



COMMON COUNCIL

LAND USE AND BUILDING MANAGEMENT COMMITTEE

MEETING AGENDA

WEDNESDAY, JULY 5, 2017

**7:30 PM at NORWALK FIRE HEADQUARTERS,
121 CONNECTICUT AVE., THIRD FLOOR CONFERENCE ROOM**

6:45 PM BUILDING TOUR

I. ROLL CALL (7:30 pm)

II. PUBLIC PARTICIPATION

III. MINUTES OF PREVIOUS MEETING(S)

June 7, 2017

IV. OLD BUSINESS

A. Belden Main Library development project

1. Review proposal for future property acquisition and refer the following recommendation to the Common Council for action:

“Authorize the Mayor, Harry W. Rilling, to execute any and all documents with 587 CT Ave., LLC for the proposed acquisition of property located at 11 Belden Avenue relating to the Belden Library development project. Terms of the acquisition shall be as outlined in Attorney Mario Coppola, Corporation Counsel’s memo dated June 1, 2017”

B. Historical Commission

1. **Rescind Common Council Action of May 9, 2017 Item VII, B, 4a and 4b which authorized the following:**

“4a. Authorize the Mayor, Harry W. Rilling, to execute a contract with Domus Constructors LLC, for roof repairs on the Lockwood Mathews

Mansion Museum for a total not to exceed \$167,400. Account No: 0917/18 6310 5777 C0092”

“4b. Authorize the Historical Commission to execute change orders on Contract for a total not to exceed \$30,000.00”

2. New action:

“a. Authorize the Mayor, Harry W. Rilling to execute an agreement with G.L. Capasso, Inc. for Roof Repairs-Lockwood Mathews Mansion Museum – Phase IV for a total not to exceed \$123,500.00. Account No: 0917/18 6310 5777 C0092

b. Authorize the Historical Commission to issue change orders on Contract for a total not to exceed \$12, 350.00”

V. NEW BUSINESS

A. Norwalk Public School

1. Review quotes for Cranbury School asbestos floor tiles replacement project and refer the following to the Common Council for action:

“a. Authorize the Mayor, Harry W. Rilling to execute a contract with HAZ-PROS, INC., for the Cranbury Elementary School Asbestos Floor Tiles Removal Project for a total not to exceed \$73,600.00. Funding for this project is available from account #09175010 5777 CO595.

b. Authorize BOE Facilities Dept. to issue Change Orders on Contract for a total not to exceed \$7,360.00.”

B. Building Management

1. Review bid summary for the Norwalk Museum HVAC/fan coils replacement project and refer the following to the Common Council for action:

a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with R&R Mechanical Services, LLC for Norwalk Museum fan coil replacement project for a total not to exceed \$29,000.00. Account #09144071 5777 C0325.

b. Authorize the Office of Building Management to issue change orders on contract for a total not to exceed \$2,900.00.

VI. MISCELLANEOUS/DISCUSSION ITEMS

A. Update on school construction projects:

- West Rocks Middle School window replacement – Phase I & II
- Ponus Middle School addition and renovation
- South Norwalk School at Ely Site

Prepared by Alan Lo
Dated: June 29, 2017

**CITY OF NORWALK
LAND USE AND BUILDING MANAGEMENT
REGULAR MEETING
JUNE 7, 2017**

ATTENDANCE: Tom Livingston, Chair; Nick Sacchinelli; Bruce Kimmel; Rich Bonenfant

STAFF: Alan Lo, Land Use and Building Management

I. ROLL CALL

Mr. Livingston called the meeting to order at 7:37 p. m. A quorum as present.

II. PUBLIC PARTICIPATION

Mr. Eric Chandler came forward in favor of the Belden Library site development and land acquisition project. He stated that he has lived in Norwalk for 44 years. He stated that he frequently has trouble finding parking when he visits the library. The city's purchase of the adjacent property would create greater use of the library as well as improved ease of access. Many patrons will not have to park across the street. He stated that if condominiums go in next to the library, tenants will take up on street parking spots. He stated that attendees of wakes at the funeral home also take spots that would otherwise be used by library patrons.

Mr. Ben Otis came forward in favor of the Belden Library site development and land acquisition project. He stated that he has lived in Norwalk for 12 years. He stated that the city should place value on the services that the library provides. There should be ample parking because library use is high. He stated that acquiring the adjacent lot makes future expansion of the lot possible.

Mr. Ralph Bloom came forward in favor of the Belden Library site development and land acquisition project. He stated that use of technology as well as book lending has led to an increased use of the library by patrons. He stated that the library has been in its current location for 115 years. If expansion is done, we will have covered parking. An addition will give us a new wing and the ability to add night time programs.

Ms. Dorothy Mobilia came forward in favor of the Belden Library site development and land acquisition project. She stated that the library has a rich history and that the original intent when it was built was to have it at that location "for all time." She stated that there is an urgent need for parking spaces.

Ms. Laura LaMorte came forward in favor of the Belden Library site development and land acquisition project. She stated that she has lived in Norwalk for 22 years. She stated that it is shameful that neither of the two libraries in Norwalk have adequate parking. She stated that parking issues create a risk of getting a parking ticket when attempting to return a borrowed book. She stated that she is in agreement with the proposal.

Ms. Patsy Brescia came forward in favor of the Belden Library site development and land acquisition project. She stated that she is a long-time resident of Norwalk. The library as sold by the 1st taxing district to the city. She stated that she had a copy of the library deed with her. She stated that, on the deed, the 1st taxing district stipulated that the building will always be used as a library or it would be sold back to the 1st taxing district.

Ms. Nancy Rosetta came forward in favor of the Belden Library site development and land acquisition project. She stated that the library needs to have the ability to expand. It is a valuable resource to the city. The parking problem is an issue, and needs to be fixed.

III. MINUTES OF PREVIOUS MEETING

May 3, 2017

- ** MR. BONENFANT MOVED TO APPROVE THE MAY 3, 2017 MINUTES AS SUBMITTED.**
- ** THE MOTION PASSED UNANIMOUSLY.**

IV. OLD BUSINESS

No old business was brought forward.

