



**TOWN OF MANSFIELD
TOWN COUNCIL MEETING
Monday, March 24, 2014
COUNCIL CHAMBERS
AUDREY P. BECK MUNICIPAL BUILDING
7:30 p.m.**

**7:25 PM: Ceremonial
Presentation to swear in
Assistant Fire Chief
George Thompson III**

AGENDA

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ROLL CALL	
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**EXECUTIVE SESSION
ADJOURNMENT**

SPECIAL MEETING – MANSFIELD TOWN COUNCIL

March 10, 2014

DRAFT

Mayor Elizabeth Paterson called the regular meeting of the Mansfield Town Council to order at 6:00 p.m. in the Council Chamber of the Audrey P. Beck Building.

I. ROLL CALL

Present: Kegler, Marcellino, Moran, Paterson, Raymond, Ryan, Shapiro, Wassmundt

II. TOWN COUNCIL GOAL SETTING

Town Manager Matt Hart opened the session with a description of the following handouts:

- Town Council Identification of Key Issues, Potential Goals and Action Steps which captures the points and discussion of the January 27, 2014 meeting
- A document outlining major issues and goals submitted by Mayor Paterson for the Democrats
- Draft Vision Statement for the Mansfield Tomorrow Plan

Director of Planning Linda Painter presented a time table for the Mansfield Tomorrow Plan noting that the goal is to incorporate the comments of the Planning and Zoning Commission public hearing process and those of the advisory committees prior to the Town Council's public hearing process and deliberations.

Members discussed the goal statements and action steps for the following identified issues: economic development, education, financial management, open space and agriculture, quality of life, service delivery and sustainability. Using the information discussed, the Town Manager and Assistant Town Manager will work up a draft to present to the Council at the next meeting.

III. ADJOURNMENT

Ms. Moran moved and Mr. Shapiro seconded to adjourn the meeting at 7:25 p.m. The motion passed unanimously.

Elizabeth C. Paterson, Mayor

Mary Stanton, Town Clerk

March 10. 2014

REGULAR MEETING – MANSFIELD TOWN COUNCIL
March 10, 2014
DRAFT

Mayor Elizabeth Paterson called the regular meeting of the Mansfield Town Council to order at 7:30 p.m. in the Council Chamber of the Audrey P. Beck Building.

I. ROLL CALL

Present: Kegler, Marcellino, Moran, Paterson, Raymond, Ryan, Shapiro, Wassmundt
Excused: Kochenburger

II. APPROVAL OF MINUTES

Mr. Ryan moved and Mr. Shapiro seconded to approve the minutes of the February 24, 2014 special meeting, as presented. Motion passed unanimously. Mr. Shapiro moved and Mr. Ryan seconded to approve the minutes of the February 24, 2014 regular meeting, as presented. Motion passed unanimously.

III. PUBLIC HEARING

1. Proposed Amendments to the Ordinance Regarding Regional Council of Governments

Town Manager Matt Hart explained that at Mansfield's request the Connecticut Office of Policy and Management (OPM) has recently designated the Town as a member of the Capitol Planning Region. The proposed changes to the ordinance will withdraw the Town from Windham Region Council of Government (WINCOG) and authorize membership in the Capitol Region Council of Governments (CGCOG).

IV. OPPORTUNITY FOR PUBLIC TO ADDRESS THE COUNCIL

Arthur Smith, Mulberry Road, commented on the town attorney search. (Statement attached)

Ron Baker, Storrs Road, thanked the Council members for all their work for the community.

Brian Coleman, Centre Street, asked that when CL&P is trimming trees that they make sure the wood goes to the property owner.

V. REPORT OF THE TOWN MANAGER

In addition to his written statement the Town Manager commented that the rating sheet for the town attorney search was developed with Personnel Committee input.

VI. REPORTS AND COMMENTS OF COUNCIL MEMBERS

Ms. Moran suggested that in addition to the efforts of staff and Council members to present the Town's case to area legislators and at legislative public hearings the Republican members consider talking to legislative members of their own party.

In response to comments by a citizen, Ms. Moran noted the RFQ issued for the town attorney elicited a number of responses from law firms all of which have extensive municipal experience. No decisions have been made.

Mr. Shapiro stated that the RFQ did a good job of identifying the essential qualities of a town attorney. Mr. Shapiro is looking forward to the next round of interviews and is baffled by a citizen's comment which suggested a conspiracy.

Mr. Ryan reported that he and Ms. Raymond attended the Four Corners Water and Sewer Advisory Committee at which the sewer design was presented. The plan is to have the details finalized so that a November referendum can be scheduled.

March 10, 2014

Ms. Wassmundt expressed her disagreement with the Mayor's ruling regarding the exchange of notes between Councilors and the public during a meeting. Ms. Wassmundt noted that Council members who use electronic devices do have the ability to communicate with others during a meeting. (Statement attached)

Mayor Paterson reported that she attended the 90th birthday party of George Zlotnick and presented him, on behalf of the Town, with a proclamation. Mr. Zlotnick is a longtime resident, veteran, and business owner. The Mayor wished Mr. Zlotnick and his family continued health and long life.

Mr. Shapiro moved and Ms. Moran seconded to move Item 5, Presentation: Connecticut Light & Power re: Tree Trimming, and Item 6, UCONN STEM Residence Hall and Engineering/Science Building, ahead of Old Business.

The motion passed unanimously.

VII. OLD BUSINESS

2. Proposed Amendments to the Ordinance Regarding Regional Council of Governments

Mr. Shapiro moved to suspend the Town Council Rules of Procedures and pursuant to Rule 6 consider the Ordinance Regarding Regional Council of Government this evening. Seconded by Ms. Moran the motion passed unanimously.

Mr. Shapiro moved and Ms. Moran seconded effective March 10, 2014, to approve the proposed amendments to the Ordinance Regarding Regional Council of Governments, which amendments shall repeal and replace the former ordinance in its entirety and be effective 21 days after publication in a newspaper having circulation within the Town of Mansfield.

The motion passed unanimously.

3. Community/Campus Relations

The UCONN public scoping meeting for the proposed residence hall and Engineering and Science Building will take place on March 17, 2014. The Town-University Relations Committee meeting will take place on March 11, 2014 at 4:00 p.m. Mr. Hart also reported that UCONN has embarked on the preparation of a master plan for the Storrs campus and the committee includes two Town staff members representing the Town. Members discussed the need for an impact study regarding UCONN's Next Generation project and the Tech Park; who should finance the study; and the importance of the Town being in charge of the direction of such a study.

Mr. Ryan moved and Ms. Moran seconded to authorize staff to work with the UCONN administration to issue a RFQ to recommend to the Town Council a qualified consultant to conduct an impact study regarding UCONN's Next Generation project and related projects.

The motion passed with all in favor except Mr. Kegler, Ms. Raymond, and Ms. Wassmundt who voted against the motion

4. Storrs Center Update

Mr. Hart announced the opening of GBS Threading and Spa. In response to Councilors' questions, Mr. Hart commented that the Nash Zimmer Transportation Center will be opening in early April and that he will provide copies of the Municipal Development Plan for Storrs Center indicating the Town's responsibility regarding the roads within the condominium section.

VIII. NEW BUSINESS

March 10, 2014

5. Presentation: Connecticut Light & Power re: Tree Trimming
Sean Johnston and Steve Child of Connecticut Light & Power provided an update on the different levels of tree trimming planned in parts of Mansfield and discussed the notification process. Citizens were urged to contact customer service at 1-800-286-2000 if they have any problems after the trimming. In areas of more intense trimming a representative will personally contact home owners prior to any activity. Mr. Johnston will look at the most recent trimming history on Fern Road and report back to the Town Manager. In response to a citizen comment regarding the ownership of the cut wood, Mr. Johnston suggested home owners put out a sign once the crew is no longer there.

6. UCONN STEM Residence Hall and Engineering/Science Building
Director of Planning and Development Linda Painter and UCONN Environmental Compliance Manager Jason Coite described the March 17, 2014 public scoping process for the proposed residence hall and Engineering and Science building. The suggested letters include the comments of the Planning and Zoning Commission regarding the need for a campus master plan prior to additional construction, the need for traffic studies evaluating the impacts on local roads, and the need to reduce impacts on the Eagleville Brook watershed.

Mr. Shapiro moved and Mr. Ryan seconded, effective March 10, 2014, to authorize the Mayor to co-sign the attached letters to the University regarding the proposed new Residence Hall and Engineering and Science Building.
The motion passed unanimously.

7. Response to Council Inquiry re: Technological Divide
Library Director Leslie McDonough and IT Director Jaimie Russell reviewed their report which shows that, in an attempt to offer all residents the information they need, The Town provides technological opportunities for accessing information but has not abandoned the availability of traditional means.

IX. DEPARTMENTAL AND COMMITTEE REPORTS

No comments offered

X. REPORTS OF COUNCIL COMMITTEES

No comments offered.

XI. PETITIONS, REQUESTS AND COMMUNICATONS

8. J. Goodwin re: Innovative Partnership Building Comparative Evaluation
9. B. Finch re: Senate Bill No. 858
10. R. Pfau re: A Commendation for Fine Roads Work
11. M. Hart re: Overtime and Fringe Benefit Rate for Resident Troopers
12. V. Walton re: Senate Bill No. 67
13. State of Connecticut General Assembly re: Request for the Program Review and Investigations Committee to Conduct a Municipal Needs Capacity Study
14. Community Renewal Team re: Programs and Services
15. Connecticut Light & Power re: CL&P Kicks Off Initial Work on Interstate Reliability Project
16. Connecticut Light & Power re: Plan Before You Hike
17. Freedom of Information Commission Annual Conference
18. Invitation from Mansfield Tomorrow
19. The Last Green Valley – Clean Up! Green Up!

XII. FUTURE AGENDA

Mr. Marcellino requested the Council consider writing the Probate Court Administrator to see how the court could be made more accessible to residents. The Town Manager

March 10, 2014

will provide a report on the state's consolidation and the process the four towns used to determine the location.

Town Manager Matt Hart requested the Council invite the Housing Authority to a meeting to discuss Section 8 housing and to schedule an update on the Masonicare Independent/Assisted Living Project.

Ms. Wassmundt requested the Council review electronic communications and the Town Council Rules of Procedure and whether the use of electronics disadvantages those who do not have similar access.

XIII. ADJOURNMENT

Ms. Raymond moved and Ms. Moran seconded to adjourn the meeting at 9:05 p.m.
Motion passed unanimously.

Elizabeth C. Paterson, Mayor

Mary Stanton, Town Clerk

March 10, 2014

ARTHUR A. SMITH
74 Mulberry Road
Mansfield, CT 06250

March 10, 2014

Town Council &
Town Manager
Audrey P. Beck Building
4 South Eagleville Road
Mansfield, CT 06268

Re: The Process of Selecting A Town Attorney

Dear Members of the Town Council and Town Manager:

Next Wednesday at 2:00 the interview process for a Town Attorney will resume. And, despite the inclement weather causing re-scheduling delays, it continues at a pace that seems to be the modus operandi of those three Democratic members on the Council, those ideologues, who put state party politics above good local governance- decision-making in a vacuum doing "too much, too fast, too soon," in service of a state party machine.

As a life-long Democrat, I deplore the nepotism "politics as usual" approach to local office and committee holdings, and employment appointments, its erosion of public trust, its stifling of meritocracy, and its promotion of obsequious subservience. The Town Attorney search continues this disservice to the residents of the Town.

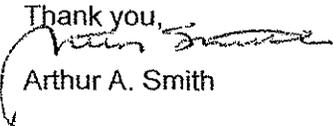
Councilperson Moran, as Chairperson of the Personnel Committee, has advanced a Town Attorney employment search without first soliciting from Town Administration studies in past, current, and forecasted trends in the legal consulting needs of the Town.

No studies, nor even committee discussions, have been introduced that have discussed the benefits and shortcomings associated with: the consolidation of broad spectrum services within one law firm, successor planning in two-partner firms, and the often hidden legal costs associated with public/private economic development opportunities, that are likely to continue in our community.

No new needs have been identified; no new skill-sets are enunciated; and no new configurations of service delivery have been evaluated. [See the attachment for the FORMAT of the questions posed in the RFQ.] Learning on the job, in specialty areas of construction law and land use law, is given no lower priority than coming to the job with years of experience in those specific areas.

No assessment tool of Applicant Attorneys has been utilized that evaluates job experience within municipalities of similar rapid growth, high state land holdings, or with joint public/private economic partnerships. The generic post-interview assessment tool that is used was not developed by the Personnel Committee en bloc, nor through task assignment, but by Maria Capriola, under the unilateral direction and initiation of Toni Moran. The "status quo" is clearly articulated as a priority here, by these serious omissions of probing inquiry.

Thank you,


Arthur A. Smith

Town of Mansfield
Town Attorney Services

FORMAT: At a minimum, please have the first and second contacts from your staff that will be assigned to Mansfield in attendance. Please prepare a presentation for us that will answer all of the questions noted below (we will not ask the questions at the interview). Following your presentation, Mansfield staff may have some follow-up questions for you. Interviews will be approximately one hour. Please present for no more than 45 minutes, leaving approximately 15 minutes for questions. If you have any specific technology needs, please let Devon Kulinski know by **INSERT DATE** at Devon.Kulinski@mansfieldct.org.

- 1) Introduce your staff, discuss their expertise and qualifications.
 - Would assigned staff be able to assist in all aspects of the work? Would certain staff members be assigned to portions of the work?
 - Discuss how staff would make themselves available to Mansfield
 - Address response time to inquiries and work assignments
- 2) Provide examples of other municipal clients.
- 3) Have you represented clients on issues related to:
 - Municipal law
 - Contracts
 - Construction law
 - Land Use (Planning & Development)
 - Zoning Enforcement
 - Ordinance Development
 - Code Enforcement
 - Land Acquisition and Easements
 - Freedom of Information Act
 - Other
- 4) Tell us the steps you would take in preparing an ordinance or regulation for the Town?
- 5) Contract review and preparation is a major function of the Town Attorney. How do you approach this task? What are your views generally on the AIA and other standard construction contracts?
- 6) Suppose the Town is in dispute with a contractor on a public works project and needs to decide whether to proceed to mediation under the contract. How would you approach that analysis?
- 7) Are you a member of CAMA (CT Association of Municipal Attorneys)? If so, what benefits does that organization provide?
- 8) Provide examples of related work you have conducted for your municipal clients.

- 9) Please provide an overview of your firm's litigation experience.
 - Please provide an example of a complex or challenging case you represented a Town in that resulted in a favorable outcome for the Town.
- 10) Please discuss how you determined your fee for this RFQ; specifically, what services are provided by the fee and what services will have additional costs?
- 11) Why is your firm the best choice for Mansfield?
- 12) What do you see as trends in the municipal (public) sector? How do you stay on top of trends?
- 13) Any other information you feel is relevant to providing service to Mansfield.

Notes: 3/10/2014

REPORTS & COMMENTS

At the last meeting the Mayor commented on parliamentary procedure; to read her statement, I refer you to page 8 of the packet, paragraph 2, in particular. I disagree with the reasons for the ruling that messages from the public to a council member are not to be allowed; I view receipt of a message as a minor procedural issue and not a disruption of a council meeting. But, more importantly, the statements that members of the Council are "on their own" and "the public may not provide messages to council members during meetings etc." require more thought and possibly discussion. The statements about no messages during meetings and "on their own" would have been fine prior to the electronic age. Now, any member who brings a smart phone, or an iPad or computer has access to any communication at any time. What is to be done about that?

Betty Wassmundt

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**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MWH*
CC: Department Heads
Date: March 24, 2014
Re: Town Council Goal Setting

Subject Matter/Background

Attached please find a draft summary of the goals and objectives during your discussions on January 27 and March 10, 2014.

Recommendation

I recommend that the Town Council vote to formally endorse its stated goals and objectives for the 2014-2015 term. This action would emphasize the importance of the document as a policy instrument. Also, I recommend adding the document to the Council's Policy Index as we have done in the past.

If the Town Council concurs with this recommendation, the following motion is in order:

Move, effective March 24, 2014, to adopt the 2014-15 Town Council Goals and Objectives as presented and to add the document to the Mansfield Town Council policy index.

Attachments

- 1) 2014/15 Town Council Goals and Objectives
- 2) Town Council Policy Index

2014-2015 Mansfield Town Council Goals and Objectives

Economic Development

Goal: Establish policies, procedures, relationships and infrastructure that support a vibrant, diverse and sustainable business community in Mansfield, in accordance with sound land use and Smart Growth principles. ♦

Objectives:

- Focus development and redevelopment efforts in areas designated as appropriate under Plan of Conservation and Development or zoning (e.g. Storrs Center; Four Corners; Perkins Corners; Eastbrook Mall area; Frontage Road).
- Make progress on Four Corners water and wastewater project.
- Increase tax base (new growth), including completion of Storrs Center, in a responsible manner.
- Leverage UCONN Tech Park for job and business growth.
- Participate in UCONN development plans.
- Provide quality customer service to the business community and implement a streamlined permitting process consistent with zoning and other regulations.
- Research the feasibility of allocating resources for a dedicated economic development staff member under Planning and Development.

