other physical inspections of the Property as Purchaser deems necessary or appropriate) and all information relating thereto (including the Due Diligence Materials) (the "**Inspections**"). For the purposes of this Section 3.03, the "**Due Diligence Commencement Date**" is the date that is the later of: (a) the first day on which each Party has a copy of this Agreement signed by the other Party; or (b) the date on which Seller has delivered, or made available, to Purchaser all of the documents and materials listed in Section 3.01 and Section 3.02 above which the Seller is required to deliver pursuant to the terms thereof. Purchaser's

Inspections may encompass such matters as, without limitation, title and survey (as further provided in Section 5.01 below), environmental conditions, soil conditions, siting, access, traffic patterns, competition, financing, economic feasibility, platting, zoning, leasing status and matters involving governmental cooperation.

Section 3.04 Purchaser's Access. At any time prior to the Closing (including during the Due Diligence Period), and at all times, Purchaser and its agents, employees, consultants, inspectors, appraisers, engineers and contractors shall have the right to enter upon and pass through the Property during normal business hours to examine and inspect the same, as well as conduct reasonable tests, studies, investigations, and surveys to assess utility availability, soil conditions, environmental conditions, physical condition, and the like of the Property.

Section 3.05 Purchaser's Right to Inspect.

(a) Purchaser shall schedule and coordinate all Inspections or other access thereto with Seller and shall give Seller at least Five (5) Business Days prior notice thereof. Seller shall be entitled to have a representative present at all times during each such inspection or other access.

ARTICLE IV
CLOSING

Section 4.01 Closing Date. The closing of the transaction contemplated hereby (the "**Closing**") shall occur at on in accordance with the terms and conditions of this Agreement, at Norwalk City Hall, 125 East Avenue, Norwalk.

ARTICLE V
TITLE MATTERS AND REVIEW

Section 5.01 Title.

(a) The Property shall be sold, assigned and conveyed by Seller to Purchaser, and Purchaser shall accept and assume same, subject only to the following matters (collectively, the "**Permitted Exceptions**"):

(i) All real estate taxes and water and sewer charges not due and payable as of the Closing Date, subject to adjustment as hereinafter provided.

(ii) All applicable statutes, laws, ordinances, rules, regulations, requirements and codes, including, without limitation, those regarding zoning, building, landmark designation, fire, health, safety, zoning, environmental, subdivision, water quality, sanitation controls and the Americans with Disabilities Act ("**Laws**") of all federal, state, county, city, municipal and/or other governmental departments and authorities (separately and collectively, the "**Authorities**") having jurisdiction over, against or affecting the Property on the Closing Date, provided such Laws are not violated by the Property as it exists on the Effective Date and on the Closing Date,.

(iii) Rights, if any, relating to the construction and maintenance in connection with any public utility wires, poles, pipes, conduits and appurtenances thereto, on, under or across the Property, provided none of the foregoing: (A) interfere with the present use of the Property; (B) prohibit or interfere with the maintenance and operation of any building or structure or structures now on the Property; (C) impose any financial or other obligations on Purchaser; and/or (D) render title unmarketable.

(iv) Any statement of facts which would be shown on or by an accurate current survey of the Property, provided such facts do not render title unmarketable.

(v) Rights and interests held by Tenants, as tenants only, under the Leases in effect at Closing (and any non-disturbance agreements and memorandum of lease relating thereto of record) with no rights of first refusal or purchase options to purchase the Property or any part thereof.

Section 5.02 Unpaid Taxes, Assessments and Charges. The amount of any unpaid taxes, assessments and water and sewer charges which Seller is obligated to pay and discharge may, at the option of Seller, be paid by Purchaser out of the Purchase Price, if bills therefor, with any interest and penalties thereon figured to said date, are furnished to or obtained by Purchaser.

ARTICLE VI
CLOSING DELIVERIES

Section 6.01 Seller's Closing Deliverables. On the Closing Date, Seller shall deliver or cause to be delivered all of the following to Purchaser, except as otherwise specified:

(a) One (1) original warranty deed (the "**Deed**") in substantially the form attached hereto as **Exhibit C** executed by Seller and acknowledged, and in recordable form, conveying to Purchaser the Real Property, Improvements and appurtenances, subject only to the Permitted Exceptions;

(b) One (1) original transfer Tax Document in substantially the form attached hereto as **Exhibit D** executed by Seller;

(c) One (1) Bill of Sale (the "**Bill of Sale**") in substantially the form attached hereto as Exhibit E, executed by Seller, conveying to Purchaser good and marketable title to the Personal Property as described in the Bill of Sale, free and clear of all encumbrances and adverse claims;

(d) Two (2) original Assignment and Assumption of Leases (the "**Assignment of Leases**") in substantially the form attached hereto as **Exhibit F**, each executed by Seller and assigning to Purchaser all of Seller's right, title and interest in the Leases;

(e) Originals or, if originals are not in the possession or control of the Seller, copies of all leases and assumed contracts, together with all correspondence related thereto in Seller's possession or under Seller's control;

(f) Originals or, if originals are not in the possession or control of the Seller, copies of plans and specifications, technical manuals and similar materials related to the Property, to the extent same are in Seller's possession or under Seller's control;

(g) Originals or, if originals are not in the possession or control of the Seller, copies of all books and records relating to the operation of the Property and maintained by Seller during Seller's ownership thereof, to the extent same are in Seller's possession or under Seller's control;

(h) Originals, or if originals are not in the possession or control of the Seller, copies of all permits and licenses related to the Property, to the extent same are in Seller's possession or under Seller's control;

(i) All keys, key cards, combinations and codes relating to the operation of the Property;

(j) A consent of the members of Seller's board of directors authorizing the transaction contemplated hereby and the execution and delivery of the documents required to be executed and delivered hereunder;

(k) An updated Rent Roll dated as of the Closing and certified to be true, correct and complete in all material respects; and

(l) An original signed Lease in substantially the form and containing the terms and conditions as set forth in the Lease document attached hereto as Exhibit F, with Seller as leasee of the Property .

Section 6.02 Purchaser's Closing Deliverables. On the Closing Date, Purchaser shall deliver or cause to be delivered to Seller, two (2) original Assignment of Leases, each executed by Purchaser and assuming all of Seller's obligations under the Leases listed on an exhibit to the Assignment of Leases.

ARTICLE VI
CLOSING COSTS
APPORTIONMENTS

Section 6.03 Apportionments at Closing. The Parties shall pro-rate the following as of 11:59 p.m. on the day immediately preceding the Closing Date on the basis of the actual number of days of the month which shall have elapsed as of the Closing Date and based upon the actual number of days in the month and a 365 day year:

(a) Fixed rents payable by Tenants which are collected on or prior to the Closing in respect of the month (or other applicable collection period) in which the Closing occurs (the "**Current Month**"), on a per diem basis based upon the number of days in the Current Month prior to the Closing Date (which shall be allocated to Seller) and the number of days in the Current Month on and after the Closing Date (which shall be allocated to Purchaser). If, at the Closing, fixed rent in respect of the Current Month is unpaid by any Tenant, or fixed rent other than fixed rent in respect of the Current Month is past due by any Tenant, Purchaser agrees that the first moneys received by it from such Tenant shall be received and held by Purchaser in trust, and shall be disbursed as follows:

(i) First, to Seller and Purchaser, in an amount equal to all fixed rent owing by such Tenant to Seller and Purchaser in respect of the Current Month on a per diem basis based upon the number of days in the Current Month prior to the Closing Date (which shall be allocated to Seller) and the number of days in the Current Month on and after the Closing Date (which shall be allocated to Purchaser);

(ii) Next, to Purchaser in an amount equal to all fixed rents owing by any such Tenant to Purchaser in respect of all periods after the Current Month; and

(iii) Finally, to Seller, in an amount equal to all other fixed rent owing by any such Tenant to Seller in respect of all periods preceding the Current Month.

(b) All other income the Property generates.

(c) Real property taxes and assessments, water rates and charges, and sewer taxes not otherwise payable directly to the taxing authority by any Tenant under a Lease,

(d) All water, electric, telephone, fuel and other utility charges based on the last ascertainable bill unless meter readings are made as of the Closing Date, in which case such meter readings shall govern. If the apportionment is not based on an actual current reading, but rather the last ascertainable bill, then upon the taking of a subsequent actual reading which shall be conducted no later than five (5) days following the Closing, the parties shall, within ten (10) days following notice of the determination of such actual reading, readjust such apportionment and Seller shall deliver to Purchaser or Purchaser shall deliver to Seller, as the case may be, the amount determined to be due upon such readjustment.

(e) Any amounts prepaid or payable by the owner of the Property under the Assumed Contracts.

(f) All other costs and expenses of operating the Property customarily apportioned in connection with sales of properties substantially similar to the Property in the City of Norwalk and State of Connecticut.

Section 6.04 Property Taxes and Assessments.

(a) Property taxes shall be apportioned on the basis of the fiscal period for which assessed. If the Closing Date shall occur before an assessment is made or a tax rate is fixed for the tax period in which the Closing Date occurs, the apportionment of such property taxes based thereon shall be made at the Closing Date by applying the tax rate for the preceding year to the latest assessed valuation, but, promptly after the assessment and/or tax rate for the current year are fixed, the apportionment thereof shall be recalculated and Seller or Purchaser, as the case may be, shall make an appropriate payment to the other within fifteen days based on such recalculation.

(b) If as of the Closing Date the Property or any portion thereof shall be affected by any special or general assessments which are or may become payable in installments of which the first installment is then a lien and has become payable, Seller shall pay the unpaid installments of such assessments which are due prior to the Closing Date and Purchaser shall pay the installments which are due on or after the Closing Date.

Section 6.05 Operating Costs and Expenses. All operating costs and expenses accrued before the Closing Date shall be paid by Seller on or before the Closing Date or promptly upon receipt of applicable statements. All operating costs and expenses accruing on or after the Closing Date shall be paid by Purchaser.

Section 6.06 Post-Closing Adjustments.

(a) If the Leases contain obligations for utility charges, rent escalations for real estate taxes, operating expenses, cost-of-living adjustments or other forms of rent other than fixed rent, and Seller shall have collected any portion of such additional rent for a period on or after the Closing Date, then the same shall be apportioned and credit given to Purchaser for such period. If such additional rent have not been billed, or if billed, have not been collected by Seller as of the Closing Date, then Purchaser shall: (i) in good faith and with due diligence bill and collect such additional rent and when the amount of such additional rent is determined and collected by Purchaser, the same shall be apportioned as provided herein; (ii) to the extent allocable to Seller, hold the monies so received in trust for the benefit of Seller; and (iii) to the extent required to pay the amounts due to Seller for the period up to the Closing Date, promptly remit the same to Seller.

(b) Each Party agrees to remit reasonably promptly to the other the amount of such rents to which such Party is so entitled and to account to the other Party monthly in respect of same.

(c) All water, electric, telephone, fuel and other utility charges that were pro-rated as of the Closing Date based on the last ascertainable bill will be adjusted and pro-rated as of the Closing Date upon receipt (following the closing) of the actual statements for said utilities.

Section 6.07 Closing Statement. No later than ten (10) days prior to the Closing Date, Seller and Purchaser shall agree to a schedule of items to be pro-rated as of the Closing Date and the amounts thereof and Seller and Purchaser and/or their respective agents or designees will jointly prepare, and at the Closing, Seller and Purchaser shall execute and deliver, a closing statement (the "**Closing Statement**") which will show the net amount due either to Seller or to Purchaser as the result of the adjustments and prorations provided for in this Agreement, and such net due amount will be added to or subtracted from the cash balance of the Purchase Price to be paid to Seller at the Closing pursuant to as applicable.

Section 6.08 Survival. The provisions of this shall survive the Closing or the earlier termination of this Agreement, provided, however, that any re-prorations or re-apportionments shall be made as and when required under hereof. Any corrected adjustment or proration shall be paid by wire transfer of immediately available funds to the Party entitled thereto.

ARTICLE VII
SELLER's COVENANTS

Section 7.01 Seller's Covenants. Seller covenants that:

(a) During the period from the Effective Date until the Closing Date, Seller shall:

(i) Not be permitted to enter into any agreements with respect to all or any portion of the Property;

(ii) maintain in full force and effect the insurance policies currently in effect with respect to the Property (or replacements continuing similar coverage) and listed on <u>**Exhibit G**</u>;

(iii) operate and manage the Property in a manner consistent in all material respects with past practice but in any event shall perform its obligations under the leases, service contracts and other agreements of Seller relating to the Property in all material respects;

(iv) promptly deliver to Purchaser copies of all written notices of violations and promptly notify Purchaser of all judgments, claims and litigation affecting Seller or any part of the Property;

(v) promptly notify Purchaser of the institution of any litigation, arbitration, administrative hearing before any court or governmental agency concerning or affecting the Seller, and/or the Property and of any such proceedings which are to Seller's knowledge threatened after the date hereof;

(vi) promptly after the delivery or receipt thereof, deliver to Purchaser copies of all notices concerning Seller or the Property, which relate to the Assumed Contracts, the Leases, releases of Hazardous Materials affecting the Property and copies of all other correspondence sent, filed, served on or received by Seller from any federal, state or local agency affecting the Property from and after the Effective Date;

(vii) not settle or compromise or agree to any settlement or compromise of any insurance or condemnation claim or award without the prior written consent of Purchaser, which may be granted or withheld in Purchaser's sole and absolute discretion except in the case of an emergency; and

(viii) pay all utility and other service charges accrued through the date of Closing.

(b) During the period from the Effective Date until the Closing Date, Seller shall not, to the extent the same would be binding on or affect the Property or any owner thereof after the Closing, and except as permitted under this Agreement and without Purchaser's prior written approval, which approval may be given or withheld in its sole and absolute discretion:

(i) enter into any new Lease, submit or consider any proposal for a new Lease or terminate any Lease, amend or modify any Lease (except, any Leases which are extended pursuant to the exercise by the Tenant of an option in such Lease and such option is exercised between the date hereof and the Closing Date);

(ii) enter into any new Brokerage Agreement[s];

(iii) except as permitted under this Agreement, amend, modify (other than non-material amendments or modifications), terminate or renew any of the assumed contracts;

(iv) except as permitted under this Agreement, enter into any new service contracts;

(v) affirmatively (whether by action or inaction) subject the Property to any additional liens, encumbrances, covenants or easements;

(vi) enter into any agreement which would require the consent of a third-party to consummate or the transactions contemplated by this Agreement;

(vii) sell, transfer, encumber or change the status of title of all or any portion of the Property;

(viii) change or attempt to change, directly or indirectly, the current zoning of the Property;

(ix) cancel, amend or modify any certificate, approval, license or permit held by Seller with respect to the Property or any part thereof which would be binding upon Purchaser after the Closing; or

(x) take any action in respect of any litigation or proceeding in respect of the Property which shall have a material adverse effect on the Property; provided, however, nothing shall preclude Seller from filing appropriate pleadings prior to the answer date or pursuant to an order of the court or administrative body. In the event Seller shall take any action in respect of any litigation or proceeding in respect of the Property, Seller shall indemnify and hold harmless Purchaser from and against any and all loss, liabilities, costs, damages, expenses, assessments, penalties (including without limitation, attorneys' fees) incurred by Purchaser as a result of any such litigation or proceeding. The foregoing indemnity shall survive the Closing without any restriction or limitation.

(c) From and after the Effective Date, Seller shall not make any capital improvements or alterations or changes to the Property except those necessary to prevent loss of life, personal injury or property damage in emergency situations.

(d) Seller shall cooperate and use all commercially reasonable efforts to cooperate with Purchaser to effectuate the transition of the Property, and its operation, to Purchaser.

(e) If requested by Purchaser, Seller shall: (i) send to any Tenant under a Lease, a form of subordination, non-disturbance and attornment agreement ("**SNDA**") prepared by Purchaser, with the request that such Tenant execute and deliver such SNDA to Purchaser on or prior to the Closing Date; and (ii) provide Purchaser, or its lender, with the contact information for each Tenant under a Lease and permission to contact the Tenants to negotiate any requested changes to any such delivered SNDA.

(f) At the Closing, the Property shall be free and clear of all liens, charges, encumbrances, mortgages, pledges, security interests, easements, agreements and other interests, adverse claims and title matters, except as otherwise provided in this Agreement.

ARTICLE VIII
REPRESENTATIONS AND WARRANTIES

Section 8.01 Seller's Representations and Warranties. The matters set forth in this Article constitute representations and warranties by Seller, made as of the date hereof, and which are now and shall continue to be true, complete and correct up to and including the Closing Date. Seller hereby covenants, represents and warrants that:

(a) All of the documents and information required to be delivered to Purchaser pursuant to this Agreement have been or will be so delivered without alteration or omission.

(b) Seller is a corporation duly formed and in good standing under the laws of the State of Connecticut and has the requisite power and authority to enter into and to perform the terms of this Agreement. Seller is not subject to any law, order, decree, restriction or agreement that prohibits or would be violated by this Agreement or the consummation of the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby have been duly authorized by all requisite action of Seller. This Agreement constitutes, and each document and instrument contemplated hereby to be created and delivered by Seller, when executed and delivered, shall constitute the legal, valid, and binding obligation by Seller, enforceable against Seller in accordance with its respective terms (subject to bankruptcy, reorganization and other similar laws affecting the enforcement of creditors' rights generally).

(c) Seller has full right, power and authority to enter into and perform all of the obligations required of Seller under this Agreement, including, without limitation, transferring the Property to Purchaser without obtaining any further consents or approvals from, or the taking of any other actions with respect to, any third parties.

(d) Neither the execution, delivery and performance of this Agreement, nor the consummation of the transactions contemplated hereby is prohibited by, or requires Seller to obtain any consent, authorization, approval or registration under any law, statute, rule, regulation, judgment, order, writ, injunction or decree which is binding upon Seller.

(e) Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code 1986, as amended, or any regulations promulgated thereunder (collectively, the "**Code**").

(f) Seller has good and indefeasible title to the Property. The Property has not been assigned or conveyed to any party. Seller has the right to convey the Property pursuant to the terms of this Agreement. No Person (other than Purchaser pursuant to this Agreement) has a right to acquire any interest in the Property.

(g) To the best of Seller's knowledge, and information there are no judgments presently outstanding and unsatisfied against Seller or the Property; neither Seller nor the Property is involved in any litigation at law or in equity, or any other proceeding before any court, or by or before any governmental or administrative agency, whether relating to the transaction contemplated hereby or otherwise, and no such litigation or proceeding is threatened or pending but not yet served against Seller or the Property.

(h) Seller has not: (i) filed any voluntary or had involuntarily filed against it in any court or with any governmental body pursuant to any statute either of the United States or of any State, a petition in bankruptcy or insolvency or seeking to effect any plan or other arrangement with creditors, or seeking the appointment of a receiver; (ii) had a receiver, conservator or liquidating agent or similar person appointed for all or a substantial portion of its assets; (iii) suffered the attachment or other judicial seizure of all, or substantially all of its assets; (iv) given notice to any person or governmental body of insolvency; or (v) made an assignment for the benefit of its creditors or taken any other similar action for the protection or benefit of its creditors. Seller is not insolvent and will not be rendered insolvent by the performance of its obligations under this Agreement.

(i) Attached hereto as **Schedule #** ____ is a true, correct and complete list of all of Seller's insurance with respect to the Property or any part thereof. Seller's casualty insurance is adequate to prevent the invoking of any co-insurance provisions in the event of any loss or damage to the Property. Seller has not performed, permitted or suffered any act or omission which would cause the insurance coverage provided in said policies to be reduced or cancelled, and Seller's insurance with respect to the Property complies with the terms of the existing mortgage financing on the Property, if any. Seller has not received (and has no knowledge of) any notice or request from any insurance company or the Board of Fire Underwriters (or organization exercising functions similar thereto) requiring the performance of any work or alteration in respect of the Property or any part thereof or cancelling or threatening to cancel any of said policies. Seller has made no claims under its casualty insurance policy maintained with respect to the Property and Seller has no knowledge of any casualty which has occurred with respect to any portion of the Property for which it could have made such a claim. No insurance carrier to which application has been made has refused to insure the Property or any personalty therein.

(j) The Property, including, without limitation, all building systems and structural components are in good condition and repair, and there exist no defects in the Property. All installations, repairs, alterations or any other work done or being done on the Property, and all fixtures included in the sale, have been paid in full.

(k) To the best of Seller's knowledge, all public utilities currently serving the Property (including, without limitation, all applicable electric lines, water lines, gas lines and telephone lines): (i) are adequate to service the requirements of the Property and the Tenants under the Leases, and all payments for the same have been made; (ii) enter the Property directly through adjoining public streets and do not pass through adjoining private land; and (iii) are installed and operating and all installation and connection charges have been paid for in full.

(l) To the best of Seller's knowledge all oil burners, incinerators, furnaces and other fuel burning devices at the Property comply with the requirements of all Authorities having jurisdiction thereover, including, without limitation, all air pollution and environmental control laws, orders, rules and regulations, and all licenses, certificates and permits required thereby have been obtained and are in full force and effect.

(m) **Schedule #** ___ is a true, correct and complete list of the Leases and Rent Roll in effect as of the Effective Date. Seller has delivered to Purchaser true, correct and complete copies of the Leases. Except as otherwise set forth on **Schedule #** ___ (i) the Leases are in full force and effect, and are enforceable in accordance with their respective terms; (ii) the rents set forth on **Schedule #** ___ (the "**Rents**") are being collected on a current basis and there are no arrearages **Schedule #** ___ is a true, correct and complete list of the security deposits, if any, whether in cash or in the form of a letter of credit, being held under the Leases. There are no security deposits other than those set forth on **Schedule #** ___. The security deposits are held by Seller and have not been applied to existing arrears in rents or otherwise in accordance with the terms of the Leases. Accrued interest on the security deposits has been paid to the Tenants annually, or as otherwise required pursuant to any Leases.

(n) There has not been in the past twelve (12) months, and there is not now, any casualty affecting the Property, and there is not now any disrepair or damage that remains unrepaired, due to any prior casualty, if any, affecting the Property.

(o) Except as disclosed in the Environmental Report there are no underground or above ground storage tanks on the Property, in use or abandoned, and no such tanks have been removed during Seller's ownership of the Property except in strict compliance with all laws, ordinances, and regulations regarding such removal. Seller has delivered to Purchaser true, correct and complete copies or original of the Environmental Report, together with any and all reports, studies, written commentaries, test results and investigations in Seller's possession and/or under its control, relating to the environmental condition of the Property.

(p) No person or party, other than Purchaser, has any right or option to acquire the Property or any part thereof or any interest therein.

(q) The foundations and roofs of all buildings located on the Property are structurally sound and free of leaks, and all mechanical and utility systems (including air conditioning, plumbing, heating, sewage, gas, drainage and electrical systems) are in good repair and condition, are fully operable and are adequate to service the operation of the Property in the manner presently operated.

(r) All contractors, suppliers and others who have performed services or labor or have supplied materials in connection with Seller's development, ownership or management of the Property have been or by Closing will be paid in full or arrangements reasonably satisfactory to Purchaser will be made for payment thereafter to the extent the same is not yet due or is being contested in good faith, and all liens arising therefrom have been or by Closing will be satisfied and released or affirmatively insured over by the Title Company.

Section 8.02 Survival of Seller Representations and Warranties.

(a) The representations and warranties set forth in this Article are true, complete and correct, as of the date hereof, and shall be true, complete and correct in all material respects as of the Closing Date with the same force and effect as if first made at that time.

(b) Subject to the terms and conditions of this Agreement, the representations and warranties of Seller set forth in this Article shall survive the Closing and will not be affected by any investigation, verification or approval by any party or anyone on behalf of any Party to this Agreement.