V. NEW BUSINESS

- ** MR. LIVINGSTON MOVED TO TAKE ITEM V. F. - 1. NORWALK BELDEN LIBRARY SITE DEVELOPMENT AND LAND ACQUISITION PROJECT: NEXT ON THE AGENDA.**
- ** THE MOTION PASSED UNANIMOUSLY.**

F. Belden Main Library

1. Norwalk Belden Library site development and land acquisition project:

- a. **Review proposal to acquire property at 11 Belden Avenue;**
- b. **Refer proposal to the Planning commission for Section 8-24 Review;**
- c. **Refer recommendation to the Common Council to "Authorize the Mayor, Harry W. Rilling, to execute any and all documents with 587 Connecticut Ave., LLC for the proposed acquisition of property located at 11 Belden Avenue. Terms of the acquisition shall be as outlined in Attorney Mario Coppola, Corporation Counsel's memo dated June 1, 2017."**

Mr. Alex Knapp came forward in favor of the item. He stated that the City and the Public Library Foundation desire to acquire the land adjacent to the library on Belden Avenue. He stated that, in the short term, the acquisition would fix the issue with a lack of adequate library parking for patrons. In the long term, the City could develop a comprehensive plan for a better development of the immediate area surrounding the Library. This plan would include a potential expansion and repurposing of the Library as a cornerstone of the redevelopment of the area.

Mr. Knapp stated that a draft of an Option to Purchase Agreement has been negotiated with the developer. The agreement provides the City with a six year option to purchase the property for \$4,885,000.

Mr. Knapp stated that if the project is approved, we will hold focus groups, survey users of the library, and reach out to the community for opinions. He stated project will probably include the South Norwalk library, but the focus will be primarily on the main branch. In the next month we will have a better idea of the length of time the project will take. He stated that the use of eminent domain is probably not something that was eminent.

Mr. Bonenfant stated that he did not like that the City did not give input while the negotiations were in progress. He stated that we are now in a take it or leave it situation.

Mr. Knapp stated that the owner of the adjacent property, the City, the library and the 1st taxing district have all been involved in the negotiations. He stated that the library would like to have some money set aside each year instead of having to make a large one time request for a capital appropriation.

Mr. Kimmel stated that the city has been involved in meetings where the negotiations were discussed and given the opportunity to give input. The majority and minority leaders have met with and given input. He stated that the administration of the Library offered to help and did a good job.

**** MR. LIVINGSTON MOVED TO REFER THE BELDEN LIBRARY SITE DEVELOPMENT PROPOSAL TO THE PLANNING COMMISSION FOR SECTION 8-24 REVIEW. IN REGARD TO ITEM C., HE RECOMMENDED TO TABLE UNTIL AFTER THE PUBLIC HEARING.**

**** THE MOTION PASSED UNANIMOUSLY.**

**** MR. LIVINGSTON MOVED TO SCHEDULE A JOINT PUBLIC HEARING WITH THE FINANCE COMMITTEE ON JUNE 27, 2017 AT 6:15 P. M. ON THE NORWALK BELDEN LIBRARY SITE DEVELOPMENT AND LAND ACQUISITION**

**** THE MOTION PASSED UNANIMOUSLY.**

A. Ben Franklin Center

1. "Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Stepping Stones Museum for Children for the use of 4 classrooms on the first floor of Ben Franklin Center from July 5, 2017 to August 4, 2017 to provide a summer camp program."

**** MR. SACHINELLI MOVED TO "AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH STEPPING STONES MUSEUM FOR CHILDREN FOR THE USE OF 4 CLASSROOMS ON THE FIRST FLOOR OF BEN FRANKLIN CENTER FROM JULY 5, 2017 TO AUGUST 4, 2017 TO PROVIDE A SUMMER CAMP PROGRAM."**

Ms. Mary Oster came forward in favor of the item. She stated that the Early Childhood Office is requesting that the City enter into an agreement with Stepping Stones Museum for Children in order to run a summer program at Ben Franklin Center. She stated that the program will run from July 5, 2017 through August 4, 2017 and will be held in four classrooms currently being used by CDI/Head Start. The

funding will be provided through the Child Daycare Contract and monitored by the Early Childhood Coordinator.

**** THE MOTION PASSED UNANIMOUSLY.**

B. Norwalk Public School

1. "Authorize the Purchasing Agent to issue a Purchase Order to Houghton Mifflin Harcourt for NPS social studies teaching material for a total not to exceed \$23,915.84."

2. "Authorize the Purchasing Agent to issue a Purchase Order to Pearson for high school biology teaching material for a total not to exceed \$102,233.15."

3. "Authorize the Purchasing Agent to issue a Purchase Order to CDW Government LLC for Chromebooks and carts for Brien McMahon High School International Baccalaureate Diploma Program for a total not to exceed \$55,107.00."

4. "Authorize, the Purchasing Agent to issue a Purchase Order to Oxford University Press for textbooks for Brien McMahon High School International Baccalaureate Diploma Program for a total not to exceed \$37,150.00."

5. "Authorize the Purchasing Agent to issue a Purchase Order to CDW Government LLC for NPS Chromebooks for a total not to exceed \$256,200."

6. "Authorize the Purchasing Agent to issue a Purchase Order to Apple for computers for the Media Pathway Program at Norwalk High School for a total not the exceed \$47,388.00"