Education

Goal: Maintain high quality, holistic education for all of Mansfield's youth while celebrating the individuality of each child. ♦

Objectives:

- Identify PreK-8 school infrastructure needs.
- Utilize enrollment projections, including anticipated impact associated with UCONN's expansion, to plan for infrastructure needs.

Financial Management

Goal: Responsibly manage available financial resources to maintain quality services that are responsive to community needs.

Objectives:

- Engage in responsible budgeting; balance service needs with revenue constraints.
- Diversify revenue base in response to declining state revenues.
- Identify replacement schedules for capital needs and allocate resources through the capital budgeting process.
- Review infrastructure needs for the Town and schools; identify capital maintenance needs and lifespan for major buildings and facilities and allocate resources through the capital budgeting process.
- Review financial, human resources, and other policies as needed.

Open Space and Agriculture

Goal: Work with stakeholders to preserve and maintain open space and viable working farms. ♦

Objectives:

- Preserve working farms and enhance agricultural opportunities.
- Acquire, preserve, and maintain open space.

Quality of Life

Goal: Improve quality of life for all residents and stakeholders regardless of (dis)abilities, gender, race, religion, ethnicity, or socio-economic status. ♦

Objectives:

- Reduce blight in neighborhoods town-wide.
- Review feasibility of expanding the rental certification zone town-wide.
- Build a community supportive of young children and families.
- Enhance and maintain athletic fields.
- Ensure Storrs Center owner occupied housing is built to community vision.

Service Delivery

Goal: Provide a range of quality services for quality living. ♦

Objectives:

- Re-define core services.
- Research and identify service sharing opportunities.
- Continue to improve positive Town-University relationships and partnerships.
- Continue to provide Human Services, with a focus on seniors and low to moderate income families.
- Provide support for recreation, health and wellness.
- Build organizational capacity for program evaluation, including a commitment to performance measurement.
- Continue review and implementation of the police services study, as resources permit.
- Evaluate service delivery for Fire and Emergency Services.
- Complete study of impact of Next Generation Connecticut and related UCONN initiatives on Mansfield.
- Consolidate and/or reduce the number of citizen advisory committees; review membership composition and engage residents aged 20's-40's.

Sustainability

Goal: Embrace sustainability as a principle in decision making. ♦

Objectives:

- Embrace sustainability and energy conservation as part of economic development strategy.
- Reduce municipal government's carbon footprint.

♦ Denotes accomplishment, goal or objective links to the Town's following strategic vision points: *Education; Historic Character; Open Space & Working Farms; Housing; Public Safety; Recreation, Health and Wellness; Regionalism; Senior Services; Sustainability; Town-University Relations.*

Approved by the Mansfield Town Council on INSERT DATE
Added to the Mansfield Town Council Policy Index



Whereas from time to time the Council passes resolutions that represent, in whole or in part, broad statements of policy; and

Whereas, although these policy statements are not binding on future Council action, it is advisable to have these statements organized and available to the public:

Therefore be it Resolved, that

The Town Clerk shall maintain a document, in both printed and electronic updateable forms, entitled "Policy Resolutions of the Mansfield Town Council." The printed version shall be available at the Town Clerk's office, the Town Manager's office, and the Mansfield Public Library. The electronic version shall be available via the Town's web site. Updates shall be transmitted to email subscribers who indicate an interest in receiving them.

Resolutions that represent policy statements may be entered into the document by vote of the Council. Such statements shall have a title and contain the words "said resolution shall be entered in "Policy Resolutions of the Mansfield Town Council" or similar wording.

Each resolution or portion of a resolution so designated for inclusion in the document shall be identified by its title and accompanied by the date of its enactment. A portion of a resolution (i.e., policy preamble) shall be accompanied by a statement that places it in the context of the resolution of which it is a part.

Previous resolutions passed by the Council may be included in the document by vote of the Council and shall be entered in the document as above, with an appropriate title. Notations in the document shall include the date of the original passage of the resolution and the date in which it was entered in the document.

Resolutions in the document may be deleted, added to, or otherwise amended by vote of the Council. Notations in the document shall include the date of original passage and the date of amendment or, if the resolution is deleted in its entirety, the document shall retain the title and the date of original passage and a notation as to the date of its deletion.

Adopted March 10, 2008

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Index of Approved* Legislative Policies

View the Policy establishing an [Index of Policy Resolutions of the Mansfield Town Council](#)

Per the Resolution:

"Resolutions that represent policy statements may be entered into the document by vote of the Council. Such statements shall have a title and contain the words "said resolution shall be entered in "Policy Resolutions of the Mansfield Town Council" or similar wording."

* This list is not inclusive of *all* Resolutions adopted by the Council.

Listing files in 'Town Council - Legislative Policies'

- [Bargaining Units - April 20, 2009](#)
- [Clean Energy Campaign - July 11, 2005](#)
- [Communicating of Mansfield Positions - February 2, 2000](#)
- [Community Sewer Policy - December 14, 1987](#)
- [Fair Housing Policy - April 26, 2010](#)
- [Guidelines for Negotiation of Agreements \(Storrs Center Development Entities\) - August 11, 2008](#)
- [Index of Policy Resolutions of the Mansfield Town Council - March 10, 2008](#)
- [LEED Municipal Building Policy - October 25, 2004](#)
- [Non-Discrimination Policy - November 10, 2008](#)
- [Open and Transparent Government - November 22, 2010](#)
- [Snow & Ice Removal Policy - September 11, 1991](#)
- [Universal Health Care - August 2008](#)



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**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MWH*
CC: Maria Capriola, Assistant Town Manager; Cherie Trahan, Director of Finance; Patricia Schneider, Director of Human Services
Date: March 24, 2014
Re: Mansfield Housing Authority Section 8 Program

Subject Matter/Background

As discussed, I have invited Executive Director Rebecca Fields and members of the Mansfield Housing Authority to provide the Town Council with an update concerning the financial issues associated with the Section 8 program.

For your reference, I have attached an issue paper regarding this subject that I have included in the Proposed FY 2014/15 Budget document.

Attachments

- 1) Issue Paper – Mansfield Housing Authority Section 8 Program

ISSUE PAPER – HOUSING AUTHORITY SECTION 8 PROGRAM

The Mansfield Housing Authority is a public agency serving low-to-moderate income residents of Mansfield, Coventry, Ashford, Willington, and Chaplin. The Housing Authority manages Wright's Village, housing for senior and disabled adults located adjacent to the Mansfield Senior Center, Holinko Estates, an apartment complex on Hunting Lodge Road, and the Section 8 Program.

The Section 8 Program provides up to 149 low to extremely low income households with rent subsidies that make otherwise unaffordable housing affordable. All participants are at or below 50% of the median income for Mansfield, while many are below 30% of the median income. In October 2013, 4,000 applications were received to fill 250 slots on the Program waiting list.

Other than rents received from Holinko Estates and Wright's Village, the Housing Authority's revenue comes primarily from the federal government (HUD). HUD funding and fraud recovery are the main sources of revenue used to pay for administrative costs associated with the Section 8 Program. Sample tasks associated with administering the Program include: housing unit inspections; annual re-certifications of program participants; landlord outreach and HUD reporting.

Regrettably, due to Sequestration the federal government's financial support of the Section 8 Program has dramatically decreased in recent years. In 2013, the federal government only provided revenue equivalent to 68% of the administrative costs associated with managing the vouchers. In order to continue to fund the administrative costs associated with the Section 8 Program, the Housing Authority has needed to use its fund balance which is not a sustainable practice for the long-term. To close the funding gap, the Housing Authority is seeking contributions from each of the five member towns. The desired contributions are proportionate to the number of vouchers by town and the gap between revenues and administrative expenditures. The Mansfield Housing Authority is seeking a \$12,000 contribution from the Town of Mansfield that would be used to offset administrative costs associated with managing the Section 8 Program.

Section 8 vouchers are portable after one year. In other words, program participants can use their program vouchers in other communities after one year has passed. However, it is our understanding that a large number of the vouchers remain within the Housing Authority's five member town area.

Due to the lack of federal funds being appropriated for the Program, some Housing Authorities have returned their Section 8 vouchers to the state of Connecticut. Once that occurs, there is no guarantee that those vouchers will then be brought back to the towns for which the vouchers originated.

Another option worthy of exploration with the Housing Authority is regionalization. Partnering and/or contracting with another area housing authority to administer the Section 8 Program may be a way to capture economies of scale, thus reducing administrative costs.

While supportive, management has not built the Housing Authority's request into the Proposed FY 2014/15 Budget as we believe this matter is a policy issue for the Council's consideration.



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MWH*
CC: Maria Capriola, Assistant Town Manager; Jennifer Kaufman, Natural Resources and Sustainability Coordinator; Linda Painter, Director of Planning and Development; Curt Vincente, Director of Parks and Recreation
Date: March 24, 2014
Re: Revised Agricultural Lease for Baxter Field

Subject Matter/Background

At your December 9, 2013 meeting you authorized the Town Manager to approve extending the lease on the Baxter property from 5 to 10 years with an option to renew for an additional 10 years.

As you may recall, Mr. Galgowski was granted a longer term lease because he plans to invest significantly in the property by planting perennial berry crops, completing forest management, installing fencing and possibly installing an irrigation system.

The lease reviewed at your December 9, 2013 meeting states in pertinent part that:

If at the end of the term, it is determined by the Lessor that said Lessees are not in material default of any of the covenants herein or are able to successfully address any such default within a reasonable time to the satisfaction of the Lessor in the sole discretion of the Lessor, Lessees will be given the opportunity to renew the Lease for one (1) additional ten (10) year term, subject to the right of the Lessor to modify some terms of the Lease, as set forth below.

After reviewing the lease and considering his potential financial investment, Mr. Galgowski requested that he be given more security that the lease would be renewed for an additional 10 year term with provisions that would not make it impractical or uneconomical for the Galgowski family to continue to lease the property.

The Agriculture Committee reviewed Mr. Galgowski's request at its February 4, 2014 meeting and agreed that the request was prudent. At its March 4, 2014

meeting, the committee reviewed the map and agreed to expand the leased area to include the forested area. Staff subsequently worked with the Town Attorney and Mr. Galgowski to draft a revised lease.

The revisions include the following provision:

The Lessees have represented to the Lessor that they intend to make a considerable financial investment in the real property. If at the end of the term of 10 years the Lessees are able to document an aggregate investment in the leased property of more than \$50,000, and are otherwise eligible per the terms of this Lease for the chance to renew this Lease for another ten year term, the Lessor shall not modify the terms of this Lease for any such renewal in any way that would make it become substantially impractical or substantially uneconomical to conduct the farming activities of the Lessees on the leased land.

In addition, the lease the Town Council reviewed on December 9, 2013 provides that if the Lessee defaults on any of the terms of the lease and do not resolve the default within 30 days to the satisfaction of the Lessor, the Lessor can terminate the lease. In response, Mr. Galgowski has requested that the Town add a provision that requires the Town to consider the nature of the default prior to terminating the lease. The proposed lease has been revised to state:

In determining whether to accept the plan of the Lessees to cure any such default, the Lessor shall consider, among any other relevant circumstances, the extent of financial investment the Lessees have made in the property, whether and to what extent the default resulted from the fault of the Lessees or from illness, injury, loss of farm equipment, natural disaster or other misfortune, and the impact of the default on the interests of the Lessor.

The revised proposed lease is attached with changes to the existing lease noted. The Galgowskis have reviewed the revised lease and are in agreement with the revised terms.

Financial Impact

Consistent with other leases of the Town's agricultural properties, the proposed lease would not assess a fee for the Lessees' use of the land. The leasing of the Town's agricultural lands has significant financial benefits for the community. The Town does not have the resources or expertise to keep the land in productive agriculture and the lessees' consideration to the Town is the stewardship and maintenance of the property. It would require considerable municipal resources for the Town to maintain these properties on its own, including tasks such as the removal of invasive plants, mowing and tree trimming. A further benefit of the leasing program is it provides the Town with an opportunity to support local farm businesses. Furthermore, Mansfield's willingness to lease land to local farmers contributes towards growing our community's farms, food and economy.

Legal Review

Staff, aided by the Town attorney, has drafted a revised lease to fairly address the Lessees' concerns while adequately protecting the Town's interests.

Recommendation

Staff recommends that the Council authorize the Town Manager to approve the revisions to the lease on the Baxter property

If the Town Council supports this recommendation, the following motion is in order:

Move, effective March 24, 2014, to authorize the Town Manager to execute the proposed Agricultural Lease for Baxter Field between the Town of Mansfield and the Galgowski Family, as revised by staff and the Town Attorney.

Attachments

- 1) Minutes of the February 4, 2014 and March 4, 2014 Agriculture Committee Meetings
- 2) Revised Agricultural Lease for Baxter Field

MANSFIELD AGRICULTURE COMMITTEE
DRAFT Minutes of February 4, 2014 meeting
Audrey P. Beck Municipal Building, Conference Room B, 7:30 p.m.

1. Chairman Cyr called the meeting to order at 7:32.

Present: Al Cyr, Charlie Galgowski, Vicky Wetherell, , Kathleen Paterson, Ed Hall, Brian Kielbania, Jennifer Kaufman (staff). Guest: Stacey Stearns.

2. Minutes of the December 3, 2013 meeting were approved. (The January 7 meeting was cancelled.)

Old Business

3. *Mansfield Tomorrow* A draft of the POCD will be available in February for review by the committee.

4. *March meeting date* The committee will meet on Thursday, March 6 rather than the scheduled date (March 4) because the Mansfield Tomorrow Advisory Committee will be meeting on that evening.

5. *Farmers Meeting* The committee discussed an agenda for this meeting, which is scheduled for March 19 at E O Smith's Vo-Ag center from 7:15 to 8:30 for members of the agricultural community and town officials. Vo-Ag students will offer a tour of the facilities at 6:30. The agenda will include a brief report on the committee's activities. Jennifer will present an introduction to the proposed Town Plan and the agricultural portion of the Plan, followed by discussion.

6. *Agriculture leases – Baxter field* Charlie Galgowski proposed changes in the lease to address his concern about making a large investment in the field without a more secure agreement that he would be able to renew the lease after 10 years. The Town's attorney has offered revisions for the lease that would address the concerns, and the committee reviewed those revisions. The committee voted to recommend that the Town Council consider the revisions to the lease that were presented at our meeting.

New Business

7. *Chicken Manure on Town Leased Ag. Land* Bill Varga requested that the committee review his proposal to apply chicken manure to the Mt. Hope Park field at a future time. The committee discussed practices recommended by NRCS that would prevent runoff impacts on the nearby wetlands and pond. The committee recommended that if these practices were followed, chicken manure could be applied to the field.

Executive Session

8. The committee voted to go into Executive Session at 9:09 and to come out of Executive Session at 9:35. Recommendations will be forwarded to the Town Manager.

9. The meeting adjourned at 9:40. Next meeting on Thursday, March 7, 2014.

Future Agendas

New farmer initiatives, easements, budget for outreach efforts.

MANSFIELD AGRICULTURE COMMITTEE
DRAFT Minutes of March 4, 2014 meeting
Audrey P. Beck Municipal Building, Conference Room B, 7:30 p.m.

1. Chairman Cyr called the meeting to order at 7:35.

Present: Al Cyr, Charlie Galgowski, Vicky Wetherell, Ed Hall, Shep Stearns, Jennifer Kaufman (staff).

2. Minutes of the February 4, 2014 meeting were approved.

Old Business

3. *Baxter Field Lease* The committee recommended that the Town Council approve the amended lease for Baxter field and that the lease include the entire property, including the wooded area. Charlie Galgowski would be the lessee.

4. *Farmers Meeting* The committee reviewed the agenda, which will include a brief report on the committee's activities. Jennifer will present an introduction to the Mansfield Tomorrow project and the proposed agricultural goals and strategies for the Town Plan, followed by discussion of these proposed items.

5. *Mansfield Tomorrow Review* The committee reviewed proposed goals and strategies in the Town Plan that are related to agriculture, and they made recommendations to forward to the consultant.

6. The meeting adjourned at 9:05. Next meeting on April 1, 2014.

Agricultural Lease - Baxter Field

Made the _____ day of _____ 2014, between the Town of Mansfield, acting herein by Matthew W. Hart, its Town Manager a municipal corporation located in the County of Tolland, State of Connecticut, hereinafter referred to as "Lessor," and Charlie Galgowski and Heidi Galgowski, 117 Baxter Road, Storrs, CT 06268, and Mark Joseph Galgowski and David Victor Galgowski, hereinafter referred to as "Lessees".