Section 8.03 Purchaser's Representations and Warranties. Purchaser represents and warrants that:

(a) The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby have been duly authorized by all requisite actions of Purchaser. This Agreement constitutes, and each document and instrument contemplated hereby to be created and delivered by Purchaser, when executed and delivered, shall constitute the legal, valid, and binding obligation by Purchaser, enforceable against Purchaser in accordance with its respective terms.

(b) Purchaser has full right, power and authority to enter into and perform all of the obligations required of Purchaser under this Agreement without obtaining any further consents or approvals from, or the taking of any other actions with respect to, any third parties.

Section 8.04 Survival of Purchaser Representations and Warranties. The representations and warranties set forth in this Article shall be continuing and shall be true and correct in all material respects as of the Closing Date with the same force and effect as if made at that time. The representations and warranties set forth in this Article shall survive the Closing and will not be affected by any investigation, verification or approval by any party or anyone on behalf of any Party to this Agreement.

ARTICLE IX
CONDITIONS TO CLOSING

Section 9.01 Conditions to Obligations of Purchaser. Notwithstanding anything to the contrary contained herein, the obligation of Purchaser to close title and pay the Purchase Price in accordance with this Agreement is expressly conditioned upon the fulfillment by and as of the time of the Closing of each of the conditions listed below, provided that Purchaser, at its election, evidenced by written notice delivered to Seller at or prior to the Closing, may waive all or any of such conditions.

(a) Seller shall have: (i) executed and delivered to Purchaser, or the applicable party, all of the documents required to be delivered by Seller at the Closing; (ii) taken all other action required of Seller at the Closing; (iii) performed and observed all of the obligations and covenants of and required by Seller pursuant to this Agreement prior to or as of the Closing Date.

(b) Seller's representations and warranties in this Article shall be true and correct both as of the date made and as of the Closing Date.

(c) There shall be no actions, suits, arbitrations, claims, attachments, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings, pending or threatened against Seller that would affect Seller's ability to perform its obligations under this Agreement.

(d) There shall be no uncured monetary default or non-monetary default on the part of any Tenant under any Lease, nor any condition or circumstance which, but for the notice and opportunity to cure, would constitute such a default.

(e) There shall be no judicial, administrative or other adversarial suit, action or proceeding pending against Seller or the Property, which was not disclosed to or discovered by Purchaser before the end of the Due Diligence Period and which will be binding against the Property or Purchaser from and after the Closing.

(f) There shall be no material adverse change in the physical, economic or operational condition of the Improvements from the condition as of the Effective Date, reasonable wear and tear excepted. In furtherance of the foregoing, the Rent Roll as of the Closing Date shall not have materially changed from the Rent Roll attached hereto as Schedule # ____.

Section 9.02 Failure of Conditions to Closing.

(a) Subject to the terms of this Agreement, if any condition precedent to Purchaser's obligation to effect the Closing set forth in Section 9.01 has not been timely satisfied, then Purchaser, in Purchaser's sole and absolute discretion, may either: (i) terminate this Agreement by written notice thereof to Seller that this Agreement shall terminate and have no further force or effect and neither Party shall have any further rights and/or obligations with respect to each other or this Agreement, except for any obligations that expressly survive termination; or (ii) waive any unsatisfied condition and consummate the transactions contemplated hereby.

ARTICLE X
BROKERAGE COMMISSIONS

Section 10.01 Purchaser Representation. Purchaser and Seller both represent and warrant to the other that they have not dealt or negotiated with, or engaged on its own behalf or for its benefit, any broker, finder, consultant, advisor, or professional in the capacity of a broker or finder (each a "**Broker**") in connection with this Agreement or the transactions contemplated hereby.

Section 10.02 Survival. The provisions of this Article shall survive the termination of this Agreement or the Closing.

Section 10.03 Uninsured Loss. If all or any part of the Property is damaged or destroyed by an uninsured casualty, Purchaser shall have the right, exercisable by written notice given to Seller within ten (10) days of the Casualty Notification Date, to terminate this Agreement, in which event, this Agreement shall terminate and have no further force or effect and neither Party shall have any further rights and/or obligations with respect to each other or this Agreement, except for any obligations that expressly survive termination.

ARTICLE XI
DEFAULT BY PURCHASER OR SELLER

Section 11.01 Seller's Default.

(a) If Seller shall default in the performance of any of Seller's obligations to be performed under this Agreement and the Closing does not occur as a result thereof, Purchaser's sole and exclusive remedy shall be to either: (i) terminate this Agreement by delivery of written notice to Seller, whereupon this Agreement shall terminate and neither Party shall have any further rights or obligations with respect to each other or this Agreement, except those that are expressly provided in this Agreement to survive the termination hereof; or (ii) continue this Agreement and seek specific performance of Seller's obligations hereunder, provided that any such action for specific performance must be commenced within thirty (30) days after such default, and if Purchaser prevails thereunder, Seller shall reimburse Purchaser for all reasonable legal fees, court costs, expenses and damages and all other reasonable costs of such action. Notwithstanding the foregoing, if Seller shall willfully default in its obligation to close the transaction hereunder on the Closing Date and specific performance shall not be a legally available remedy to Purchaser as a result thereof, then Purchaser shall be entitled to (and Seller shall reimburse Purchaser for) Purchaser's Costs (which reimbursement obligation shall survive the termination of this Agreement). The term "**Purchaser's Costs**" is defined for the purpose of this Agreement as the expenses, if any, actually incurred by Purchaser for: (i) title examination, survey and municipal searches, including the issuance of Purchaser's Title Report and any continuation thereof, without issuance of a title insurance policy; (ii) fees paid to Purchaser's engineer for preparing any environmental and engineering reports with respect to the Property; and (iii) the actual and reasonable third-party costs incurred by Purchaser in connection with the negotiation of this Agreement and Purchaser's due diligence with respect to the Property, including, without limitation, reasonable attorneys' fees.

(b) Any claim or claims by Purchaser, whether made prior to or after the Closing, of a breach or default (individually, a "**Breach**" and; collectively, as applicable, "**Breaches**") of any covenant, agreement, representation or warranty contained in this Agreement or in any document executed by Seller pursuant to this Agreement, or in any other instruments delivered at Closing, shall be made by Purchaser by delivering to Seller written notice (a "**Claim Notice**"): (i) prior to Closing (with respect to any Breach or Breaches of which Purchaser has actual knowledge prior to Closing); and (ii) prior to the expiration of the applicable survival period, if any (with respect to Breaches of which Purchaser first becomes aware after Closing), which Claim Notice shall set forth: (x) a description in reasonable detail of the claimed Breach or Breaches (including the Section of the Agreement or document under which such Breach or Breaches is asserted); and (y) Purchaser's good-faith calculation of the loss, cost or expense resulting from such Breach or Breaches (which shall in no event limit or define Purchaser's damages determined subsequently).

This Section 11.01 shall survive the Closing or the earlier termination of this Agreement and shall not be deemed to have merged into any of the documents executed or delivered at the Closing.

ARTICLE XII
CONFIDENTIALITY AND PRESS RELEASE

Section 12.01 Confidentiality.

(a) Until the Closing, Purchaser will treat the information disclosed to it by Seller, or otherwise gained through Purchaser's access to the Property and Seller's books and records, to the extent permitted by applicable law, as confidential, giving it the same care as Purchaser's own confidential information, and make no use of any such disclosed information not independently known to Purchaser except in connection with the transactions contemplated hereby; provided, however, that Purchaser may, without the consent of Seller, disclose such information: (i) to its employees, officials, advisors, consultants, attorneys, accountants, prospective and actual investors, and lenders (collectively, the "**Purchaser Transaction Parties**"), so long as any such Purchaser Transaction Parties to whom disclosure is made shall also agree to keep all such information confidential in accordance with the terms hereof; and (ii) if disclosure is required by law or by regulatory or judicial process, provided that in such event Purchaser shall notify Seller of such required disclosure, shall exercise all commercially reasonable efforts to preserve the confidentiality of the confidential information, including, without limitation, reasonably cooperating with Seller (at Seller's sole expense) to obtain an appropriate order or other reliable assurance that confidential treatment will be accorded such confidential information by such tribunal and shall disclose only that portion of the confidential information which Purchaser is legally required to disclose.

(b) Until the Closing, Seller will treat the information disclosed to it by Purchaser, to the extent permitted by applicable law, as confidential, giving it the same care as Seller's own confidential information, and make no use of any such disclosed information not independently known to Seller except in connection with the transactions contemplated hereby; provided, however, that Seller may, without the consent of Purchaser, disclose such information: (i) to its partners, members, managers, employees, advisors, consultants, attorneys, accountants, prospective and actual investors, and lenders (collectively, the "**Seller Transaction Parties**"), so long as any such Seller Transaction Parties to whom disclosure is made shall also agree to keep all such information confidential in accordance with the terms hereof; and (ii) if disclosure is required by law or by regulatory or judicial process, provided that in such event Seller shall notify Purchaser of such required disclosure, shall exercise all commercially reasonable efforts to preserve the confidentiality of the confidential information, including, without limitation, reasonably cooperating with Purchaser (at Purchaser's sole expense) to obtain an appropriate order or other reliable assurance that confidential treatment will be accorded such confidential information by such tribunal and shall disclose only that portion of the confidential information which Purchaser is legally required to disolose.

(c) Notwithstanding the foregoing, the confidentially provisions of this Section shall not apply to any information or document which: (x) is or becomes generally available to the public other than as a result of a disclosure in violation of this Agreement; or (y) subject to compliance with Section 13.01(b) above, is required by law or court order to be disclosed. In the event of a termination of this Agreement, each Party shall promptly return all such confidential information to the other.

Section 12.02 Survival. The provisions of this Article shall survive the termination of this Agreement.

ARTICLE XIII
GENERAL PROVISIONS

Section 13.01 Notices. Unless specifically stated otherwise in this Agreement, all notices, waivers and demands required under this Agreement shall be in writing and delivered to all other Parties, at the addresses below, by one of the following methods:

(a) Hand delivery, whereby delivery is deemed to have occurred at the time of delivery;

(b) A nationally recognized overnight courier company, whereby delivery is deemed to have occurred the Business Day following deposit with the courier;

(c) Registered United States mail, signature required and postage-prepaid, whereby delivery is deemed to have occurred on the third Business Day following deposit with the United States Postal Service; or

(d) Electronic transmission (facsimile or e-mail) provided that the transmission is completed no later than four p.m. on a Business Day and the original also is sent via overnight courier or United States mail, whereby delivery is deemed to have occurred at the end of the Business Day on which electronic transmission is completed.

To Purchaser:	Name: Norwalk Corporation Counsel Address: 125 East Avenue Norwalk, CT 06851 Telephone: 203-854-7750 Facsimile: 203-854-7901 E-mail: mcoppola@norwalkct.org
with a copy to:	Name: Address: Telephone Facsimile: E-mail:

To Seller: Name: Warren A. Peña, Chairman
South Norwalk Community Center, Inc.
Address: 98 South Main Street
Telephone: 203-295-3380
Facsimile:
E-mail:

with a copy to: Name:
Address:
Telephone
Facsimile:
E-mail:

Any Party shall change its address for purposes of this Section by giving written notice as provided in this Section.

All notices and demands delivered by a Party's attorney on a Party's behalf shall be deemed to have been delivered by said Party. Notices shall be valid only if served in the manner provided in this Section.

Section 13.02 Complete Agreement; Amendments and Modifications; Partial Invalidity; Waivers.

(a) This Agreement may be executed in counterparts, and when executed by both Parties shall become one (1) integrated agreement enforceable on its terms. This Agreement supersedes all prior agreements between the Parties with respect to the Property and all discussions, understandings, offers and negotiations with respect thereto, whether oral or written. This Agreement shall not be amended or modified, except in a writing signed by each Party hereto. If amended or modified as permitted by this Section, the term "Agreement" shall thereafter be read as including all said amendments and modifications. All exhibits that are referenced in this Agreement or attached to it are incorporated herein and made a part hereof as if fully set forth in the body of the document.

(b) Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision will be interpreted to be only so broad as is enforceable.

(c) Any waiver of any provision or of any breach of this Agreement shall be in writing and signed by the Party waiving said provision or breach. No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provision herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts. Effective as of the Closing, any breaches or conditions not waived previously (including any title report objections) in accordance with as set forth above, are deemed waived.

Section 13.03 Third-Party Beneficiary; Assignment of Agreement; Successors and Assigns.

(a) This Agreement is an agreement solely for the benefit of Seller and Purchaser (and their permitted successors and/or assigns). No other person, party or entity shall have any rights hereunder nor shall any other person, party or entity be entitled to rely upon the terms, covenants and provisions contained herein. The provisions of this Section shall survive the Closing or the termination hereof.

(b) All references to Seller in this Agreement shall include Seller's assignee, including any assignment by Seller of its interest in this Agreement to a qualified intermediary under this Section.

(c) The terms "**party**" and "**parties**" include Seller, Purchaser, their respective constituent entities and their respective successors, assigns and legal representatives. In the event either Seller or Purchaser is an individual, a "party" or "parties" includes that individual's heirs.

(d) This Agreement and all its covenants, terms and provisions, shall be binding on and inure to the benefit of each Party and its successors and assigns.

Section 13.04 Further Assurances. From the Effective Date, Seller and Purchaser each agrees to do such things, perform such acts and make, execute, acknowledge and deliver such documents as may be reasonably necessary and customary to complete the transactions contemplated by this Agreement. In particular, at the Closing and through the period that is thirty (30) days following the Closing, Seller and Purchaser each agrees to do such things as may be reasonably necessary with respect to the transfer of the operation of the Property, including with respect to the Assumed Contracts and Leases, to complete the transfer of the operation of the Property. This Section shall survive the Closing for a period of thirty (30) days thereafter.

Section 13.05 Interpretation and Construction.

(a) The Parties acknowledge that, in connection with negotiating and executing this Agreement, each has had its own counsel and advisors and that each has reviewed and participated in the drafting of this Agreement. The fact that this Agreement was prepared by Seller's counsel as a matter of convenience shall have no import or significance to the construction of this Agreement. Any uncertainty or ambiguity in this Agreement shall not be construed against Purchaser because Purchaser's counsel prepared this Agreement in its final form. Any rule of construction that requires any ambiguities to be interpreted against the drafter shall not be employed in the interpretation of: (i) this Agreement; (ii) any exhibits to this Agreement; or (iii) any document drafted or delivered in connection with the transactions contemplated by this Agreement.

(b) Any captions or headings used in this Agreement are for convenience only and do not define or limit the scope of this Agreement.

(c) The singular of any term, including any defined term, shall include the plural and the plural of any term shall include the singular. The use of any pronoun with respect to gender shall include the neutral, masculine, feminine and plural. The term "**Person**" or "**Persons**" includes a natural person or any corporation, limited liability company, partnership, trust or other type of entity validly formed.

Section 13.06 Performance on a Saturday, Sunday or Holiday. Whenever the term "day" is used in this Agreement, it shall refer to a calendar day unless otherwise specified. A "**Business Day**" shall mean any weekday except for those weekdays that a banking institution within the State of Connecticut is required by said state to be closed (a "**Holiday**"). Should this Agreement require an act to be performed or a notice to be given on a Saturday, Sunday or Holiday, the act shall be performed or notice given on the following Business Day.

Section 13.07 Time Is of the Essence. The parties hereto acknowledge and agree that, except as otherwise expressly provided in this Agreement, TIME IS OF THE ESSENCE for the performance of all actions (including, without limitation, the giving of notices, the delivery of documents and the funding of money) required or permitted to be taken under this Agreement. Whenever action must be taken (including, without limitation, the giving of notice, the delivery of documents or the funding of money) under this Agreement, prior to the expiration of, by no later than or on a particular date, unless otherwise expressly provided in this Agreement, such action must be completed by 5:00 pm on such date. However, notwithstanding anything to the contrary herein, whenever action must be taken (including, without limitation, the giving of Notice, the delivery of documents or the funding of money) under this Agreement prior to the expiration of, by no later than or on a particular date that is not a Business Day, then such date shall be extended until the immediately following Business Day.

Section 13.08 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Connecticut. EACH PARTY HERETO AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE TRIED AND LITIGATED IN STATE OR FEDERAL COURTS LOCATED IN THE STATE OF CONNECTICUT, UNLESS SUCH ACTIONS OR PROCEEDINGS ARE REQUIRED TO BE BROUGHT IN ANOTHER COURT TO OBTAIN SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. TO THE EXTENT PERMITTED BY LAW, EACH PARTY HERETO IRREVOCABLY WAIVES ANY RIGHT ANY PARTY HERETO MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS,.

Section 13.09 No Offer. This Agreement shall not be deemed an offer or binding upon Seller or Purchaser until this Agreement is fully executed and delivered by Seller and Purchaser.

Section 13.10 No Survival. Except as otherwise provided in this Agreement, no representations, warranties, covenants or other obligations of Seller set forth in this Agreement shall survive the Closing hereunder and no action based thereon shall be commenced after the Closing.

Section 13.11 Attorneys' Fees and Income and Capital Gains Taxes.

(a) Seller and Purchaser each acknowledge that: (i) they have been represented by independent counsel in connection with this Agreement; (ii) they have executed this Agreement with the advice of such counsel; and (iii) this Agreement is the result of negotiations between the parties hereto and the advice and assistance of their respective counsel.

(b) Each Party to this Agreement shall be responsible for all costs it incurs in connection with the preparation, review and negotiation of this Agreement and the transactions and the Closing contemplated by this Agreement, including any attorneys' or consultants' fees. In addition, each Party is responsible for its own income taxes and capital gains taxes resulting from its operation of the Property and such taxes shall not be a pro-ration at the Closing.

(c) If any action is brought by either Party against the other in connection with or arising out of this Agreement or any of the documents and instruments delivered in connection herewith or in connection with the transactions contemplated hereby, the prevailing Party shall be entitled to recover from the other Party its reasonable out-of-pocket costs and expenses, including, without limitation, reasonable attorneys' fees, incurred in connection with the prosecution or defense of such action.

ARTICLE XIV
ESTOPPEL CERTIFICATES

Section 14.01 Estoppel Certificates.

(a) As a condition precedent to Purchaser's obligation to acquire the Property, Seller shall deliver Acceptable Estoppels from each and every Tenant under a Lease at the Property as of the Closing Date (the "**Estoppel Condition**"). Seller shall use commercially reasonable efforts to obtain and deliver to Purchaser the estoppel certificates as herein required. In furtherance thereof, Seller shall: (i) request estoppels from all Tenants under Leases; (ii) deliver to Purchaser the final form of all estoppels received from such Tenants; and (iii) have all such estoppels addressed to Purchaser, its lender, if any, and each of their successors and assigns.

(b) Such estoppel certificates shall be substantially in the form of **Exhibit H** attached hereto, or such other form as is: (i) required by Purchaser's lender; or (ii) provided in the terms of the Tenants' respective Leases, subject only to: (x) non-material modification thereof; (y) such tenant making note of items which constitute Permitted Exceptions or items which Seller otherwise agrees to discharge, and if required by the terms of this Agreement, does discharge prior to the Closing; and (z) modifications thereof to conform the same to the Leases or other information delivered to Purchaser prior to the date hereof; provided, however, that any such modifications shall not cause a material breach of any of Seller's representations and/or warranties and shall not disclose any defaults, rights of set off or other exceptions inconsistent in any material respect with the representations and warranties made by Seller hereunder. An executed estoppel certificate meeting the requirements of this Section and which is dated not more than thirty (30) days prior to the Closing Date is herein referred to as an "**Acceptable Estoppel.**" Purchaser shall have the right to object to any estoppel certificate which discloses any fact which contradicts representations and warranties made by Seller herein if such contradiction has a materially adverse effect on Purchaser and/or the Property. For the avoidance of doubt, Purchaser shall not have the right to object to an estoppel certificate and claim it is not an Acceptable Estoppel if it discloses an adverse fact or circumstance if such adverse fact or circumstance has been disclosed to Purchaser pursuant to the representations and warranties contained in this Agreement.

Section 14.02. Seller Estoppel Certificates

(c) Notwithstanding anything to the contrary contained in this Agreement, if Seller is unable to satisfy the Estoppel Condition by the Closing Date, for any reason, then Purchaser shall have to right, as its sole remedy, either to: (i) terminate this Agreement by notice in writing to Seller, whereupon neither Party shall have any further rights or obligations hereunder, except those which are expressly stated to survive the termination of this Agreement; or (ii) waive the same and receive Seller Estoppel Certificates from Seller at the Closing for those Tenants from which Seller did not receive an Acceptable Estoppel.

(d) If Purchaser elects the option under Section 14.01(a) above, then Seller shall deliver its own estoppel certificate (each, a "**Seller Estoppel Certificate**"), on behalf of each Tenant from which Seller did not receive an Acceptable Estoppel. Any such Seller Estoppel Certificate shall be substantially in the form of **Exhibit I** attached hereto. Seller shall not have the right to deliver Seller Estoppel Certificates in lieu of Acceptable Estoppels in order to satisfy the Estoppel Condition, unless such Estoppel Condition is waived by Purchaser in in writing.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above.

PURCHASER:
CITY OF NORWALK, CONNECTICUT

____
Harry W. Rilling
Mayor

SELLER:
SOUTH NORWALK COMMUNITY CENTER, INC.

____
Warren A. Peña
Chairman

SCHEDULES AND EXHIBITS

EXHIBITS

Schedule #	
Schedule #	
Schedule #	
Schedule #	
Schedule #	
Schedule #	
Schedule #	
Exhibit A	
Exhibit B	
Exhibit C	
Exhibit D	
Exhibit E	
Exhibit F	
Exhibit G	
Exhibit H	
Exhibit I	

Minutes of a Special Meeting of

SOUTH NORWALK COMMUNITY CENTER, INC.

A Special meeting of the Members of SOUTH NORWALK COMMUNITY CENTER, INC., a non-profit organization (hereinafter the "Center"), was held on February 14, 2018, at 7:30 PM, at 10 Wall Street, Norwalk, CT 06850.

Present were all Members who waived notice of the meeting and unanimously adopted the following resolution:

> **RESOLVED THAT** the Center sell its interest in the premises known as 98 South Main Street, Norwalk, CT for the sum of **THREE HUNDRED THOUSAND ($300,000.00) DOLLARS**, on the terms and conditions set forth in a certain Purchase Agreement, dated March ___, 2018, and that the Chairman of the Board of Director of the said Center, **WARREN A. PENA**, is hereby authorized to execute any and all documents necessary to effectuate said sale.

There being no further business to be discussed, the meeting was adjourned.

Dated this ____ day of March, 2018.

SOUTH NORWALK COMMUNITY CENTER, INC.

By: Warren A Pena

Warren A. Pena, Chairperson

EXHIBIT 4

BY-LAWS

OF

SOUTH NORWALK COMMUNITY CENTER INC.

ARTICLE I
NAME, LOCATION AND PURPOSE OF CORPORATION

Section 1. Name.

The name of the Corporation shall be the SOUTH NORWALK COMMUNITY CENTER INC. (hereinafter sometimes referred to as the "Corporation").

Section 2. Place of Business.

The place of business shall be located within the area of South Norwalk, Norwalk, Connecticut.

Section 3. Purpose.

The Corporation is organized and shall be operated exclusively for the charitable or educational purposes set forth in the Certificate of Incorporation.

ARTICLE II
BOARD OF DIRECTORS

Section 1. Number, Qualification and Term

A. The Board of Directors shall consist of eleven residents of the City of Norwalk, Connecticut, or vicinity, selected for their knowledge of the charitable or educational needs of the community. It is a cardinal principle of the Corporation that it shall be conducted in the interests of the whole community without regard to race, color, religion, sex or sexual orientation, and that, to the greatest possible extent, all interests, classes and creeds shall be represented on the Board of Directors.