**** MR. LIVINGSTON MOVED TO 1. "AUTHORIZE THE PURCHASING AGENT TO ISSUE A PURCHASE ORDER TO HOUGHTON MIFFLIN HARCOURT FOR NPS SOCIAL STUDIES TEACHING MATERIAL FOR A TOTAL NOT TO EXCEED \$23,915.84." 2. "AUTHORIZE THE PURCHASING AGENT TO ISSUE A PURCHASE ORDER TO PEARSON FOR HIGH SCHOOL BIOLOGY TEACHING MATERIAL FOR A TOTAL NOT TO EXCEED \$102,233.15." 3. "AUTHORIZE THE PURCHASING AGENT TO ISSUE A PURCHASE ORDER TO CDW GOVERNMENT LLC FOR CHROMEBOOKS AND CARTS FOR BRIEN MCMAHON HIGH SCHOOL INTERNATIONAL BACCALAUREATE DIPLOMA PROGRAM FOR A TOTAL NOT TO EXCEED \$55,107.00." 4. "AUTHORIZE, THE PURCHASING AGENT TO ISSUE A PURCHASE ORDER TO OXFORD UNIVERSITY PRESS FOR TEXTBOOKS FOR BRIEN MCMAHON HIGH SCHOOL INTERNATIONAL BACCALAUREATE DIPLOMA PROGRAM FOR A TOTAL NOT TO EXCEED \$37,150.00." 5. "AUTHORIZE THE PURCHASING AGENT TO ISSUE A PURCHASE ORDER TO CDW GOVERNMENT LLC FOR NPS CHROMEBOOKS FOR A TOTAL NOT TO EXCEED \$256,200." AND 6. "AUTHORIZE THE PURCHASING AGENT TO ISSUE A PURCHASE ORDER TO APPLE FOR COMPUTERS FOR THE MEDIA PATHWAY PROGRAM AT NORWALK HIGH SCHOOL FOR A TOTAL NOT THE EXCEED \$47,388.00"**

Mr. Thomas Seuch came forward in favor of the purchase of the HMH History Level Readers and Miller Levine Biology Series. He stated that nine tier one resources were evaluated and HMH History Level Readers received the highest rating for fourth grade adoption. Mr. Rob Pennington came forward and

stated that the Miller Levine textbook and online content will provide students with the instruction they need.

Mr. Seuch stated that Chromebooks and Chromebook carts need to be purchased in order for the IB Diploma Program to be offered in the 2017 school year.

**** THE MOTION PASSED UNANIMOUSLY.**

C. Oak Hills Park

1. **"a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Herbert Recovery Systems Inc. for the removal of contaminated soil from underground fuel tanks at Oak Hills Park for a total not to exceed \$21,500. Funds are available from DEEP Grant."**

"b. Authorize the Office of Building Management to issue change order on Contract for a total not to exceed \$4,300."

**** MR. KIMMEL MOVED TO "AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH HERBERT RECOVERY SYSTEMS INC. FOR THE REMOVAL OF CONTAMINATED SOIL FROM UNDERGROUND FUEL TANKS AT OAK HILLS PARK FOR A TOTAL NOT TO EXCEED \$21,500. FUNDS ARE AVAILABLE FROM DEEP GRANT." AND "B. AUTHORIZE THE OFFICE OF BUILDING MANAGEMENT TO ISSUE CHANGE ORDER ON CONTRACT FOR A TOTAL NOT TO EXCEED \$4,300."**

Mr. Jerry Crowley came forward in favor of the item. He stated that the tanks had previously been removed. Our environmental consultant conducted test probes of the surrounding ground and prepared remediation specifications for the project. They estimated that 70 cubic yards of contaminated material will need to be removed and legally disposed. He stated that poor weather this year has caused the construction work to be behind schedule. He stated that work will be done on eleven of the eighteen holes. Cart paths, drainage improvements, and other work will also be completed. Hopefully the construction will be finished by early July.

**** THE MOTION PASSED UNANIMOUSLY.**

2. **"Authorize to increase contingency allowance for Turco Golf Inc.'s contract for Oak Hill Park Improvement Project for an additional \$30,000 (total \$50,000) and authorize Office of Building Management to issue change orders on Contract. Funds are available from DEEP Grant."**

**** MR. KIMMEL MOVED TO "AUTHORIZE TO INCREASE CONTINGENCY ALLOWANCE FOR TURCO GOLF INC.'S CONTRACT FOR OAK HILL PARK IMPROVEMENT PROJECT FOR AN ADDITIONAL \$30,000 (TOTAL \$50,000) AND AUTHORIZE OFFICE OF BUILDING MANAGEMENT TO ISSUE CHANGE ORDERS ON CONTRACT. FUNDS ARE AVAILABLE FROM DEEP GRANT."**

Mr. Crowley came forward in favor of the item. He stated that the increase to the contingency allows for more work to be done on the cart paths. The worst paths will be done first and then in order of priority. He stated that Mr. Jim Schell, Oak Hill's Superintendent has done an excellent job of working with the construction company to ensure that the work is done properly.

**** THE MOTION PASSED UNANIMIOUSLY.**

D. Building Management

1. "a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Onel Construction, LLC for the Norwalk Senior Center Façade Repairs Project for a total not to exceed \$40,000.00."

b. Authorize the Office of Building Management to issue change orders on Contract for a total not to exceed \$4,000.00."

**** MR. KIMMEL MOVED TO "A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH ONEL CONSTRUCTION, LLC FOR THE NORWALK SENIOR CENTER FAÇADE REPAIRS PROJECT FOR A TOTAL NOT TO EXCEED \$40,000.00." AND B. "AUTHORIZE THE OFFICE OF BUILDING MANAGEMENT TO ISSUE CHANGE ORDERS ON CONTRACT FOR A TOTAL NOT TO EXCEED \$4,000.00."**

**** THE MOTION PASSED UNANIMIOUSLY.**

2. "Authorize the Mayor, Harry W. Rilling, to execute a 0% Loan Agreement with M-Core Credit Corporation for the balance of the costs for the energy conservation lighting retrofit project at the Belden Main Library for an amount not to exceed \$42,655.00. This project was implemented through and with financial incentives from Eversource. Monthly loan payment will be processed through utility billing from Eversource."