WITNESSETH

That the said Lessor, for and in consideration of the covenants hereinafter reserved and contained, and to be kept and fulfilled on the part of said Lessees, has let and by these presents does grant, demise and farm let unto said Lessees for an initial ten (10) year term or ten (10) planting seasons commencing January 1, 2014 with the opportunity to renew for a succeeding term of ten (10) years, 25 acres (more or less) of field and forest situated on the south westerly side of 195 and the easterly side of Baxter Rd in the Town of Mansfield as indicated on the attached map entitled "Former Baxter Property – Attachment A" and described in a Warranty Deed from the estate of Mina M. Baxter to the Town of Mansfield, dated July 1, 1997 and recorded in Volume 387, Page 498. If at the end of the term, it is determined by the Lessor that said Lessees are not in material default of any of the covenants herein or are able to successfully address any such default within a reasonable time to the satisfaction of the Lessor in the sole discretion of the Lessor, Lessees will be given the opportunity to renew the lease for one (1) additional ten (10) year term, subject to the right of the Lessor to modify some terms of the Lease, as set forth below.

The Lessees have represented to the Lessor that they intend to make a considerable financial investment in the leased property. If at the end of the term of 10 years the Lessees are able to document an aggregate investment in the leased property of more than \$50,000, and are otherwise eligible per the terms of this Lease for the chance to renew this Lease for another ten year term, the Lessor shall not modify the terms of this Lease for any such renewal in any way that would make it become substantially impractical or substantially uneconomical to conduct the farming activities of the Lessees on the leased land.

AND IT IS FURTHER AGREED that if Lessees are found to be in material default of any of the covenants herein contained, Lessor shall cause written notice of said default to be sent, by Certified Mail to Lessee. In the event Lessees fail to cure said material default or set forth a plan to cure such default to the satisfaction of the Lessor in the sole discretion of the Lessor within thirty (30) days after mailing of said notice, then it shall be lawful for Lessor, without further notice to re-enter and take possession of said leased premises, and such re-entry and taking possession shall end and terminate this lease. In determining whether to accept the plan of the Lessees to cure any such default, the Lessor shall consider, among any other relevant circumstances, the extent of financial investment the Lessees have made in the property, whether and to what extent the default resulted from the fault of the Lessees or from illness, injury, loss of farm equipment, natural disaster or other misfortune, and the impact of the default on the interests of the Lessor.

AND THE SAID LESSEES do hereby further agree to comply with and conform to all the laws of the State of Connecticut, and the by-laws, rules, and regulations of the Town of Mansfield within which the premises hereby leased are situated, relating to health, nuisance, fire, highways, and sidewalks, so far as the premises hereby leased are, or may be, concerned, and to save the Lessor harmless from all fines, penalties, and costs for violation of, or non-compliance with the same.

THE LESSEES will maintain the cropland and pasture in good agricultural condition and will mow the field at least once a year. In addition the Lessee will follow the policies set forth in Attachment B

THE LESSEES will submit by November 30 of each year a form enclosed in Attachment B to:

Mansfield Natural Resources and Sustainability Coordinator
Parks and Recreation
10 South Eagleville Rd.
Storrs, CT 06268
860-429-3015x204
860-429-9773 (FAX)

Any restricted use pesticide must be applied in accordance with state law. The plan will conform to agricultural practices recommended by the CT Cooperative Extension System or a comparable advisor.

At the end of the ten (10) year period beginning with the effective date of this lease, the Lessor may review the terms and conditions of the lease to determine whether any changes will be made in the lease at the discretion of the Lessor. The Lessees may terminate the lease at any time upon at least thirty (30) days written notification to the Lessor.

AND AT THE TERMINATION of this lease, if the Lessees are to vacate the premises per this lease, the Lessees will quit and surrender the premises hereby demised in as good state and condition as reasonable use and wear thereof will permit, damages by the elements excepted, and the said Lessor shall have the right to enter said premises for the same purpose of showing the same to applicants for hiring the same. At any time subsequent to the date on which the Lessees provide notice that they intend to terminate the Lease pursuant to the immediately preceding paragraph, said Lessor shall have the right to enter said premises for the same purpose of showing the same to applicants for hiring the same.

The interests of the LESSEES in this Lease are not transferable by them or their agents or fiduciaries or anyone to any entity or person in any way. The LESSEES shall be relieved of any obligation set forth in this Lease should the LESSEES become incapacitated or unable to maintain their responsibilities required by this Lease, in which cases the Lease shall terminate no later than thirty (30) days thereafter. If the Lease is terminated for any reason, the LESSEES shall be entitled to the harvest of the planting year of any such termination.

THE LESSEES will maintain Worker's Compensation coverage in accordance with the laws of the State of Connecticut if employees are hired to work the land. The Lessees will provide liability insurance with limits of not less than \$1,000,000, naming the Lessor as an additional insured, insuring against loss or injury caused by the Lessees' activity on the demised premises; and

The LESSEES agree to comply with Mansfield's Agricultural Land Usage Agreement Policy adopted by the Town Council on January 14, 2013 (Attachment C); and

THE LESSEES shall fully indemnify, defend and hold harmless the Town of Mansfield and all of their respective officers, employees, agents, servants and volunteers to the fullest extent allowed by law for any claim for personal injury, bodily injury, death, property damage, emotional injury or any other injury, loss or damage of any kind occurring during the term of the agreement and alleged to have been caused in whole or in part by the Lessee, and even if caused by the negligence of the Town or any of their officers, employees, agents, servants and volunteers; and

A Material Safety Data Sheet must be provided forthwith by the Lessees to the Lessor for any product or material applied to the subject property by the Lessor or his agent; and

Town of Mansfield Agricultural Lease-Baxter

Any application by the Lessees or their agent of atrazine or sewage sludge or other treated residuals from wastewater treatment (biosolids) on the subject property is expressly prohibited, and will result in the termination of this Lease Agreement, immediately authorizing the Lessor to re-enter and repossess said property without legal process.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered
In the Presence Of:

TOWN OF MANSFIELD

Matthew W. Hart, Town Manager

LESSEES

Charlie Galgowski

Heidi Galgowski

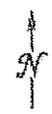
Mark Joseph Galgowski

David Victor Galgowski

Town of Mansfield, CT - Baxter Field



- Zoning
- Conservation Easement
 - Railroad
 - Trails
 - Parcels
 - Streams
 - water
 - wetlands



1 in = 386.96 ft

Printed:
2/25/2013



-27-

MainStreetGIS, LLC - www.mainstreetgis.com / info@mainstreetgis.com
 Disclaimer: This map is for assessment purposes only. It is not valid for use as a survey or for conveyance

Attachment A

Attachment B

THE LESSEES will submit a form enclosed in Attachment B to the Mansfield Town Manager, by November 30 of each year, a plan for that year's crop which includes a copy of a soil test and a schedule of proposed fertilizer, herbicide and pesticide applications. Any restricted use pesticide must be applied by a licensed applicator. The plan will conform to agricultural practices recommended by the CT Cooperative Extension System or a comparable advisor.

Report form for agricultural leases on Town land

RETURN BY November 30, of the Lease year

****Soil test must be performed at the same time each year (fall is recommended. Results must be attached to this form****

To

Jennifer Kaufman

Natural Resources and Sustainability Coordinator

10 South Eagleville Road

Mansfield, CT 06268

860-429-3015x204

860-429-9773

Email: Kaufmanjs@MansfieldCT.org

Name of Town property

Persons submitting this report

Date report was completed _____

Past growing season's report: Year _____

1. CROP Hay Silage corn Other (Explain)

2. Did you apply manure? Yes No

If yes, please indicate the following:

Type of manure applied	Quantity Per Acre

3. Did you apply fertilizer? Yes No

If yes, please indicate the following:

Type of fertilizer applied	Quantity Per Acre
Lime	
Nitrogen, Phosphorous, Potassium (NPK) indicate the ratio.	
Other	

4. Did you apply pesticides (herbicides, insecticides, fungicides)? Yes No

If yes, please indicate the following:

Town of Mansfield Agricultural Lease-Baxter

Type of pesticide applied	Quantity Per Acre	Target Pest	MSDS Attached

5. Were all materials applied in accordance with CT State Law? _____

6. Which winter cover crop did you plant? _____

If none, why not?

7. If appropriate, list the types of tillage (such as mold board plowing, deep zone tillage, disc harrow, etc) used.

8. List any improvements or conservation practices you have implemented.

9. Are there any issues with which the Town can assist?

We, _____, certify that all information submitted is correct.

Date _____

Next growing season's plan: Year _____

1. CROP Hay Silage corn Other (Explain)

2. Do you plan to apply manure?

If yes, please indicate the following:

Type of manure applied	Quantity Per Acre

3. Do you plan to apply fertilizer? Yes No

If yes, please indicate the following:

Type of fertilizer applied	Quantity Per Acre
Lime	
Nitrogen, Phosphorous, Potassium (NPK) indicate the ratio:	
Other	

4. Do you plan to apply pesticides (herbicides, insecticides, fungicides)?

Yes No

If yes, please indicate the following:

Type of pesticide applied	Quantity Per Acre	Target Pest	MSDS Attached

Attachment C

Agricultural Land Usage Agreement Policy

The Town of Mansfield owns seven properties with prime agricultural soils. The Town of Mansfield is committed to keeping this land in agricultural production and therefore leases these properties to local farmers. In order to ensure the preservation of Town agriculture land and to promote good stewardship, the Mansfield Agriculture Committee recommends the following policy to be adhered to by its lessees. The Town understands that in some cases these policies may need to be modified. Modifications must be submitted in writing and must be approved by the Agriculture Committee.

- Cropland Soil Testing
 - Soil tests are to be performed once per year, at the same time of year (fall testing recommended). The soil test is to include Calcium, Magnesium, Phosphorous, and Potassium, as well as percent organic matter. In addition, recommendations from the testing lab for the aforementioned elements are to be obtained. Testing for and addressing deficiencies in additional elements is encouraged. The Lessee may choose the lab they prefer. The University of CT Nutrient Analysis Laboratory is an option.
- Fertilizer / Compost / Manure Types – Specify Allowed / Disallowed and/or standard to be followed
 - Fertilizer applications are to be applied per soil test lab recommendations; modifications to the lab recommendations are allowed with a written explanation.
 - Any application by the Lessee or their agent of sewage sludge or other treated residuals from wastewater treatment (biosolids) on the subject property is expressly prohibited, and will result in the termination of the Lease, immediately authorizing the Licensor to re-enter and repossess said property without legal process.
- Pesticides
 - All Material Safety Data Sheets (MSDS) sheets for scheduled applications of pesticides are to be provided to the Agriculture Committee prior to application for review when submitting yearly reporting forms. For non-scheduled applications of pesticides, all MSDS sheets are to be provided to the Agriculture Committee with the yearly reporting form.
 - All pesticides must be applied according to the manufacturer's recommendations and/or according to cooperative extension recommendations.
 - The use of Atrazine or its agent is expressly prohibited on the subject property, and will result in the termination of the Lease, immediately authorizing the Licensor to re-enter and repossess said property without legal process.
- Subleasing
 - Subleasing is not allowed without written consent from the Town of Mansfield and consultation with the Agriculture Committee.
- Cover Crops
 - Cover crops are required unless there is inadequate time to establish a cover crop post harvest. If no cover crop is applied, Lessee is to provide an explanation. For Leasees that would like assistance choosing cover crops, the Lessee is encouraged to contact the Agriculture Committee.
- Baled Hay and Plastic
 - The Lessee is required to remove baled hay, plastic, and any other residual farming supplies from the subject property at the end of each growing season and no later than December 15th each year.
- Storage of Manure

Attachment C

- The Lessee will refrain from long-term storage of manure on the site.
- Stone Piles
 - Stones removed from any field and piled around the perimeter are not to exceed 3 feet in height, without written consent of the Agriculture Committee.
- Invasive Plants
 - The Lessee is not to use any plants that are listed as invasive per the Connecticut Department of Environmental Protection.
- Removal of Trees and Shrubs
 - While the trimming of brush and overhanging branches is allowed along the edge of a field, the Lessee is not to remove any trees or shrubs without written consent of the Agriculture Committee.
- Removal of Stonewalls
 - The Lessee is not to remove any stonewalls from the property.
- Fencing
 - The Lessee is not to install or remove any fencing without written consent of the Agriculture Committee.
- Watercourses
 - The Lessee is not to cultivate within 25ft of a water body or watercourse.
- Inspection and Disturbances
 - The Licensor retains the right to enter the property to ensure the aforementioned requirements are being met and to enter and disturb property.
- Non-agricultural Uses
 - Only agricultural uses as defined in Connecticut General Statutes 1-1 (q) are allowed.
- Animals
 - The keeping of animals on the property is allowed with written consent of the Agriculture Committee.
- Agricultural Viability
 - The Lessee is to follow farming practices that maintain the land in good agricultural standing. Examples of this include the usage of cover crops and returning organic matter to the soil and maintaining grass cover on pasture.
- Contract Breach
 - Breach of contract will result in the termination of the Lease, immediately authorizing the Lessor to re-enter and repossess said property without legal process.
- Insurance
 - THE LESSEE will maintain Workmen's Compensation coverage in accordance with the laws of the State of Connecticut if employees are hired to work the land. The Lessee will provide liability insurance with limits of not less than \$1,000,000, naming the Lessor as an additional insured, insuring against loss or injury caused by the Lessee's activity on the demised premises;
 - Heirs have right to harvest upon death of Lessee for the remainder of the current growing season, after which the lease will be terminated.
- The Agriculture Committee encourages lessees to seek out alternatives to genetically modified crops

PAGE
BREAK



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MWH*
CC: Maria Capriola, Assistant Town Manager; Fran Raiola, Director of
Emergency Management; Jaime Russell, Director of Information
Technology
Date: March 24, 2014
Re: Building Security Plan Update

Subject Matter/Background

At Monday's meeting, Director of Emergency Management Fran Raiola and Director of Information Technology Jaime Russell will present an update on security improvements staff intends to make to certain municipal facilities, utilizing the funds budgeted in the capital improvement program for this purpose.

Attachments

- 1) Municipal Buildings Security Initiatives

Municipal Buildings Security Initiatives

Category	Locations
Panic buttons to provide readily accessible alert features.	<ul style="list-style-type: none"> • Public Library • Senior Center • Wellness Center • Public Works • Animal Control • Community Center • Town Hall
Interior locking doors in case of an intruder.	<ul style="list-style-type: none"> • Public Library • Senior Center • Wellness Center • Community Center • Town Hall
Initial phase of additional exterior lighting to provide greater visibility, deterrence, and safe access.	<ul style="list-style-type: none"> • Public Library • Animal Control • Community Center • Town Hall
Electronic door security (perimeter alarm and/or door access swipe).	<ul style="list-style-type: none"> • Public Library • Senior Center • Wellness Center • Animal Control • Community Center • Town Hall
Surveillance hardware.	<ul style="list-style-type: none"> • Community Center • Animal Control • Transfer Station



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MWH*
Cc: Maria Capriola, Assistant Town Manager; Cherie Trahan, Director of Finance
Date: March 24, 2014
Re: FY 2013/14 Compensation Adjustments for Nonunion Personnel

Subject Matter/Background

The Town Council establishes compensation for Town employees on a fiscal year basis (July 1 through June 30). With respect to salary, the Town pays regular nonunion personnel according to the Town Administrators Pay Plan, which is organized on a pay grade and step system.

Internal Comparison: We are still negotiating successor collective bargaining agreements with the Professional/Technical and Public Works unions for the current fiscal year. The Firefighters union contract expires June 30th of this year; the firefighters received a 2% increase on July 1, 2013.

External Comparison: Staff conducted a benchmarking survey amongst comparable communities; a 2% general wage increase is consistent with the results of that survey for nonunion employees. State-wide data provided by CCM indicates a 2% general wage increase was the average award for FY 2013/14.

At its meeting on March 17, 2014, the Personnel Committee voted to support my proposal and to recommend it to the Council as a whole. I am not recommending a straight 2% general wage increase for this fiscal year because I am concerned about the potential loss in state revenue and am trying to manage the growth in the Town's fixed costs.

Instead, I am recommending the following two-part proposal:

- 1) To increase the pay rates in the Town Administrators Pay Plan by 1.5%, retroactive to July 1, 2013; and
- 2) At the close of the fiscal year, to award an additional one-time payment equivalent to 0.5% of salary to regular nonunion employees in the Town Administrators Pay Plan, retroactive to July 1, 2013 for active nonunion employees serving on that date, and retroactive to the date of hire for active nonunion employees hired after July 1, 2013.

Financial Impact

The first component of this proposal is to increase the pay rates in the Town Administrators Pay Plan by 1.5% retroactive to July 1, 2013 (see attached for proposed revised salary ranges). Employees who were actively employed by the Town on July 1, 2013 would receive a retroactive payment back to that date; those employees hired after July 1, 2013 would receive a retroactive increase back to their date of hire. The estimated impact (all funds) of the proposed general wage increase is \$28,840 or \$34,501 when benefits¹ costs are included.