B. The Board of Directors shall be selected, appointed, and classified as follows:

Class 1. One member by the Chief Executive of the City of Norwalk, Connecticut;
Class 2. One member by the Common Council of the City of Norwalk;
Class 3. One member by the President or other Chief Executive Officer of the Norwalk Chamber of Commerce;
Class 4. One member by President or other Chief Executive Officer of the Norwalk NAACP;

Class 5. One member by the President or other Chief Executive Officer of the Greater Norwalk Hispanic Chamber of Commerce;
Class 6. One member by the President or other Chief Executive Officer of the Fairfield County Bar Association;
Class 7. One member by the President or other Chief Executive Officer of Norwalk Community College;
Class 8. One member by the Board of Directors by majority vote of all the members serving at the time of such appointment;.
Class 9. One member by the Board of Directors by majority vote of all the members serving at the time of such appointment;
Class 10. One member by the Board of Directors by majority vote of all the members serving at the time of such appointment;
Class 11. One member by the Board of Directors by majority vote of all the members serving at the time of such appointment.

All appointments of members of the Board of Directors shall be made at least thirty days before and not more than ninety days before the expiration of the term of office of the particular member of the Board whose position such appointment is designed to fill.

Staggered Terms. The initial Board of Directors shall be selected by the Incorporator to hold office until the first Annual Meeting of the Board of Directors and appointed thereafter to staggered three year terms. In order to establish staggered terms, the first Directors shall be divided as equally as possible into three groups. One group shall serve an initial term of one year. Another group shall serve an initial term of two years. The remaining group shall serve an initial term of three years until the Director's successor has been appointed and qualified, except that in the event of a vacancy, which may be filled at any meeting of the Board of Directors, the director may be appointed to a shorter term as may be appropriate to maintain the balance of staggered terms.

Terms of office. All members of the Board of Directors shall hold office during the term of three years from and after the first day of January succeeding their respective appointments. If for any reason an appointment is delayed until after the January 1 commencement date, the member's term shall nevertheless end at the same time it would have if the appointment had be made prior to January 1. -

Filling of vacancies. Any vacancy by death, resignation, refusal to serve or otherwise shall be filled for the unexpired term by the authority making the original appointment.

Successors shall be appointed by the same authority as original members. A person who has served two full terms, or for six years, whichever is greater, shall not be eligible under any circumstances to be appointed to another term or a part of a term during his or her lifetime by any authority, nor may any person serve as a member of the Board of Directors for more than six years during his or her lifetime, either through completion of one full term or by serving part of two or more terms. If any person has served part of one term, and is appointed to another term by any authority, such person's appointment shall terminate on the last day of December preceding the year in which such person would, but for this sentence, complete six years of service as a member of the Board of Directors.

Removal from Norwalk, Connecticut, or vicinity and/or failure to attend three consecutive meetings of the Board of Directors without reason satisfactory to the Board of Directors shall, at the discretion of the Board, operate as an unexpected resignation from the Board of Directors.

With respect to appointments to the Board by those having appointing authority, the following process shall be observed:

1. Not later than June 15th of any year at the end of which an appointing authority has the power to appoint a member of the Board of Directors, the Executive Director shall bring that fact to the attention of the Board of Directors as to the appropriate communication with the appointing authority.
2. The Chair of the Board and the Executive Director shall communicate with the appointing authority, provide him/her with the description of the qualifications sought in a Director, and discuss with him/her generally the nature of the Corporation.
3. Unless requested by the appointing authority, it is inappropriate for the Chair of the Board and Executive Director to suggest names of people recommended to be appointed.
4. The appointing authority should be asked to advise the Corporation of his/her appointment by November 1st so that, in those years when the Board has an appointment to make, it can better identify what skills and constituencies are not already available to the Board.

<u>Section 2.</u> Appointments by the Board of Directors.

Appointments by the Board shall be made so as to achieve, among other objectives, appropriate diversity among the members of the Board of Directors.

The following process shall prevail with respect to Board appointments:

1. The Governance Committee shall solicit from members of the Board of Directors and the Executive Director the names of people considered appropriate for Board appointment.
2. The Governance Committee shall suggest to the Board a list of recommended nominees.
3. The Board shall appoint either from such list or, for appropriate reasons, otherwise.

<u>Section 3.</u> Non-Discrimination.

No person shall be denied directorships because of race, sex, age, religion, national origin, sexual orientation, or any other basis prohibited by law.

Section 4. Power of the Board of Directors

The property, affairs, business and concerns of the Corporation shall be managed and controlled by the Board of Directors who shall also set the policy of the Corporation within the purposes defined in the Certificate of Incorporation.

Section 5. Non-Voting Board Members.

The Executive Director shall serve as a non-voting Member of the Board of Directors.

Section 6. Quorum.

At any meeting of the Board of Directors, a majority of the Directors currently serving on the Board of Directors shall constitute a quorum for the transaction of business at any meeting. There shall be no voting by proxy at any of the meetings held by the Corporation. The act of a majority of the Directors present at a regularly called meeting at which a quorum is present, at the time of the act shall be the act of the Board of Directors except as otherwise noted in these By-Laws.

Section 7. Election, Resignation, and Removal.

Election and appointment of Directors shall take place at the Annual meeting, except for the election of directors to fill vacant or new authorized directorships. Any Director of the Corporation may resign at any time by giving written notice to the Board of Directors or to the Chairperson or Secretary of the Corporation. Any such resignation shall take effect at the time specified therein. Any Director may be removed, with cause or without cause, by a majority vote of the Board of Directors. The Directors may remove a Director only at a meeting called for the purpose of removing him/her, and the meeting notice must state that the purpose or one of the purposes of the meeting, is removal of the Director.

Section 8. Fiscal Year.

The fiscal year of the Corporation shall extend from July 1 to June 30 except as otherwise determined by resolution of the Directors.

Section 9. Meetings.

The Annual Meeting of the Corporation shall take place in the fall of each year on a date as determined by the Board of Directors.

The Board of Directors shall hold regular meetings at least four (4) times per year as determined by the President of the Board of Directors. The intervals between meetings shall not exceed one hundred (100) days, with no less than fourteen (14) days advance written notice of such meeting.

Section 10. Compensation

No Officer or Director shall receive any compensation or remuneration from the Corporation. However, the Board of Directors may be reimbursed for any reasonable and necessary expense incurred. Members of the Board of Directors are prohibited from accepting gifts, monies, or gratuities from the following:

a. Persons receiving benefits or services under any program financed by local, State or Federal funds;
b. Any person or agency performing services under contract;
c. Persons who are otherwise in a position to benefit from the actions of a Board member.

ARTICLE III
OFFICERS

Section 1. Positions.

The Officers of the Corporation shall be a Chairperson, Vice-Chairperson, Secretary, and Treasurer. No one person may hold two (2) Officer positions simultaneously. All Officers shall be elected by the Board from among its members and upon nomination by the Nominating Committee.

Section 2. Duties.

The duties of each Officer shall be:

a. The Chairperson, as chief executive officer for the Corporation, shall, in addition to fulfilling normal duties of the position, appoint such committees as may be needed. All such appointments shall be approved by a majority vote of the Board of Directors. In addition, the Chairperson shall sign, on behalf of the Corporation, all deeds, contracts, and other formal instruments, provided, however, that such authority may be delegated, in any instance or in general, to such other officer or the Executive Director as may be authorized by the Board of Directors from time to time.

b. The Vice-Chairperson shall fulfill the responsibilities of the Chairperson during the Chairperson's absence or incapacitation, assist the Chairperson in discharging responsibilities as the Chairperson may seem fit, and fulfill any duties that may be determined by the Board of Directors.

c. The Secretary shall be responsible for the taking and safekeeping of the official minutes of the Corporation, and any other responsibilities as may be required under the Laws of the State of Connecticut. The Secretary of the Corporation shall be responsible for providing Minutes of the prior meeting at least seven (7) days prior to any subsequent Director's meeting.

d. The Treasurer of the Corporation shall have charge of all papers and financial records of the Corporation and shall have the responsibility for the funds of the Corporation and for keeping full and accurate accounts and records of all receipts and disbursements of the Corporation. This includes an annual financial audit by a qualified auditor prior to final approval by the Board of Directors. All such papers, records, and accounts shall be kept at the principal place of business of the Corporation and be open to inspection by any Director with reasonable advance notice.

Section 3. Term.

The term of office for all officers shall be one (1) year and officers are eligible for re-election to successive terms. Officers shall be elected at the Annual meeting.

Section 4. Vacancies.

The Board of Directors may make interim appointments to fill officer vacancies. These appointments will be effective until the next Annual Meeting.

Section 5. Board Committees

All Board Committees shall be advisory and recommending in nature, and shall be composed of members of the Board, and shall report to the Board of Directors for action on their reports. The reports of all committees shall be read into, or appended to, the minutes of the meeting at which they are present.

ARTICLE IV
COMMITTEES

Section 1. Compositions.

The Board of Directors may designate two or more Directors or others to constitute a committee or committees, which, subject to law and these By-laws, shall have and may exercise all such authority of the Board of Directors as shall be provided in these By-laws or the resolution constituting any such committee. Except as otherwise specifically provided in these By-laws, the Chair of the Board shall appoint a Director as the chair of each committee established by these By-laws. Each committee shall have the composition and membership described in these By-laws or in the resolution constituting the committee. All members of committees shall be appointed for a one-year term, commencing with the Annual Meeting and continuing until the next Annual Meeting, except that the term of a committee member whose term as a Director expires on the intervening January 1 shall terminate at that time. The Chair of the Board shall serve ex officio as a member of each committee with the right to vote. The Executive Director is invited to attend each meeting of each committee except when the Chair of any such committee requests that the Executive Director not attend. Unless modified by a resolution of the Board of Directors, the committees of the Board of Directors shall consist of the following:

Section 2. Executive Committee

An Executive Committee, consisting of the Chair and Vice Chair of the Board of Directors, the Chair of the Finance Committee, the Chair of the Program Committee, the Chair of the Development Committee, the Chair of the Governance Committee, and such other members the Board of Directors as are, from time to time appointed thereto by the Board of Directors. The Chair of the Board of Directors shall serve as the Chair of the Executive Committee. The Executive Committee shall perform such duties as are, from time to time, assigned to it by the Board of Directors. Additionally, it shall be available to the Executive Director as a consultant with respect to the management of the affairs of the Corporation, including matters related to personnel policies, compensation and benefits.

It shall be the duty of the Executive Committee initially to evaluate the performance of the Executive Director and to make recommendations to the Board of Directors with respect to his or her salary and other employment benefits. A draft of the evaluation of the Executive Director's performance prepared by the Executive Committee shall be submitted to the Board of Directors for final approval prior to its delivery.

Section 3. Development Committee

A Development Committee, consisting of such members as are, from time to time, appointed thereto by the Board of Directors, not necessarily from its own membership. At least a majority of the members shall be Directors of the Corporation. It shall be the responsibility of the Development Committee to recommend to the Board of Directors for its adoption, development policies, goals and strategies for fund development, to evaluate progress and performance toward such goals, to advise on community outreach strategies and efforts for development purposes, and to report periodically to the Board of Directors with respect thereto.

Section 4. Program Committee

A Program committee, consisting of such members as are, from time to time, appointed thereto by the Board of Directors, not necessarily from its own membership. At least a majority of the members shall be Directors of the Corporation. It shall be the responsibility of the Program Committee to recommend to the Board of Directors for its adoption, development policies, goals and strategies for executing the mission of the

Corporation. The Program Committee will review on an ongoing basis the community's needs and opportunities and to consider the Corporation's mission, strategies and initiatives in the evolving context of such needs and opportunities and to make recommendations with respect thereto to the Board of Directors.

Section 5. Finance Committee

A Finance Committee consisting of such members as are, from time to time, appointed thereto by the Board of Directors, not necessarily from its own membership. At least a majority of the members shall be Directors of the Corporation. It shall be the responsibility of the Finance Committee to oversee the financial management of the Corporation and to report periodically to the Board of Directors at such intervals as the Board of Directors may prescribe.

Section 6. Governance Committee

A Governance Committee, consisting of such members as are, from time to time, appointed thereto by the Board of Directors from its own membership. It shall be the responsibility of the Governance Committee to oversee the quality of governance of the Corporation and more specifically:

a. To review periodically the governance documents and governance policies of the Corporation and to make recommendations for amendments as it deems appropriate;
b. To recommend nominees for election to the Board and election as Officers pursuant to Article II, section 2 and Article III of these By-laws, respectively;
c. To provide for periodic performance assessment of the Board of Directors and self-evaluation of Directors; and
d. To make other recommendations and engage in other activities to further and support the quality and effectiveness of the Corporation's governance.

Section 7. Additional Committees

In addition to the foregoing standing committees, the Board of Directors may create other committees for such purposes and with such membership and authority as the Board of Directors may, from time to time, deem appropriate and desirable, provided that at least a majority of the members of each such committee shall be Directors of the Corporation.

ARTICLE VI
ADOPTION AND AMENDMENT OF THE BY-LAWS, RULES

Section 1. Amendment

These by-laws and the certificate of incorporation may be amended, altered or repealed at any legal meeting of the Board of Directors, regular or special, by a majority of the Directors entitled to vote at a meeting which has been properly noticed at least 14 days before any such change.

Section 2. Rules

Neither meetings of the Board of Directors nor any other committee shall be bound by Robert's Rules of Order except in case of conflicts or uncertainty over interpretations or a procedural issue not covered by these By-Laws.

ARTICLE VII
CONFLICT OF INTEREST

We, the Directors of the South Norwalk Community Center Inc., resolve that no member of the Board of Directors shall participate in any discussion or vote on any matter in which he or she or a member of his or her immediate family, has potential conflict of interest due to having material economic involvement regarding the matter being discussed. When such a situation presents itself, the director must announce his or her potential conflict, disqualify himself or herself, and be excused from the meeting until discussion is over on the matter involved. The President of the meeting is expected to make inquiry if such conflict appears to exist and the board member has not made it known.

Approved with revisions by the Board of Directors *February 14, 2018*.

Warren A. Pena
Chairperson

NORWALK
The Sound of Connecticut

DEPARTMENT OF FINANCE

PURCHASING DIVISION

RE: RFP #3836 Band Uniforms – Norwalk High School Marching Band

The City of Norwalk's Purchasing department recommends that Stanbury Uniforms, Inc. receive a purchase order in the amount of $103,305.00 for two hundred uniforms (200) for the Norwalk High School Marching Band.

Chris Rivera (Norwalk High School Band Director), Ed Abrams (President of Marching Bears, Inc.) and I have reviewed the bids received for the new uniforms for the Norwalk High School Marching Band. After careful consideration, we selected Stanbury Uniforms based on the following:

- Superior uniform design versus other vendors
- Uniform materials and construction quality in line with requirements and expectations, including lifetime warrantee
- Pricing in line with other vendors and bid specs
- Fastest delivery time of all vendors submitting bids

Based on the above we recommend that Stanbury receive this award.

Regards,

Ben Luce

Ben Luce

Purchasing Agent

Agenda Language:

Authorize the Purchasing Agent to issue a purchase order to Stanbury Uniforms, Inc. located at 108 Stanbury Industrial Drive, Brookfield, MO 64628, for two hundred (200) band uniforms for the Norwalk High School Marching Band for a sum not to exceed $103,305.00.

Account No. 09-19-050-50100-0-5777-C0620

Stanbury Uniforms, Inc.
P.O.Box 100
108 Stanbury Industrial Drive
Brookfield, MO 64628

1-800-826-2246
Fax:660-258-5781
http://www.stanbury.com
stanbury@shighway.com

Stanbury
An Employee Owned Company

May 21, 2018

City of Norwalk
Purchasing Department
125 East Avenue, Room 103
Norwalk, CT 06856-5125

To Whom It May Concern,

The employee owners of Stanbury Uniforms thank you for this opportunity to supply the band uniforms for Norwalk High School.

If required and not previously furnished, an exact sample will be manufactured and be available within 21 days, after award of the order. The estimated shipping schedule for orders is 150-180 days after receipt of sample, sizes, approval form and purchase order or prepayment check.

A prepaid discount of 3% will be allowed if the full amount of the contract is paid when the order is placed. No prepayment discount allowed on credit card purchases. Standard terms upon issuance of a purchase order are net 30 days after shipment of the order. If the uniforms are purchased by a booster club a 50% deposit is required.

Though Mr. Pearson may be unable to attend the opening, should there be any questions regarding our proposal or the sample itself, please feel free to contact him or this office directly. We are anxious to assist you in any way we can.

Sincerely,

STANBURY UNIFORMS, INC.

Steve Roberts
Chief Executive Officer

Bid Opened
MAY 22 2018
CITY OF NORWALK
PURCHASING
DEPARTMENT

BFJ

SR:as

Enclosures

cc: Mike Pearson, Regional Sales Manager
PH: 610-496-6976

Certificate of Quality

This certificate is verification that the fabrics used in your order will be guaranteed first quality goods and is the fabric that was bid upon in your specifications. We will not in any circumstances substitute or change fabrics bid upon for your order unless, you, the customer, request such change in writing. When Raeford quality dacron/wool material is requested, there must be a kaumo-graph print affixed to the underside of the fabric and will appear approximately every yard. This seal indicates that this is Raeford's first quality dacron/wool fabric.

This certificate must be signed by one of the company officials and such signature must be notarized.

Steve Roberts

Subscribed and sworn to before me, a Notary Public within and for the county of Linn, State of Missouri, this 20 day of May, 2018. My term expires August 14, 2021.

(*Affix Seal Here*)

Notary Public

ALYSON SAYRE
Notary Public, Notary Seal
State of Missouri
Linn County
Commission # 13514613
My Commission Expires 08-14-2021

Stanbury Uniforms, Inc.
P.O.Box 100
108 Stanbury Industrial Drive
Brookfield, MO 64628

1-800-826-2246
Fax:660-258-5781
http://www.stanbury.com
stanbury@shighway.com

Stanbury
An Employee Owned Company

Stanbury Uniforms, Inc. is a leading manufacturer of band uniforms in the United States. The company was founded in 1917 in Kansas City, Missouri by Will Stanbury and his father to manufacture police, fire, military and regalia uniforms. Over the years the company evolved and was re-established in 1947 to manufacture custom made marching band uniforms. Stanbury moved its operation to Brookfield, Missouri in 1958.

In 1972, the company was purchased by Medalist Industries of Milwaukee, Wisconsin. In 1982, Medalist decided to sell the company and it was purchased by several officers of Medalist who were operating the company. In 1994, Stanbury was purchased through an ESOP (Employee Stock Ownership Plan) and is presently owned by the employees.

Stanbury markets its uniforms to school bands, for middle schools, high schools, colleges and universities, and professional drum & bugle corps. Our company philosophy is to provide each customer with a quality uniforms, but most of all enjoy a pleasurable experience with our company throughout the process. We believe in strong partnerships that benefit each party and we have enjoyed much success working with this mindset.

Our location and warehouse is located in Brookfield, Missouri. We have been in our facility since 1972 and have approximately 35,000 square feet.

Company Headquarters:

Stanbury Uniforms, Inc.
P.O. Box 100
108 Stanbury Industrial Drive
Brookfield, MO 64628

We offer after-sales services through Mike Pearson, who has been a uniform representative for over 30+ years. He is a valuable resource as he will ensure proper fitting, act as a liaison between the home office and the customer, and will take care of any future needs.

The key people involved with this contract are:

Mike Pearson – Your local representative with over 35+ years of experience.

Steve Roberts – Chief Executive Officer with over 20 years' experience in the band uniform business, and is also the corporate contact.

Marsha McCabe – Account Specialist who will handle the processing and order details in the home office.

Our facility, located in Brookfield, Missouri is stocked with the finest sewing equipment from companies like Gerber, Barudan, Singer, Brother, Resee, etc. We employ a facility manager and two mechanics for upkeep and maintenance of the equipment. There are approximately 200 employees.

CITY OF NORWALK
PURCHASING DEPARTMENT

NORWALK
The Sound of Connecticut

SEALED BIDS MUST BE RECEIVED BY THE OFFICE OF THE PURCHASING AGENT, 125 EAST AVENUE NORWALK, CT 06856 BY THE DATE AND TIME OF BID OPENING

PROJECT NUMBER:	3836
REQUESTING DEPARTMENT:	Board of Education
DATE OF BID ISSUANCE:	4/27/2018
TITLE OF BID:	Band Uniforms – Norwalk High School Marching Band
DATE OF BID OPENING:	5/22/2018
TIME OF BID OPENING:	2:00 PM
MANDATORY WALKTHROUGH: DATE, TIME AND LOCATION OF WALKTHROUGH	YES ( ) NO (X)
BID DEPOSIT REQUIRED: IF YES, AMOUNT REQUIRED	YES ( ) NO (X)
SUCCESSFUL BIDDERS ONLY: PERFORMANCE & PAYMENT BOND REQUIRED: IF YES, AMOUNT REQUIRED	YES ( ) NO (X)
SUCCESSFUL BIDDERS ONLY: MAINTENANCE BOND REQUIRED: IF YES, AMOUNT REQUIRED:	YES ( ) NO (X)

ALL TERMS AND CONDITIONS, SPECIFICATIONS AND BID FORMS ARE ATTACHED HERETO.

NOTE: THE FOLLOWING DOCUMENTS WILL BE REQUIRED FOR A BID TO BE COMPLIANT

1. BIDDER'S INFORMATION AND ACKNOWLEDGEMENT FORM
2. BID FORMS, INCLUDING PRICING SHEETS AND ADDENDA ACKNOWLEDGMENT FORMS (ONE ORIGINAL PLUS FOUR (4) COPIES)
3. EXCEPTIONS (IF ANY)

CITY OF NORWALK

PURCHASING DEPARTMENT

NOTICE TO BIDDERS

1. ALL BIDS WILL BE OPENED PROMPTLY AT THE ADVERTISED TIME OF OPENING. THERE WILL BE NO DELAYS OR POSTPONEMENTS WHICH ARE NOT PUBLICLY ADVERTISED. ANY BID RECEIVED AFTER THE ADVERTISED TIME OF OPENING WILL NOT BE ACCEPTED.

2. IF A BIDDER USES A COURIER SERVICE FOR BID DELIVERY, IT SHALL BE THE BIDDER'S RESPONSIBILITY THAT THE BID REACHES THE PURCHASING DEPARTMENT BY THE DATE AND TIME SPECIFIED HEREIN.

3. ALL BIDS SUBMITTED TO THE CITY MUST BE IN A CLEARLY MARKED AND SEALED ENVELOPE.

4. OBLIGATION OF BIDDERS:

    a. AT THE TIME OF OPENING BIDS, EACH BIDDER SHALL BE PRESUMED TO HAVE INSPECTED THE SITES AND TO HAVE MADE HIM/HERSELF THOROUGHLY FAMILIAR WITH THE PLANS AND CONTRACT DOCUMENTS, INCLUDING ALL ADDENDA. THE FAILURE OR OMISSION OF ANY BIDDER TO RECEIVE OR EXAMINE ANY FORM, INSTRUMENT OR DOCUMENT SHALL IN NO WAY RELIEVE ANY BIDDER FROM ANY OBLIGATION IN RESPECT TO THEIR BID.

    b. EACH BIDDER MUST FULLY INFORM HIM/HERSELF OF THE CONDITIONS RELATING TO THE WORK WHICH WILL BE PERFORMED. FAILURE TO DO SO WILL NOT RELIEVE THE SUCCESSFUL BIDDER OF HIS/HER OBLIGATION TO FURNISH ALL LABOR AND MATERIALS NECESSARY TO CARRY OUT THE PROVISIONS OF THE CONTRACT DOCUMENTS AND TO COMPLETE THE CONTEMPLATED WORK. IN AS MUCH AS POSSIBLE, THE CONTRACTOR MUST, IN CARRYING OUT HIS/HER WORK, EMPLOY SUCH METHODS OR MEANS AS WILL NOT CAUSE ANY INTERRUPTIONS OR INTERFERENCE WITH THE WORK OF ANY OTHER CONTRACTOR.