**** MR .BONENFANT MOVED TO "AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A 0% LOAN AGREEMENT WITH M-CORE CREDIT CORPORATION FOR THE BALANCE OF THE COSTS FOR THE ENERGY CONSERVATION LIGHTING RETROFIT PROJECT AT THE BELDEN MAIN LIBRARY FOR AN AMOUNT NOT TO EXCEED \$42,655.00. THIS PROJECT WAS IMPLEMENTED THROUGH AND WITH FINANCIAL INCENTIVES FROM EVERSOURCE. MONTHLY LOAN PAYMENT WILL BE PROCESSED THROUGH UTILITY BILLING FROM EVERSOURCE."**

**** THE MOTION PASSED UNANIMOUSLY.**

E. Health Department

1. Review bids for the fire alarm upgrades at the Health Department building and refer the following to the Common Council for action:

"a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with AM Electric Company, LLC for the Health Department Fire Alarm Upgrade Project for a total not to exceed \$102,000.00."

b. Authorize the Health Department to issue change orders on the Contract for a total not to exceed \$10,200.00"

**** MR. LIVINGSTON MOVED TO "A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH AM ELECTRIC COMPANY, LLC FOR THE HEALTH DEPARTMENT FIRE ALARM UPGRADE PROJECT FOR A TOTAL NOT TO EXCEED \$102,000.00." AND B. "AUTHORIZE THE HEALTH**

DEPARTMENT TO ISSUE CHANGE ORDERS ON THE CONTRACT FOR A TOTAL NOT TO EXCEED \$10,200.00"

Mr. Glenn Iannaccone came forward in favor of the item. He stated that the fire alarm system at the Health Department was originally installed in 1967 when the building was constructed. It was added to by adding another fire alarm panel for the elevator recall. The two panels do not communicate with each other. He stated that there are areas of the building that do not have horn strobe devices. This is a deficiency in the system. After receiving bids, the Purchasing Department and the Health Department recommend the award to the apparent low bidder.

**** THE MOTION PASSED UNANIMOUSLY.**

VI. MISCELLANEOUS/DISCUSSION ITEMS

Mr. Lo stated that GreenSkies presented a balanced 72 page agreement. The agreement has not been executed yet.

ADJOURNMENT

**** MR. BONENFANT MOVED TO ADJOURN.**

**** THE MOTION PASSED UNANIMOUSLY.**

The meeting was adjourned at 9:08 p. m.

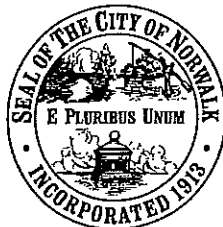
Respectfully submitted,

Tom Blaney
Telesco Secretarial Services

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 1, 2017

Common Council Land Use Committee
Norwalk City Hall
125 East Avenue
Norwalk, Connecticut 06851

Re: **Option To Purchase Agreement**
11 Belden Avenue & Wilton Avenue Property

Dear Ladies and Gentlemen:

The City of Norwalk ("City") and the Norwalk Public Library Foundation (the "Library Board") desire to acquire land adjacent to the City's library on Belden Avenue (the "Library") for various reasons. In the immediate term, there is a critical need for more parking. In the long term, the City desires to develop a comprehensive plan for a better development of the immediate area surrounding the Library which would include a potential expansion and repurposing of the Library as a cornerstone of the redevelopment of that area. In order to achieve these goals, the City needs to acquire control of the subject property at 11 Belden Avenue (the "Property") which is currently owned by 587 CT Ave, LLC (the "Seller").

The proposed draft Option To Purchase Agreement (the "Agreement") is attached hereto as **Exhibit 1**. The Agreement has been executed by the Seller and the Library Board. Please note that we are still in the process of working with the Seller to complete a final draft of the Agreement, including certain documents that will be attached thereto and incorporated therein as exhibits to the Agreement. However, the draft Agreement that is attached hereto provides all of the substantive terms of the deal and any additional revisions, additions and/or deletions amongst the lawyers during the process of completing a final draft shall not significantly change any of the principal terms.

An appraisal of the current fair market value of the Property was confidentially disclosed to you at an executive session on May 9, 2017. As you know, the contents of the appraisal must be kept in strict confidence and not disclosed to anyone else under any circumstances whatsoever because the appraisal discloses the Seller's confidential income and expense information regarding the Property which Connecticut law recognizes as confidential information that is not subject to disclosure under the Freedom of Information Act.

The Agreement provides that the City receive a six (6) year option to purchase the Property for \$4,885,000. During the six year option period, the City would get the significant advantage of having the guaranteed option to purchase the Property for a specific number that is clearly within the range of today's fair market value, during which time the City will work to develop a comprehensive plan for a redevelopment of the area, which would include the expansion and repurposing of the Library. The City will also receive a leased area to provide critically needed parking to the Library as set forth in the attached plan (*See, Exhibit 2*). As consideration for the option to purchase the Property and lease for the Library parking, the City agrees to pay the Seller four hundred and sixty thousand dollars (\$460,000) upon the full execution of the agreement.

The City and Library Board are currently in discussions with the Norwalk Parking Authority in order to develop a plan by which the Parking Authority will manage the parking area. Most likely the parking area will be available to the general public on a paid basis and Library patrons using the Library would be able to use the parking area for free by having a parking ticket validated by the Library staff. The terms of any future agreement between the City, Library Board and Parking Authority will need to be considered and approved by the Parking Authority, Library Board and Common Council at future meetings which will hopefully take place during the next few months.

Please note that the Agreement is scheduled to also be considered by the Planning Commission at its meeting on June 20, 2017 in order to provide an advisory report pursuant to C.G.S. § 8-24. The funding for the proposal will be considered by the Board of Estimate and Taxation at its meeting on July 10, 2017 and a special meeting of the Finance Committee of the Common Council which has yet to be scheduled. I respectfully request that the Land Use Committee vote in favor of the proposed Agreement and move this Agreement forward for consideration by the full Common Council for a final vote at its meeting on July 11, 2017.

Thank you for your consideration of this matter.

Very truly yours,



Mario F. Coppola
Corporation Counsel

Enclosures

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EXHIBIT 1

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**OPTION TO PURCHASE AGREEMENT
BY AND BETWEEN
THE CITY OF NORWALK,
THE NORWALK PUBLIC LIBRARY BOARD
AND
587 CT AVE, LLC**

THIS AGREEMENT is made this _____ day of _____, 2017 by and among the City of Norwalk, Connecticut acting herein by its Mayor, Harry W. Rilling, duly authorized (hereinafter "the City"), the Norwalk Public Library ~~Board~~, *Foundation Inc.*, acting herein by its President, Alex A. Knopp, duly authorized (hereinafter the "Library Board"), and 587 CT AVE, LLC, acting herein by its Managing Member, Jason Milligan, duly authorized (hereinafter "CT AVE LLC"), granting the option to purchase certain Properties owned by CT AVE LLC.