The second component of the recommendation is to award at the end of the fiscal year a one-time payment equivalent to 0.5% of salary to regular nonunion employees in the Town Administrators Pay Plan, retroactive to July 1, 2013 for nonunion employees who were actively employed by the Town on that date and retroactive to the date of hire for employees hired after July 1, 2013. As a one-time payment not built into the base salary, this payment would not require employer or employee contributions to the pension plan (MERS). The estimated impact (all funds) of this one-time payment would be \$12,580 or \$13,448 when Social Security and Medicare taxes are applied.

The total of the 1.5% general wage increase and the supplemental one-time payment is \$47,949. Management and the Town Council budgeted the equivalent of a 1.5% general wage increase (\$34,501) in the contingency account for FY 2013/14. However, the Town has received an additional \$841,600 in state revenue for the current fiscal year. If needed, we could draw on these additional revenues to cover any shortfalls in the general fund. Management has had a preliminary discussion with the Finance Committee concerning the use of the additional state revenue and will prepare a recommendation for the Committee's review and the Town Council's approval.

Recommendation:

If the Town Council concurs with the Personnel Committee and Town Manager's recommendation, the following motion would be in order:

Move, to: 1) increase the pay rates in the Town Administrators Pay Plan by 1.5%, retroactive to July 1, 2013; and 2) at the close of the fiscal year, to award an additional one-time payment equivalent to 0.5% of salary to regular nonunion employees in the Town Administrators Pay Plan, retroactive to July 1, 2013 for active nonunion employees serving on that date, and retroactive to the date of hire for active nonunion employees hired after July 1, 2013.

Attachments

- 1) Positions Impacted by Changes to Nonunion Compensation
- 2) Results of Salary Benchmarking
- 3) CCM Data for 2013

¹ Social Security and Medicare taxes, MERS costs.

**Town of Mansfield
Classification Plan
Non-Union**

Fiscal Year 2013/14 - Proposed 1.5% General Wage Increase Applied

<u>Classification</u>	<u>Grade</u>	<u>FLSA</u>	<u>Salary Ranges - 7/1/2013</u>	
			<u>Minimum</u>	<u>Maximum</u>
Revenue Clerk (PT)	6	NE	\$31,951	\$38,349
Sexton (PT)	8	NE	\$35,197	\$42,188
Senior Svcs. Transportation Coordinator (PT)	9	NE	\$36,105	\$45,229
Library Assistant (PT)	10	NE	\$32,897	\$41,613
Weekend/Evening Supervisor (MOD) (PT)	11	NE	\$52,665	\$68,475
Administrative Analyst	12	NE	\$41,928	\$53,351
Building Inspector (PT)	12	NE	\$41,928	\$53,351
Construction Inspector	12	NE	\$41,928	\$53,351
Fire Inspector (PT)	12	NE	\$41,928	\$53,351
Human Resources Associate (PT)	14	NE	\$46,156	\$57,709
Early Childhood Services Coordinator (PT)	15	NE	\$47,054	\$61,585
Executive Assistant to Town Manager	15	NE	\$47,054	\$61,585
Accountant	15	E	\$47,054	\$61,585
Information Specialist*	15	NE	\$54,191	\$70,383
Outreach Social Worker (PT)	15	E	\$47,054	\$61,585
Assistant Chief/Deputy Fire Marshal/Asst. Emer. Mgmt Dir.	17	NE	\$52,257	\$67,964
Code Enforcement Officer	17	NE	\$52,257	\$67,964
Budget Analyst	18	E	\$54,853	\$71,302
Librarian (Childrens, Reference, Systems)	18	E	\$54,853	\$71,302
Natural Resources & Sustainability Coordinator	18	E	\$54,853	\$71,302
Network Administrator*	18	NE	\$62,689	\$81,488
Transportation Coordinator (PT)	18	E	\$54,853	\$71,302
Public Works Superintendent*	20	E	\$69,111	\$89,986
Accounting Manager-Treasurer	21	E	\$63,550	\$82,614
Assistant Director of Parks & Recreation	22	E	\$66,740	\$86,712
Town Clerk	22	E	\$66,740	\$86,712
Deputy Chief/Fire Marshal/Emerg. Mgmt. Director	23	E	\$70,041	\$91,051
Director of Facilities Management*	23	E	\$80,047	\$104,059
Director of Building and Housing Inspection	24	E	\$70,467	\$98,598
Assistant Town Manager	25	E	\$73,991	\$103,661
Director of Human Services	25	E	\$73,991	\$103,661
Library Director	25	E	\$73,991	\$103,661
Fire Chief	26	E	\$77,774	\$108,798
Director of Parks and Recreation	26	E	\$77,774	\$108,798
Director of Planning and Development	26	E	\$77,774	\$108,798
Director of Public Works/Town Engineer	29	E	\$89,902	\$125,896
Director of Finance	32	E	\$104,384	\$131,867

Notes:

*40 Hour Week Employees, Salary Range Based on 40 hrs/wk

(PT) reflects part-time position; however salary ranges reflect full-time equivalent for purposes of this chart
FY 13/14 has 261 work days (1827 hrs /35 hrs/wk; 2088 hrs/40 hrs/wk), FY 12/13 had 260 work days

Other Regular Non-Union Positions
Police Officer; Site Server

**SALARY BENCHMARKING SURVEY - COMPARABLE TOWNS
SUMMARY - AVERAGE - ALL YEARS BY BARGAINING GROUP ACROSS ALL TOWNS**

	FY 08/09	FY 09/10	FY 10/11	FY 11/12	FY 12/13	FY 13/14	AVERAGE
Non-Union	3.00%	0.79%	1.71%	2.19%	2.25%	1.93%	1.98%
Fire	3.21%	0.63%	1.97%	2.22%	2.07%	1.85%	1.99%
Public Works	3.35%	1.40%	2.10%	2.13%	1.91%	2.02%	2.15%
Professional (Union)	3.13%	0.89%	2.25%	1.90%	2.41%	2.34%	2.15%
Clerical (Union)	3.23%	0.92%	2.03%	1.90%	2.25%	2.01%	2.06%

AVERAGE	3.18%	0.92%	2.01%	2.07%	2.18%	2.03%	2.07%
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SUMMARY - MEDIAN - ALL YEARS BY BARGAINING GROUP ACROSS ALL TOWNS

	FY 08/09	FY 09/10	FY 10/11	FY 11/12	FY 12/13	FY 13/14	MEDIAN
Non-Union	3.00%	0.00%	2.00%	2.00%	2.00%	2.00%	2.00%
Fire	3.38%	0.00%	2.00%	2.00%	2.00%	2.00%	2.00%
Public Works	3.50%	1.50%	2.00%	2.00%	2.00%	2.00%	2.00%
Professional (Union)	3.18%	0.00%	2.13%	2.00%	2.00%	2.25%	2.06%
Clerical (Union)	3.25%	0.00%	2.00%	2.00%	2.00%	2.00%	2.00%

MEDIAN	3.25%	0.00%	2.00%	2.00%	2.00%	2.00%	2.00%
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Sampled Towns:

Avon
Coventry
Farmington
Glastonbury
Manchester
New London
Norwich
Plainville
Rocky Hill
So. Windsor
Tolland
Wethersfield
Windham

Sample Size = 13

C. AVERAGE GENERAL WAGE INCREASES FOR ARBITRATION

General Wage Increase by Fiscal Year: Arbitration Awards

The following are select summary statistics related to all arbitration awards reported to CCM from January 1, 2010. Each month the data below will be updated to reflect new settlements received by CCM.

	FY09-10	FY10-11	FY11-12	FY12-13	FY13-14	FY14-15	FY15-16
AVERAGE	0.82%	1.83%	2.03%	1.85%	2.13%	2.17%	1.88%
MIN	0.00%	0.00%	0.00%	0.00%	1.00%	1.00%	1.25%
MAX	3.00%	3.25%	3.50%	3.00%	2.75%	3.00%	2.50%
<i>Sample Size</i>	19	24	24	15	10	6	2

Special Case:

For FY10-11, in award number 2010-MBA-318, Wallingford received a general wage increase of 1.5% on July 1, 2010 and a general wage increase of 1.75% on January 1, 2011. This award is not reflected in the average for FY10-11.

General Wage Increase by Fiscal Year: Negotiated Settlements

The following are select summary statistics related to all negotiated settlements reported in the Data Reporter from January 1, 2009. Each month the data below will be updated to reflect new settlements received by CCM. For information regarding a particular municipal settlement, please contact CCM.

	FY10-11	FY11-12	FY12-13	FY13-14	FY14-15	FY15-16
AVERAGE	2.20%	2.15%	2.21%	2.13%	2.29%	2.30%
MIN	0.00%	0.00%	0.00%	0.00%	1.00%	0.00%
MAX	5.26%	5.66%	8.56%	3.50%	3.50%	3.00%
MODE	0.00%	2.00%	2.00%	2.00%	2.00%	2.00%
<i>Sample Size</i>	232	238	199	117	71	27

Special Cases:

- ◆ Municipalities that negotiate split wage increases, that is a wage increase on July 1 followed by a second wage increase on January 1, are not reported in the averages above. For more information regarding these municipalities, please consult the past issues of the Data Reporter, Section B, Negotiated Wage Settlements, or contact CCM.

Number of Wage Freezes Achieved: Negotiation Versus Arbitration

The following are the number of wage freezes reported in the Data Reporter from January 1, 2010. It is important to note that for negotiated settlements, the number reflects only those contracts received by CCM and reported in the Data Reporter and corresponds to the sample sizes in the preceding tables. Each month the data below will be updated to reflect new settlements received by CCM. For information regarding a particular municipal settlement, please contact CCM.

	FY10-11	FY11-12	FY12-13	FY13-14	FY14-15	FY15-16
Negotiated	43	36	10	5	0	1
Arbitration	4	4	2	0	0	0

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Item #8

THE PUBLIC SCHOOLS OF MANSFIELD, CONNECTICUT

FREDERICK A. BARUZZI, SUPERINTENDENT

AUDREY P. BECK BUILDING
FOUR SOUTH EAGLEVILLE ROAD
MANSFIELD, CT 06268
(860) 429-3350
Fax: (860) 429-3379

March 14, 2014

Matt Hart
Town of Mansfield
Mansfield, Connecticut 06268

Dear Matt:

I wish to advise you that at the meeting of March 13, 2014, the Mansfield Board of Education voted unanimously the following motion:

The Mansfield Board of Education adopts the Superintendent's proposed budget for fiscal year 2014-2015 with the following amendments:

- Restore the Language Arts Coordinator
- Restore the K-4 Field Trips
- Restore the 5-8 Field Trips
- Restore the .5 Physical Education teacher by hiring a FTE first year teacher.

The adopted budget for 2014-2015 is \$21,175,314 (+2.35%).

I will furnish a detailed copy of the budget for you and the Town Council members prior to the meeting the Board of Education has with the Town Council on April 8, 2014.

Sincerely,

Frederick A. Baruzzi

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STATE OF CONNECTICUT
Department of Emergency Services and Public Protection
Dr. Dora B. Schriro, Commissioner

March 3, 2014

Mr. Matthew Hart
Town Manager
4 South Eagleville Road
Mansfield, CT 06268

Dear Mr. Hart,

Thank you for your letter this week regarding the reimbursement of overtime and the fringe benefit rate for resident state troopers. Let me first say, that I understand your concerns and I am committed to working with you and your colleagues to address these issues.

The department has already initiated discussions with the state Comptroller's Office to convey concerns in the timing of the notices on the fringe benefit rates. These conversations have been favorably received.

With respect to the rate of reimbursement for straight time and overtime, as you state in your letter, these rates are set by state statute. While I understand the fiscal constraints on our towns and cities, any change in these rates would need the approval of the Connecticut General Assembly.

I have received your request to meet and will be reaching out to your staff in the near future to set a mutual time. In the meantime, please feel free to contact me if you have any additional concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Dora B. Schriro".

Dora B. Schriro
COMMISSIONER

1111 Country Club Road
Middletown, Connecticut 06457
Phone: (860) 685-8000 Fax: (860) 685-8354
<http://www.ct.gov/despp>

An Affirmative Action/Equal Employment Opportunity Employer

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STATE OF CONNECTICUT

OFFICE OF THE
PROBATE COURT ADMINISTRATOR

186 NEWINGTON ROAD
WEST HARTFORD, CT 06110

TEL (860) 231-2442
FAX (860) 231-1055

PAUL J. KNIERIM
Probate Court Administrator

THOMAS E. GAFFEY
Chief Counsel

HELEN B. BENNET
Attorney

DEBRA COHEN
Attorney

March 6, 2014

The Honorable Dannel P. Malloy
State Capitol
210 Capitol Avenue
Hartford, CT 06106

Dear Governor Malloy:

I write to inform you that the Honorable Claire C. Twerdy, Judge of the Tolland - Mansfield Probate Court, will reach the mandatory retirement age on July 3, 2014. Her retirement leaves a vacancy for the balance of her term, which runs through January 6, 2015.

In light of the vacancy, I respectfully request that you initiate the process for a special election pursuant to C.G.S. section 9-218. In accordance with section 45a-20, I have cited in two judges to handle the business of the court during the vacancy.

We have conferred with the chief executive officials of the four towns served by the court, who have indicated a preference that the special election be held on the date of the upcoming state election, November 4, 2014, to minimize expenses to the towns.

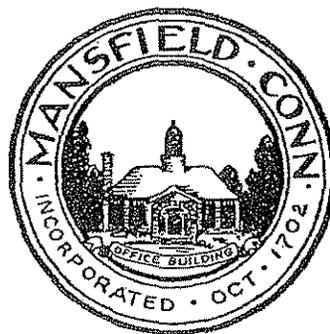
Thank you for your attention to this matter. Please feel free to contact me if you have any questions.

Sincerely,

Paul J. Knierim
Probate Court Administrator

- cc: Honorable Denise W. Merrill, Secretary of the State
- Honorable Claire C. Twerdy, Tolland - Mansfield Probate Court
- Eleanor M. Michael, Esq., Governor's Office
- Mr. Steve Werbner, Town Manager, Tolland
- Mr. John Elsesser, Town Manager, Coventry
- ✓ Mr. Matthew Hart, Town Manager, Mansfield
- Ms. Christina B. Mailhos, First Selectman, Willington

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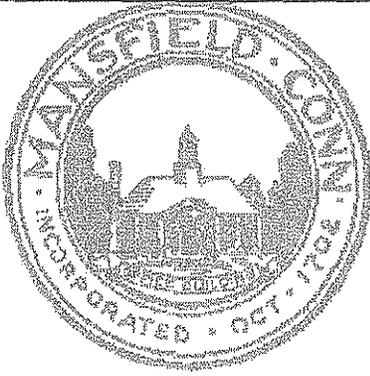
Town of Mansfield

**Annual Town Meeting
for Budget Consideration**

**Tuesday, May 13, 2014
7:00pm**

**Mansfield Middle School
Auditorium**

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THE MANSFIELD

MINUTE

MARCH 2014

www.mansfieldct.org

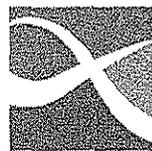
- *Council Budget Workshop - Budget Presented to Town Council, Monday, Mar. 24, 6 PM, Council Chambers, Beck Building.*
- *Council Budget Workshop, Thursday, Mar. 27, 6:30 PM, Council Chambers, Beck Building.*
- *Mansfield Schools will be closed March 31.*
- *March 4—Members of the Community Center can begin to register for spring aquatics and fitness programs.*
- *March 9—Mansfield Residents can begin to register for all spring programs and summer camps*
- *March 14—Non-residents can begin to register for all spring programs and summer camps.*
- *Looking ahead— don't miss the famous Friends of the Library Book Sale on the weekend of April 5 & 6.*
- ***Prepare For Disaster***
Free training in basic fire suppression, wound treatment, home & work safety, disaster psychology, search & rescue, & more. At the Community Center starting April 2.
OEM@MansfieldCT.org
860.429.3328

Mansfield Tomorrow

Preserving Our Rural Character, Planning For The Future

In January 2013, the Town kicked off an exciting new initiative: Mansfield Tomorrow. The goal of this project is to help us set a course for the coming decades, a framework through which we can manage future change and maintain our rural character while providing access to the jobs and homes that are the foundation of the town's long-term sustainability. Over the last year, many Mansfield residents have shared their vision for the future and helped to craft new strategies for supporting agriculture, growing businesses, strengthening neighborhoods and improving housing choice.