5. TIME IS OF THE ESSENCE (IF APPLICABLE):

    a. IF THE PROJECT IS NOT COMPLETED BY THE DATE SPECIFIED AS THE SUBSTANTIAL COMPLETION DATE IN THE CONTRACT ENTERED INTO BY THE CITY AND THE CONTRACTOR, THE CONTRACTOR WILL BE SUBJECT TO CONSEQUENTIAL AND/OR LIQUIDATED DAMAGES.

CITY OF NORWALK
PURCHASING DEPARTMENT

BIDDER'S INFORMATION AND ACKNOWLEDGMENT FORM

Stanbury Uniforms, Inc.
Bidder's Name

108 Stanbury Industrial Drive

Street Address

Brookfield	Missouri	64628
City	State	Zip

Business Telephone: 800-826-2246

Email Address: stanbury.bids@shighway.com

Steve Roberts, Chief Executive Officer
Printed Name and Title of Individual Submitting Bid

The undersigned acknowledges that the terms, conditions and specifications of this bid are understood and unconditionally accepted.	
	May 20, 2018
Signature	Date

CITY OF NORWALK
PURCHASING DEPARTMENT

Exceptions: Note any vendor(s) responding to this proposal shall indicate any/all exceptions (if any) taken to language in this proposal. Exceptions must be declared below in order to be considered by the City:

None

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SECTION 1 - GENERAL INFORMATION

1. INTRODUCTION

The City of Norwalk is seeking new **Marching Band Uniforms** for its award winning Norwalk High School Marching Band Program. The request for proposal is inclusive of all uniform design work as well as the production and delivery of full uniforms (Jackets, Bibs, Shakos, Shako boxes, Gauntlets, Garment Bags, etc.). Marching shoes are not included in this request for proposal. The requirements of this project are outlined in greater detail under Section 2 Scope of Work/Project Specifications.

2. RFP DOCUMENTS

All RFP documents for this invitation are available over the internet at http://www.norwalkct.org. Adobe Acrobat reader is required to view this document. If you do not have this software you may download it for free from Adobe.

3. ADDENDA

All addenda, if issued will be available over the internet at http://www.norwalkct.org. We strongly suggest that you check for any addenda a minimum of forty-eight hours in advance of the RFP deadline. It is the responsibility of the bidder to check for issuance of any addenda.

4. BIDDER'S LIST

Bidder's list for this solicitation will not be published.

5. QUESTIONS CONCERNING THIS RFP

All questions concerning this solicitation must be directed, via e-mail, to Ben Luce, Purchasing Agent, at bluce@norwalkct.org. The deadline for the submission of questions is 2:00 pm May 15th, 2018.

6. SUBMISSION OF RFP

All sealed RFPs should be submitted to the City of Norwalk's Purchasing Department no later than May 22nd, 2018 at 2:00 pm at the address listed below:

City of Norwalk Purchasing Department
125 East Avenue, Room 103
Norwalk, CT 06856-5125

7. SUMMARIES

A list of the proposing firms will be available any time after 5:00 pm on the day of the RFP opening at http://www.norwalkct.org. RFP results will not be provided over the phone.

1.1 CRITERIA FOR AWARD

A committee consisting of Norwalk High School Band Director Chris Rivera, Marching Bears, Inc. President Ed Abrams, and Purchasing Agent Ben Luce will be responsible for reviewing the proposals received and will further evaluate them, using the following criteria. The City reserves its rights to examine any other criteria and take the same under consideration and to reject any firm or proposals despite its compliance with these criteria if it determines that to do so would be in its best interests.

- Uniform design – 25%
- Quality and durability of materials – 15%
- Delivery timeframe – 10%
- Cost – 50%

1.2 SELECTION PROCESS SCHEDULE

- May 1, 2018 – Release of the RFP
- May 22, 2018 – RFP responses due
- May 22 – June 12, 2018 – City of Norwalk review and selection process
- June 14, 2018 – Notification of selection results
- July 1, 2018 – Purchase Order issued and work commences

1.3 RESPONSES

RESPONSE SUMMARIES will be available over the Internet any time after 5:00 PM on the day following the bid opening at http://www.norwalkct.org.

AWARD NOTIFICATION Awards will be indicated on the proposal summary document which can be accessed as indicated above. Regret letters will not be mailed out.

BUSINESSES WITHOUT FAX EQUIPMENT may contact the Purchasing Department at 203--854-7712 for this information.

Proposals are to be submitted **Original + Four (4) copies** to:

NORWALK CITY HALL, PURCHASING DEPARTMENT, ROOM 103

125 EAST AVENUE, P.O. BOX 5125,NORWALK, CONNECTICUT 06856-5125

1.4 PRICING RESPONSE FORM #3836

Vendor Name - Stanbury Uniforms, Inc.		
Address - P.O. Box 100, Brookfield, MO 64628		
Phone - 800-826-2246	**Fax -** 660-258-5781	**Email -** stanbury.bids@shighway.com
Manager - Steve Roberts, CEO		**Fed ID#** 43-1268134

The undersigned hereby declares that he has or they have carefully examined the plans, specifications and project site and has satisfied him as to all the quantities and conditions, and understands that in signing this proposal he waives all right to plead any misunderstanding regarding the same.

The undersigned further understands and agrees that he will furnish and provide all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to carry out the contract and to accept in full compensation therefore the amount of the contract as agreed to by the Contractor and the City.

It is further understood and agreed that all information included in, attached to, or required by the Request for Proposal shall be public record upon delivery to the City.

Band Uniforms – Norwalk High School

LUMP SUM COST	$ 532.50 per uniform **
TOTAL COST IN WORDS	$ Five Hundred Thirty-Two Dollars and Fifty Cents

**Includes: Shako, Shako Wrap, Plume, Coat, Jumpsuit, Side Cape, Gauntlets, Garment Bag, and a Shako Box

Additional Charges (list & describe any additional charges)

Delivery in calendar days from date of order 180-210 Days

Warranty: ** years See attached warranty

(Manufacturer's warranty must be provided with proposal submission.)

DEVIATIONS FROM SPECIFICATIONS: Any deviation from these specifications must be documented and submitted with your proposal in detail on a separate form. If deviations are not documented completely, the bidder may be disqualified.

Submitted by -	Steve Roberts, CEO	May 21, 2018
	Authorized Agent of Company (name and title)	Date

The above signatory acknowledges receipt of the following addenda issued during the bidding period and understands that they are a part of the bidding documents (if applicable):

Addendum #	. 1	Dated	. 4/27/18	Addendum #	.	Dated	.
Addendum #	.	Dated	.	Addendum #	.	Dated	.

1.5 STATEMENT OF QUALIFICATIONS

Please answer the following questions regarding your company's past performance. Attach a financial statement or other supportive documentation. Failure to reply to this instruction may be regarded as justification for rejecting a bid.

1. Number of years in business - 101

2. Number of personnel employed Part time - 30, Full - 200,

3. List projects of this type/size your firm has completed within the last three years:

Project	Date	Contact Person	Phone No.
Daniel Hand HS	2014/2015	John Gage	203-245-6475
Rocky Hill HS	2015	James Shuman	860-258-7721
Guilford HS	2015	Mark Gahm	203-453-2741
Enfield HS	2016	Mark Reppucci	860-253-5540
New Britain HS	2016	David Kayser	860-225-6351
Connecticut Hurricanes	2018	John Ashelford	203-996-9183

4. ORGANIZATIONAL STRUCTURE OF BIDDER (check which applies)		general partnership
	X	limited partnership
		limited liability corporation
		limited liability partnership,
		corporation doing business under a trade name
		individual doing business under a trade name
		other (specify)

5. STATUS OF THE BUSINESS AND ITS CURRENT STANDING WITH THE SECRETARY OF STATE'S OFFICE; e.g., are all required filings current and in good standing or has the entity been withdrawn or canceled	Connecticut corporations - Will the Secretary of State be able to issue a Certificate of Good Standing within 30 days of the bid opening?	Yes	No
	Out-of -State corporation's - Do you have a valid license to do business in the State of Connecticut? (Evidence in the form of a Certificate of Authority from the Connecticut Secretary of State will be required within 30 days of the bid opening.)	Yes	No

6. Is your local organization an affiliate of a parent company? If so, Indicate the principal place of business of your company and the name of the agent for service if different from what has been indicated on the response form:

Business Name					
Address					
City		State		Zip	
Name of Agent					

NOTE: In the case of a Limited Liability Corporation or a Limited Liability Partnership a certified copy of the Articles of Organization certified as valid and in effect as of the date of the bid opening will be required within 30 days of the bid opening.

A listing of the corporate officers, in the case of a corporation; the general or managing partners, in the case of a partnership; or the managers and members in the case of either a limited liability partnership or company will be required within 30 days of the bid opening.

7. Your company may be asked to submit the following information relative to your company's financial statements prior to receiving an award. This information will not be part of the public bidding record and will remain confidential.

All responses to this questionnaire are understood to be proprietary to the vendor, and will be considered confidential. Additional information may be requested subsequent to your responding to this bid request.

END OF SECTION

SECTION 2 - PROJECT SPECIFICATIONS

2.1 Background

The Norwalk High School Marching Band is an award-winning program that travels and performs throughout the United States. The Marching Band performs and competes primarily during the Fall season in the Northeast United States and is looking for uniforms appropriate for weather conditions associated with this timing.

The Marching Band is made up of 175 student musicians who range in age from 14-18. The musician population is roughly 57% male and 43% female. Jacket sizes on current uniforms range from 34-52, with 21% of inventory long, 47% regular and 32% short. Bib sizes range from 24-50 with 35% of the inventory long, 50% regular and 25% short.

Uniforms are expected to last over a period of 10 years and to be altered numerous times during their life span; as a result, quality and durability are key to the selection process.

2.2 Design

Uniform designs should effectively leverage the Norwalk High School colors: green, black and white.

Designs should be distinctive and help to differentiate the Band from its competitive set while also providing a timelessness that will ensure relevance during the 10 year lifetime of the uniforms.

Uniform design should include all elements of the uniform, exclusive of footwear, and all vendors have the right to include any and all elements (e.g. sashes, Shako wraps, etc.) to enhance the criteria referenced above.

The Norwalk High School Band Director, Chris Rivera, as well as the President of Marching Bears Inc., the Band Parent Association, will make themselves available to all vendors for design consultation and guidance as part of the RFP process.

2.3 Identification

Each major garment item is to have identification numbers sewn into the individual pieces to allow for quick and easy issuing. Trousers are to include inseam and waist information for future reference; coats shall have chest size and length indicated on a linen ticket. The original order is to include a bound booklet with the numbers of each uniform corresponding to the particular size of that uniform, arranged from the smallest to the largest. Size information shall include chest size, height, weight, and inseam for each uniform. Bound in the identification record shall be a size chart for use as reference for purchase of future uniforms.

2.4 Purchase

Vendors are expected to be able to deliver a complete uniform for purchase through a standard Purchase Order to be issued by the City of Norwalk upon completion of the RFP process.

Further, it is expected that all vendors will supply detail regarding the type and quality of materials to be used in the construction of the uniforms.

Additionally, vendors are expected to provide recommendations for and inclusion of "additional stock" within their proposals ensuring that the Norwalk High School Marching Band will have enough and varied sizes of stock to fit various Marching Band populations over time.

Quoted costs must include all elements of the Uniform, inclusive of Garment bags, Shako boxes, as well as any and all shipping and handling costs.

2.5 Delivery

It is the hope of the City of Norwalk and the Marching Band to be able to leverage these new uniforms for at least a portion of the upcoming Fall competition season (September – November). As such a full and timely production and delivery schedule is to be included within each vendor submission.

In addition, vendors may provide recommendations and cost implications for expedited delivery.

Vendors are expected to work with the City of Norwalk and the Norwalk High School Marching Band on a quality assurance process at the time of uniform delivery and to immediately address any issues with any garment failing to meet normal and industry standard quality control expectations.

2.6 Additional Information

Submitted responses to this RFP become the property of The City of Norwalk, Norwalk High School and Marching Bears Inc. The City of Norwalk, Norwalk High School and Marching Bears Inc. reserve the right to use any and all ideas included in any response without incurring any obligations to the responding company or committing to procurement of the proposed services.

END OF SECTION

SECTION 3 - GENERAL INFORMATION

NOTE: SECTION 3 - GENERAL INFORMATION contains the City's Standard Terms and Conditions. You are responsible for obtaining a copy prior to bidding. If you do not have a revision dated 08082013, or later on file you may obtain a copy over the Internet at http://www.norwalkct.org . Adobe Acrobat reader is required to view this document. If you do not have this software you may down load it for free from Adobe.

Document number 1002. http://www.norwalkct.org/documentcenter/view/868

PURCHASING DEPARTMENT

The bid listed below has had addenda issued. Documents are available over the Internet at http://www.norwalkct.org Adobe Acrobat reader is required to view this document. If you do not have this software you may download it free from Adobe. The document number to request will be the same as the project number indicated below.

Project #	Addendum #	# of Pages	Original Issue Date
3836	1	5	4/27/2018

Addendum Issued Date	5/18/2018	
Project Number	3836	
Addenda Number	1	
Deadline	5/22/2018	
Project Title	**Band Uniforms – Norwalk High School Marching Band**	

This Addendum is a contract document modifying previously issued documents, which remain in full force except as specifically modified below.

Quotations appearing on the Proposal are to reflect the provisions of this Addendum. Failure to acknowledge receipt of this Addendum in the space provided on the response sheet may subject candidate to disqualification.

RESPONSES TO QUESTIONS:

1. **Question:** Briefly describe the general character of your band program. Do you see the band as traditional, conservative or modern?

   Response: WE ARE DEFINITELY A MORE MODERN ENSEMBLE. WE ALWAYS LOOK TO EMULATE THE CURRENT TRENDS IN BOA AND DCI.

2. **Question:** What type of literature does your marching band typically play?

   Response: WE HAVE BEEN PLAYING ORIGINAL COMPOSITION FOR THE PAST FEW YEARS. IT GIVES US THE ABILITY TO COSTOMIZE IT TO EXACTLY WHAT WE NEED. THE MUSIC SOUNDS CONTEMPORARY.

3. **Question:** What circuits does your marching program participate in?

Response: USBANDS MAC NYSFBC

4. **Question:** What are your school colors?

   Response: GREEN, BLACK AND WHITE (ALTHOUGH WE WOULD LIKE TO LIMIT THE AMOUT OF WHITE). OUR CURRENT UNIFORMS HAVE A BIG PATCH OF WHITE ON THE FRONT WHICH MAKE EVENT THE TALLEST/SLIMMEST KIDS LOOK SHORT AND WIDE.

5. **Question:** Can you use an accent color other than your school colors?

   Response: WE WOULD BE OPEN TO SEEING SOMETHING.

6. **Question:** What is your school's mascot?

   Response: BEAR

7. **Question:** Would you like to feature your school's mascot on the uniform?

   Response: NO

8. **Question:** Would you like some sort of school identification on the uniform?

   Response: YES. WE HAVE A BAND INSIGNIA THAT WE WOULD IKE TO HAVE SOMEWHERE IN THE UNIFORM,

9. **Question:** Do you find asymmetry to enhance or detract from uniform designs?

   Response: DETRACT. WE LIKE WHEN YOU GET A DIFFERENT VISUAL EFFECT FRONT TO BACK

10. **Question:** Would you be interested in a different look from front field to back field?

    Response: YES. WE LIKE WHEN YOU GET A DIFFERENT VISUAL EFFECT FRONT TO BACK.

11. **Question:** Have you seen a design or designs that caught your attention?

    Response: YES. WE LIKE THE MORE MODERN DESIGNS. HOWEVER, IT CAN'T BE SO MODERN THAT IN 5 YEARS FROM NOW IT ISNT "COOL" ANYMORE. WE ARE MAKING A 10 YEAR INVESTMENT. WE ALSO LIKE THE THIN SIDE CAPES AND SHAKO WRAPS.

12. **Question:** Please list a few things that you dislike about uniforms that you have had in the past or have seen on other bands.

Response: MUST MAKE THE STUDENTS LOOK TALL AND POWERFUL.

13. **Question:** What shoulder style do you prefer?

Response: UNSURE

14. **Question:** Are you interested in a coat which is cut shorter than the normal waistline length?

Response: NO

15. **Question:** Are Gauntlets an option?

Response: YES. THEY CAN BE THERE, BUT ONLY AS A DECORATIVE ELEMENT, NOT FUNCTIONAL.

16. **Question:** Please provide us with the type of headwear you prefer.

Response: WE LIKE THE NEW SHAKOS WITH THE WRAPS.

17. **Question:** Do you prefer a light or dark colored plume?

Response: NO PREFERENCE

18. **Question:** Do you prefer a fountain plume, upright plume or custom designed plume?

Response: WE ARE OPEN TO IDEAS.

19. **Question:** Would you prefer a front or back closing coat?

Response: FRONT

20. **Question:** Is washability an important care feature for you.

    Response: NO, WE DRY CLEAN ONLY.

21. **Question:** Would you like to consider an upgraded washable uniform that has an inner foundation for extended wear?

    Response: NO

22. **Question:** Would you like all the internal construction seams of the garment exposed for adjustability?

    Response: NO

23. **Question:** Does your band program have a tailor or boosters that can act as tailors to make the adjustments from student to student?

    Response: YES, BUT LIMITED. WE HAVE LOTS OF EXTRA UNIFORMS TO CHOOSE FROM WHEN FITTING STUDENTS

24. **Question:** Please classify your knowledge of the different types of band uniform construction available in today's market.

    Response: SOMEWHAT

25. **Question:** Please classify your knowledge of the band uniform shell fabrics available in today's market.

    Response: SOMEWHAT

26. **Question:** Who is responsible for this purchase?

    Response: THE CITY OF NORWALK ON BEHALF OF THE BOARD OF EDUCATION.

27. **Question:** How many uniforms are you looking to purchase?

Response: WE HAVE APPROXIMATELY 150 MUSICIANS, SO WE WOULD LEAVE DETERMINING THE TOTAL WE NEED UP TO YOU.

28. **Question:** Please classify your knowledge of the different types of band uniform construction available in today's market.

    Response: SOMEWHAT

29. **Question:** When are you looking to take delivery of the uniforms?

    Response: ASAP, PREFERABLE BY THE END OF AUGUST

End of Addendum

STANBURY UNIFORMS
LIFETIME LIMITED WARRANTY

Stanbury Uniforms, Inc. ("Seller") warrants to the original end-user purchaser, ________________("Buyer"), that the uniforms manufactured by Seller and purchased by Buyer will be free under normal use from defects in materials and workmanship for the life of Buyer's ownership of the uniforms. This Lifetime Limited Warranty ("Warranty") covers only uniforms consisting of fabric and parts made from 100 percent wool, dacron-wool and/or 960 polyester. Seller further warrants that the internal construction of the uniform parts, moth protection shrinkage of the uniforms will conform with textile industry standards.

This Warranty does **NOT** cover the following:

1. Uniform parts containing metallic fabrics and trims, twills, satins, sequins fabric and trims and other exotic fabrics and/or trims.
2. Normal wear and tear associated with the uniforms, including, but not limited to, pulls, tears and piling of fabric.
3. Damage caused by accidents, alteration, abuse, misuse, improper wearing or acts of God.
4. Items not manufactured by Seller and which Seller purchased from outside sources, such as, but not limited to, plumes, gloves, shoes, suspenders, garment bags, and rainwear.
5. Damage caused by improper dry cleaning, not following cleaning instructions, or subjecting uniforms to inclement weather, are expressly not covered by the warranty. Stanbury recommends that uniforms are tested for color fastness prior to cleaning by having a few uniforms cleaned in advance of full order. Any questions regarding dry cleaning should be directed to the Stanbury Customer Service department.

Seller makes no warranty, express or implied, with respect to matters not covered and described above.

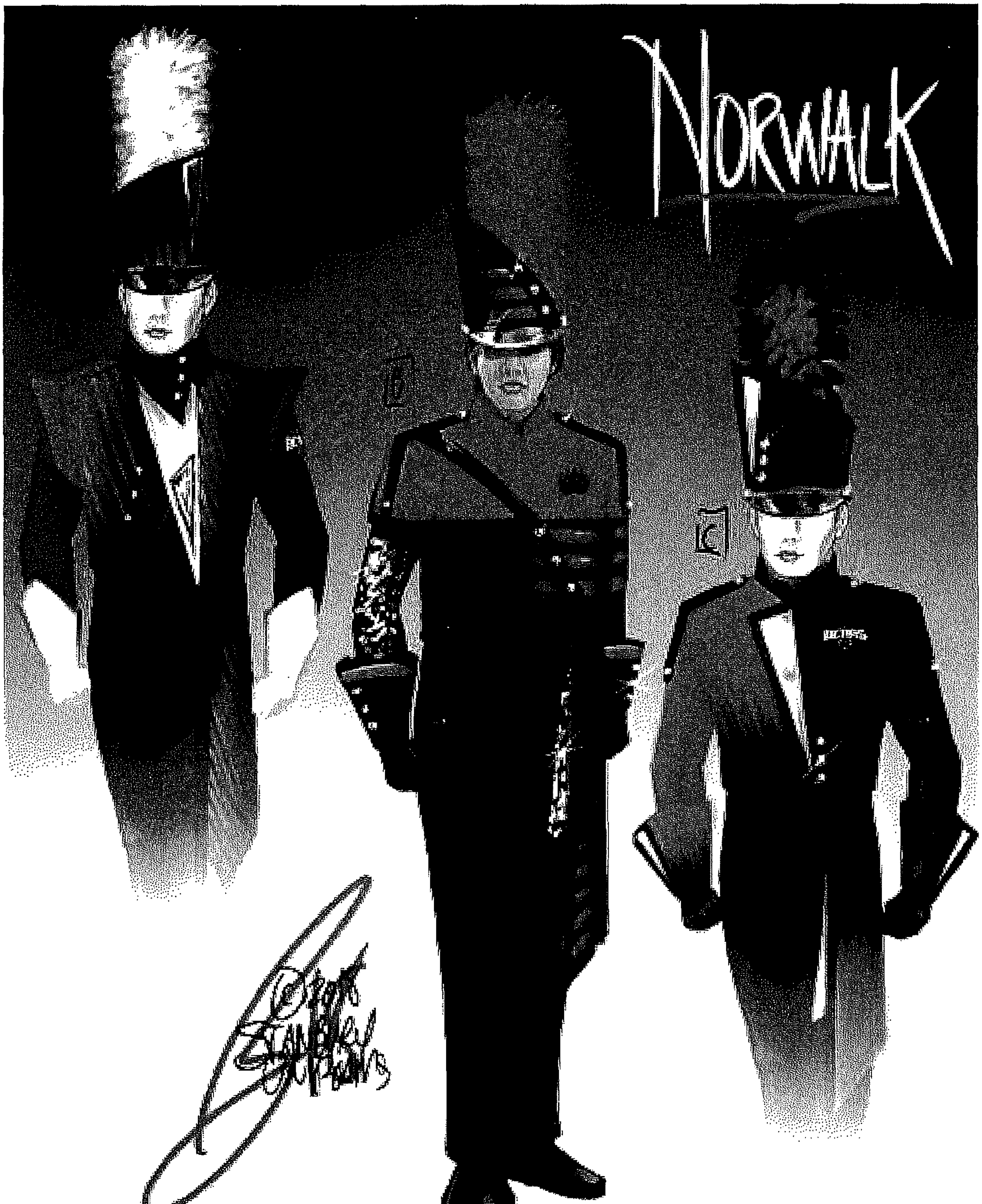
THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTIES, WRITTEN OR ORAL, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ANY OTHER OBLIGATION ON THE PART OF THE SELLER. No agent, employee or representative of Seller has any authority to bind Seller to any affirmation, representation or warranty concerning the uniforms sold, and unless an affirmation, representation or warranty made by an agent, employee or representative is specifically included within this Warranty, it shall not be enforceable by Buyer.