WHEREAS, the Parties have agreed upon a mutual goal of the coordinated revitalization of certain downtown areas of Norwalk incorporating the neighborhoods of Belden Avenue, Mott Avenue, in order to pursue the goal of positively transforming the community (the "Development Plan"); and

WHEREAS, the Parties acknowledge that the success of the Development Plan depends upon the preservation of opportunities both to expand dedicated parking for patrons of the Norwalk Public Library and to modernize the Library's physical facility located at Belden Avenue; and

WHEREAS, the purpose of this Agreement is to establish the terms and conditions for the transactions which the Parties agree to be essential to the success of the Development Plan;

NOW, THEREFORE, in consideration of the promises and agreements on behalf of the Parties, and the valuable consideration recited herein (the receipt and sufficiency of which are hereby acknowledged), the parties agree as follows:

I. THE SUBJECT PROPERTY

The real property subject to this Agreement is identified as 11 Belden Avenue, also known as District 1, Block 35, Lot 21 (the "Belden Avenue Property"); and are more specifically described on **Schedule A**, attached hereto.)

II. THE BELDEN AVENUE PROPERTY

A. OPTION TO PURCHASE

1. CT AVE LLC hereby gives the City the exclusive right and option to purchase the Belden Avenue Property pursuant to the terms and conditions set forth in this Agreement.
2. The option hereby granted shall expire six (6) years from the date that this Agreement is fully executed by all Parties, time being of the essence, unless exercised by the City pursuant to the terms set out in paragraph 3 hereof or otherwise extended by mutual written agreement of the parties. Upon the expiration of the Option, this Agreement shall automatically terminate without further action by any party.
3. The Option must be exercised by the City sending written notice together with a deposit of TWENTY-FIVE THOUSAND Dollars (\$25,000.00) to CT AVE LLC no less than SIXTY (60) DAYS prior to requested closing date. The closing must take place on or before the final date of the Option unless there is a written agreement of the Parties to allow for a later date to close. The agreed upon fixed purchase price is FOUR MILLION EIGHT HUNDRED EIGHTY FIVE THOUSAND Dollars (\$4,885,000). The conveyance shall be made by Warranty Deed transferring good and marketable title free and clear of all liens and encumbrances, except as may be agreed to by the City.
4. CT AVE LLC acknowledges that it currently leases the entire second floor of the Belden Avenue



Property to Milligan Real Estate LLC (MRE) pursuant to a month-to-month lease. So long as MRE is still a tenant of the Belden Avenue Property at the time that this Property is conveyed to the City, the City agrees that MRE will be allowed to continue its occupancy of the second floor pursuant to a written Lease agreement with the City, for a period of six (6) months from the date the City takes title to the Property. No rent shall be due to the City during this Six (6) month lease period.

5. CT AVE LLC shall not as of the date of this Agreement, enter into any new lease or extend any existing lease for any portion of the Belden Avenue Property the terms of which would extend beyond the six (6) year Option period, without the prior written consent of the City, which consent shall not be unreasonably withheld. The terms of any such lease shall provide that the lease shall attorn to the City upon the transfer of the property contemplated herein.
6. During the Option period CT AVE LLC shall not deliberately, physically damage the building or property at the Belden Avenue Property.

B. LEASE TO CITY

1. CT AVE LLC agrees to grant the City a six (6) year lease of the parking area situated on the Belden Avenue Property for its exclusive use as adjunct parking for the Norwalk Public Library (the "Library"). The lease term shall commence as of the date that this Agreement is fully executed by the parties and Option Payment is made to CT AVE. LLC, pursuant to paragraph III.1. The Lease area is depicted on the map attached hereto as **Exhibit A**. The rent under the lease shall be One Dollar (\$1.00) per year. The terms of the lease shall be as set forth in the attached document incorporated herein as **Exhibit B**. Throughout the term of the Lease the City shall be responsible for all maintenance and management of the leased area.

2. The Lease to be granted to the City hereunder, shall include the right in the City to use the berm area adjacent to the current row of Library parking on the west side of the Library building, as shown and depicted on the map attached hereto as Exhibit A, in order to construct and incorporate an additional row of parking for the exclusive use of Library patrons. CT AVE LLC will assist and cooperate with the City in obtaining any permits and approvals needed for this use.
3. CT AVE LLC agrees that it will make available for use by the Library patrons on a non-exclusive basis, the parking spaces depicted on Exhibit A from the date of delivery by the City of this Agreement in draft form until such time as a formal lease is executed by the Parties, so long as the application to withdraw the appeal of the zoning approval as set out in Section III paragraph 6 below is approved by the Superior Court, Judicial District of Stamford-Norwalk at Stamford by the Library Board. CT AVE LLC shall install appropriate temporary barriers along the border of the parking area in order to delineate and separate such area from the remainder of the Belden Avenue Property.

III. CONSIDERATION FOR THE OPTION

1. As consideration for the Option to Purchase and the Lease of the Belden Avenue Property, the City agrees to pay to CT AVE LLC FOUR HUNDRED SIXTY THOUSAND DOLLARS (\$460,000.00) (the "Option Payment") on or before August 31, 2017, time being of the essence.
2. The City does not make any representations whatsoever that it will be able to obtain the necessary City agency approvals and funding in order to execute this Agreement and tender the Option Payment to CT AVE LLC prior to August 31, 2017. However, at the insistent request of CT AVE LLC, the City shall endeavor, but will not be obligated in any whatsoever, to obtain all



of the necessary City agency approvals by June 27, 2017 and to have this Agreement executed by the Mayor and the Option Payment tendered to CT AVE LLC by July 14, 2017. If the City is not able to obtain all of the necessary City agency approvals by June 27, 2017, the City shall endeavor, but will not be obligated in any whatsoever, to obtain all of the necessary City agency approvals by July 11, 2017 and to have this Agreement executed by the Mayor and the Option Payment tendered to CT AVE LLC by July 28, 2017. If the City fails to make the Option Payment by August 31, 2017, it shall have no further interests or rights of any kind in the Belden Avenue Property, unless otherwise extended by mutual written agreement of the parties.