This community input has formed the foundation for a new comprehensive plan that builds on principles established in the 2006 Plan of Conservation and Development and the 2008 strategic plan, Mansfield 2020: A Unified Vision. The Mansfield Tomorrow Plan will be published for public review and comment in Spring 2014, with public hearings anticipated in June. Until then, check out the vision statement that has been developed based on the goals and aspirations expressed by the many Mansfield residents that have taken part in Mansfield Tomorrow to date:



Mansfield Tomorrow
OUR PLAN ► OUR FUTURE

Our Vision...

In 2035, the Town will be a community of historic rural villages, flourishing farms, and protected open spaces, and the home of the University of Connecticut's flagship campus. Through a smart growth approach, Mansfield will accommodate growth in designated areas of compact development, avoiding sprawl and preserving rural character. The compact development areas include a vibrant town center and neighborhoods with diverse housing adjacent to campus, attractive mixed-use centers at Four Corners and in southern Mansfield, as well as room for innovation businesses in the mixed use areas, at Perkins Corner and the Depot Campus area. These areas will provide compact *Continued on page 2...*

Mansfield Tomorrow, cont. from pg. 1...

and walkable locations for growth. Outside of these designated areas, Mansfield will promote rural character and rural pursuits, including agriculture and natural open space.

We are committed to supporting diversity, sustainability, economic viability, an excellent public school system, and a high quality of life and sense of community for all residents. These commitments are reflected in our community institutions such as our library, schools, recreational programs, and town events. We value our natural resources and our cultural and historic heritage. Our goal is to pass them on to future generations. As the university's host community, our town has a mutually beneficial and respectful relationship with the university as an institution and as a campus and academic community rooted in Mansfield. As we look to the future, we are guided by community values and aspirations:

 Principles of *sustainability*, including green building, energy- and resource-efficiency, and smart growth guide development and Town policies, making Mansfield a leader in Connecticut.

Town Hall Hours:	
Monday	8:15-4:30
Tuesday	8:15-4:30
Wednesday	8:15-4:30
Thursday	8:15-6:30
Friday	8-12

 We are *resilient*, safeguarding our values while adapting to the future challenges of climate change.

 We are *good stewards* of our natural and cultural heritage, working to preserve a clean, green and healthy community with open space lands that support wildlife, recreation, clean air and water resources in connected networks. We value the homes and other buildings built by previous generations and adapted to contemporary uses in order to preserve our historic heritage.

 Our *economic viability* is based on technology- and research-based businesses, local retail and services, a growing agriculture and recreational business sector, and university-affiliated activities. We welcome businesses that are aligned with our smart growth development patterns and rural character, while helping to support Town services.

 Our public education system, recreational opportunities, and community events offer unparalleled *quality of life* to residents.

 We promote *transportation alternatives* to the car through our networks of walking routes on sidewalks and trails, and bicycle routes, both on-street lanes and multi-use trails, and through innovative trip-sharing opportunities.

 We support *diversity* through a variety of attractive and affordable housing choices for people throughout

the life cycle, from single young adults and couples to families, empty-nesters and retirees.

 Town residents who need *supportive* services to meet social, economic, and emotional needs find that Mansfield is a resource.

 Our *sense of community* on the neighborhood and town level is enriched by a variety of village, school, and joint town-university activities.

 We pursue *high standards of quality* in design and development.

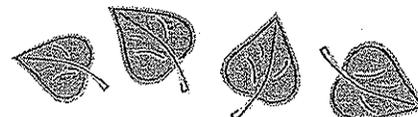
 We work with our *neighbor communities and regional partners* to foster communication and collaboration.

 We promote *communication, transparency, and community participation* in town decision making.

Combining enjoyment of rural character and the benefits of a university community, Mansfield in 2035 will be a place of environmental stewardship, active farming, advanced learning, innovative businesses, walkable villages, rural settlements, and natural beauty.

Stay Tuned...

We will be having a community event in May to present the draft Mansfield Tomorrow Plan and get community feedback. For more information or to sign up for email updates, please visit www.mansfieldtomorrow.com.



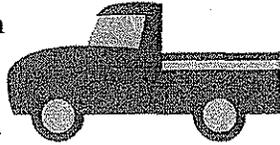
Truck It Away...to the Transfer Station *No truck? No problem!*

Wouldn't it be nice to have a pick-up truck when you need to haul something big to the transfer station? Well, now you do!

The Town, together with UCONN, has contracted with Hertz 24/7® to offer an hourly car share program both on- and off-campus. If you are a Hertz 24/7 customer, you can use the Toyota Tacoma pick-up truck or a plug-in electric Chevrolet Volt. They are located in the Town's parking garage at 33 Royce Circle in Storrs Center.

You must have a valid driver's license and create a profile online or on the mobile app. It's free to enroll. The per hour rate for using a Hertz 24/7 vehicle is between \$8 and \$9, which includes fuel (or charging for the Volt), insurance and 24 hour roadside assistance.

Once you enroll in Hertz 24/7, you will get a smart chip enabled membership card or key fob within three business days. This will provide round-the-clock keyless entry to any car in the Hertz 24/7 fleet. An in-car screen pad and Bluetooth system connects drivers to a Customer Care Center representative should you have questions while on the road or need to extend your rental. The in-car technology also enables Hertz 24/7 to communicate with the vehicle, so that representatives can unlock, engage and locate vehicles at any time. These technologically advanced cars are also equipped with Hertz NeverLost® in-car navigation systems and EZ Pass toll transponders.



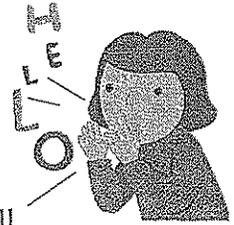
To enroll in Hertz 24/7, visit www.hertz247.com or download the iPhone app. Then you can haul that big old thing out of the back yard...or try out the Volt just for fun!

Need Help With Your Tax Forms?

People from AARP will be at the Senior Center to help you on Mondays and Wednesdays from 9-11 and 1-3. A.A.R.P. Tax-Aide, a free program, provides income tax preparation assistance for low and middle income taxpayers of all ages, with special attention to those 60 and older.

Call the Senior Center at 860-429-0262, ext. 0, to schedule an appointment with a certified Tax-Aide counselor. Walk-ins are welcome.

Calling All Artists



The Mansfield Downtown Partnership will be hosting a new series of events this summer and fall.

The *Square Fair* will take place on the fourth Friday of each month from May through September in Dog Lane in Storrs Center. The events will take place from 5—9 PM.

The *Square Fair* will feature local artists and makers selling their creations. Come downtown after work, meet your friends for dinner, and then stroll through the booths to find unique pieces of art!

Artists are invited to apply for a booth at one or more event. To request an application, please contact the Partnership via email or call 860.429.2740. The application is available on the Partnership's website in the Events section.

The Senior Center is hopping...

There will be a **Financial Awareness Seminar** presented by Webster Bank on Tuesday, March 11, at 11AM. Learn how to be more financially aware. This program is geared to people 55 years and up. Come and learn these important financial tips.

Learn the **Ins and Outs of Homecare** on Tuesday, March 4, at 11AM. A presenter from Interim Health Care will be providing the most up to date information about getting assistance in your home.

The UCONN Urban Service Track will present **Immunization Education** on Wednesday, March 26 at 12:45PM. This will be an interactive program based on a popular game show. Come and join in the fun while learning about immunizations.

All programs listed above are free, and no registration is required. Join us!

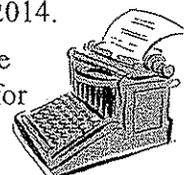
Senior Van Trips

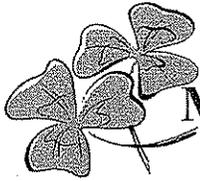
Call 860-429-0262 to register for these popular trips.

Tuesday, March 1: Ride to the Bristol Senior Center for lunch and dancing. Price \$4.50. Van leaves at 11AM, returns at 4PM. Sign up by 3/7/2014.

Tuesday, March 26: We are going to the New Britain Museum of American Art for the American Typewriter exhibit.

\$10.00 admission. Van leaves at 10:30AM, returns at 4PM. Sign up by 3/24/2014.





March Events and Activities in Mansfield

Parks and Recreation

March 1st/2nd – Watch your mail for your copy of the Spring Brochure. Inside you'll find many activities, trips, and programs for all ages. There is also a lot of information about various camps sponsored by the Parks and Recreation Dept.

Parents' Night Out

Saturday, Mar. 15, 3:30-7:30 PM
Drop off your children for an early evening of supervised fun for the kids and time out for parents including games, crafts, age-appropriate movies, pizza and more. Early registration is encouraged. \$20 per child (max \$40 per family).

Free Day at the Community Center

Friday, Mar. 21, 6:30-9:30 PM
Whether you're new to the community center or have been here often, if you're a Mansfield Resident you can visit for FREE. Proof of residency may be required.

Recreation Rescue

Monday, March 31
This one day camp includes creative games, activities and a trip. Detailed flyers will be distributed through the schools in early March. For children in grades K-8.



Mansfield Public Library

Real to Reel

Mondays, Mar. 10, 17 & 24
1-4 PM

Come and enjoy this intriguing series of award winning films. The series theme is LOVE ... as in a many splendored thing. Each session includes insights on media, handouts, group discussion, brief lectures and a closing reflection of music and collage. Sponsored by the UConn League. Free, no registration required.

Roger Tincknell: Children's Songs & Singing Games

Saturday, Mar. 15, 10 AM
Roger Tincknell brings his collection of musical instruments for a festive program of songs and singing games from around the world. Kids get a chance to play percussion instruments and everyone is encouraged to sing and dance along during this lively program. All ages are welcome.

Parent POP

Saturday, Mar. 22, 10AM – 12PM
Calling all Parents!

Join Jeff Smithson for a fun-filled morning devoted to the Power of Play. Jeff will show parents how to use movement and body language to tap into their innate creativity, improve their self-expression and enhance family communication.

Don't miss this fun and creative opportunity. PLEASE SIGN UP IN ADVANCE by emailing Kathleen Krider (kriderk@mansfieldct.org). Child care available.

Mansfield Senior Center

Herrmman Blood Pressure Clinic
Wednesday, Mar. 5

11:30 AM

For people 55+ years of age on a first come first serve basis. Free, no registration is required.

Reiki

Thursday, Mar. 6, 9AM - Noon
Bette Giordano leads a one hour session for \$30. Call for an appointment, 860-429-0262 ext 4.

Low Vision Support Group

Monday, Mar. 10, 11AM.

This is a facilitated support group for people who are impacted by vision loss. Pre-registration is encouraged but not required. Call 860-429-0262 ext. 4 for more information.

Caregivers Support Group

Thursday, Mar. 20, 6:30PM

This is a facilitated support group for people who are impacted by the responsibilities of caring for someone. Pre-registration is encouraged but not required. Call 860-429-0262 ext. 4 for more information.

Wii Bowling

Tuesday and Thursday mornings at 10AM and Thursday afternoons at 2:30PM. A fun group and an easy way to exercise!



More Senior Center programs and van trip information inside!



Town of Mansfield, Connecticut
Audrey P. Beck Municipal Building
4 South Eagleville Road, Mansfield, CT 06268
mansfieldct.gov 860.429.3336

TOWN OF MANSFIELD



AUDREY P. BECK BUILDING
FOUR SOUTH EAGLEVILLE ROAD
MANSFIELD, CT 06268-2599

PRESS RELEASE

POC: Sara-Ann Bourque, (860) 429-3336 x5

3/17/14

Mansfield Annual Report Now Available

The Town of Mansfield Fiscal Year 2012-2013 annual report is now available online at www.MansfieldCT.gov

Hard copies of the report are available at the Mansfield Town Hall in the Town Clerk's Office, Mansfield Community Center, Mansfield Senior Center and Mansfield Public Library.

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**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MWH*
CC: Maria Capriola, Assistant Town Manager; Dennis O'Brien, Town Attorney
Date: March 24, 2014
Re: Settlement Agreement between the Town of Mansfield, Desman Associates and Day Pitney LLP

Subject Matter/Background

Attached please find a proposed Settlement Agreement between the Town of Mansfield, Desman Associates and Day Pitney LLP. The purpose of the agreement would be to settle any claims that the Town and Desman Associates have against one another concerning the construction of the Storrs center parking garage.

As the Town Council is aware, the Town incurred an overrun of \$1,341,411 on the construction of the parking garage. As highlighted in the agreement, the Town contends that a portion of the overrun is attributable to acts or omissions by Desman or its subcontractors, acting as the Town's architect for this project. Desman disputes the Town's claims and contends that it is owed a balance of \$244,700, plus interest, for outstanding invoices and additional engineering services.

The main terms of the settlement agreement are as follows:

- Day Pitney LLP would serve as escrow agent. Mansfield would pay the agent a sum of \$145,000 to be remitted to Desman as a full and final payment for its services and Desman would pay \$215,000 to the escrow agent to be remitted to Mansfield as its contribution to the overrun. Because Mansfield has included a sum of \$156,698 in outstanding invoices to Desman in the calculation of the \$1.34 million overrun, the net effect of this change would be to lower the balance of the overrun by \$226,698. (See attached overrun analysis for more detail.)
- Desman would be solely responsible for any claims or payments due to its subcontractors and would hold Mansfield harmless in this regard.
- In consideration of the payment made by Desman, Mansfield would release Desman, its subcontractors and agents from any additional or future claims that are the subject of the Mansfield Compensation Claim.

(This would not release Desman from other potential claims, such as an unknown design fault that becomes problematic.)

- In consideration of the payment made by Mansfield, Desman would release the Town from any additional or future claims that are the subject of the Desman Compensation Claim.
- The agreement would not create any rights for third parties, such as subcontractors or material suppliers who worked on the project.
- The agreement would not constitute any admission of liability on the part of the parties.
- The parties would acknowledge that they had the ability to consult with legal counsel with respect to the agreement.
- The duties of the Escrow Agent would be to coordinate the payment of settlement funds.
- The agreement would constitute an entire and final agreement.
- The parties would acknowledge that the agreement shall be binding on their subsidiaries, employees, shareholders, agents and successors in interest.
- If any party failed to perform its obligations with respect to the payment obligations the other party would be entitled to terminate the agreement and their rights and obligations to one another shall be the terms established in the original AIA contract.

Financial Impact

As stated above, the overrun totals \$1,341,411. Through an amendment to the Parking Management Agreement, our developer LeylandAlliance has agreed to contribute \$770,391. This contribution represents the cost of the 7th deck of the garage, which the developer agreed to fund. Leyland's contribution brings the balance of the overrun to \$571,020. As explained above, Mansfield and Desman's exchange of checks would lower the overrun by an additional \$226,698. This contribution, less a rebate of \$15,120 from CL&P, would leave a balance of \$329,202 for the Town. As discussed in its presentation to the Council in October 2012, the Town would utilize future Storrs Center revenue to cover the cost of this \$329,202 liability.

Legal Review

The Town Attorney has assisted me in the negotiation and drafting of this settlement agreement. We have also received support from DayPitney LLP in its role as special counsel for the Storrs Center project.

Recommendation

The Town Attorney and I recommend that the Town Council authorize me to execute the proposed settlement agreement. Based on the advice of a consulting engineer and our own experience, we do not believe that the cost of proceeding to mediation or arbitration would result in a net return for the Town.

If the Town Council agrees with this recommendation, the following motion is in order:

Move, effective March 24, 2014, to authorize the Town Manager to execute the attached Settlement Agreement between the Town of Mansfield, Desman Associates and Day Pitney LLP.

Attachments

- 1) Proposed Settlement Agreement
- 2) Parking Garage Overrun Analysis
- 3) AIA Contract between Town of Mansfield and Desman Associates

SETTLEMENT AGREEMENT

This Settlement Agreement (this "Agreement") dated this ____ day of March, 2014, is made by and among the **Town of Mansfield**, a municipal corporation organized under the laws of the State of Connecticut, and having an address of Audrey P. Beck Municipal Building, 4 South Eagleville Road, Mansfield, Connecticut 06268-2599 ("Mansfield"), **Desman Associates**, having an address of 55 Capital Boulevard, 4th Floor, Rocky Hill, Connecticut 06067 ("Desman") and **Day Pitney LLP**, 242 Trumbull Street, Hartford, Connecticut 06103 ("Escrow Agent"). Mansfield and Desman shall collectively be referred to as the Parties.