In accordance with the terms of this Warranty. Seller will repair or, at its option, replace free of charge any covered uniform part that is proven defective. Such repair or replacement shall be Buyer's exclusive remedy under this Warranty. This Warranty shall be invalid if repairs to the uniform are attempted by anyone other than an authorized representative of Seller.

Buyer shall not be entitled to any consequential or incidental damages for nonconforming or defective goods, or for any other breach or repudiation of the sales contract by Seller. Consequential and incidental damages shall include, but are not limited to, lost profits and all other items defined as consequential and incidental damages by the applicable version of the Uniform Commercial Code. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

Notice of any defect and of any claim under this Warranty must be submitted in writing to Stanbury Uniforms, Inc., P.O. Box 100, Brookfield, Missouri 64628, within a reasonable time after the defect becomes apparent, in no event to exceed thirty (30) days. A written receipt for the uniforms, showing the date of purchase, must accompany any request or claim for work to be performed. To obtain performance under this Warranty, Buyer must make the defective uniforms available for inspection by Seller or its designated representative at a location and time reasonably convenient for both Buyer and Seller. After such inspection, Seller will issue to Buyer a written acceptance or rejection of the claim under the Warranty. Seller shall not be obligated to perform under this Warranty until it has inspected the uniforms for which a claim is made and has given Buyer written acceptance of the claim.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.


NORWALK

To: **Members of the Finance Committee**

From: **Karen Del Vecchio, Director, Information Technology**

Date: **May 3, 2018**

Subj: **Replacement of City's Storage Area Network (SAN) System.**

A storage area network, or SAN, can be thought of as a separate network of storage devices physically removed from, but still connected to, a network. SANs evolved from the concept of taking storage devices, and therefore storage traffic, off the LAN and creating a separate, back-end network designed specifically for data. SANs represent the evolution of data storage technology to this point.

A SAN provides modular scalability, high-availability, increased fault tolerance, and centralized storage management. The technical methodologies that the SAN introduces make it possible for the City to move, have the storage, speed and reliability to continue adding upgrades and enhancements to GIS, Town Clerk, email, business continuity and security applications.

City IT identified this project as a priority in its 2016/2017 capital budget development and the project was approved and funded at a not to exceed $75,000.

In March of 2018, the City released Request for Bids # 3819 for the supply of a replacement Storage Area Network (SAN).

Four authorized reseller firms responded to the Request. The ITT Committee unanimously approved the purchase of the replacement SAN. The SAN chosen is a Tegile T4200A from vendor Connection for a price of $57,168.46 including 5 year Premium Support and installation.

The specific action requested is:

> Authorize the Purchasing Agent to issue purchase orders to Connection for the supply of a Storage Area Network per response to Bid Project # 3819 for an amount not to exceed $57,168.46, accounts 09170600-5777-C0375.
>
> And forward such authorizations onto the Common Council for further action.

City of Norwalk

Information Technology Department

125 East Ave., Rm203

Norwalk, CT 06850

Phone: 203-854-7714 Fax:203-854-7803

NORWALK The Sound of Connecticut

NORWALK The Sound of Connecticut

ITT Request Form

Storage Area Network replacement for Fire HQ (City, Health, DPW, Fire)

Request Number: SAN-1-CH Modification Number : 0 Date of Request: 06-Dec-17

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

BUDGET ACCOUNT: 09170600-5777-C0375

VENDOR DATA

Per response to RFB # 3819, dated March 2018

Connection

732 Milford Road, Merrimack NH 03054

800-800-0019 x 7500 **Tony Forno**

PRICING INFORMATION

QTY.	DESCRIPTION	MAKE	MODEL	PRICE/UNIT	EXT PRICE
1	Tegile T4200A SAN			$40,459.52	$40,459.52
1	5 years permier support	24 X 7 onsite 4 hr response		$14,023.64	$14,023.64
1	Installation			$2,685.30	$2,685.30
					$0.00
					$0.00
				Shipping	
				Total Price	$57,168.46

Date Presented: 06-Dec-17 **Date Approved:** 06-Dec-17

PROJECT SAN CH **ITT Signature:** signature on file

CITY OF NORWALK
Norwalk Department of Health
Department of Information Technology

To: Members of the Finance Committee

From: Deanna D'Amore, Director of Health
Karen Del Vecchio, Director of IT

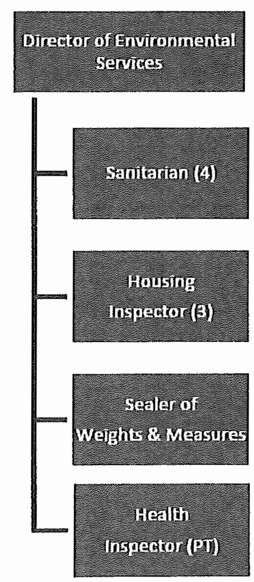
Re: Implementation of New Permit/Inspection System for the Health Department.

Date: May 21, 2018

About the Environmental Health Division

The Environmental Health Division of the Norwalk Health Department enforces laws and regulations within the Connecticut General Statutes, the Connecticut Public Health Code, and the Code of Ordinances of the City of Norwalk. Environmental Health's responsibilities include inspecting restaurants and food service establishments, residential housing, septic systems, pools, and salons. In addition, the Division investigates food-borne illnesses and complaints, conducts comprehensive lead investigations, monitors recreational and commercial shellfishing areas, provides beach and other water quality monitoring, and offers a weights and measures program.

Figure 1: Staffing Profile



There are ten staff members who conduct inspections (Figure 1). Staff conducted 3,536 inspections last fiscal year (Table 1) and issued licenses and permits (Table 2). Housing inspectors investigate complaints and issued 423 notices of violations requiring corrective action last year. Fees for environmental services are evaluated on an annual basis and are updated to reflect costs. Approximate revenue for licenses and permits was $440,000 during the previous fiscal year (Table 3).

Opportunity for Improvement

The Department has been keeping electronic environmental health records since the mid-1980s, which currently equates to a database of over 100,000 records. The current system, called Digital, was implemented in 2009. The health department has worked with the developers over several years to customize and implement the system, but the system has not fully functioned as envisioned. Some key issues are described below:

- The reporting functions do not work. We are not able to use data from the system for performance management. Staff have had to rely on the older system FoxPro for data reports and monitoring.
- The field client frequently malfunctioned and was abandoned.
- The licensing feature does not work.

The IT Department and Health Department identified replacing the Digital environmental system as a priority in the 2016 Technology Capital Budget request and the funds were approved and are available to proceed. Different systems were reviewed, but leadership could not find a better alternative at the time. The project was put on an additional hold, waiting for a new Health Director to be hired.

Solution

In 2017, Building Code Enforcement, Zoning, and Conservation upgraded their respective permit management systems to a common platform called "Municity." Public Works is currently in the process of upgrading its pavement management system to the Municity platform and should be complete by the fall of 2018.

The Municity Health Module has been vetted by the Health Department team and is deemed to meet the requirements for its public health environmental system requirements. In addition, migrating to a common permit/inspection platform provides added benefits such as: streamlining the permitting process through multiple departments, allowing for easier intercity collaboration throughout the review and approval process as well as communicating enforcement findings and actions; MuniCity is a Cloud application - allowing access anywhere anytime for inspectors to enter information immediately; provides permittees the ability to apply online, decreasing the amount of time spent on data input; it is a true GIS-integrated software; and billing would be tied to the Comptroller's Office.

MuniCity costs were negotiated by CRGOG as part of a regional permit and inspection system and are based on the size of the municipality. The project implementation cost is **$65,078.00** which includes the software, implementation, mobile licensing for 10 inspectors, training, data conversion from the existing system, interfacing billing and invoicing with the City's financial system, and the first year of maintenance/support/hosting. There is an additional $5,966 annual operating cost for the system maintenance and support, however, this is a reduction of $6,034 over the current system annual operating cost for maintenance and support.

Next Steps

The ITT Committee reviewed and approved the Health Department's Municity module at its June 6, 2018 meeting.

The specific action that will be requested is:

Authorize the Mayor, Harry W. Rilling, to execute an Amendment to the Software License and Service Agreement between the City and Software Consulting Associates for the licensing and services of Municity Permit System for the Health Department for an amount not to exceed $65,078.00, account 09160600-5777-C0375 (approved IT Capital project; no special appropriation required) and forward onto the Common Council for further action.

DATA TABLES

Table 1: Inspections

Food	1,601
Housing	1,388
Weights & Measures	190
Salons	156
Septic	92
Public Pools	87
Massage Establishments	11
Tanning	7
Wells	4
Total	**3,536**

Table 2: Licenses/Permits

FY 16-17 Licenses/Permits	#
Food Establishments Licensed	601
Certificates of Apartment Occupancy	598
Tenement Registrations	573
Weights & Measures Certifications	658
Public Pools Licensed	46
Salons Licensed	115
Massage Establishments Licensed	8
Tanning Facilities Licensed	6
Septic Permits	93

Table 3: Revenue

Environmental Health Revenue		
	FY 17-18 YTD	FY 16-17
Food Licenses	$239,930	$227,570
Salons	$29,480	$29,660
Tenement House Registration	$28,035	$31,685
Certificate of Apt Occupancy	$27,080	$55,545
Weights & Measures	$21,955	$26,390
Temp & Seasonal Food Events	$12,865	$14,215
Septic Permits (New & Repair)	$12,735	$10,365
Pool Permits	$12,505	$13,055
Septic Construction	$10,620	$7,030
Lot Test/Site	$8,440	$9,610
Rooming House	$4,455	$4,440
Massage Establishments	$990	$945
Massage Therapists	$2,525	$3,360
Food Plan Review	$1,750	$3,850
Tattoo	$1,100	$1,170
Wells	$1,020	$340
Tanning	$400	$400
Total	**$415,885**	**$439,630**

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

ITT Request Form

SCA MuniCity Permit and Inspection System Health Department

Request Number: MUNPIHD Modification Number : 0 Date of Request: 06-Jun-18

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

BUDGET ACCOUNT: 09160600-5777-C0375

VENDOR DATA

Per proposal dated May 5, 2018

Software Consulting Associates, Inc.

54 Elizabeth St., Red Hook, NY 12571

www.sca-corp.com **Wil LaBossier** **854-758-0104**

PRICING INFORMATION

QTY.	DESCRIPTION	MAKE	MODEL	PRICE/UNIT	EXT PRICE
1	Sofware licensing, implementatio	maint/support/1st yr hosting	training and Municity Connect	$54,578.00	$54,578.00
1	Mobile technology implementatio	n for 12 inspectors		$7,000.00	$7,000.00
1	Data Conversion from Digital Hea			$3,500.00	$3,500.00
					$0.00
					$0.00
				Shipping	
				Total Price	$65,078.00

Date Presented: 06-Jun-18 **Date Approved:** 06-Jun-18

PROJECT DPWPermit&Inspections **ITT Signature:** signature on file

NORWALK
The Sound of Connecticut

CITY OF NORWALK
Department of Information Technology

To: Members of the Finance Committee

From: Karen Del Vecchio, Director IT

Re: 2018/2019 Technology Refresh Program

Date: June 7, 2018

City Information Technology maintains an inventory database of personal computer workstations, laptops, and printers in City Hall, Libraries (both staff and public access), Public Works Center and Police Department and Fire Stations, including mobile data terminals in police and fire vehicles.

From this inventory, IT annually assesses the condition of all the workstations relative to: equipment age, reliability, supportability, utilization, and overall performance. Based on this assessment, IT develops an annual Technology Refresh Plan and Schedule.

The 2018/2019 Technology Refresh Plan calls for the replacement of 152 personal computer workstations with new workstations, tablets, or laptops, 10 ruggedized mobile data terminals with mobile printers for public safety, and approximately 41 monitors which are specified to the City IT equipment and software standards.

The public safety mobile data terminal and mobile printer portion of the Refresh plan accounts for $51,315 of the total Plan. The mobile data terminals are now scheduled for refresh on a 3 year cycle as these units are in use 24x7x365 and installed in vehicles that are subject to extremes in temperature and other demanding conditions. This capital year request will refresh 1/3 of the Police mobile data terminals inventory. The total Public Safety investment in the Plan, which includes Police, Fire and Combined Dispatch, is $124,367.80

IT, after discussion with the respective department heads, assigns a replacement schedule for each workstation based on its condition and performance. Older PCs that are replaced, but deemed having some useful life, will be "cascaded" to other uses such as training, temporary, loaner/repair, single-use kiosk, or occasional-use systems.

The Technology Refresh continues the electronic asset disposal program started in 2005 which inventories, sanitizes the disk drives (erase to DoD specification), and disposes of obsolete computer equipment in accordance with City Procurement Guidelines and in an environmentally responsible manner.

The 2018/2019 Information Technology Capital budget requested and received approval for the funding of **$197,018.70** for the Technology Refresh. No special appropriation is required for this project.

This Technology Refresh Plan was unanimously approved by the ITT Committee at its June 6, 2018 meeting.

The specific action I am requesting is as follows:

a. *Authorize the Purchasing Agent to issue purchase orders in accordance with City Procurement Guidelines for the supply of personal computers workstations, laptops, ruggedized data terminals, tablets, and obsolete asset disposal according to City IT department specifications for an amount not to exceed $197,018.70 account 09190600-5777-C0375 (budgeted IT capital item; no special appropriation required) and forward onto the Common Council for further action.*

ATT: ITT Approval Form

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

ITT Request Form

2018 2019 Desktop Refresh Program - PCs, Rugged Data Terminals, Printers

Request Number: DRF2018/2019 Modification Number : 0 Date of Request: 06-Jun-18

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

BUDGET ACCOUNT: 09190600-5777-C0375

VENDOR DATA

Various Vendors

Separate Reqs to follow over next 12 mon

TO ENCUMBER FUNDS ONLY

PRICING INFORMATION

QTY.	DESCRIPTION	MAKE	MODEL	PRICE/UNIT	EXT PRICE
	Public Safety desktops, laptops	rugged mobile data terminals	various	various	$124,367.80
	Library desktops and laptops for	staff and public use	Dell various	various	$31,611.00
	DPW	staff and public use	Dell various	various	$16,956.20
	City Hall, all others				$24,083.70
				Shipping	
				Total Price	$197,018.70

Date Presented: 06-Jun-18 **Date Approved:** **06-Jun-18**

PROJECT **2018 2019 Desktop Refre** **ITT Signature:** **signature on file**

CITY OF NORWALK
Department of Information Technology

To: Members of the Finance Committee

From: Karen Del Vecchio, Director IT

Re: Data Governance/Cyber Security Software

Date: June 7, 2018

A Data Governance Software system provides a single system to:

- Protect data from both inside and outside cyber threats
- Provide reliable audit trails of all user access to both data and network
- Inventory all data across the network and Cloud
- Protect data against theft of loss
- Discover data containing personal identifiable information (PII)
- Protect sensitive data by controlling access
- Prevent cyberattacks that encrypt and hold data for ransom
- Help meet and document compliance required by CJIS, HIPAA, etc.

The Varonis system provides all of the above features with audit trails of network usage, data access, data change and movement. Moreover, the software monitors the underlying operating systems for issues and provides alerts and solutions.

City IT identified this cyber security project as a priority in its 2018/2019 capital budget development and the project was approved and funded at a not to exceed $50,000.

The City will purchase the software using the State of Connecticut contract 17-PSX0129, NASPO Contract ADSPO16-130651. The ITT Committee unanimously approved this project at its June 6, 2018 meeting.

The specific action requested is:

Authorize the Purchasing Agent to issue purchase orders to SHI for the supply of Varonis software system per quotation #15417368, dated May 30, 2018, State of Connecticut contract #17-PSX0129, for an amount not to exceed $49,116,00, account 09190600-5777-C0375 (budgeted IT capital item; no special appropriation required) and forward onto the Finance Committee for further action.

Att: ITT Approval Form

City of Norwalk

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

NORWALK The Sound of Connecticut

ITT Request Form

Varonis Data Governance Software

Request Number: Varonis Modification Number : 0 Date of Request: 06-Jun-18

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

BUDGET ACCOUNT: 09190600-5777-C0375

VENDOR DATA

SHI

200 DAVIDSON AVE, SOMERSET, NJ 0887

Steven_Baker@shi.cc 1-732-584-8430

ATT: DAVID ROSS, SUITE 203, CITY HALL

125 EAST AVE, NORWALK, CT

PRICING INFORMATION

QTY.	DESCRIPTION	MAKE	MODEL	PRICE/UNIT	EXT PRICE
1	All items on Quote 15417368	dated May 30 , 2018	CT contract 17-PSX0129	$49,116.00	$49,116.00
					$0.00
					$0.00
					$0.00
					$0.00
				Shipping	
				Total Price	$49,116.00

Date Presented: 06-Jun-18 **Date Approved:** 06-Jun-18

PROJECT Varonis **ITT Signature:** signature on file

CITY OF NORWALK
Department of Information Technology

To: Members of the Finance Committee

From: Karen Del Vecchio, Director IT

Re: Local Area Network Switch Refresh – Main and South Norwalk Library

Date: June 7, 2018

A switch is a device used on a computer network to physically connect devices, like computers, telephones, copier/scanners, and printers, together. Switches manage the flow of data across a network by only transmitting a received message to the device for which the message was intended.

A LAN switch is an intelligent device that works on an organization's internal network. Each networked device connected to a switch is identified and authenticated, allowing the switch to regulate the flow of traffic. This maximizes the security and efficiency of the network.

Norwalk utilizes LAN switches in all of its buildings connected to the City network, for a total of over 40 switches. Each LAN switch can support up to 48 device connections. The LAN switches installed at the main and South Norwalk library are an assortment of older appliances (9+ years) which don't support bandwidth throughput greater than 100 gigabytes. These LAN switches are showing signs of age with port failures and sluggish through-put.

IT has developed a five year capital plan to refresh all the LAN switches on the City network. This refresh plan was introduced in the 2015/2016 IT capital budget submission. To date, IT has refreshed the LAN switches at Police, City Hall, the Health Department, all Fire stations, and the Public Works Garage. This current request will refresh 5 switches at the main Library and 3 switches at the South Norwalk Branch for a total of 8 switches. Funding for this project was requested and approved in the 2018/2019 IT capital budget request.

The ITT Committee unanimously approved this project at its June 6, 2018 meeting.

The specific action requested is:

a. *Authorize the Purchasing Agent to issue purchase orders to Total Communications, the lowest bidder, for the procurement of Cisco LAN switches for the main Library and South Norwalk Library for an amount not to exceed $45,272.04, account 09190600-5777-C0375 (budgeted IT capital item; no special appropriation required) and forward onto the Common Council for further action.*

Att: ITT Approval Form

City of Norwalk

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

ITT Request Form

CISCO LAN Switch Refresh for Main and South Norwalk Library

Request Number: CLANLib Modification Number : 0 Date of Request: 06-Jun-18

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

BUDGET ACCOUNT: 09190600-5777-C0375

VENDOR DATA

Total Communications

333 Burnham St. East Hartford, CT 06108

860-622-4121 janetoconnell@totalcomm.com

ship to: Rodney Garcia, IT Suite 203, City Hall
125 East Ave, Norwalk, CT

PRICING INFORMATION

QTY.	DESCRIPTION	MAKE	MODEL	PRICE/UNIT	EXT PRICE
8	Cisco Catalyst 3850 48 port POE	LAN base	WS-C3850-48F-L	$5,550.42	$44,403.36
2	Cisco Catalyst 3850 X4 1GE	network module	C3850-NM-4-1G	$243.42	$486.84
8	Cisco 50CM type 1 stacking cabl	cable	STACK-T1-50CM	$47.73	$381.84
					$0.00
					$0.00
				Shipping	
				Total Price	$45,272.04

Date Presented: **06-Jun-18** **Date Approved:** **06-Jun-18**

PROJECT **Switches Library** **ITT Signature:** signature on file

NORWALK
The Sound of Connecticut

Town Clerk's Office
125 East Avenue, Room 102
Norwalk, CT 06851
203-854-7747

Mr. Fred Gilden, Comptroller
City of Norwalk
125 East Avenue
Norwalk, CT 06851

Re: Lease Agreement with New Vision Systems
Extended through March 30, 2024

Dear Fred:

At the next Finance Committee meeting of the Common Council, I would like the following item to appear:

Authorize the Mayor, Harry W. Rilling, to execute an amendment to the Lease Agreement with New Vision Systems Corporation, a sole source provider, for the provision of additional equipment, software, and services related to the Official Records Systems module and further extend the term of the Lease Agreement through March 30, 2024. Lease payments shall be $3,531.00 per month for the duration of the amended Agreement, account XXXXXX-5255 (budgeted operating expense; no special appropriation required) and forward onto the Common Council for further action.

I have included backup material to support this request. This update will provide more access for public use at no cost other than extension of the Lease.

Very truly yours,

Richard A. McQuaid

RICHARD A. MCQUAID
Norwalk Town Clerk

NewVision Systems Corporation
50 Locust Avenue
New Canaan, Connecticut 06840

Norwalk Town Clerk

MARCH 28, 2018
SUMMARY OF PROPOSED
OFFICIAL RECORDS SYSTEM ("ORS") SOFTWARE UPDATES

Property Alert

While people go to great lengths to protect bank accounts from fraudulent access, most homeowners would not be aware of a fraudulent transaction recorded against their property until they go to sell the property and a title search is run. For this reason, NewVision has introduced its optional Property Alert Software Module to operate in conjunction with the ORS. Members of the public may subscribe through a Property Alert Sign-up Utility to get an automated email if a document is recorded and indexed with a name that matches data that the subscriber enters through the Sign-up Utility.

Tax Lien Interface/Auto Record

Auto Record automates the recording tax and sewer liens and releases. Auto Record provides an automated process to import these documents and related data into the system from a file output of the Tax Collector's system, eliminating the need to manually record, scan and index these documents.

Subscription Application for Internet Land Records Search Subscriptions

Internet access to land records data and images provides a source of potential revenue. The Subscription Application allows for searchers with Windows systems to pay a fee, set by the Town Clerk, for a subscription to access SearchNG to search for and view land records data and images from their homes or offices. Fees and subscription terms are tailored to the Town Clerk's requirements, with the Town Clerk retaining 100% of the revenue.

Searchers set up their subscription on-line without involvement from Town Clerk staff. The Subscription Application interfaces with software from ACI/Official Payments Corporation for collection of fees. ACI adds a "convenience fee," payable by the subscriber for each transaction, without charging the Town Clerk for its software. Submission of fees and related reports by ACI to the Town Clerk is established by a separate agreement between the City and ACI.

In addition to enabling the Town Clerk to automate subscription access and generate related revenue, the Subscription Application enables the Town Clerk to maintain the per-page print charge that is charged for users who photocopy or print documents in the Town Clerk's office, by requiring that subscribers pay a charge, to be set by the Town Clerk, for printing or saving document images.

Electronic Recording Software

ERecording allows documents to be recorded at electronic speed while eliminating a large part of the time and effort to index and verify, resulting in savings for the recording office and the public.