3. Upon the payment of the Option Payment, CT AVE LLC shall immediately file a withdrawal of its application and zoning permit for the 69 unit residential apartment located at 11 Belden Avenue, Norwalk, CT, a project identified as "Lofts at Mott Ave", and further agrees not to resubmit any proposal for such location until the happening of the following: a) the six (6) year option period for the Belden Avenue Property referenced above has expired, and b) the City has failed to exercise its option to purchase the Belden Avenue Property in accordance with the terms of this Agreement, or c) the City agrees in writing in advance to permit the submission of such a proposal. An -undated- copy of the Withdrawal from CT AVE LLC is attached hereto as **Exhibit C**.
4. Upon the execution of this Agreement by CT AVE LLC, the Library Board will immediately file an application for the withdrawal of its administrative appeal of the approval of the "Lofts at Mott Ave" Project filed in Stamford Superior Court, entitled *Norwalk Public Library Foundation, Inc. vs. Zoning Commission of the City of Norwalk and 587 CT AVE, LLC*, Docket Number FST-CV16-6028970-S ("Library Board Appeal"). That withdrawal is being held in



escrow and a copy is attached hereto as **Exhibit D**. The Library Board will take reasonable steps to encourage the other plaintiff party to the appeal to also withdraw its appeal.

IV. GENERAL TERMS

1. The Parties acknowledge that the proposed conveyances and lease with the City is required to be reviewed by the Norwalk Planning Commission pursuant to Connecticut General Statutes Section 8-24 and finally approved and authorized by the Norwalk Common Council.
2. The Parties agree that the timelines stated herein should be observed and enforced without delay. However, if any Party requests an extension of time, such extension shall be granted only by agreement expressed in a signed, written amendment hereto.
3. The Parties represent to each other that to the best of their knowledge and information:
 - a. The Property to which they have title is not subject to any leases, tenancies, subleases or other use or occupancy rights, recorded or unrecorded, written or oral, other than Peoples Bank, Milligan Real Estate LLC, and Body 4 Brain. Any relevant changes after the date hereof shall be updated and set forth in writing prior to closing.
 - b. The entering into this Agreement and the sale of Property pursuant to the terms and conditions hereof (i) shall not constitute a violation or breach by such Party of (1) any contract, agreement, understanding or instrument to which it is a party or by which the Party is subject or bound; or (2) any judgment, order, writ, injunction or decree issued against or imposed upon them; and (ii) will not result in the violation of any applicable law, order, rule or regulation of any government or quasi-governmental authority.
4. There are no (i) claims, actions, suits, condemnation actions or proceedings pending or, to the best of the Party's knowledge, threatened against such Party or such Party's Properties- which

would materially and adversely affect its Property, or (ii) violation of any law, statute, governmental regulations or requirement, which would materially and adversely affect any such Property, except as noted herein. There is currently litigation pending in the Connecticut Superior Court Judicial District of Stamford/Norwalk at Stamford described - S & E PROPERTIES, LLC v. 587 CT AVE, LLC Docket No. FST-CV 15-6026730-S between the owner of 15 Belden Avenue and CT AVE LLC concerning rights related to parking on 15 Belden Avenue. CT AVE LLC represents that the outcome of this litigation could affirm a 1948 deed that gives parking rights to CT AVE LLC, on the Belden Avenue Property, or it could determine 11 Belden Avenue has no parking rights on the Belden Avenue Property, or something in between. Each Party will cooperate with the other Party in providing reasonable access to records and documentation in such Party's possession or control for review, including but not limited to any leases and related documentation, surveys, engineering reports, environmental inspection and remediation reports.

5. The Parties each agree that neither of them were represented by a broker in any transaction described herein.

6. A notice, demand, or other communications under this Agreement by any Party shall be deemed sufficiently given or delivered if hand delivered or if sent by registered or certified mail, postage prepaid, return receipt requested, as follows:

(i) Notices to the City must be addressed to the Mayor at 125 East Avenue, P.O. Box 5125, Norwalk, CT 06856-5125, with a copy to Corporation Counsel at 125 East Avenue, P.O. Box 5125, Norwalk, CT 06856-5125.

(ii) Notices to 587 Ct Ave, LLC must be addressed to 11 Belden Avenue, 2nd Floor, Norwalk, CT 06850.

(iii) Notices to the Norwalk Public Library Board must be addressed to Alex Knopp, President, Norwalk Public Library, 1 Belden Avenue, Norwalk, CT 06850.

7. This Agreement shall be construed under and governed by the laws of the State of Connecticut.
8. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to conform to the requirements of applicable laws, regulations, statutes, municipal charters and codes.
9. Any right or remedy which any Party to this Agreement may have under this Agreement, or any of its provisions, may be waived in writing by such Party without execution of a new or supplementary Agreement. Any such waiver shall not affect any other rights not specifically waived. If any Party to this Agreement does not exercise or delays in exercising or exercises only in part any of its respective rights and/or remedies set forth in this Agreement for the curing or remedying of any default or breach of covenant or condition, or any other right or remedy, in no event shall such non-exercise, delay or partial exercise be construed as a waiver of full action by such Party or a waiver of any subsequent default or breach of covenant or condition.
10. This Agreement may be amended only by a written document, duly executed by all of the Parties hereto, evidencing the mutual agreement of the Parties to such an amendment.
11. This Agreement will be effective only upon its approval by the Norwalk Common Council.
12. This Agreement shall be immediately recorded on the Norwalk Land Records as an encumbrance on the Belden Avenue Property as soon as the Agreement is fully executed by the parties and the Option Payment is made to CT AVE. LLC, pursuant to paragraph III.1.



IN WITNESS WHEREOF, the Library Board, 587 CT AVE, and the City have caused this Agreement to be duly executed each in its own behalf by the Mayor of the City, the President of the Library Board, and the Manager of 587 CT AVE LLC, respectively. The parties' respective seals are hereunto duly affixed on or as of the date first above written. This Agreement, therefore, constitutes a valid and binding obligation enforceable in accordance with its terms, conditions, and provisions.