WHEREAS, pursuant to the terms and provisions of that certain AIA Document B151-1997 Abbreviated Standard Form of Agreement Between Owner and Architect between Mansfield, as Owner, and Desman, as Architect, signed December 17, 2010 by Mansfield and signed December 21, 2012 by Desman (the "Contract"), Desman provided certain architectural and engineering services related to Parking Garage #1 (the "Project") to serve the Phase I development of the Storrs Center project in Mansfield, CT and Mansfield agreed to compensate Desman for those services;

WHEREAS, during the course of the design and construction of the Project, the overall cost of the design and construction of the Project incurred by Mansfield increased from the Project's original estimate due to a variety of factors;

WHEREAS, Mansfield contends that a portion of the increase in the overall cost of the design and construction of the Project incurred by Mansfield is attributable to the acts and/or omissions of Desman and/or its consultants and agents as fully set forth in Exhibit A, attached hereto, entitled "Mansfield Parking Garage Cost Overruns," (the "Mansfield Compensation Claim");

WHEREAS, Desman denies Mansfield's allegations that it is responsible for the Mansfield Compensation Claim and also contends that a number of Mansfield's allegations constitute betterment, are barred by the terms of the Contract (e.g. consequential damages), and/or were caused by the acts and/or omissions of Mansfield and its other contractors, consultants, engineers, and testing agencies;

WHEREAS, Desman contends that Mansfield owes Desman a final balance of \$244,700 in fees, costs and expenses, plus interest, with respect to the Project above and beyond what has been paid by Mansfield to Desman to date, consisting of an outstanding balance of \$148,600 under invoices previously submitted under the Contract, \$26,600 due from not yet submitted invoices (for work included in the Contract) and \$69,500 for additional engineering services (above the scope of the original Contract), none of which have yet been approved or authorized by Mansfield although Desman contends that such sums are due and owing under the Contract (collectively, the "Desman Compensation Claim");

WHEREAS, Mansfield denies that it owes such fees, plus interest, to Desman;

WHEREAS, the Contract requires that the Parties mediate all disputes and, if not successful in mediation, the Contract requires the Parties to arbitrate any remaining disputes;

WHEREAS, each of the Parties desires to avoid the time, uncertainty and likely significant expense of participating in the above referenced dispute resolution procedures;

WHEREAS, the Parties now desire to resolve and settle the Mansfield Compensation Claim and the Desman Compensation Claim; and,

WHEREAS, these recitals are not merely recitals but are material terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises as set forth herein, as well as for other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. Within ten (10) business days after the execution by all parties of this Agreement and the delivery of executed W-9 forms for each of the Parties and the Escrow Agent to each other, the Parties shall deliver or cause to be delivered the following funds (collectively, the "Settlement Funds") and documents to Escrow Agent, to be held in escrow and disbursed by Escrow Agent in accordance with the terms of this Agreement:

- (a) Mansfield shall deliver to the Escrow Agent four counterpart originals of this Agreement, duly executed, witnessed and acknowledged by Mansfield;
- (b) Desman shall deliver to the Escrow Agent four counterpart originals of this Agreement, duly executed, witnessed and acknowledged by Desman;
- (c) Mansfield shall deliver to the Escrow Agent cash in the amount of One Hundred Forty-Five Thousand and No/100 Dollars (\$145,000.00) by wire transfer to the account referenced on Exhibit B attached hereto ("Escrow Agent's Account"); and
- (d) Desman and/or its insurance carrier shall deliver or cause to be delivered to the Escrow Agent cash in the total amount of Two Hundred Fifteen Thousand and No/100 Dollars (\$215,000.00) by wire transfer to Escrow Agent's Account.

No interest shall be payable to any Party on the Settlement Funds.

2. Upon the Escrow Agent's receipt of the Settlement Funds and four fully executed counterpart originals of this Agreement from each party, the Escrow Agent shall disburse and release the Settlement Funds as follows:

- (a) Escrow Agent shall wire transfer cash in the amount of Two Hundred Fifteen Thousand and No/100 Dollars to Mansfield in accordance with the wire transfer instructions set forth on Exhibit C attached hereto, and deliver to Mansfield one fully executed original of this Agreement; and
- (b) Escrow Agent shall wire transfer cash in the amount of One Hundred Forty-Five Thousand and No/100 Dollars (the "Mansfield Payment") to Desman in accordance with the wire transfer instructions set forth on Exhibit D attached hereto, and deliver to Donald W. Doeg, Esq., Updike, Kelly & Spellacy, P.C., 100 Pearl Street, Hartford, Connecticut 06123-1277, two fully executed originals of this Agreement.

3. Desman, at its sole cost and expense, shall be responsible to resolve any open invoices and any subsequent claims, if any, by its consultants, agents or subcontractors made against Mansfield or the Project for the payment of any fees, costs and expenses related to the Project. Desman, in consideration of the Mansfield Payment, hereby agrees to indemnify and hold Mansfield harmless from and against any and all claims, demands, assertions, lawsuits, costs, expenses, losses and liabilities asserted by its consultants, agents, subcontractors or any other entity against or incurred by Mansfield (including, without limitation, reasonable attorneys' fees and costs) arising out of, attributable to, resulting from or related to Desman's obligations under the Contract.

4. In consideration of the payment to be made by Desman in accordance with Section 1(b) above, the contemporaneous release by Desman set forth in Section 5 below, the performance of Desman's obligations under Section 3 above, and other good and valuable consideration, Mansfield does hereby remise, release and discharge Desman, its owners, principals, partners, shareholders, directors, employees, officers, agents, attorneys, consultants and its successors in interest, of and from all manner of action and actions, cause and causes of action, suits, grievances, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, trespasses, damages, judgments, extents, executions, claims, liens and demands whatsoever at law or in equity, which Mansfield had, has or will in the future have arising out of any of the claims, facts, allegations and circumstances which are the subject of the Mansfield Compensation Claim.

5. In consideration of the payment to be made by Mansfield in accordance with Section 1(a) above, the contemporaneous release by Mansfield set forth in Section 4 above, and other good and valuable consideration, Desman does hereby remise, release and discharge Mansfield, and any and all of its agents, servants, officers, representatives, attorneys, successors, assigns, departments, divisions, officials and employees, of and from all manner of action and actions, cause and causes of action, suits, grievances, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, trespasses, damages, judgments, extents, executions, claims, liens and demands whatsoever at law or in equity, which Desman had, has or in the future will have arising out of any of the claims, facts, allegations and circumstances which are the subject of the Desman Compensation Claim.

6. This Agreement shall not create any rights in favor of any third persons or entities including, but not limited to, any contractors who performed work on the Project or suppliers or materialmen who furnished materials to the Project.

7. The Parties understand and acknowledge that this Agreement and the performance of the Parties' respective obligations hereunder is part of a compromise, and neither this Agreement nor such performance does or shall constitute any admission of liability or responsibility on the part of the Parties to this Agreement.

8. The Parties expressly acknowledge that they have had the opportunity to consult with counsel in connection with the execution of this Agreement; the Parties have not been induced by any representations by the other Parties or others to enter into this Agreement; and the Parties do so of their own free will.

9. The sole duties of Escrow Agent shall be those described herein, and Escrow Agent shall be under no obligation to determine whether the other parties hereto are complying with any requirements of law or the terms and conditions of any other agreements among said parties. Escrow Agent may conclusively rely upon and shall be protected in acting upon any notice, consent, order, or other document believed by it to be genuine and to have been signed or presented by the proper party or parties, consistent with reasonable due diligence on Escrow Agent's part. Escrow Agent shall have no liability in the event of failure, insolvency or inability of the depository to pay such funds upon demand or withdrawal. Escrow Agent may seek the advice of counsel with respect to any issue concerning the interpretation of its duties hereunder, and Escrow Agent shall not be liable for any action taken or omitted in good faith upon advice of its counsel. Escrow Agent shall have the right at all times to pay the Settlement Funds and deposit the documents held by it (i) to the appropriate party under the terms hereof, or (ii) into any court of competent jurisdiction after a dispute between or among the parties hereto has arisen, whereupon Escrow Agent's obligations hereunder shall terminate. Escrow Agent shall be under no obligation to institute or defend any action, suit, or proceeding in connection with this Agreement. The Parties hereby jointly and severally indemnify the Escrow Agent against any loss, liability, or damage (including costs of litigation and reasonable attorneys' fees) arising from and in connection with the performance of the Escrow Agent's duties under this Agreement, whether such dispute arises between the parties hereto or with others, it being understood and agreed that the Escrow Agent may interplead such dispute, and the Parties will hold the Escrow Agent harmless and indemnify it against all consequences and expenses which may be incurred by the Escrow Agent in connection therewith, except those consequences and expenses arising by reason of the Escrow Agent's gross negligence or willful misconduct. Escrow Agent may be replaced as Escrow Agent, and a successor Escrow Agent may be designated, only upon the express written direction of Mansfield and Desman. Escrow Agent may resign as Escrow Agent at any time upon giving 30 days' prior written notice to Desman and Mansfield, during which period Mansfield shall designate a successor Escrow Agent and shall give notice thereof to Desman.

10. This Agreement contains the entire agreement among the Parties hereto with respect to the subject matter hereof. No promise, inducement, or agreement not expressly set forth in this Agreement has been made by any Party with respect to the subject matter hereof. This Agreement may not be amended in any respect except by writing duly executed by authorized representatives of the Parties. This Agreement shall be deemed to have been drafted by all Parties and should not be construed strictly against any Party.

11. It is agreed, acknowledged and understood that this Agreement shall be binding upon each of the Parties and their respective subsidiaries, affiliates, officers, directors, principals, members, shareholders, employees, agents, representatives, insurers, heirs, executors, administrators, successors in interest and assigns, as is applicable; provided, however, that neither Party shall be entitled to assign its rights or obligations under this Agreement, including without limitation, any rights to payment.

12. This Agreement shall be construed under and governed by the laws of the State of Connecticut.

13. If any of the provisions, terms or clauses of this Agreement is declared illegal, unenforceable or ineffective, those provisions, terms and clauses shall be severable, such that all

provisions, terms and clauses of this Agreement shall remain valid and binding upon the Parties to the fullest extent permitted by law.

14. This Agreement may be executed in counterparts, and any signature sent via facsimile or e-mail shall be treated as and have the full force and effect of an original signature. All exhibits attached hereto are hereby incorporated herein and made a part hereof.

15. Each of the undersigned is duly authorized and has the full right, power and authority to make, execute, deliver and perform this Agreement.

16. If any Party fails to perform its obligations under Section 1 on or before the date set forth in Section 1 for such performance, the non-defaulting Party shall be entitled to terminate this Agreement by written notice to the other Party at its address set forth in the Preamble (with a copy to the Escrow Agent), and upon receipt of such notice, the Escrow Agent shall be entitled to return the Settlement Funds and the documents to the Party from whom it received the same, this Agreement shall terminate, the Parties shall have no further liability to each other hereunder and their rights and obligations with respect to the Project and the services provided by Desman shall be as set forth in the Contract.

17. This Agreement shall not be effective until fully executed by all Parties.

[Remainder of page is intentionally blank. Signature pages follow.]

Desman Associates

By: _____

Name:

Its:

Duly Authorized

Date: _____

STATE OF CONNECTICUT)

) ss:

COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by _____, the _____ of Desman Associates, a _____, on behalf of said _____, as his free act and deed and the free act and deed of _____.

Notary Public
Commissioner of the Superior Court

ESCROW AGENT:

Day Pitney LLP

By: _____

Name:

Title:

Date: _____

EXHIBIT A

Mansfield Parking Garage Cost Overruns

Mansfield Parking Garage Cost Overruns			LRH 1/15/13	
<i>The computation of "net" additional costs paid by the Town of Mansfield due to design oversights</i>				
			Price Town should have paid	"Net" overpayment by Town
1A. Rock	<i>Quantity/Units</i>	<i>Price Town paid</i>		
<p>bid for the construction of the garage was supposed to be a lump sum; however, the detailed contract specifications for rock a unit price for rock excavation was mistakenly included so that none of the bidders carried any quantity of rock in their bids. As a result, 1180.3 CY of rock was assumed by the contractor to be paid at his price of \$200 per CY. With the developer's assistance, this very high price was negotiated with the contractor down to a lower price of \$138.50 per CY. However, this price was still far in excess of what we believe would have been included in a properly specified lump sum bid. At \$95 per CY the savings would have been \$51,000. At \$75 per CY the savings would have been \$75,000. The developer paid closer to \$55 per CY for his nearby non-trench rock excavation. Our more recent contract for the mass blasting, crushing and reuse of rock to build an adjacent roadway was only \$15.50 per CY. Using \$55 per CY as the basis for what we should have paid, the Town overpaid by \$83.50 per CY.</p>	1180.3 CY	\$138.50 per CY	\$55 per CY	\$98,555
1B. Related additional Engineering & Inspection work for rock				
<p>Because of the error in the rock specifications so that rock was now a very expensive unit price item, additional geotechnical engineering was required to identify and quantify the rock excavation. This amounted to \$43,900 of unanticipated geotech services, which would not have been necessary had the rock been part of the lump sum bid as it was supposed to be.</p>	Lump Sum	\$43,900	\$0	\$43,900
2A. Caissons				
<p>The design of the garage was supposed to be founded on bedrock that according to the geotechnical report was supposed to be a few feet below the surface. Inexplicably, the geotechnical consultant did not have borings at the southern corners and foundation line and when the excavations for the foundations were solid bedrock was up to 25 feet below the surface. The foundation had to be redesigned and caissons were selected as the best alternative. Several caisson contractors were interviewed and Donaldson was selected to construct them. Donaldson's bill was \$459,238, but the Town also had to pay \$140,000 to the site contractor to assist the caisson contractor as well as \$13,500 to the GC for additional supervision as well as \$96,193 and \$45,097 in OH&P (markup) to the GC. This totalled \$757,028, which we believe was at least \$250,000 more than the Town should have paid if the foundation design had been correct in the first place. The designer's cost estimator (Leach) estimated that the price of the caissons should have been a mere \$130,000. We tripled that estimate, allowed \$110,000 for OH&P and supervision, and still paid \$250,000 more than the \$500,000 the Town might have paid for this work were the foundation design not changed during construction.</p>		\$757,028	\$500,000	\$257,028
2B. Additional geotech field engineering for caisson construction				
<p>As per the ASCE specifications for the construction of caissons, a qualified geotech had to be present during their construction.</p>	Lump Sum	\$68,100	\$0	\$68,100
2C. Concrete construction				
<p>Because of the redesign of the southerly foundation, we believe a premium was paid for the additional concrete construction work. The designer's estimator noted that the change in concrete work should have been a net zero. Instead the Town paid \$55,000 for the additional concrete work.</p>	Lump Sum	\$54,554	\$0	\$54,554
3. Mechanical & Electrical design errors and omissions				
<p>There were numerous shortcomings on the design plans dealing with mechanical and electrical items. These resulted in change orders that in addition to the 15% mark-up, cost the Town at least another 15% because the pricing was not done competitively. These items are explained below in general terms -- the actual change order proposals can be reviewed for the exact nature of the work.</p>				
A. Electrical -- Wrong sized neutral conductor COP16		\$1,762	\$1,355	\$407
B. Electrical -- Remote panel lighting inverter COP 39		\$2,025	\$1,558	\$467

C. Electrical -- Standby Generator annunciator /EPO switch COP 40		\$4,523	\$3,479	\$1,044
D. Electrical -- Feeder conduits; dat & telecom conduits COP 21,34		\$24,167	\$18,590	\$5,577
E. Electrical -- Fire alarm heat and A/C; remote alarm panel COP 36,44		\$17,772	\$13,671	\$4,101
F. Electrical -- Transfer switch changes; generator changes COP 48		\$23,191	\$17,839	\$5,352
G. Electrical -- Enlarge electrical room COP 55		\$639	\$492	\$147
H. Electrical -- Grounding and feed conductors COP 33		\$36,955	\$28,427	\$8,528
I. Electrical -- Relays for emergency lighting COP 84		\$1,293	\$995	\$298
J. Electrical -- Exterior lights, both stairway doors COP 73, 77, 115		\$8,055	\$6,196	\$1,859
K. Electrical -- Larger circuit panel COP 81		\$6,360	\$4,892	\$1,468
L. Electrical -- Parking access control system COP 68		\$57,635	\$44,335	\$13,300
M. Electrical -- Conduits for TS-2 door card readers COP 85		\$13,619	\$10,476	\$3,143
N. Electrical -- Add lights and outlets to elevator areas COP 98		\$4,007	\$3,082	\$925
O. Electrical -- Terminate secondary wiring at meter socket COP111		\$836	\$643	\$193
P. Electrical -- Additional circuits for elevator COP 104		\$4,456	\$3,428	\$1,028
Q. Electrical -- 40 amp breakers for charging stations COP 105		\$1,236	\$951	\$285
R. Mechanical -- Increase size of plumbing vents COP 19		\$4,523	\$3,479	\$1,044
S. Mechanical -- HD cleanouts; storm water piping reconfig COP 66,67		\$4,573	\$3,518	\$1,055
T. Structural -- Cut elevator pit foundation walls to proper grade COP 50		\$2,683	\$0	\$2,683
U. Structural -- Stair B top level doorway too narrow for code COP 114		\$6,736	\$5,182	\$1,554
V. Mechanical -- No gas piping shown to generator COP 46		\$8,407	\$6,467	\$1,940
W. Structural -- Elevator divider beams COP 76		\$2,837	\$2,182	\$655
X. Structural -- Provide topping slab wire mesh COP 54		\$2,539	\$1,953	\$586
Y. Mechanical -- Incorrect fire fittings COP 89		\$1,150	\$885	\$265
Z. Mechanical -- Reserved area signage COP 96		\$1,885	\$1,450	\$435
AA. Mechanical -- Reconfigure roof drains to storm system COP91		\$1,852	\$1,425	\$427
BB. Mechanical -- Incorrect floor drains COP 43		\$13,722	\$10,555	\$3,167
CC. Mechanical -- Provide knock box for fire emergencies COP 107		\$444	\$342	\$102
DD. Mechanical -- Aluminum infill in chases COP 108		\$1,870	\$1,438	\$432
EE. Miscellaneous -- Saturday and OT work to open on schedule COP 102		\$7,189	\$5,530	\$1,659
FF. Miscellaneous -- 3rd floor bollards at nesting gates COP 113		\$3,450	\$2,654	\$796
GG. Miscellaneous -- relocate Exit Signs COP 100		\$3,514	\$2,703	\$811
	subtotal -- MEP:	\$275,905	\$210,171	\$65,734
Costs for 7th floor beyond our ability to pay				
) to 25% of \$750,000) -- 10% figure is shown here				
				\$75,000
LAND TOTAL:				\$662,871