NewVision Systems Corporation
50 Locust Avenue
New Canaan, Connecticut 06840

The RecordsNG Electronic Recording module has been designed to meet the following objectives:

- Support various document formats such as XHTML and TIFF
- Handle batch processing of many documents received in one package
- Provide security for documents and Filing Agent accounts
- Conform to industry standards
- Vendor/Submitter independent.

The Electronic Recording module is compliant with eRecording standards set forth by PRIA, UETA, E-Sign, and industry standards for security, thus enabling all submitting agencies that are also compliant to interface and submit electronic documents to the system.

- Land records documents (e.g., mortgages, releases, etc.) can be submitted electronically from the attorney's office, bank, or title company.
- Submitter software transmits electronic documents and index data to NewVision's eRecording module for review and acceptance by Town Clerk staff.
- Once accepted, documents are electronically stamped and made available for return to the submitters, eliminating the need to mail back hard copy documents, and the document images and index data are stored in the NewVision database and immediately accessible to title searchers.
- ERecording improves efficiency by eliminating handling of hard copy documents, including page count, stamping, scanning, and mail back. Payments are made via ACH.

Dog License Email Renewal Notices

As an option, in lieu of mailing postcard reminders, renewal notices to dog and kennel owners may be sent via MS Outlook email. Emails include all of the dog/kennel specific information that would otherwise be included in a post card. The Town Clerk may send email notices multiple times—for example, the first time would be to owners of all currently licensed dogs just prior to the renewal period; the second email notices would cover owners who have not yet registered their dogs; and the third email notices would be sent at the end of the renewal period, notifying owners of unregistered dogs/kennels that their licenses are delinquent.

Dog License On-Line Renewals

Dog owners with previously licensed dogs can complete their renewal application online through our On-Line Renewal feature. Dog owners go to the City web site and look up their dog by entering last name and tag number and update information as appropriate, including scanning and uploading a new rabies certificate and/or a new spay/neuter certificate. Payments are made through ACI, an on-line payment vendor responsible for collecting and remitting payments to the Town Clerk. The Dog License Software displays a renewal queue through which Town Clerk staff can access and view on-line renewal applications, and the Town Clerk completes the transaction and mails the license and tag to the owner. Submission of fees and related reports by ACI to the Town Clerk is established by a separate agreement between the City and ACI.

Marriage License Software

Software automates marriage license issuance and recording on the ORS.

NewVision Systems Corporation
50 Locust Avenue
New Canaan, Connecticut 06840

- Allows entry of required data regarding the couple.
- The couple reviews and approves a worksheet containing all required data.
- Once approved, Town Clerk staff prints the marriage license.
- Following the marriage, the Town Clerk can easily look up the license, enter the wedding date into the system, and record and scan the completed marriage license for permanent storage.
- The system integrates with the ORS cashiering application for fee collection.

BrowserView

BrowserView replaces the currently installed legacy browser module, which is available for users who do not have Windows devices - typically Apple Mac or iPad users - for searching the land records index data on-line. BrowserView-OR complements the .Net based SearchNG product that is used by the staff and the public for both local (in office) searches and remote/internet searching, but requires a Windows device. With BrowserView-OR installed a remote user can choose to search the OR database using either a Windows device or the following supported browsers:

Web Browser
Microsoft/Internet Explorer Version 10 or higher
Microsoft Edge
Firefox
Google Chrome/Android
Safari

BrowserView utilizes new technology managed by Google and supported by Microsoft that is supported by most current browsers, as well as devices such as smart-phones and tablets.

SOLE SOURCE PROCUREMENT REQUEST

Date - March 26, 2018

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 <u>Procurement Request Form</u> and complete specifications.

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

- [X] **The compatibility of equipment is of paramount consideration.**
- [X] **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 -**

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.

Equipment has been used in Town Clerk office since 2003 with 4 previous amendments. There are other companies who provide this service but City would need to purchase all new equipment along with starting over building programs and purchasing licensing agreements already in place with City of Norwalk IT Department. This agreement is at no cost to City other than extending contract.

Rick McQuaid, Town Clerk

Department Head's Signature

The Purchasing Agent		Corporation Council	
[X] Supports	[ ] Does not support	[ ] Supports	[ ] Does not support

This request for a sole source purchase

Ben Lee

Signature

Signature

NewVision Systems Corporation
50 Locust Avenue
New Canaan, CT 06840

EXHIBIT 5-A

Next Generation Official Records System "Records*NG*"

Norwalk, Connecticut Town Clerk

January 24, 2018

NewVision Systems Corporation
By Sheryl Watkins Dunleavy
(203) 323-4623 x217
sheryld@newvisionsystems.com

NewVision Systems Corporation
50 Locust Avenue
New Canaan, CT 06840

System Configuration

Quantity	Software Description

Site License	Software comprising the Next Generation of NewVision's Official Records System, "RecordsNG." Software applications include all software required for:
	• Cashier/Recording
	• Scan
	• Index/Verify
	• Public Search, including Internet Access for Public Search for Windows users, to operate on City web server
	• Standard Reports
	• Administration
	• Connecticut Reports—
	  o Community Investment Account
	  o Historic Documents Preservation Account
	  o Nominee as Grantor/Assignments and Releases of Mortgage
	  o Nominee as Grantor/Grantee

4 Workstations	NewVision Dog License Software; to operate on hardware included in base System Configuration

Quantity	Hardware/Database Software
1	SQL Server 2016 Standard 4-core License,
3	Cashier/Recording Workstations, each with a slip printer and cash drawer
1	Scan Workstation
2	Index/Verify Workstation
4	Public Search Workstations
1	Network Printer (HP Laserjet M506n)
1	Network Printer (HP Laserjet M605X)
1	Plat Scan/Print Workstation
2	Additional slip printers; to operate with Cashier/Recording Software on City provided workstations
1	Spare Slip Printer

NOTE: City to provide, install, and maintain Data Server, Tape Backup and Backup Software.

Total Workstations proposed in Base System Configuration: 11

NewVision Systems Corporation
50 Locust Avenue
New Canaan, CT 06840

Additional Software:

Quantity	Software Description
Site License	Property Alert Software; to be set up to for notifications based on matching name
Site License	Tax Lien Interface/Auto Record
Site License	Internet Subscription Application for automated set up Internet subscriptions for Windows users and collection of print charges
Site License	Electronic Recording Module
Site License	BrowserView Software for enabling non-Windows users to search the land records index data via the Internet
Site License	Dog License Email Renewal Notices Software
Site License	Dog License Online Renewals Software
Site License	Marriage License Software

Site licenses apply for entire Town Clerk's office.

Electronic Recording Module, Subscription Application, BrowserView Software, Property Alert Software and Dog License Online Renewals Software to operate on City web server.

Additional Software applications to meet specifications dated February 21, 2017, copies of which have been provided to the Town Clerk.

NewVision Systems Corporation
50 Locust Avenue
New Canaan, CT 06840

Lease Pricing

NewVision proposes an extension of the lease for the Official Records System through March 30, 2024. Included in the lease extension are:

- Continue lease of all Official Records System modules, which have been upgraded to the Next Generation of NewVision's Official Records System
- Continue lease of base Dog License Software
- Implementation of Additional Software on or before October 1, 2018 pursuant to a mutually agreeable schedule
- All new hardware to replace the existing leased hardware on or before October 1, 2018; City to provide, install, and maintain hardware for database server and tape backup and backup software
- All software and hardware maintenance through March 30, 2024
- Installation, training, and follow up support for all leased hardware and software for the entire lease term, as renewed.

Beginning October 1, 2018 through March 30, 2024, the lease price will be $3,531 per month. Pricing includes discount for continuation as demonstration site.

A credit in the amount of $8,700 has been applied to purchase a perpetual non-exclusive license to use the Internet Subscription Application.

The City of Norwalk to retain all revenue derived through Subscription Application from Internet search subscription and print charges.

Pricing is based on an annual land records volume of between 20,000-30,000 documents. Additional charges apply if the annual volume exceeds 30,000.

NewVision Systems Corporation
50 Locust Avenue
New Canaan, CT 06840

Next Generation
Official Records System
"Records*NG*"

Norwalk, Connecticut
Town Clerk

January 24, 2018

NewVision Systems Corporation
By Sheryl Watkins Dunleavy
(203) 323-4623 x217
sheryld@newvisionsystems.com

NewVision Systems Corporation
50 Locust Avenue
New Canaan, CT 06840

System Configuration

Quantity	Software Description
Site License	Software comprising the Next Generation of NewVision's Official Records System, "RecordsNG." Software applications include all software required for: • Cashier/Recording • Scan • Index/Verify • Public Search, including Internet Access for Public Search for Windows users, to operate on City web server • Standard Reports • Administration • Connecticut Reports— o Community Investment Account o Historic Documents Preservation Account o Nominee as Grantor/Assignments and Releases of Mortgage o Nominee as Grantor/Grantee
4 Workstations	NewVision Dog License Software; to operate on hardware included in base System Configuration

Quantity	Hardware/Database Software
1	SQL Server 2016 Standard 4-core License,
3	Cashier/Recording Workstations, each with a slip printer and cash drawer
1	Scan Workstation
2	Index/Verify Workstations
4	Public Search Workstations
1	Network Printer (HP Laserjet M506n)
1	Network Printer (HP Laserjet M605X)
1	Plat Scan/Print Workstation
2	Additional slip printers; to operate with Cashier/Recording Software on City provided workstations
1	Spare Slip Printer

NOTE: City to provide, install and maintain Data Server, Tape Backup and Backup Software.

Total Workstations proposed in Base System Configuration: 11

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Additional Software:

Quantity	Software Description
Site License	Property Alert Software; to be set up to for notifications based on matching name
Site License	Tax Lien Interface/Auto Record
Site License	Internet Subscription Application for automated set up Internet subscriptions for Windows users and collection of print charges
Site License	Electronic Recording Module
Site License	BrowserView Software for enabling non-Windows users to search the land records index data via the Internet
Site License	Dog License Email Renewal Notices Software
Site License	Dog License Online Renewals Software
Site License	Marriage License Software

Site licenses apply for entire Town Clerk's office.

Electronic Recording Module, Subscription Application, BrowserView Software, Property Alert Software and Dog License Online Renewals Software to operate on City web server.

Additional Software applications to meet specifications dated February 21, 2017, copies of which have been provided to the Town Clerk.

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50 Locust Avenue
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Lease Pricing

NewVision proposes an extension of the lease for the Official Records System through March 30, 2024. Included in the lease extension are:

- Continue lease of all Official Records System modules, which have been upgraded to the Next Generation of NewVision's Official Records System
- Continue lease of base Dog License Software
- Implementation of Additional Software on or before October 1, 2018 pursuant to a mutually agreeable schedule
- All new hardware to replace the existing leased hardware on or before October 1, 2018; City to provide, install, and maintain hardware for database server and tape backup and backup software
- All software and hardware maintenance through March 30, 2024
- Installation, training, and follow up support for all leased hardware and software for the entire lease term, as renewed.

Beginning October 1, 2018 through March 30, 2024, the lease price will be $3,531 per month. Pricing includes discount for continuation as demonstration site.

A credit in the amount of $8,700 has been applied to purchase a perpetual non-exclusive license to use the Internet Subscription Application.

The City of Norwalk to retain all revenue derived through Subscription Application from Internet search subscription and print charges.

Pricing is based on an annual land records volume of between 20,000-30,000 documents. Additional charges apply if the annual volume exceeds 30,000.

FIFTH AMENDMENT TO LEASE AGREEMENT
BY AND BETWEEN
CITY OF NORWALK
AND
NEWVISION SYSTEMS COPRORATION

WHEREAS, the City of Norwalk, Connecticut (CITY) and NewVision Systems Corporation (NewVision) entered into a Lease Agreement dated July 31, 2003, related to certain software and hardware comprising the NewVision Official Records System (the Lease Agreement), a First Amendment to Lease Agreement dated May 25, 2005, a Second Amendment to Lease Agreement dated April 9, 2007, a Third Amendment to Lease Agreement dated May 13, 2008, and a Fourth Amendment to Lease Agreement dated October 19, 2011;

WHEREAS, the parties now wish to further amend the Lease Agreement in order to include the provision of software and hardware and the performance of services related to additions to the Official Records System modules and to further extend the term of the Lease Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree to further amend the Lease Agreement as follows:

SCOPE OF SERVICES

Article 2 of the Lease Agreement entitled, "SCOPE OF SERVICES" is hereby further amended to provide the following with regard to the scope of the services and the software and hardware equipment that will be provided for the benefit of the CITY by NewVision under the terms of the Lease Agreement and the Amendments thereto (hereinafter the "Additional Services"):

> NewVision shall provide and install, lease to and maintain on behalf of the the CITY, all System hardware and software as described in the document entitled "Next Generation Official Records System, RecordsNG", Norwalk, Connecticut Town Clerk," dated January 24, 2018, a copy of which is attached hereto and incorporated herein as Exhibit 5-A.
>
> Additionally, NewVision shall provide installation and training services for CITY employees related to the use and operation of the additional hardware and software provided hereunder and shall continue to perform training and maintenance servicies for all products including the System, provided by NewVision under the Lease Agreement as amended. All such services shall be performed as described in Exhibit 5-A.

The additional software provided hereunder shall be included within the meaning of the terms, "Leased Software" and "System," and the additional hardware be included within the applied meaning of the term "System," as such are defined in

Lease Agreement and prior amendments hereto. NewVision shall provide the same of services, including, but not limited to licensing, "Modem Support," "Telephone Support" and maintenance services, with respect to the additional software and provided hereunder as it is required to provide under the Lease Agreement for all leased by the CITY.

TIME OF COMMENCMENT; COMPLETION OF WORK

Article 3 of the Lease Agreement is hereby further revised by inserting the following:

The Additional Services to be provided and/or performed by NewVision under the Fifth Amendment to Lease Agreement shall follow the implementation schedule set out in Exhibit 5-A or such other schedule as is mutually agreeable to the CITY and NewVision.

COMPENSATION; TERM

Article 4 of the Lease Agreement is hereby further amended by inserting the following:

The CITY will compensate NewVision for the installation and use of the Leased Software and the Systems and the performance of the services as such has been defined by the Lease Agreement and the First, Second, Third, Fourth, and Fifth Amendments thereto, a monthly fee in the following amounts—

From the date hereof through the end of business on September 30, 2018, the amount of Three Thousand Nine Hundred Thirty-Eight and 00/100 Dollars ($3,938.00), and

For the period beginning October 1, 2018 and continuing through the end of business on March 30, 2024, the amount of Three Thousand Five Hundred Thirty-One and 00/100 Dollars ($3,531.00).

GENERAL PROVISIONS

NewVison understands and acknowledges that the CITY is dependent upon annual approval of appropriations and budgets in order to meet its financial obligations each year throughout the term of this Lease Agreement, as amended. Notwithstanding any provisions herein to the Contrary, the CITY may terminate this Agreement at the end of any fiscal period (which runs from July 1st through June 30th of the following calendar year) if sufficient, necessary appropriations or budgeted funds are not approved or otherwise available. In order to effectuate such a termination, the CITY must give thirty (30) days written notice to NewVision that the necessary funding has been denied and the lease Agreement will terminate at the end of the then current fiscal year.

REMAINING TERMS UNAFFECTED

The foregoing covenants and agreements are to be construed as supplemental to the existing Lease Agreement, as it has been amended. All other provisions of such Lease Agreement not otherwise amended, shall remain in effect, except as they may be inconsistent herewith.

Dated at Norwalk, Connecticut, this ____ day of _____________, 2018.

Signed, Sealed and Delivered in the Presence of:

CITY OF NORWALK

____
Witness

____
Name:
Title:
Date:

____
Witness

NEWVISION SYSTEMS CORPORATION

____
Witness

By___________________________
Ronald R. Watkins
President
Date:

____
Witness

APPROVED AS TO FORM:
OFFICE OF CORPORATION COUNSEL

By: ________________________________

Date:

APPROVED AS TO AVAILABILTIY OF FUNDS:

By: ________________________________
Comptroller

Date:

NewVision Systems Corporation
50 Locust Avenue
New Canaan, CT 06840

EXHIBIT 5-A

Next Generation Official Records System "Records*NG*"

Norwalk, Connecticut Town Clerk

January 24, 2018

NewVision Systems Corporation
By Sheryl Watkins Dunleavy
(203) 323-4623 x217
sheryld@newvisionsystems.com

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Site License	Software comprising the Next Generation of NewVision's Official Records System, "RecordsNG." Software applications include all software required for: • Cashier/Recording • Scan • Index/Verify • Public Search, including Internet Access for Public Search for Windows users, to operate on City web server • Standard Reports • Administration • Connecticut Reports— o Community Investment Account o Historic Documents Preservation Account o Nominee as Grantor/Assignments and Releases of Mortgage o Nominee as Grantor/Grantee
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Quantity	Software Description
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Site License	Tax Lien Interface/Auto Record
Site License	Internet Subscription Application for automated set up Internet subscriptions for Windows users and collection of print charges
Site License	Electronic Recording Module
Site License	BrowserView Software for enabling non-Windows users to search the land records index data via the Internet
Site License	Dog License Email Renewal Notices Software
Site License	Dog License Online Renewals Software
Site License	Marriage License Software

Site licenses apply for entire Town Clerk's office.

Electronic Recording Module, Subscription Application, BrowserView Software, Property Alert Software and Dog License Online Renewals Software to operate on City web server.

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The Norwalk Hour

102

WWW.THEHOUR.COM | Wednesday, January 31, 2018 | SINCE 1871 | VOLUME 146, EDITION 031 | $1.50

IT SERVICES

Renewed push for remote records

Planning commissioners press for more online services

By Robert Koch

NORWALK — Planning commissioners this month took city officials to task over the level of online services offered to residents.

While some services and documents are made available online, many others are not, according to commissioner Nora King.

"When you actually go and want to get your tax liens, or you want to get deeds, most towns you can go and you can log on and you can get all that information," said King, a real estate appraiser and former city councilwoman.

King's comment came as the Planning Commission reviewed 2018-19 capital spending requests for various city departments, including the Department of Information Technology. She asked why the department has not requested money to upgrade the Town Clerk Office's contract with NewVision Systems, of New Canaan.

"They do have the capability to provide that," Information Technology Director Karen Del Vecchio said of the services mentioned by King. The town clerk "wants to move forward with it, we want to move forward with it, and the vendor wants to move forward with it, but there's an additional cost associated with that and that's in (the town clerk's) budget."

See Records on A4

"We want to move forward with it ... but there's an additional cost associated with that and that's in (the town clerk's) budget."

Karen Del Vecchio, information technology director for the city of Norwalk

RECORDS

From page A1

Del Vecchio said her department is in "a holding pattern" until Town Clerk Richard McQuaid works out how to find money for the service upgrade.

Ongoing project

In 2007, under then-Town Clerk Andy Garfunkel, the town clerk's office upgraded online services offered to residents. The Common Council approved an amendment to the city's existing contract with NewVision that enabled the city to host a webpage for public access to land record indexes. The amendment added $575 a month to the city's existing $3,261-a-month contract with NewVisions.

With the upgrade, residents, attorneys, title searchers and others have been able to view indexes to deeds, liens, mortgages and other land records, but not the documents. Obtaining those still requires a trip to the town clerk's office.

McQuaid was not at the Planning Commission meeting, but said the following day he is looking to upgrade the system and had discussed the matter with NewVision.

"Part of the package is online dog licensing, public search and copies as a subscription-base from home for residents, for public search land records," McQuaid said. "It has a fraud alert for people to be notified if their records are being looked at or, or things are being done with it. And it also has a component for streamlining tax liens and releases."

McQuaid said his office welcomes foot traffic and interacting with the public, but added the upgraded services will make it easier for people to access land records quickly and skip a trip to city hall if the weather is not favorable.

Contributed photo

Nora King

He said the upgrade, if done properly, will come at "minimal cost" to the city. The council would have the final say, he said.

"People have to understand there's a little bit of time getting it put in place," McQuaid said. "It will be a great addition to our system and to our staff and working here, but they have to understand that we're hoping by summer, if everything falls into place properly. It's got to go through some council committees."

Room for improvements

At the capital budget review, King was not alone in finding room for improvements at City Hall. Commissioner Tammy Langalis, a local real estate agent, said she frequently must go to the Building Department at City Hall and fill out a paper forms to request information that's unavailable online.

"I have to go between a certain time. I submitted it and then I have physically come back, pay my dollar or whatever it is," Langalis said. "I'm not opposed to the dollar — but I would think in the 21st century, they should be able to scan that back to me. I, as a consumer, as a taxpayer, ought to be able to get the form online, send it into them online."

Del Vecchio said building permit forms should be available online and she would inquire. She said her department is working with the Department of Public Works to duplicate thousands of maps dating back to 1896 and "go live" with the information.

"They're contracting with a firm to take these maps and scan them all and they all have to be indexed as well," Del Vecchio said. "So depending on the type of the map that it is, if it's a sewer map, if it's a bridge, whatever, what key fields and pieces of information off that map are going to be indexed and searchable going forward."

Would the information be searchable for the department or the public, asked one commissioner.

"Searchable as wide as they want to make it," Del Vecchio said.

Time and money

Scanning and indexing documents is a laborious process, according to Frank Sarno, manager of citywide applications in the Norwalk Information Technology Department.

"There's a huge area of documents that have to be scanned in somewhere so that they can be retrieved and that's the kind of effort that's going to be required, time and money," Sarno said. "Not that it shouldn't be done ... (but) current information is one thing. Historical information is quite a project."

Del Vecchio rejects that Norwalk lags behind other communities in making information available online. She cited property tax bill information, city meeting minutes and agendas, driveway permits from the Department of Public Works, and property field cards and appeals from the Tax Assessor's Office.

"You fill out your form. You schedule your appointment. It's all done online," Del Vecchio said. "Nobody else is doing that."

CITY OF NORWALK
Craig Schmidt
Risk Manager
CSchmidt@Norwalkct.org
P: 203-854-7972 / F: 203-854-7848
125 East Avenue, PO BOX 5125
Norwalk, CT 06856-5125

June 6, 2018

City of Norwalk: Property & Casualty Insurance Program - Renewal

The City of Norwalk has a Property & Casualty Insurance program that includes purchasing insurance coverage to help protect City and Board of Education assets from insured loss. Most of the insurance policies renew annually on 7-1. Below is an explanation of major insurance coverage that the Office of Management & Budgets maintains.

Please contact the Risk Manager if you have questions regarding these coverages at the contact information listed in the above heading.

Sincerely,

Craig Schmidt

Craig Schmidt
Risk Manager

Liability and Property: For Liability Insurance, the City has a deductible for the first $1,000,000 of loss with a $1,000,000 per Occurrence coverage limit thereafter plus a $10,000,000 per Occurrence and Aggregate Umbrella above that limit. The carrier is Connecticut Interlocal Risk Management Agency (CIRMA). The City will retain any loss that would exceed the limit of insurance noted above plus our deductible.

Property Insurance, starting this policy year on 7-1, will be with CIRMA. The policy continues to insure City owned buildings and schools with total insured values of over $600M subject to a $100,000 deductible for most causes of loss. Please note that this coverage also includes Boiler & Machinery Insurance, too.

Total Premium for both coverages is $922,864 for 7-1-2018 to 7-1-2019.

The expiring premium for both Liability and Property was $1,005,247.

Builders Risk Policies: The City will, on occasion, embark on new school construction and/or major construction or renovation projects for City buildings. To insure these unique projects, the City will procure Builders Risk policies or seek equivalent insurance under the above mentioned Property Insurance policies.

At this time, there are no Builders Risk policies in force.

Overall Summary: A significant part of the Risk Management process is financing the losses that occur, especially those detrimental to the City's finances. Part of this financing process is having a comprehensive Property & Casualty Insurance program in place to help reduce the City's financial exposure to catastrophic losses.