[SIGNATURE PAGES FOLLOW]



SCHEDULE A

A handwritten signature or scribble consisting of several overlapping loops and a trailing line extending to the right.

Exhibit A

That certain piece or parcel of land in the Town of Norwalk, County of Fairfield and State of Connecticut, known as No. 11 Belden Avenue and being shown on a certain map or plan entitled "MAP OF PROPERTY PREPARED FOR MARY LEE STIEGLER NORWALK, CONN. Scale: 1" = 20' AUGUST 11, 1978 . . . LEO LEONARD, P.E. & L.S. CONN. REG. NO. 2496", which map or plan is on file with the Norwalk Town Clerk and numbered #8466, reference to which may be had, said piece or parcel of land including the land shown on said map or plan as "8' Strip to be Conveyed to First District", said piece or parcel of land (including said 8' Strip) being bounded:

NORTHEASTERLY	by Belden Avenue 237.53 feet;
SOUTHEASTERLY	by land now or formerly of First Taxing District, City of Norwalk, as shown on said map, 176.93 feet;
SOUTHERLY	by land now or formerly of said First Taxing District, City of Norwalk, as shown on said map, 34.42 feet;
EASTERLY	by land now or formerly of said First Taxing District, City of Norwalk, as shown on said map, 225.65 feet;
SOUTHERLY AGAIN	by Mott Avenue, 80.00 feet;
WESTERLY	by land now or formerly of Norwalk Aerie No. 588 Fraternal Order of Eagles, as shown on said map, 286.43 feet;
SOUTHWESTERLY	by land now or formerly of said Norwalk Aerie No. 588 Fraternal Order of Eagles, as shown on said map, 7.69 feet;
NORTHWESTERLY	by land now or formerly of Walter Whitton, as shown on said map, 214.05 feet.

Being the same land conveyed to Mary Lee Stiegler by instrument dated February 3, 1969, recorded in the Norwalk land records in Volume 710, at Page 744.

Together with and subject to the reciprocal rights of way and easements set forth in two certain instruments recorded in the Norwalk land records in Volume 338, at Pages 389 and 390, respectively.

And together with and subject to the right of way, rights and reservations set forth in a certain instrument recorded in the Norwalk land records in Volume 334, at Page 246.



Exhibit B

1. Governmental laws and restrictions applicable to the Property.
2. The lien of non-delinquent general real estate taxes, special assessments and other governmental taxes and charges constituting a lien on all or any part of the Property.
3. The leases assigned to Grantee by separate document of near or even date herewith.
4. Rights of vendors and service providers under contracts assigned to Grantee by separate document of near or even date herewith.
5. Any state of facts that would be disclosed by and inspection of the Property or by an accurate survey of the Premises.

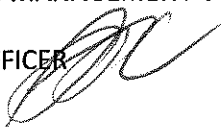


EXHIBIT 2

{00024948.DOCX 1}



DEPARTMENT OF FINANCE
PURCHASING DIVISION

TO: MEMBERS OF LAND USE & BUILDING MANAGEMENT COMMITTEE
 FROM: SHARON CONNERS, PURCHASING OFFICER 
 DATE: JUNE 29, 2017
 RE: 3725-ROOF REPAIRS-LOCKWOOD MATHEWS MANSION MUSEUM – PHASE IV

In 2017, the City's Purchasing Department solicited bids for Roof Repairs at Lockwood Mathews Mansion Museum – Phase IV project. Work on the Lockwood Mathews Mansion Museum consisted of installation of a Kemper System on the flat roofs, re-flashing the dormers on the four remaining flat roofs that have not previously replaced.

On May 9, 2017, the Common Council awarded the project to DOMUS Constructors, LLC.. Upon further review of the project, the Invitation to Bid package and the bid submission documents, it was determined that unit prices were requested in the submissions without providing the estimated quantities to the bidders and the award should be based on the apparent low bidder of base submission.

The Purchasing Department and the Historical Commission would like to award to the apparent low bidder, G.L. Capasso, Inc.

ACTION REQUESTED

- a. Rescind Common Council Action of May 9, 2017 Item VII, B, 4a and 4b which authorized the following:

"4a. Authorize the Mayor, Harry W. Rilling, to execute a contract with Domus Constructors LLC, for roof repairs on the Lockwood Mathews Mansion Museum for a total not to exceed \$167,400. Account No: 0917/18 6310 5777 C0092"

"4b. Authorize the Historical Commission to execute change orders on Contract for a total not to exceed \$30,000.00"

- b. New action: Authorize the Mayor, Harry W. Rilling to execute an agreement with G.L. Capasso, Inc. for 3725 Roof Repairs-Lockwood Mathews Mansion Museum – Phase IV for a total not to exceed \$123,500.00. Account No: 0917/18 6310 5777 C0092

Authorize the Historical Commission to issue change orders on Contract for a total not to exceed \$12,350.00

Historical Commission
City of Norwalk
125 East Ave
Norwalk, CT 06851

April 25, 2017

Land Use & Building Management
Common Council, City of Norwalk
125 East Avenue
Norwalk, CT 06851

Dear Committee Members:

The Historical Commission has worked with architects to develop a multi-phase plan to resolve the roof leaks at the Lockwood Mathews Mansion. We have completed three phases and received bids for the fourth phase. A bid summary is attached.

This phase will replace the four remaining flat roofs that have not been previously replaced, complete the re-flashing of the large dormers that were not done in previous phases, and line all of the gutters with flashing material to prevent leaking from ice build-ups. The two chimney caps that were destroyed in Hurricanes Sandy and Irene will also be replaced.

We do not know the conditions of the sheathing underneath the flat roofs until these are removed. Additionally, there may be some minor re-pointing that may be required as the work is conducted. Therefore, we are recommending a contingency budget of \$30,000 for this project.