Exhibit B

Escrow Agent's Wiring Instructions

Bank Name: Bank of America
ABA Number: 0260-0959-3
Account Name: Day Pitney LLP
IOLTA Account/Clients Fund

Account No.: 0099709067

Please reference: Town of Mansfield/158012/003450/Rosemary Ayers

Exhibit C

Mansfield Wiring Instructions

Exhibit D

Desman Wiring Instructions

Parking Garage Overrun Analysis

Total Project Costs *	\$ 11,341,411	
Project Budget	<u>10,000,000</u>	
Total Overrun		\$ 1,341,411
Leyland Agreement for 7th Floor		<u>(770,391)</u>
Remaining Balance		571,020
Proposed Settlement with Desman:		
Outstanding Invoices owed to Desman	\$ 156,698	
Settlement Amount	<u>145,000</u>	
Reduction to Project Costs		(11,698)
Direct Payment from Desman		<u>(215,000)</u>
Net Overrun		344,322
CL&P Rebate		<u>(15,120)</u>
Town Liability		<u><u>329,202</u></u>

* Includes \$156,698 owed to Desman

AIA DOCUMENT B151-1997

Abbreviated Standard Form of Agreement Between Owner and Architect

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AGREEMENT made as of the _____ day of _____
in the year _____
(In words, indicate day, month and year)

BETWEEN the Architect's client identified as the Owner:
(Name, address and other information)

The Town of Mansfield, CT
4 South Eagleville Road
Storrs/Mansfield, CT 06268

Att: Matthew W. Hart; Town Manager

and the Architect:
(Name, address and other information)

Desman Associates
175 Capital Boulevard, Suite 203
Rocky Hill, CT 06067

Att: Mr. Norman L. Goldman, Principal

For the following Project:
(Include detailed description of Project)

See following sheet.



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ABBREVIATED OWNER-
ARCHITECT AGREEMENT

The Owner and Architect agree as follows.

For the following Project:
(Include detailed description of Project)

Design Engineering of Parking Garage #1, a 540 or 660 space parking structure to serve the Phase I development of the Storrs Center, a mixed use town center planned by the Mansfield Downtown Partnership, together with Layland Alliance and the Town. This structure will be immediately adjacent to and interface with an Intermodal Transportation Facility, roadways and residential units designed by others. Desmans' services will include demolition plans, site evaluation, architectural & structural design of the parking structure building's interiors, exteriors and facades; design of interfaces with surrounding walkways, roadways and adjacent buildings; ingress and egress into the building for vehicles and pedestrians; heating/ventilation, electrical, drainage, plumbing and water & sewer systems; stairways, elevators and landings; parking garage access/gate control systems, garage lighting, fire suppression systems, signage, striping and security systems. Design will be coordinated with transit related facilities for bus passengers, bicyclists, pedestrians, car sharing & the adjacent buildings of the proposed Storrs Center. The contract limit lines for this design design is assumed to be within five (5') feet of the building perimeter. We assume that site utilities and storm water detention are by others that design incorporates the garage and appropriate permits have or will be obtained by the town or its consultant.

Layland



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The American Institute
of Architects
1735 New York Avenue, N.W.
Washington, D.C. 20006-5292

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

- 1.1 The services performed by the Architect, Architect's employees and Architect's consultants shall be as enumerated in Articles 2, 3 and 12.
- 1.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which may be adjusted as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.
- 1.3 The Architect shall designate a representative authorized to act on behalf of the Architect with respect to the Project.
- 1.4 The services covered by this Agreement are subject to the time limitations contained in Subparagraph 11.5.1.

ARTICLE 2 SCOPE OF ARCHITECT'S BASIC SERVICES

2.1 DEFINITION

The Architect's Basic Services consist of those described in Paragraphs 2.2 through 2.6 and any other services identified in Article 12 as part of Basic Services, and include normal structural, mechanical and electrical engineering services.

2.2 SCHEMATIC DESIGN PHASE

2.2.1 The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.

2.2.2 The Architect shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Subparagraph 5.2.1.

2.2.3 The Architect shall review with the Owner alternative approaches to design and construction of the Project.

2.2.4 Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

2.2.5 The Architect shall submit to the Owner a preliminary estimate of Construction Cost based on current area, volume or similar conceptual estimating techniques.

2.3 DESIGN DEVELOPMENT PHASE

2.3.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program, schedule or construction budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

2.3.2 The Architect shall advise the Owner of any adjustments to the preliminary estimate of Construction Cost.



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2.4 CONSTRUCTION DOCUMENTS PHASE

2.4.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

2.4.2 The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.

2.4.3 The Architect shall advise the Owner of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.

2.4.4 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

2.5 BIDDING OR NEGOTIATION PHASE

The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

2.6 CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT

2.6.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the initial Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.

2.6.2 The Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement, unless otherwise provided in this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.

2.6.3 Duties, responsibilities and limitations of authority of the Architect under this Paragraph 2.6 shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractor, which consent will not be unreasonably withheld.

2.6.4 The Architect shall be a representative of and shall advise and consult with the Owner during the administration of the Contract for Construction. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written amendment.

2.6.5 The Architect, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the Owner and the Architect in Article 12; (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or



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continuous on-site inspections to check the quality or quantity of the Work. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

2.6.6 The Architect shall report to the Owner known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

2.6.7 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

2.6.8 Except as otherwise provided in this Agreement or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

2.6.9 CERTIFICATES FOR PAYMENT

2.6.9.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts.

2.6.9.2 The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Subparagraph 2.6.5 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

2.6.9.3 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

2.6.10 The Architect shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.



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2.6.11 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

2.6.12 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Architect shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

2.6.13 The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Architect as provided in Subparagraphs 3.1.1 and 3.3.3, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents.

2.6.14 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

2.6.15 The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

2.6.16 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

2.6.17 The Architect shall render initial decisions on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. However, the Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.



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2.6.18 The Architect's decisions on claims, disputes or other matters in question between the Owner and Contractor, except for those relating to aesthetic effect as provided in Subparagraph 2.6.17, shall be subject to mediation and arbitration as provided in this Agreement and in the Contract Documents.

ARTICLE 3 ADDITIONAL SERVICES

3.1 GENERAL

3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified in Article 12, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Paragraphs 3.2 and 3.4 shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Paragraph 3.3 are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Paragraph 3.3 are not required, the Owner shall give prompt written notice to the Architect. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Architect shall have no obligation to provide those services.

3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

3.2.1 If more extensive representation at the site than is described in Subparagraph 2.6.5 is required, the Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.

3.2.2 Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as agreed by the Owner and Architect. The duties, responsibilities and limitations of authority of Project Representatives shall be as described in the edition of AIA Document B352 current as of the date of this Agreement, unless otherwise agreed.

3.2.3 Through the presence at the site of such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement.

3.3 CONTINGENT ADDITIONAL SERVICES

3.3.1 Making revisions in drawings, specifications or other documents when such revisions are:

- 1 inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;
- 2 required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or
- 3 due to changes required as a result of the Owner's failure to render decisions in a timely manner.

3.3.2 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction, except for services required under Subparagraph 5.2.5.

3.3.3 Preparing Drawings, Specifications and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives.

3.3.4 Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to Drawings, Specifications and other documentation resulting therefrom.



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3.3.5 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

3.3.6 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.

3.3.7 Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work.

3.3.8 Providing services in connection with a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto.

3.3.9 Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.

3.4 OPTIONAL ADDITIONAL SERVICES

3.4.1 Providing analyses of the Owner's needs and programming the requirements of the Project.

3.4.2 Providing financial feasibility or other special studies.

3.4.3 Providing planning surveys, site evaluations or comparative studies of prospective sites.

3.4.4 Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project. Other than stated in Exhibit "A"

3.4.5 Providing services relative to future facilities, systems and equipment. Other than stated in Exhibit "A".

3.4.6 Providing services to investigate existing conditions or facilities or to make measured drawings thereof.

3.4.7 Providing services to verify the accuracy of drawings or other information furnished by the Owner.

3.4.8 Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.

3.4.9 Providing services in connection with the work of a construction manager or separate consultants retained by the Owner. Other than stated in Exhibit "A"

3.4.10 Providing detailed estimates of Construction Cost. Other than stated in Exhibit "A".

3.4.11 Providing detailed quantity surveys or inventories of material, equipment and labor.

3.4.12 Providing analyses of owning and operating costs.

3.4.13 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.



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3.4.14 Providing services for planning tenant or rental spaces.

3.4.15 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.

3.4.16 Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

3.4.17 Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals; training personnel for operation and maintenance, and consultation during operation.

3.4.18 Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than 60 days after the date of Substantial Completion of the Work.

3.4.19 Providing services of consultants for other than architectural, structural, mechanical and electrical engineering portions of the Project provided as a part of Basic Services. Other than stated in Exhibit "A"

3.4.20 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

ARTICLE 4 OWNER'S RESPONSIBILITIES.

4.1 The Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. The Owner shall furnish to the Architect, within 15 days after receipt of a written request, information necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

4.2 The Owner shall establish and periodically update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

4.3 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such designated representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

4.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark. Other than stated in Exhibit "A"

4.5 The Owner shall furnish the services of geotechnical engineers when such services are requested by the Architect. Such services may include but are not limited to test borings, test pits,



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determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations. Other than stated in Exhibit "A".

4.6 The Owner shall furnish the services of consultants other than those designated in Paragraph 4.5 when such services are requested by the Architect and are reasonably required by the scope of the Project.

4.7 The Owner shall furnish structural, mechanical, and chemical tests; tests for air and water pollution; tests for hazardous materials; and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

4.8 The Owner shall furnish all legal, accounting and insurance services that may be necessary at any time for the Project to meet the Owner's needs and interests. Such services shall include auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.

4.9 The services, information, surveys and reports required by Paragraphs 4.4 through 4.8 shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

4.10 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service.

ARTICLE 5 CONSTRUCTION COST,

5.1 DEFINITION

5.1.1 The Construction Cost shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work.

5.1.3 Construction Cost does not include the compensation of the Architect and the Architect's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner as provided in Article 4.

5.2 RESPONSIBILITY FOR CONSTRUCTION COST

5.2.1 Evaluations of the Owner's Project budget, the preliminary estimate of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.



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5.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.

5.2.3 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry.

5.2.4 If a fixed limit of Construction Cost (adjusted as provided in Subparagraph 5.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

1. give written approval of an increase in such fixed limit;
2. authorize rebidding or renegotiating of the Project within a reasonable time;
3. terminate in accordance with Paragraph 8.5; or
4. cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

5.2.5 If the Owner chooses to proceed under Clause 5.2.4, the Architect, without additional compensation, shall modify the documents for which the Architect is responsible under this Agreement as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of such documents without cost to the Owner shall be the limit of the Architect's responsibility under this Subparagraph 5.2.5. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

ARTICLE 6 USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

6.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

6.2 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven days of termination all originals and reproductions in the Owner's possession or control. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.



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6.3 Except for the licenses granted in Paragraph 6.2, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. However, the Owner shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by license granted in Paragraph 6.2. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. The Owner shall not use the Instruments of Service for future additions or alterations to this Project or for other projects, unless the Owner obtains the prior written agreement of the Architect and the Architect's consultants. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

6.4 Prior to the Architect providing to the Owner any Instruments of Service in electronic form or the Owner providing to the Architect any electronic data for incorporation into the Instruments of Service, the Owner and the Architect shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

ARTICLE 7 DISPUTE RESOLUTION

7.1 MEDIATION

7.1.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

7.1.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

7.1.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

7.2 ARBITRATION

7.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with Paragraph 7.1.

7.2.2 Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall



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be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.

7.2.3 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

7.2.4 No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

7.2.5 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

7.3 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 8.

ARTICLE 8 TERMINATION OR SUSPENSION

8.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven days' written notice to the Owner. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

8.3 If the Project is suspended or the Architect's services are suspended for more than 90 consecutive days, the Architect may terminate this Agreement by giving not less than seven days' written notice.

8.4 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.



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8.5 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 8.7.

8.7 Termination Expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.1 This Agreement shall be governed by the law of the principal place of business of the Architect, unless otherwise provided in Article 12.

9.2 Terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

9.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed.

9.4 To the extent damages are covered by property insurance during construction, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

9.5 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.

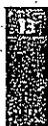
9.6 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

9.7 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.



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9.8 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

9.9 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

9.10 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

ARTICLE 10 PAYMENTS TO THE ARCHITECT

10.1 DIRECT PERSONNEL EXPENSE

Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

10.2 REIMBURSABLE EXPENSES

10.2.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified in the following Clauses:

1. transportation in connection with the Project, authorized out-of-town travel and subsistence, and electronic communications;
2. fees paid for securing approval of authorities having jurisdiction over the Project;
3. reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service;
4. expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
5. renderings, models and mock-ups requested by the Owner;
6. expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
7. reimbursable expenses as designated in Article 12;
8. other similar direct Project-related expenditures.

10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

10.3.1 An initial payment as set forth in Paragraph 11.1 is the minimum payment under this Agreement.

10.3.2 Subsequent payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Subparagraph 11.2.2.

10.3.3 If and to the extent that the time initially established in Subparagraph 11.5.1 of this Agreement is exceeded or extended through no fault of the Architect, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Subparagraph 11.3.2.



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10.3.4 When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Subparagraph 11.2.2, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project.

10.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

10.5 PAYMENTS WITHHELD

No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been adjudged to be liable.

10.6 ARCHITECT'S ACCOUNTING RECORDS

Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE II BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

11.1 An Initial Payment of - 0 - Dollars
(\$ - 0 -) shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

11.2 BASIC COMPENSATION

11.2.1 For Basic Services, as described in Article 2, and any other services included in Article 12 as part of Basic Services, Basic Compensation shall be computed as follows:

(Insert basis of compensation, including stipulated sums, multiples or percentages, and identify phases to which particular methods of compensation apply, if necessary.)

A percentage of work by phase, completed within the term of monthly invoices, plus any approved expenses.



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SECTION 3 – SCOPE OF SERVICES

The following serves to clarify our interpretation of the requested proposed design scope of services.

Parking Garage Scope of Work Narrative

Meet with all project participants, including but not limited to; the project’s design review committee, intermodal elements designer and others to obtain latest concept information and drawings, discuss structure type studies, sustainability guidelines, deliverables and schedules.

Task 1 Site, Environmental, and Subsurface Exploration Program

A subsurface exploration program will be undertaken for the parking structure. The work effort includes boring location plans, geotechnical report, and administration of the contract.

- 1.1 Geotechnical: The Consultant will develop a program for a detailed soils investigation and analysis for work related to the construction of the parking structure. The Consultant will perform the following tasks or include the following information in the program.
 - 1.1.1 Visit site to observe conditions and record water levels in existing, functioning groundwater monitoring wells in the site vicinity.
 - 1.1.2 Conduct engineering analyses; prepare bedrock contour plan and set control points.
 - 1.1.3 Prepare geotechnical report
 - 1.1.4 Prepare final geotechnical report after receiving review
 - 1.1.5 Attend meeting with design team and OWNER.
- 1.2 Prepare two maps describing property upon which the garage and adjacent intermodal facilities will be located.
- 1.3 Review existing T-2 Survey and perform all necessary verifications.
- 1.4 Perform a preliminary hazardous material screening for the projected area.
- 1.5 Review Status of the application for categorical exclusion (CE)



Task 2 Demolition, Constructability and Erection

- 2.1 The consultant will prepare plans and specifications for the demolition of the existing structure, electrical, mechanical, architectural construction components, foundations as well as sitework, site electrical and utilities. We assume there are no environmental issues associated with the building.
- 2.2 Utility Relocations: The consultant shall coordinate with Connecticut Light and Power for the protection any power transmission lines that cross the site if necessary. Design effort to modify the building design to account for conduits, duct banks, access man holes, maintenance of service during construction and service change-over sequence plans is included in this scope of work.
- 2.3 Prestressed Superstructure Erection Meeting with OWNER
- 2.3.1 The consultant shall prepare an erection plan for the construction of garage superstructure elements for review by Owner for inclusion in the contract documents. This plan will show the proposed build-up area for the garage, a crane capable of performing the erection, proposed crane location, clearances to power lines, and the erection sequence.