The overall insurance premium costs decreased by 7% for the 2018-19 Property and Casualty Insurance renewal mainly due to consolidating Property & Liability coverage with CIRMA and other lines of coverage costs remaining relatively flat.

April 2018 Financial Commentary

Balance Sheet
Cash is lower than the prior year by $37k, Accounts Payable and accrued expenses are higher by $37k, bank loan is $90k higher and unpaid Bond principal is $79k vs $0 last year. This leaves us at a net deficit cash position of $243k.

April Month vs Prior Year Month
Golf Revenue is lower than the prior year month by $40k driven by green fees and memberships. In addition, other revenue is down by $11k due to no restaurant tenant ($6k) and no advertising revenue ($4k).

Personnel and employee benefits expenses are $24k lower compared to prior year month due to a $9k error which reduced Unemployment tax in March 2017 but was corrected in April 2017 so just a timing issue. Also salaries across the board are down compared to prior year month by nearly $11k.

Administrative expenses are up $4k over prior year month due to higher legal and utilities expense related to the restaurant and higher interest costs due to increased LOC borrowings (also directly related to the restaurant). Those costs were offset by higher expenses in prior year due to some cleaning up of the books.

Park Maintenance is $7k lower than prior year month due to poor weather in March '17 which delayed the opening of the course and the related grounds costs which hit in April '17. Just a timing issue.

Cart Expenses are flat.

Operating Income is $26k lower than the prior year month attributable to unfavorable revenue of $51k and favorable expenses of $25k.

April YTD vs Prior YTD
Golf Revenue is higher by $59k year over year for the ten month period, but is offset by lower Other Revenue of $28 including Restaurant rent of $21.

Personnel and employee benefits expenses are higher by $1k.

Administrative expenses are $35k higher than the prior year driven by bad debt ($15k) and legal expenses ($9k).

Park Maintenance is $4k lower driven by lower water expense.

Cart expenses are higher by 27k due to the current costs of the new cart and GolfBoard fleet offset by lower maintenance needed.

Operating Income is lower than the prior year by $28k due to favorable revenue of $31k offset by unfavorable expenses of $59k.

Budget Comparison YTD
The YTD Revenue is below budget by $58k driven by many factors including membership ID's, tournaments, cart revenue and restaurant rent.

Personnel and employee benefits expenses are $18k below budget due to lower than expected health insurance costs and payroll taxes.

Administrative expenses are $21k over budget driven mostly by Bad Debt on the restaurant revenue and legal fees related to the restaurant eviction process which was not budgeted for.

Sales & Operations are under budget by $4k.

Park Maintenance is under budget by $9k due mainly to less grounds maintenance costs.

Cart Expenses are $24k over budget.

Operating Income is $72k lower than the budget for the ten month period. (Unfavorable revenue of $58k and unfavorable expenses of $13k).

OAK HILLS SALES ANALYSIS APRIL 2018

Description	Apr-18	Apr-17	Inc/(Dec)	YTD FY18	YTD FY17	Inc/(Dec)
Revenue Rounds	2,282	3,148	-27.5%	24,387	24,096	1.2%
Barter Rounds	174	174	0.0%	1,729	1,582	9.3%
Sub Total	2,456	3,322	-26.1%	26,116	25,678	1.7%
Comp Rounds	3	11	-72.7%	482	433	11.3%
Total All Rounds	2,459	3,333	-26.2%	26,598	26,111	1.9%
Total Carts	1,219	1,539	-20.8%	15,046	14,099	6.7%
Total Boards	11	23	-52.2%	558	144	287.5%
Total Golf ID Cards	330	408	-19.1%	1,199	1,489	-19.5%
Total Gift Cards	16	13	23.1%	283	268	5.6%
Total $ Revenue Rounds	$63,729	$91,288	-30.2%	$701,610	$681,119	3.0%
Total Carts $	$19,731	$25,306	-22.0%	$231,186	$214,188	7.9%
Total Board $	$242	$563	-57.0%	$10,780	$2,958	264.4%
Total Golf ID Cards $	$27,229	$33,805	-19.5%	$91,939	$110,305	-16.7%
Total Gift Cards $	$1,221	$1,120	9.0%	$21,638	$20,357	6.3%
Rain Chks/Gift Cards Redeemed	-$3,415	-$4,399	-22.4%	-$19,024	-$17,206	10.6%
	$108,738	**$147,682**	**-26.4%**	**$1,038,129**	**$1,011,721**	**2.6%**
$ Revenue/Revenue Round	**$27.93**	**$29.00**	-3.7%	**$28.77**	**$28.27**	1.8%
Carts/Revenue Round	**53.4%**	**48.9%**	9.3%	**61.7%**	**58.5%**	5.4%
Cart $/Revenue Round	**$8.65**	**$8.04**	7.6%	**$9.48**	**$8.89**	6.6%
Cart $/Cart Round	**$16.19**	**$16.44**	-1.6%	**$15.37**	**$15.19**	1.1%
Board $/Board Round	**$22.00**	**$24.48**	-10.1%	**$19.32**	**$0.00**	0.0%
ID Card $/Card	**$82.51**	**$82.86**	-0.4%	**$76.68**	**$74.08**	3.5%
Resident Adult 18 Rounds	804	1,100	-26.9%	6,396	6,543	-2.2%
Resident Senior 18 Rounds	472	559	-15.6%	5,293	4,864	8.8%
Junior/Golf Team 18 Rounds	157	188	-16.5%	858	739	16.1%
Golf League 18 Rounds	4	16	-75.0%	136	16	750.0%
Employee 18 Rounds	35	27	29.6%	402	337	19.3%
Non Resident 18 Rounds	777	1,068	-27.2%	8,447	8,904	-5.1%
Total 9 Hole Rounds	33	190	-82.6%	2,045	2,667	-23.3%
Resident Adult 18 Rounds $	$21,584	$30,936	-30.2%	$176,216	$173,809	1.4%
Resident Senior 18 Rounds $	$11,261	$13,285	-15.2%	$119,463	$104,166	14.7%
Junior/Golf Team 18 Rounds $	$1,607	$2,466	-34.8%	$13,270	$12,779	3.8%
Golf League 18 Rounds	$76	$346	-78.0%	$2,698	$346	679.8%
Employee 18 Rounds $	$245	$228	7.5%	$3,392	$2,238	51.6%
Non Resident 18 Rounds $	$28,173	$40,026	-29.6%	$296,837	$331,325	-10.4%
Total 9 Hole Rounds $	$783	$4,001	-80.4%	$46,032	$56,456	-18.5%
SR NONRES DISC	15	13	15.4%	91	115	-20.9%
NONRES DISCOUNT	30	48	-37.5%	117	139	-15.8%
FAMILY REG	4	10	-60.0%	11	26	-57.7%
CITY/OWNER REG	2	7	-71.4%	13	24	-45.8%
Total	51	78	-34.6%	232	304	-23.7%
GolfNow Rounds	145	121	19.8%	1385	639	116.7%
GolfNow Dollars	$2,953	$3,304	-10.6%	$39,604	$29,927	32.3%
Dollars/Round	$20.36	$27.31	-25.4%	$28.60	$46.83	-38.9%

OAK HILLS SALES ANALYSIS APRIL 2018 CALENDAR

Description	Apr-18	Apr-17	Inc/(Dec)	YTD 2018	YTD 2017	Inc/(Dec)
Revenue Rounds	2,282	3,148	-27.5%	3,256	3,898	-16.5%
Barter Rounds	174	174	0.0%	265	219	21.0%
Sub Total	2,456	3,322	-26.1%	3,521	4,117	-14.5%
Comp Rounds	3	11	-72.7%	3	11	-72.7%
Total All Rounds	2,459	3,333	-26.2%	3,524	4,128	-14.6%
Total Carts	1,219	1,539	-20.8%	1,340	1,550	-13.5%
Total Boards	11	23	-52.2%	11	23	-52.2%
Total Golf ID Cards	330	408	-19.1%	704	1,378	-48.9%
Total Gift Cards	16	13	23.1%	33	36	-8.3%
Total $ Revenue Rounds	$63,729	$91,288	-30.2%	$82,455	$107,180	-23.1%
Total Carts $	$19,731	$25,306	-22.0%	$21,477	$25,493	-15.8%
Total Board $	$242	$563	-57.0%	$242	$563	-57.0%
Total Golf ID Cards $	$27,229	$33,805	-19.5%	$55,139	$101,770	-45.8%
Total Gift Cards $	$1,221	$1,120	9.0%	$2,901	$3,585	-19.1%
Rain Chks/Gift Cards Redeemed	-$3,415	-$4,399	-22.4%	-$4,084	-$4,576	-10.8%
	$108,738	**$147,682**	**-26.4%**	**$158,130**	**$234,014**	**-32.4%**
$ Revenue/Revenue Round	**$27.93**	**$29.00**	-3.7%	**$25.32**	**$27.50**	-7.9%
Carts/Revenue Round	**53.4%**	**48.9%**	9.3%	**41.2%**	**39.8%**	3.5%
Cart $/Revenue Round	**$8.65**	**$8.04**	7.6%	**$6.60**	**$6.54**	0.9%
Cart $/Cart Round	**$16.19**	**$16.44**	-1.6%	**$16.03**	**$16.45**	-2.5%
Board $/Board Round	**$22.00**	**$0.00**	0.0%	**$22.00**	**$0.00**	0.0%
ID Card $/Card	**$82.51**	**$82.86**	-0.4%	**$78.32**	**$73.85**	6.1%
Resident Adult 18 Rounds	804	1,100	-26.9%	1,173	1,416	-17.2%
Resident Senior 18 Rounds	472	559	-15.6%	656	690	-4.9%
Junior/Golf Team 18 Rounds	157	188	-16.5%	237	218	8.7%
Golf League 18 Rounds	4	16	-75.0%	4	16	-75.0%
Empl 18 Rounds	35	27	29.6%	41	30	36.7%
Non Resident 18 Rounds	773	1,068	-27.6%	1,082	1,264	-14.4%
Total 9 Hole Rounds	33	190	-82.6%	57	264	-78.4%
Resident Adult 18 Rounds $	$21,584	$30,936	-30.2%	$28,673	$37,665	-23.9%
Resident Senior 18 Rounds $	$11,261	$13,285	-15.2%	$13,525	$15,091	-10.4%
Junior/Golf Team 18 Rounds $	$1,607	$2,466	-34.8%	$2,130	$2,963	-28.1%
Golf League 18 Rounds	$76	$346				
Empl 18 Rounds $	$245	$228	7.5%	$287	$243	18.1%
Non Resident 18 Rounds $	$28,173	$40,026	-29.6%	$36,416	$45,393	-19.8%
Total 9 Hole Rounds $	$783	$4,001	-80.4%	$1,348	$5,479	-75.4%
SR NONRES DISC	15	13	15.4%	41	114	-64.0%
NONRES DISCOUNT	30	48	-37.5%	64	139	-54.0%
FAMILY REG	4	10	-60.0%	8	24	-66.7%
CITY/OWNER REG	2	7	-71.4%	8	22	-63.6%
Total	51	78	-34.6%	121	299	-59.5%
GolfNow Rounds	145	121	19.8%	187	128	46.1%
GolfNow Dollars	$2,953	$3,304	-10.6%	$3,747	$3,425	9.4%
Dollars/Round	$20.36	$27.31	-25.4%	$20.04	$26.76	-25.1%

OAK HILLS PARK AUTHORITY
Balance Sheet FY18
As of April 30, 2018

	Total			
	As of Apr 30, 2018	As of Apr 30, 2017 (PY)	Change	% Change
ASSETS				
Current Assets				
Bank Accounts				
1000 Cash				
1021 NBT Money Market	60,136.10	92,145.89	-32,009.79	-34.74%
1022 NBT Payment Account	-36,088.94	-30,047.18	-6,041.76	-20.11%
1023 NBT Rent Escrow Sec Apt Right	1,351.00	1,351.00	0.00	0.00%
1050 Petty	1,400.00	400.00	1,000.00	250.00%
Total 1000 Cash	**$ 26,798.16**	**$ 63,849.71**	**-$ 37,051.55**	**-58.03%**
Total Bank Accounts	**$ 26,798.16**	**$ 63,849.71**	**-$ 37,051.55**	**-58.03%**
Accounts Receivable				
1201 Accounts Receivable	63,735.23	2,550.00	61,185.23	2399.42%
Total Accounts Receivable	**$ 63,735.23**	**$ 2,550.00**	**$ 61,185.23**	**2399.42%**
Other Current Assets				
1100 Inventory	101,344.04	100,741.66	602.38	0.60%
1300 Prepaid Expenses	30,327.73	34,245.60	-3,917.87	-11.44%
Total Other Current Assets	**$ 131,671.77**	**$ 134,987.26**	**-$ 3,315.49**	**-2.46%**
Total Current Assets	**$ 222,205.16**	**$ 201,386.97**	**$ 20,818.19**	**10.34%**
Fixed Assets				
1500 Fixed Assets				
1505 Machinery and Equipment	913,442.02	1,018,735.83	-105,293.81	-10.34%
1510 Accumulated Depreciation/Amort.	-3,188,348.78	-3,069,653.48	-118,695.30	-3.87%
1561 Park Improvements	1,735,612.87	1,721,835.42	13,777.45	0.80%
1562 Restaurant	2,277,134.66	2,277,134.66	0.00	0.00%
1570 Capital Projects in Progress	71,706.14	0.00	71,706.14	100.00%
Total 1500 Fixed Assets	**$ 1,809,546.91**	**$ 1,948,052.43**	**-$138,505.52**	**-7.11%**
Total Fixed Assets	**$ 1,809,546.91**	**$ 1,948,052.43**	**-$138,505.52**	**-7.11%**
TOTAL ASSETS	**$ 2,031,752.07**	**$ 2,149,439.40**	**-$117,687.33**	**-5.48%**
LIABILITIES AND EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
2000 *Accounts Payable	112,290.40	19,124.72	93,165.68	487.15%
Total Accounts Payable	**$ 112,290.40**	**$ 19,124.72**	**$ 93,165.68**	**487.15%**
Other Current Liabilities				
2050 Accounts Payable-Tennis Revenue	845.00	3,260.00	-2,415.00	-74.08%
2051 Accounts Payable - OHMGA Revenue	9,958.00	0.00	9,958.00	100.00%
2052 Accounts Payable - F&B Revenue	197.00	0.00	197.00	100.00%
2100 Accrued Payroll	21,584.88	24,869.62	-3,284.74	-13.21%
2104 Accrued retirement contribution	216.51	-429.90	646.41	150.36%
2105 Accrued Vacation Pay	28,600.63	29,080.69	-480.06	-1.65%

2106 Accrued Sick Leave Pay	27,878.03	28,493.25	-615.22	-2.16%
2200 Accrued Expenses	27,299.44	91,403.30	-64,103.86	-70.13%
2210 Security Deposit-Entrance House				
2212 Security Dep - Apt 2 Right	1,350.00	1,350.00	0.00	0.00%
Total 2210 Security Deposit-Entrance House	**$ 1,350.00**	**$ 1,350.00**	**$ 0.00**	**0.00%**
2230 NBT Credit Line	180,000.00	90,000.00	90,000.00	100.00%
2250 Deferred Revenue	0.00	26,595.37	-26,595.37	-100.00%
2251 Tournament Deposits	0.00	1,800.00	-1,800.00	-100.00%
2254 Other Deferred	23,045.37	0.00	23,045.37	100.00%
Total 2250 Deferred Revenue	**$ 23,045.37**	**$ 28,395.37**	**-$ 5,350.00**	**-18.84%**
2400 Cart Sales Tax Due	1,217.28	1,545.00	-327.72	-21.21%
2500 Interest due City of Norwalk				
2501 Bond Due to City of Norwalk	34,977.31	38,547.53	-3,570.22	-9.26%
2503 150k Capital Debt	994.65	1,404.74	-410.09	-29.19%
2504 150k Operating Debt	1,243.30	1,935.10	-691.80	-35.75%
Total 2500 Interest due City of Norwalk	**$ 37,215.26**	**$ 41,887.37**	**-$ 4,672.11**	**-11.15%**
Total Other Current Liabilities	**$ 359,407.40**	**$ 339,854.70**	**$ 19,552.70**	**5.75%**
Total Current Liabilities	**$ 471,697.80**	**$ 358,979.42**	**$ 112,718.38**	**31.40%**
Long-Term Liabilities				
2701 Consolidated City Debt	2,034,195.80	2,034,195.80	0.00	0.00%
2730 Capital Debt (150k)	78,523.93	93,361.74	-14,837.81	-15.89%
2731 Operating Expense Debt (150k)	78,526.47	93,364.28	-14,837.81	-15.89%
2763 Wells Fargo Toro Utility	0.00	18,571.65	-18,571.65	-100.00%
2764 NBT Truck Loan	11,656.15	17,270.25	-5,614.10	-32.51%
2765 Deere Credit Inc. Progator Sprayer	15,164.76	24,162.65	-8,997.89	-37.24%
2766 Wells Fargo Eq Bandit Chipper	9,709.48	13,139.44	-3,429.96	-26.10%
2767 Deere Credit, Inc. Sweeper Vac	14,309.10	17,979.46	-3,670.36	-20.41%
2768 Deere Credit Inc. Greens Roller	11,039.61	13,752.85	-2,713.24	-19.73%
2769 Deere Credit, Inc. Gator	604.98	2,335.27	-1,730.29	-74.09%
2770 Deere Credit Inc. Hybrid Mower	14,141.41	21,633.64	-7,492.23	-34.63%
2771 Yard Card-Skid Mount	1,947.97	3,474.83	-1,526.86	-43.94%
2772 Wells Fargo 2017 Aera-Vator	4,136.88	5,186.10	-1,049.22	-20.23%
2773 DLL Finance Club Car CA550G Utility Cart	7,224.50	0.00	7,224.50	100.00%
2774 Wells - Sod Cutter, Progator, 3500-D Groundsmaster	65,235.75	0.00	65,235.75	100.00%
Total Long-Term Liabilities	**$ 2,346,416.79**	**$ 2,358,427.96**	**-$ 12,011.17**	**-0.51%**
Total Liabilities	**$ 2,818,114.59**	**$ 2,717,407.38**	**$ 100,707.21**	**3.71%**
Equity				
3000 Fund Balance				
3010 Fund Balance - Beginning	-42,873.28	-42,873.28	0.00	0.00%
Total 3000 Fund Balance	**-$ 42,873.28**	**-$ 42,873.28**	**$ 0.00**	**0.00%**
3500 Reserves				
3550 Reserve for Contingencies	405,368.10	405,368.10	0.00	0.00%
Total 3500 Reserves	**$ 405,368.10**	**$ 405,368.10**	**$ 0.00**	**0.00%**
3900 Retained Earnings	-832,320.44	-627,977.01	-204,343.43	-32.54%
Net Income	-316,536.90	-302,485.79	-14,051.11	-4.65%
Total Equity	**-$ 786,362.52**	**-$ 567,967.98**	**-$218,394.54**	**-38.45%**
TOTAL LIABILITIES AND EQUITY	**$ 2,031,752.07**	**$ 2,149,439.40**	**-$117,687.33**	**-5.48%**

OAK HILLS PARK AUTHORITY
P&L - Current Month Vs. Prior Year Month
April 2018

	Total			
	Apr 2018	Apr 2017 (PY)	Change	% Change
Income				
4000 REVENUES				
4001 Golf Revenue				
4010 Golf Fees	66,390.40	93,657.20	-27,266.80	-29.11%
4020 I.D. Cards	27,229.00	35,883.00	-8,654.00	-24.12%
4030 Tournament Fees	0.00	0.00	0.00	0.00%
4050 Cart Revenue	19,004.00	24,324.00	-5,320.00	-21.87%
4055 GolfBoard Revenue	228.00	0.00	228.00	100.00%
4060 Golf Revenue - Gift Certif.	1,221.00	1,120.00	101.00	9.02%
4070 Gift & Rain Checks Redeemed	-3,415.00	-4,399.00	984.00	22.37%
Total 4001 Golf Revenue	$ 110,657.40	$ 150,585.20	-$39,927.80	-26.52%
4200 Rental Income	1,350.00	1,350.00	0.00	0.00%
4300 Investment Income	2.70	4.82	-2.12	-43.98%
4400 Misc. Income	0.00	1,630.75	-1,630.75	-100.00%
4600 Restaurant Income	0.00	6,000.00	-6,000.00	-100.00%
4700 Advertising Revenue	0.00	3,600.00	-3,600.00	-100.00%
Total 4000 REVENUES	$ 112,010.10	$ 163,170.77	-$51,160.67	-31.35%
Total Income	$ 112,010.10	$ 163,170.77	-$51,160.67	-31.35%
Gross Profit	$ 112,010.10	$ 163,170.77	-$51,160.67	-31.35%
Expenses				
5000 PERSONNEL EXPENSE				
5010 Management Salary	12,406.16	17,801.83	-5,395.67	-30.31%
5030 Operations	9,222.87	12,027.90	-2,805.03	-23.32%
5040 Operations O/T	0.00	640.40	-640.40	-100.00%
5050 Course Personnel	25,259.91	24,210.90	1,049.01	4.33%
5060 Course Personnel O/T	436.32	32.96	403.36	1223.79%
5070 Seasonal Personnel	13,895.68	17,562.92	-3,667.24	-20.88%
5080 Seasonal Personnel O/T	427.17	0.00	427.17	100.00%
Total 5000 PERSONNEL EXPENSE	$ 61,648.11	$ 72,276.91	-$10,628.80	-14.71%
5200 EMPLOYEE BENEFITS				
5210 Payroll Taxes	4,696.67	5,133.90	-437.23	-8.52%
5230 State Unemployment	1,437.01	14,570.45	-13,133.44	-90.14%
5250 Health Insurance	4,276.19	3,608.19	668.00	18.51%
5260 Workmans Compensation	1,224.04	1,769.20	-545.16	-30.81%
5270 Retirement Plans	664.91	502.67	162.24	32.28%
Total 5200 EMPLOYEE BENEFITS	$ 12,298.82	$ 25,584.41	-$13,285.59	-51.93%
5400 ADMINISTRATIVE EXPENSES				
5420 Telephone	714.94	525.47	189.47	36.06%
5430 Professional Fees	4,000.00	2,375.00	1,625.00	68.42%
5436 Advertising	841.20	-1,011.99	1,853.19	183.12%