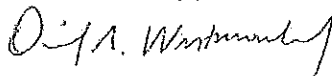
Purchasing issued an RFP to solicit bids for the project based upon specifications developed by our architect. We are recommending awarding the bid to the low bidder, DOMUS Constructors LLC, in the amounts of \$167,400 for the base bid and \$30,000 of contingency for a total authorization of up to \$197,400.00. See attached for the bid summary.

The proposed action is:

AUTHORIZE THE MAYOR TO EXECUTE A CONTRACT WITH DOMUS CONSTRUCTORS LLC, FOR ROOF REPAIRS ON THE LOCKWOOD MATHEWS MANSION IN THE AMOUNT NOT TO EXCEED \$167,400. ACCOUNTS 09176310 5777 C0092 and 09186310 5777 C0092.

AUTHORIZE THE HISTORICAL COMMISSION TO EXECUTE CHANGE ORDERS ON THE CONTRACT NOT TO EXCEED \$30,000.

Sincerely yours,



David G. Westmoreland
Chairman

Attachment

3725R Roof Repair -Lockwood Mathews Mansion Museum Phase IV
 04/07/17

Bid Comparison / Assessment:
 Total Available funds 300,000
 Fees (Not to Exceed) 7,500
 10% Contingency (based on total budget) 30,000
 Construction 262,500

Bidder	Capasso		Domus	
	<u>Unit Cost</u>	<u>Cost</u>	<u>Unit Cost</u>	<u>Cost</u>
Accept:				
<u>Base Bid</u> A. Kemper Roofing		76,200.00		87,000.00
B. Re-flashing Dormers		47,300.00		42,000.00
C. Re-line Gutters (\$/LFx 800LF)	102/LF	81,600.00	45/LF	36,000.00
D. New Chimney Caps (\$ x2)	2,950 Ea.	5,900.00	1,200 Ea.	2,400.00
		<u>\$ 211,000.00</u>		<u>\$ 167,400.00</u>
From \$30,000 Contingency Fund as needed:				
E. Roof Sheathing Replacement (\$/SF x 2200SF)	5.75/SF		25.00/SF	
F. Repointing	15.00/LF		38.00/LF	
CONTINGENCY		\$ 30,000.00		\$ 30,000.00
TOTAL		\$ 241,000.00		\$ 197,400.00

Base Bid

? \$123,500

? \$129,000



Date: June 27, 2017

To: Members of Land Use & Building Management Committee

From: William Hodel, Director of Facilities & Maintenance

Re: Norwalk Public Schools - Cranbury Elementary School Asbestos Removal

Cranbury Elementary School has been approved for the removal of asbestos floor tiles as part of the 2016-17, City Capital Budget in the amount of \$300,000.00. This scope of this project applies to twelve locations (12) which includes classrooms along the "B" wing and the main kitchen. Asbestos floor tile has been present at Cranbury Elementary School since construction of the school in the 1957, and many areas have been compromised which allows itself to a removal process. Vinyl composite tile will be installed in place of asbestos floor tile and in some areas, carpet tile will be installed.

The Facilities Department solicited quotes from four (4) vendors all of which are registered with the State of Connecticut as licensed asbestos removal firms.

Below is a summary of all quotes received:

FIRM	STATE CONTRACT #	LUMP SUM AMOUNT
AAIS CORP.	16PSX0110AD	\$91,021.00
BESTECH INC. OF CONNECTICUT	16PSX0110AA	\$87,300.00
HAZ-PROS, INC.	16PSX0110AB	\$73,600.00
ENVIORNMENTAL SERVICES, INC.	16PSX0110AC	NO QUOTE ISSUED

Upon review of all received quotes, the Purchasing Department and the BOE Facilities Dept. respectively recommend the award to the apparent lowest cost firm, HAZ-PROS, INC.

ACTION REQUESTED:

- Authorize the Mayor, Harry W. Rilling to execute a contract with HAZ-PROS, INC., for the Cranbury Elementary School Asbestos Removal Project for a total not to exceed \$73,600.00. Funding for this project is available from account #09175010 5777 CO595.
- Authorize BOE Facilities Dept. to issue Change Orders for a total not to exceed \$7,360.00.

cc: Thomas Hamilton
Frank Costanzo
George Sevc
Alan Lo
Ben Luce

TO: MEMBERS OF LAND USE & BUILDING MANAGEMENT COMMITTEE

FROM: ALAN LO, BUILDING & FACILITIES MANAGER *AL*

DATE: JUNE 29, 2017

RE: NORWALK MUSEUM – FAN COIL UNIT REPLACEMENT

The Norwalk Museum (aka the Lockwood House) was built in 1973. The fan coil units providing heating and air conditioning throughout the building are now 44 years old. As these units have reached the end of their life cycle, we are experiencing pneumatic control issues, leaky coils and unavailability of replacement parts.

Last year, the City issued a bid package to replace the HVAC system. The bids were approximately \$160,000, in excess of the available budget. Subsequently, we decided to break-up this project into three components (fan coils, plumbing installation and control work) in an effort to reduce costs. We received a quote from our approved control contractor to replace the existing pneumatic system with wireless control valves and energy management system for approximately \$40,000. We also obtained a quote directly from the fan coil manufacturer for approximately \$20,000. Recently, we purchased one unit and had our in-house mechanic installed it. Based on our installation procedure, we developed a bid package and the City’s Purchasing Department solicited bids for labor only for the replacement of twenty-nine (29) new fan coil units, with the City supplying the equipment. A total of three (3) bids were received:

FIRM	Lump Sum Proposal Price
R&R Mechanical Services, LLC	\$29,000.00
Southport Contracting, Inc.	\$31,500.00
Sav-Mor Cooling & Heating, Inc.	\$60,000.00

After reviewing the bids, the Purchasing Department and the Office of Building Management are recommending the award to the apparent lowest bidder, R&R Mechanical Services, LLC.

ACTION REQUESTED:

- a. **Authorize the Mayor, Harry W. Rilling, to execute an agreement with R&R Mechanical Services, LLC for Norwalk Museum fan coil replacement project for a total not to exceed \$29,000.00. Account #09144071 5777 C0325.**
- b. **Authorize the Office of Building Management to issue change orders on contract for a total not to exceed \$2,900.00.**