Task 3 Preliminary Design and Permitting Plans: 30% Documents

The consultant will develop and prepare preliminary design plans considering bases of design elements to the schematic level. Plans will include functional concepts, site plans, architectural, structural, mechanical and electrical plans, graphic and signage plans of both the garage and transportation center connection. Plans required for utility connections environmental, traffic and other approvals will be incorporated in this phase.

- 3.1 Meet with the owner and review all existing information prepared on the project.

Consultant will develop several alternative building functional concepts relating to this assignment. These plans will consider elements such as entry/exit opportunities, ramping systems, pedestrian core locations, bus & taxi pickup & drop off areas, relationship to road and traffic movements, height of structure, and interface with future transportation center, pedestrian access to bus station, geotechnical issues and



structural impact of various framing designs on availability, function, long term durability, schedule and projected budgets.

- 3.3 Preliminary Design Plans: The consultant shall develop schematic plans and estimates for a parking garage to the 30% level.

The following basis for design technical assumptions shall apply:

- 3.3.1 The Parking Garage shall be designed as an 'Open Parking Garage', Use Group S-2, Construction Type IIB per CT State Building Code Section 406.3.
- 3.3.2 The garage shall be designed to accommodate approximately 540-660 automobiles on multiple levels, permitted on the site by code and zoning regulations.
- 3.3.3 No commercial areas will be incorporated into the facility.
- 3.3.4 The lower level may contain support facilities consisting of a management/cashiering office, office space for future security monitoring, employee facilities, restrooms for employees' use, and storage rooms with a combined area not exceeding 1000 square feet, per CT State Building Code IBC Section 406.3.5.1. Domestic water and sewer lines will be designed to service the toilet room. No sprinklers or other automated fire suppression will be required, per CT State Building Code IBC Table 302.1.1. (2-hour fire separation will be incorporated.)
- 3.3.5 Public restrooms shall not be provided.
- 3.3.6 All support areas, except storage rooms shall be provided with thermostatically controlled heating, ventilating and air conditioning systems.
- 3.3.7 The design will permit the alternative use of meter and operator-attended parking. A fare collection system will be provided.
- 3.3.8 A class I manual (dry) standpipe system will be required for the facility. The consultant will meet with local fire officials to determine whether a pump truck hookup vs. a post indicator valve system will be required. If a post indicator valve is needed, current street pressure will be researched and the water line will need to be upgraded appropriately.
- 3.3.9 The consultant will meet with local fire officials to determine fire fighting requirements.
- 3.3.10 The parking structure shall be designed in such a manner that there will be no discharge of storm waters off the exterior and interior edges of the elevated



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floors. The entire perimeter of each floor shall be sloped toward the interior to provide positive drainage. Water shall drain away from elevators and stairwells. Provide positive drainage on all levels (minimum 1.5% slope in all directions). Roof level floor drains will lead to the storm drainage system with pre-treatment. Interior level floor drains will lead to a sanitary sewer in close proximity to the site. All drainage will be coordinated with the approved storm drainage plan design for the development.

- 3.3.11 Minimum, vertical clearance for vehicles shall be 7'6" to the underside of any obstruction, with an absolute minimum of 7'2", except a minimum of 8'2" shall be provided for routes to van accessible spaces. A clearance bar shall be suspended at each vehicle entrance at a height such that its clearance height is equal to the minimum clearance anywhere in the garage. Signage shall indicate the minimum clearance.
- 3.3.12 Pedestrian access to the garage shall be provided at points along its perimeter which are convenient to pedestrian circulation. Pedestrian and vehicle conflicts at ingress/egress points shall be minimized.
- 3.3.13 Offices and other support spaces shall be equipped with magnetic locks and card readers. There will be no active intrusion detection system or central monitoring station for door locks. There will be a Closed Circuit TV (CCTV) system or blue light system tied to a remote monitoring security station. Otherwise, passive security techniques shall be utilized.
- 3.3.14 Emergency phones will be located at regular intervals on each floor.
- 3.3.15 The garage structure shall be sited so as to permit fire fighting equipment access.
- 3.3.16 Mechanical ventilation of stairwells shall be provided to reduce high temperatures at the top landings.
- 3.3.17 The design shall provide heating, ventilating and air conditioning systems for the electrical room and elevator mechanical room to keep the temperature within the operating range of the electronic equipment.
- 3.3.18 A lighting system shall be provided to promote pedestrian and vehicle safety and security.
- 3.3.19 An emergency lighting system, in accordance with code requirements, shall be provided. Emergency power will be provided from a battery backup system or emergency generator.
- 3.3.20 Provisions shall be made for the installation of public telephones, wiring is by others. Empty conduits from the telephone closet to the phone location and

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120volt power shall be provided. Coordinate all communication and control wiring with the transportation center electrical system designers.

- 3.4 Civil: Provide a site plan showing parking configuration, locating drainage structures and swales, and site grading within 5' of building line. Show turf establishment and erosion control items where appropriate. Provide streetscaping concept plans for the site.
- 3.5 Architectural: Provide schematic design plans showing the parking garage and preliminary elevations, locate staircases, and elevator shafts, and pedestrian connections. Provide details appropriate for the level of design. Provide elevations and sections as are appropriate to level of design.
- 3.6 Structural: Provide plans showing basic structural components and framing plans for the parking garage. The design of individual elements will be the responsibility of the manufacturer. The consultant shall specify standard shapes whenever possible to reduce the cost of the structure. All other elements shall be designed by the consultant. Provide details appropriate for the level of design.
- 3.7 Mechanical: Provide elevators in the parking structure. Include schematic plans for the attendant office and locate floor drains in the structure. Begin life safety coordination. Coordinate with Intermodal Center design.
- 3.8 Electrical: Locate site lighting and lighting for the structure. Locate attendant office and restroom.
- 3.9 Signage: Provide preliminary concept sign graphics and location plan for the parking structure. Coordinate with Intermodal Center graphics.
- 3.10 Rendering: One new computer generated 3-dimensional rendering depicting the parking facility will be completed. The format will be approximately 24"x36" mounted on rigid foam board. The consultant will collaborate with the owner to establish the desired viewing angle and composition of the rendering. Provide a computer generated copy for the town.



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- 3.11 Public Information Meeting: The consultant will attend one (1) Public Information Meeting in addition to meetings with the town and other participants to review the parking structure.
- 3.12 Fare Collection: Consultant will meet with town and its other project participants to discuss design of a parking fare collection system and operating components. Documents will illustrate lane layouts and equipment locations as well as the central computer in the garage management office.
- 3.13 Utility Coordination: The consultant will refer to the existing site drainage and coordinate with garage drainage.
- 3.14 30% Design Meeting: The consultant shall attend one meeting to discuss the comments generated by the 30% review. The consultant shall respond to all comments received and make the appropriate modifications to the design prior to proceeding to the Design Development Phase and present estimates.
- 3.15 Additional Meetings: For the purposes of this scope, under this task, assume that 4 (four) additional meetings will be required for coordination with OWNER, master developer and other interested parties.
- 3.16 Develop a preliminary estimate based on the 30% documents.

Task 4 Design Development: 60% Documents

Parking Structure: The consultant shall develop plans, specifications, and cost estimates for the Parking Garage to the 60% complete level.

- 4.1 Civil: Provide a site plan showing changes to drainage structures and swales, and site grading. Show turf establishment and erosion control items where appropriate.
- 4.2 Architectural: Provide plans showing the parking garage configuration elevations, and sections through the structure, staircases, elevator shafts, and interface with transportation center. Provide details appropriate for the level of design. Include a code compliance plan and sustainability review.



- 4.3 Structural: Provide plans showing the structure foundations and framing plans for the parking garage including elevator shafts, stair cases and interface with transportation center. The design of individual precast elements will be the responsibility of the precast concrete manufacturer. The consultant shall specify standard precast shapes whenever possible to reduce the cost of the structure. All other non-precast elements shall be designed by the consultant. Provide details appropriate for the level of design.
- 4.4 Signage: Provide sign graphics, location plan, and mounting details for interior and exterior vehicular and pedestrian signs for the parking structure and transportation center. Provide details for a clearance bar to be suspended at each vehicle entrance indicating the minimum clearance.
- 4.5 Mechanical: Provide plans for elevators in the parking structure. Include plumbing plans for the attendant office and for floor drains in the structure. Coordinate sewer connection with owners civil engineer for domestic sewage and drainage from interior floors of the structure shall connect. Coordinate with local fire officials to design a post indicator valve and standpipe system.
- 4.6 Electrical: Provide plans showing site lighting and lighting for the structure. Coordinate service for power and communications with the appropriate utility company and show on plans. Include power and communication conduit for a revenue collection system to be specified. Include power and communication plans for an attendant office and restroom. Include emergency call boxes on upper decks and include the appropriate emergency communication for the elevator. Provide a fire alarm system with heat/smoke detection as required by code for the structure and elevators. Provide illuminated exit signs as required by code.
- 4.7 60% Design Meeting: The consultant shall attend one meeting to discuss the comments generated by the 60% review. The consultant shall respond to all comments received and make the appropriate modifications to the design prior to proceeding to the Contract Documents Phase.
- 4.8 STATE TRAFFIC COMMISSION APPLICATION: State Statues require that any development that has a total building area of 100,000 square feet or more, or provides
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200 or more parking spaces and abuts a State Highway, must submit an application to the State Traffic Commission (STC) for a Certificate of Operation. We assume that the owner has obtained an STC permit.

- 4.9 **Fare Collection:** Consultant will meet with OWNER and other interested parties, to advance the design of a parking fare collection system and operating components. Documents will illustrate lane layouts and equipment locations as well as the central computer in the garage management office.
- 4.10 Develop estimates to 60% level.

Task 5 Contract Documents: 90% and 100% Documents

Parking Structure: The consultant shall develop plans, specifications and cost estimates for the parking garage to the 90% and 100% complete level.

- 5.1 **Staging/Erection Plan:** After meeting with the owner provide staging plans, sequencing notes, and the required details for the staging and erection of the construction work.

- 5.2 **Civil:** Provide complete civil plans for the proposed work. Include site plans, drainage structures, grading, turf establishment, erosion control, paving, curbing, sidewalks, line striping and streetscaping. Include all appropriate details and cross sections. Also complete specifications and cost estimates.

5.3 **Construction Stormwater Management**

- 5.3.1 **Stormwater Discharge Permit for Construction Activities:** If required the consultant shall prepare a Stormwater Discharge Permit for Construction Activities (Connecticut DEP Form DEP-PERD-GP-015) including DEP transmittal form, executive summary, USGS Quadrangle Map, and Grading Plan. The permit will be reviewed internally within the Department of Transportation and then filed with the Department of Environmental Protection.



- 5.3.2 Stormwater Pollution Control Plan: If required the consultant shall prepare a Stormwater Pollution Control Plan for the proposed construction for inclusion with the contract documents. The plan will comply with the latest guidance from the Department of Transportation and the Department of Environmental Protection. The document shall include the following sections:
- 5.3.2.1 USGS Quadrangle Map
 - 5.3.2.2 Grading Plan
 - 5.3.2.3 Sediment Control Plan
 - 5.3.2.4 Waste Stockpile Area Location Plan
 - 5.3.2.5 Description of Erosion and Sediment Controls
 - 5.3.2.6 Inspection Plans for Erosion and Sediment Controls
- 5.4 Architectural: Provide complete architectural plans including elevations, sections, schedules and details, stair/elevator towers, interface with transportation center, and parking structure. Complete specifications and cost estimates.
- 5.5 Structural: Complete plans, specifications, and estimates for the structural design. Include appropriate sections, details, and schedules. Provide completed structural calculations. The design of individual precast elements will be completed by the precast manufacturer during construction. As part of Services during Construction, the consultant will be required to verify the foundation design once final working drawings are provided by the contractor. The new structure will consist of two elevator/stair towers and a parking structure connected to the transportation center. The towers will consist primarily of hollow structural steel members. The structure will be designed to meet the requirements of the 2005 State Building Code (SBC) which references IBC 2003. The entire structure will be modeled for lateral loads in accordance with SBC 2005.
- 5.6 Signage: Provide complete signage plans, schedules, and details for vehicular and pedestrian signs for the parking structure. Submit specifications and cost estimates.
- 5.7 Mechanical: Complete mechanical plans, specifications, and estimates for the elevators and associated machinery. Complete plumbing plans for the attendant restroom, parking structure floor drains, and fire department stand pipe. Provide final plans and specifications for sanitary sewer connection.
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- 5.8 Electrical: Complete electrical plans, specifications, and estimates for the parking structure, and elevator/stair towers. Include power, lighting, emergency lighting, communication, as well as a fire alarm system with appropriate heat/smoke detectors for the elevators. Include emergency communication for the elevator cabs. Include provisions for telephone and data service to the parking garage attendant booth. Include conduit for a revenue collection system to be specified. Include emergency call boxes in the parking structure.
- 5.9 Statement of Special Inspections: The Consultant shall develop and submit a Statement of Special Inspections and Schedule of Special Inspection Services as specified by the Structural Engineers Coalition of the Connecticut Engineers in Private Practice.
- 5.10 Construction Schedule: A critical path baseline schedule identifying all major work milestones shall be prepared in a Microsoft Project compatible format.
- 5.11 Peer Review: The consultant shall provide 90% complete plans, specifications, estimates and code forms for the work included in this scope to the peer review consultant for review. The consultant shall incorporate peer review comments into the final design.
- 5.12 90% Review Meeting: The consultant shall attend one meeting to discuss the comments generated as part of the 90% review. The consultant shall respond to all comments and make the appropriate modifications to the plans.
- 5.13 100% Submission: The consultant shall provide 100% completed plans, specifications and estimates to the Department. These plans will be used for internal quality assurance review. The consultant shall respond to all comments and incorporate the necessary modifications into the contract documents before printing final plans for advertising.
- 5.14 Final Documents: When all comments are incorporated the consultant shall provide Electronic (PDF) and paper prints along with completed specifications and estimates.
- 5.15 Additional Meetings: For the purposes of this scope, under this task, assume that 3 (three) additional meetings will be required for coordination.

Task 6 Design Services During Construction:



6.1 Support During Bidding

- 6.2 STATEMENT OF SPECIAL INSPECTIONS: The Consultant shall perform or participate in the following Special Inspections during construction and submit a one (1) page Final Report of Special Inspections for each inspection as specified by the Structural Engineers Coalition of the Connecticut Engineers in Private Practice.

Parking Structure

- Cast-In-Place Concrete-Mix Design
- Cast-In-Place Concrete-Material Certification
- Precast Concrete-Mix Design
- Precast Concrete-Material Certification
- Masonry-Material Certification
- Structural Steel-Material Certification
- Structural Steel-Structural Details

6.3 Maintenance Manual

The consultant shall prepare a maintenance manual illustrating all aspects of the garage construction. Each line item shall have a schedule of frequency associated with the performance of tasks required to maintain the building in class A condition. The maintenance manual shall illustrate a 20 year period.

6.4 Request for Information

The consultant shall respond to RFI's submitted by the contractor or their subcontractors after reviewing and evaluating the contract documents.

6.5 Submittals

The consultant shall review all submittals and instruct appropriate action as approved, resubmitted or rejected.

6.6 Change Orders

The consultant shall process change orders executed by the Architect/Engineer, owner and contractor for change in the work, showing the adjusted contract amount if any and changes in contract time.



6.7 Meetings

The consultant shall schedule and manage progress meetings during construction. Frequency and location will be determined based on the construction delivery system at the time of contract award. The consultant has not considered providing a full time on-site supervisor during construction.

6.8 Final Inspection

The consultant team will conduct a preliminary and final inspection.

2010 Corporate Hourly Rates

The current rates listed herein are subject to adjustment in accordance with the normal salary review practices of DESMAN Associates. Our current hourly rates for 2010 are as listed below:

<u>EMPLOYEE CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$240.00
Associates	\$175.00
Project Manager	\$155.00
Senior Engineer/Planner/Architect	\$145.00
Engineer/Planner/Architect	\$125.00
Designer	\$115.00
Draftsperson/CADD Operator	\$90.00
Technician	\$90.00
Data Collector	\$70.00
Clerical	\$70.00
Attendance at Hearings/After Hour Presentations	\$400.00
Expert Witness	\$450.00
Litigation Related Consulting	\$350.00

Note: Rates effective through December 31, 2010.

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