5440 Office Expense	1,478.91	1,923.37	-444.46	-23.11%
5441 Bank Charges	20.45	32.90	-12.45	-37.84%
5442 Credit Card Fees	378.33	278.46	99.87	35.87%
5445 Postage	117.60	0.00	117.60	100.00%
5450 Training and Dues	0.00	57.00	-57.00	-100.00%
5461 Authority Secretarial Services	250.00	240.00	10.00	4.17%
5469 Other Outside Services	267.88	186.25	81.63	43.83%
5470 Other Administrative	556.25	3,330.31	-2,774.06	-83.30%
5480 Utilities	3,622.47	1,619.51	2,002.96	123.68%
5500 Liability Insurance	4,068.75	3,617.52	451.23	12.47%
5520 Interest Expense	1,428.63	973.62	455.01	46.73%
Total 5400 ADMINISTRATIVE EXPENSES	**$ 17,745.41**	**$ 14,147.42**	**$ 3,597.99**	**25.43%**
5700 PARK MAINTENANCE				
5710 Water	800.52	1,654.38	-853.86	-51.61%
5720 Heating Fuel	1,599.17	805.56	793.61	98.52%
5730 Grounds Maintenance	728.09	2,461.46	-1,733.37	-70.42%
5750 Agriculture and Chemicals				
5751 Agriculture&Chemicals-Purchased	7,401.25	1,070.00	6,331.25	591.71%
5752 Agriculture/Chemicals Utilized	-4,830.72	3,693.11	-8,523.83	-230.80%
Total 5750 Agriculture and Chemicals	**$ 2,570.53**	**$ 4,763.11**	**-$ 2,192.58**	**-46.03%**
5760 Irrigation Maintenance	2,065.43	1,303.62	761.81	58.44%
5770 Consumable Tools	79.86	410.49	-330.63	-80.55%
5780 Tee and Green Supplies	159.26	0.00	159.26	100.00%
5800 Equipment Maintenance	1,767.34	1,795.67	-28.33	-1.58%
5820 Building Maintenance	1,056.50	1,295.06	-238.56	-18.42%
5860 Gasoline/Diesel Fuel	0.00	837.50	-837.50	-100.00%
Total 5700 PARK MAINTENANCE	**$ 10,826.70**	**$ 15,326.85**	**-$ 4,500.15**	**-29.36%**
6000 CART EXPENSE				
6010 Cart Lease Expense	12,036.00	14,500.00	-2,464.00	-16.99%
6015 Board Lease Expense	2,529.41	0.00	2,529.41	100.00%
6020 Electricity	566.44	466.08	100.36	21.53%
6050 Cart Insurance	400.00	400.00	0.00	0.00%
Total 6000 CART EXPENSE	**$ 15,531.85**	**$ 15,366.08**	**$ 165.77**	**1.08%**
Total Expenses	**$ 118,050.89**	**$ 142,701.67**	**-$24,650.78**	**-17.27%**
Net Operating Income	**-$ 6,040.79**	**$ 20,469.10**	**-$26,509.89**	**-129.51%**
Other Expenses				
8000 Depreciation/Amortization	19,694.55	17,957.30	1,737.25	9.67%
8001 Capital projects				
8100 Capital Projects - Cash	4,046.45	0.00	4,046.45	100.00%
Total 8001 Capital projects	**$ 4,046.45**	**$ 0.00**	**$ 4,046.45**	**100.00%**
8002 Bond to City	4,372.16	4,762.29	-390.13	-8.19%
8004 Capital Debt to City	124.33	174.65	-50.32	-28.81%
8005 Operating Debt to City	124.33	193.51	-69.18	-35.75%
Total Other Expenses	**$ 28,361.82**	**$ 23,087.75**	**$ 5,274.07**	**22.84%**
Net Other Income	**-$ 28,361.82**	**-$ 23,087.75**	**-$ 5,274.07**	**-22.84%**
Net Income	**-$ 34,402.61**	**-$ 2,618.65**	**-$31,783.96**	**-1213.75%**

OAK HILLS PARK AUTHORITY
P&L - Current YTD Vs. Prior YTD
July 2017 - April 2018

	Total			
	Jul 2017 - Apr 2018	Jul 2016 - Apr 2017 (PY)	Change	% Change
Income				
4000 REVENUES				
4001 Golf Revenue				
4010 Golf Fees	697,014.10	629,832.29	67,181.81	10.67%
4020 I.D. Cards	91,924.00	112,828.00	-20,904.00	-18.53%
4030 Tournament Fees	39,300.00	48,009.00	-8,709.00	-18.14%
4050 Cart Revenue	217,886.00	206,151.00	11,735.00	5.69%
4055 GolfBoard Revenue	10,060.00	0.00	10,060.00	100.00%
4060 Golf Revenue - Gift Certif.	21,458.00	20,146.00	1,312.00	6.51%
4070 Gift & Rain Checks Redeemed	-18,844.00	-17,188.00	-1,656.00	-9.63%
Total 4001 Golf Revenue	**$ 1,058,798.10**	**$ 999,778.29**	**$ 59,019.81**	**5.90%**
4100 Tennis Revenue	30,088.00	27,000.00	3,088.00	11.44%
4200 Rental Income	13,500.00	13,500.00	0.00	0.00%
4300 Investment Income	149.13	240.71	-91.58	-38.05%
4400 Misc. Income	121.12	6,435.44	-6,314.32	-98.12%
4600 Restaurant Income	39,000.00	60,000.00	-21,000.00	-35.00%
4700 Advertising Revenue	200.00	3,600.00	-3,400.00	-94.44%
Total 4000 REVENUES	**$ 1,141,856.35**	**$ 1,110,554.44**	**$ 31,301.91**	**2.82%**
Total Income	**$ 1,141,856.35**	**$ 1,110,554.44**	**$ 31,301.91**	**2.82%**
Gross Profit	**$ 1,141,856.35**	**$ 1,110,554.44**	**$ 31,301.91**	**2.82%**
Expenses				
5000 PERSONNEL EXPENSE				
5010 Management Salary	123,969.02	132,854.53	-8,885.51	-6.69%
5030 Operations	111,571.62	110,117.96	1,453.66	1.32%
5040 Operations O/T	443.28	2,488.54	-2,045.26	-82.19%
5050 Course Personnel	256,077.83	252,021.19	4,056.64	1.61%
5060 Course Personnel O/T	1,065.73	1,107.15	-41.42	-3.74%
5070 Seasonal Personnel	100,217.28	93,385.77	6,831.51	7.32%
5080 Seasonal Personnel O/T	1,283.10	1,049.92	233.18	22.21%
Total 5000 PERSONNEL EXPENSE	**$ 594,627.86**	**$ 593,025.06**	**$ 1,602.80**	**0.27%**
5200 EMPLOYEE BENEFITS				
5210 Payroll Taxes	45,693.15	45,722.96	-29.81	-0.07%
5230 State Unemployment	16,504.66	19,388.35	-2,883.69	-14.87%
5250 Health Insurance	42,438.14	43,925.08	-1,486.94	-3.39%
5260 Workmans Compensation	11,750.04	10,114.64	1,635.40	16.17%
5270 Retirement Plans	6,213.16	4,171.15	2,042.01	48.96%
Total 5200 EMPLOYEE BENEFITS	**$ 122,599.15**	**$ 123,322.18**	**-$ 723.03**	**-0.59%**
5400 ADMINISTRATIVE EXPENSES				
5420 Telephone	5,522.41	5,251.75	270.66	5.15%

5430 Professional Fees	32,390.14	23,750.00	8,640.14	36.38%
5436 Advertising	12,397.21	9,083.02	3,314.19	36.49%
5440 Office Expense	9,752.02	14,517.32	-4,765.30	-32.82%
5441 Bank Charges	256.30	395.70	-139.40	-35.23%
5442 Credit Card Fees	21,945.67	20,048.29	1,897.38	9.46%
5445 Postage	177.44	148.90	28.54	19.17%
5450 Training and Dues	3,110.00	2,926.45	183.55	6.27%
5461 Authority Secretarial Services	2,480.00	2,180.00	300.00	13.76%
5469 Other Outside Services	3,384.51	2,485.64	898.87	36.16%
5470 Other Administrative	4,800.48	4,643.42	157.06	3.38%
5471 Charitable Contributions	100.00	0.00	100.00	100.00%
5480 Utilities	31,197.76	27,481.15	3,716.61	13.52%
5490 Water	0.00	682.88	-682.88	-100.00%
5499 Bad Debt Expense	15,000.00	0.00	15,000.00	100.00%
5500 Liability Insurance	39,598.86	36,735.69	2,863.17	7.79%
5520 Interest Expense	7,505.23	4,424.64	3,080.59	69.62%
Total 5400 ADMINISTRATIVE EXPENSES	**$ 189,618.03**	**$ 154,754.85**	**$ 34,863.18**	**22.53%**
5600 SALES AND OPERATIONS				
5620 Pro Shop Maintenance	0.00	0.00	0.00	0.00%
5640 Golf Pro Supplies	130.58	0.00	130.58	100.00%
Total 5600 SALES AND OPERATIONS	**$ 130.58**	**$ 0.00**	**$ 130.58**	**100.00%**
5700 PARK MAINTENANCE				
5710 Water	44,301.77	52,856.71	-8,554.94	-16.19%
5720 Heating Fuel	10,906.25	9,534.43	1,371.82	14.39%
5730 Grounds Maintenance	13,000.63	14,445.38	-1,444.75	-10.00%
5740 Tree Maintenance	1,930.00	4,440.00	-2,510.00	-56.53%
5750 Agriculture and Chemicals				
5751 Agriculture&Chemicals-Purchased	89,372.50	71,735.91	17,636.59	24.59%
5752 Agriculture/Chemicals Utilized	-33,674.26	-18,764.23	-14,910.03	-79.46%
Total 5750 Agriculture and Chemicals	**$ 55,698.24**	**$ 52,971.68**	**$ 2,726.56**	**5.15%**
5760 Irrigation Maintenance	10,417.06	10,257.97	159.09	1.55%
5770 Consumable Tools	1,507.09	2,186.92	-679.83	-31.09%
5780 Tee and Green Supplies	3,159.18	555.68	2,603.50	468.53%
5795 Janitorial Supplies	110.37	814.95	-704.58	-86.46%
5800 Equipment Maintenance	23,292.90	21,488.28	1,804.62	8.40%
5820 Building Maintenance	17,901.87	18,021.93	-120.06	-0.67%
5840 Small Equipment	1,035.89	598.00	437.89	73.23%
5860 Gasoline/Diesel Fuel	8,466.63	7,873.24	593.39	7.54%
5880 Employee work clothes	126.85	0.00	126.85	100.00%
Total 5700 PARK MAINTENANCE	**$ 191,854.73**	**$ 196,045.17**	**-$ 4,190.44**	**-2.14%**
6000 CART EXPENSE				
6010 Cart Lease Expense	72,624.00	46,406.44	26,217.56	56.50%
6015 Board Lease Expense	10,117.64	0.00	10,117.64	100.00%
6020 Electricity	9,900.55	9,211.37	689.18	7.48%
6030 Maintenance	2,996.41	12,464.11	-9,467.70	-75.96%
6050 Cart Insurance	4,000.00	4,000.00	0.00	0.00%
Total 6000 CART EXPENSE	**$ 99,638.60**	**$ 72,081.92**	**$ 27,556.68**	**38.23%**

Total Expenses	**$ 1,198,468.95**	**$ 1,139,229.18**	**$ 59,239.77**	**5.20%**
Net Operating Income	**-$ 56,612.60**	**-$ 28,674.74**	**-$27,937.86**	**-97.43%**
Other Expenses				
8000 Depreciation/Amortization	196,945.50	179,573.00	17,372.50	9.67%
8001 Capital projects				
8100 Capital Projects - Cash	16,723.60	10,392.98	6,330.62	60.91%
8101 Captial Projects - Financed	0.00	32,540.57	-32,540.57	-100.00%
Total 8001 Capital projects	**$ 16,723.60**	**$ 42,933.55**	**-$26,209.95**	**-61.05%**
8002 Bond to City	43,721.60	47,622.90	-3,901.30	-8.19%
8004 Capital Debt to City	1,290.30	1,746.50	-456.20	-26.12%
8005 Operating Debt to City	1,243.30	1,935.10	-691.80	-35.75%
Total Other Expenses	**$ 259,924.30**	**$ 273,811.05**	**-$13,886.75**	**-5.07%**
Net Other Income	**-$ 259,924.30**	**-$ 273,811.05**	**$ 13,886.75**	**5.07%**
Net Income	**-$ 316,536.90**	**-$ 302,485.79**	**-$14,051.11**	**-4.65%**

Oak Hills Park Authority
FY18 Actual vs. Budget

	April Act	April Bud	Var $	Var %	YTD Act	YTD Bud	Var $	Var %
REVENUE								
4000 · REVENUES								
4001 · Golf Revenue								
4010 · Golf Fees	$66,390	$91,016	-$24,626	-27.1%	$697,014	$700,109	-$3,095	-0.4%
4020 · I.D. Cards	$27,229	$30,454	-$3,225	-10.6%	$91,924	$109,578	-$17,654	-16.1%
4030 · Tournament Fees	$0	$3,381	-$3,381	-100.0%	$39,300	$49,300	-$10,000	-20.3%
4050 · Cart Revenue	$19,004	$25,996	-$6,992	-26.9%	$217,886	$227,514	-$9,628	-4.2%
4055 · GolfBoard Revenue	$228	$458	-$230	-50.2%	$10,060	$6,296	$3,764	59.8%
4060 · Golf Revenue - Gift Certif.	$1,221	$861	$360	41.9%	$21,458	$17,098	$4,360	25.5%
4070 · Gift & Rain Checks Redeemed	-$3,415	-$3,915	$500	-12.8%	-$18,844	-$17,244	-$1,600	9.3%
Total 4001 · Golf Revenue	**$110,657**	**$148,251**	**-$37,594**	**-25.4%**	**$1,058,798**	**$1,092,650**	**-$33,852**	**-3.1%**
4100 · Tennis Revenue	$0	$4,167	-$4,167	-100.0%	$30,088	$34,167	-$4,079	-11.9%
4200 · Rental Income	$1,350	$1,350	$0	0.0%	$13,500	$13,500	$0	0.0%
4300 · Investment Income	$3	$52	-$50	-94.8%	$149	$252	-$103	-40.8%
4400 · Misc. Income	$0	$599	-$599	-100.0%	$121	$5,262	-$5,140	-97.7%
4600 · Restaurant Income	$0	$7,000	-$7,000	-100.0%	$39,000	$50,000	-$11,000	-22.0%
4700 · Advertising Revenue	$0	$1,500	-$1,500	-100.0%	$200	$4,500	-$4,300	-95.6%
Total Other Revenue	**$1,353**	**$14,668**	**-$13,315**	**-90.8%**	**$83,058**	**$107,680**	**-$24,622**	**-22.9%**
TOTAL REVENUE	**$112,010**	**$162,919**	**-$50,909**	**-31.2%**	**$1,141,856**	**$1,200,330**	**-$58,474**	**-4.9%**
EXPENSE								
5000 · PERSONNEL EXPENSE								
5010 · Management Salary	$12,406	$12,853	$447	3.5%	$123,969	$129,207	$5,238	4.1%
5030 · Operations	$9,223	$9,916	$693	7.0%	$111,572	$102,109	-$9,462	-9.3%
5040 · Operations O/T	$0	$0	$0	0.0%	$443	$0	-$443	0.0%
5050 · Course Personnel	$25,260	$24,969	-$291	-1.2%	$256,078	$253,253	-$2,825	-1.1%
5060 · Course Personnel O/T	$436	$33	-$404	-1239.2%	$1,066	$689	-$377	-54.8%
5070 · Seasonal Personnel	$13,896	$17,975	$4,079	22.7%	$100,217	$110,230	$10,013	9.1%
5080 · Seasonal Personnel O/T	$427	$54	-$373	-688.8%	$1,283	$830	-$453	-54.5%
Total 5000 · PERSONNEL EXPENSE	**$61,648**	**$65,799**	**$4,150**	6.3%	**$594,628**	**$596,319**	**$1,691**	0.3%
5200 · EMPLOYEE BENEFITS								
5210 · Payroll Taxes	$4,697	$5,377	$681	12.7%	$45,693	$50,194	$4,500	9.0%
5230 · State Unemployment	$1,437	$3,240	$1,803	55.6%	$16,505	$21,678	$5,174	23.9%
5250 · Health Insurance	$4,276	$3,804	-$472	-12.4%	$42,438	$47,512	$5,074	10.7%
5260 · Workmans Compensation	$1,224	$1,529	$305	20.0%	$11,750	$13,823	$2,073	15.0%
5270 · Retirement Plans	$665	$636	-$29	-4.6%	$6,213	$6,075	-$138	-2.3%
Total 5200 · EMPLOYEE BENEFITS	**$12,299**	**$14,586**	**$2,288**	15.7%	**$122,599**	**$139,281**	**$16,682**	12.0%
5400 · ADMINISTRATIVE EXPENSES								
5420 · Telephone	$715	$536	-$179	-33.3%	$5,522	$5,359	-$164	-3.1%
5430 · Professional Fees	$4,000	$2,167	-$1,833	-84.6%	$32,390	$21,875	-$10,515	-48.1%
5436 · Advertising	$841	$2,600	$1,759	67.6%	$12,397	$14,800	$2,403	16.2%
5440 · Office Expense	$1,479	$1,247	-$232	-18.6%	$9,752	$12,468	$2,716	21.8%
5441 · Bank Charges	$20	$30	$10	32.3%	$256	$491	$235	47.8%
5442 · Credit Card Fees	$378	$823	$444	54.0%	$21,946	$23,740	$1,794	7.6%
5445 · Postage	$118	$52	-$66	-127.3%	$177	$155	-$23	-14.8%
5450 · Training and Dues		$29	$29	100.0%	$3,110	$3,336	$226	6.8%
5461 · Authority Secretarial Services	$250	$254	$4	1.6%	$2,480	$2,389	-$91	-3.8%
5469 · Other Outside Services	$268	$278	$10	3.5%	$3,385	$3,203	-$181	-5.7%
5470 · Other Admin	$556	$750	$194	25.8%	$4,800	$7,229	$2,429	33.6%
5471 · Charitable Contributions	$0		$0	0.0%	$100	$100	$0	0.0%
5480 · Utilities	$3,622	$1,786	-$1,837	-102.8%	$31,198	$27,025	-$4,173	-15.4%
5490 · Water	$0	$0	$0	0.0%		$0	$0	0.0%
5499 · Bad Debt Expense	$0	$0	$0	0.0%	$15,000	$0	-$15,000	0.0%
Total 5400 · ADMINISTRATIVE EXPENSES	**$12,248**	**$10,551**	**-$1,697**	-16.1%	**$142,514**	**$122,169**	**-$20,345**	-16.7%
5500 · DEBT SERVICE AND INSURANCE								

Oak Hills Park Authority
FY18 Actual vs. Budget

	April Act	April Bud	Var $	Var %	YTD Act	YTD Bud	Var $	Var %
5500 · Liability Insurance	$4,069	$4,309	$241	5.6%	$39,599	$39,264	-$335	-0.9%
5520 · Interest	$1,429	$740	-$689	-93.2%	$7,505	$7,442	-$63	-0.9%
Total 5500 · DEBT SERVICE AND INSURANCE	**$5,497**	**$5,049**	**-$448**	-8.9%	**$47,104**	**$46,706**	**-$398**	-0.9%
5600 · SALES AND OPERATIONS								
5620 · Pro Shop Maintenance	$0	$0	$0	0.0%	$0	$500	$500	100.0%
5640 · Golf Pro Supplies	$0	$0	$0	0.0%	$131	$3,150	$3,019	95.9%
5680 · Golf Pro Work Clothes	$0	$200	$200	100.0%	$0	$200	$200	100.0%
Total 5600 SALES AND OPERATIONS	**$0**	**$200**	**$200**	100.0%	**$131**	**$3,850**	**$3,719**	96.6%
5700 · PARK MAINTENANCE								
5710 · Water	$801	$1,211	$411	33.9%	$44,302	$46,938	$2,636	5.6%
5720 · Heating Fuel	$1,599	$996	-$604	-60.6%	$10,906	$9,843	-$1,063	-10.8%
5730 · Grounds Maintenance	$728	$2,438	$1,710	70.1%	$13,001	$25,844	$12,844	49.7%
5740 · Tree Maintenance	$0	$0	$0	0.0%	$1,930	$2,500	$570	22.8%
5751 · Agriculture&Chemicals-Purch	$7,401	$8,365	$964	11.5%	$89,373	$51,620	-$37,753	-73.1%
5752 · Agriculture/Chemicals Utilized	-$4,831	$0	$4,831	0.0%	-$33,674	$0	$33,674	0.0%
5760 · Irrigation Maintenance	$2,065	$1,162	-$904	-77.8%	$10,417	$9,397	-$1,020	-10.9%
5770 · Consumable Tools	$80	$402	$322	80.1%	$1,507	$2,414	$907	37.6%
5780 · Tee and Green Supplies	$159	$0	-$159	0.0%	$3,159	$1,486	-$1,673	-112.6%
5795 · Janitorial Supplies	$0	$0	$0	0.0%	$110	$432	$322	74.5%
Total 5700 · PARK MAINTENANCE	**$8,003**	**$14,573**	**$6,571**	45.1%	**$141,031**	**$150,475**	**$9,445**	6.3%
5800 · PARK EQUIPMENT								
5800 · Equipment Maintenance	$1,767	$1,833	$66	3.6%	$23,293	$24,991	$1,698	6.8%
5820 · Building Maintenance	$1,057	$1,057	$1	0.1%	$17,902	$16,854	-$1,048	-6.2%
5840 · Small Equipment	$0	$0	$0	0.0%	$1,036	$664	-$372	-56.0%
5860 · Gasoline/Diesel Fuel	$0	$397	$397	100.0%	$8,467	$8,243	-$224	-2.7%
5880 · Employee work clothes	$0	$100	$100	100.0%	$127	$100	-$27	-26.9%
Total 5800 · PARK EQUIPMENT	**$2,824**	**$3,388**	**$564**	16.6%	**$50,824**	**$50,852**	**$28**	0.1%
6000 · CART EXPENSE								
6010 · Cart Lease Expense	$12,036	$12,036	$0	0.0%	$72,624	$48,144	-$24,480	-50.8%
6015 · Board Lease Expense	$2,529	$2,529	$0	0.0%	$10,118	$10,118	$0	0.0%
6020 · Electricity	$566	$519	-$47	-9.0%	$9,901	$9,189	-$711	-7.7%
6030 · Maintenance	$0	$600	$600	100.0%	$2,996	$2,800	-$196	-7.0%
6050 · Cart Insurance	$400	$400	$0	0.0%	$4,000	$4,000	$0	0.0%
6060 · Misc. Cart Expense	$0	$167	$167	100.0%	$0	$1,500	$1,500	100.0%
Total 6000 · CART EXPENSE	**$15,532**	**$16,252**	**$720**	4.4%	**$99,639**	**$75,751**	**-$23,888**	-31.5%
7001 · Uncategorized Expenses								
TOTAL OPERATIONAL EXPENSE	**$118,051**	**$130,398**	**$12,347**	9.5%	**$1,198,469**	**$1,185,403**	**-$13,065**	-1.1%
TOTAL OPERATIONAL NET INCOME	**-$6,041**	**$32,522**	**-$38,562**	-118.6%	**-$56,613**	**$14,927**	**-$71,539**	-479.3%
Depreciation/Amortization								
Restructured Debt	$4,372	$4,202	-$170	-4.0%	$43,722	$42,363	-$1,358	-3.2%
Capital Funding $150k	$124	$124	$0	0.0%	$1,290	$1,290	$0	0.0%
$150K Operating Debt	$124	$124	$0	0.0%	$1,243	$1,243	$0	0.0%
Total Other Expense	**$4,621**	**$4,451**	**-$170**	-3.8%	**$46,255**	**$44,897**	**-$1,358**	-3.0%
NET INCOME BEFORE CAPITAL EXPENSES	**-$10,662**	**$28,070**	**-$38,732**	-138.0%	**-$102,868**	**-$29,970**	**-$72,898**	243.2%
8000 · OTHER EXPENSE								
8000 · Depreciation/Amortization								
8000 · Depreciation/Amortization Non Cash								
8001 · Capital projects								
8100 - Capital Proj Cash	$4,046	$4,167	$120	2.9%	$16,724	$40,420	$23,696	58.6%
8101 - Capital Proj Financed	$0	$0	$0	0.0%	$0	$0	$0	0.0%
Contingency								
Total 8000 · OTHER EXPENSE	$4,046	$4,167	$120	2.9%	$16,724	$40,420	$23,696	58.6%
NET INCOME	**-$14,708**	**$23,904**	**-$38,612**	-161.5%	**-$119,591**	**-$70,390**	**-$49,202**	69.9%