



CITY OF NORWICH
CONNECTICUT

AGENDA – MEETING OF THE COUNCIL OF THE CITY OF NORWICH
May 21, 2018
7:30 PM

PRAYER

PLEDGE OF ALLEGIANCE

CITIZEN COMMENT GENERAL (30 Minutes)

PROCLAMATIONS:

Charles Whitty
Hector Baillargeon
Dr. Cornelio Hong

PUBLIC HEARING

1. AN ORDINANCE AMENDING SECTIONS 7-131.2, 7-131.3, AND 7-131.4(c) OF ARTICLE VI OF THE CODE OF ORDINANCES REGARDING THE SIZE, USE, AND REPLENISHMENT OF THE GENERAL FUND UNRESTRICTED FUND BALANCE

SECOND READING AND ACTION ON THE PROPOSED ORDINANCE LISTED ABOVE

PETITION AND COMMUNICATION

1. Letter of resignation of Jane A. O’Friel from the Board of Directors, Uncas Health District.

CITY MANAGER’S REPORT

CITIZENS COMMENT ON RESOLUTIONS

NEW BUSINESS-RESOLUTIONS

1. Relative to an amendment of the 2018-19 budget for adjustments to revenues.
2. Relative to an appointment as a regular member of the Rehabilitation Review Committee.
3. Relative to the conveyance of land to the City in conjunction with a subdivision of 66 Lucas Park Road.
4. Relative to enter into a Mutual Release and Lease Termination agreement With Norwich (landlord) and Chelsea Gardens Foundation Inc. (tenant).

EXECUTIVE SESSION: Negotiation/Acquisition of Property.

City Clerk

Betsy Bauman

AN ORDINANCE AMENDING SECTIONS 7-131.2, 7-131.3, AND 7-131.4(c) OF ARTICLE VI OF THE CODE OF ORDINANCES REGARDING THE SIZE, USE, AND REPLENISHMENT OF THE GENERAL FUND UNRESTRICTED FUND BALANCE

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORWICH THAT:

Section 1.

This ordinance shall take effect 10 days following passage and publication and continuing in effect until June 30, 2022, unless sooner amended or repealed. This ordinance, unless sooner amended or repealed, shall be and continue to be in effect until June 30, 2022, on which date the provisions of sections 7-131.2, 7-131.3, and 7-131.4(c) shall return to the original language and terms as adopted by ordinance #1710 and as existing and in effect prior to the adoption of this ordinance.

Section 2.

Sections 7-131.2, 7-131.3, and 7-131.4(c) of article VI of the code of ordinances be and hereby are, amended as follows:

Sec. 7-131.2. - Size of unrestricted fund balance.

The city shall accumulate a UFB of not less than ~~12~~ 10 percent of the current fiscal year's budgeted expenditures and operating transfers.

Sec. 7-131.3. - Permitted uses of unrestricted fund balance.

UFB may be used to absorb operating deficits caused by unanticipated, unbudgeted revenue shortfalls or expenditure overages which cannot be mitigated by utilizing the contingency appropriation. ~~However, UFB shall not~~ may be used in the place of normal operating revenues in the annual budget process.

Sec. 7-131.4. - Replenishment of unrestricted fund balance.

Should the unrestricted fund balance of the general fund, having reached the minimum level set in 7-131.2, fall below that minimum level, in the fiscal year following such occurrence, the city shall increase the contingency appropriation called for in 7-131.1 according to the following schedule:

- (a) If the UFB is below eight percent of the current fiscal year's budgeted expenditures and operating transfers, the city shall restore UFB to the eight-percent level within two budget cycles.

(b) If the UFB is greater than eight percent, but below ten percent of the current fiscal year's budgeted expenditures and operating transfers, the city shall restore UFB to the ten-percent level within five budget cycles.

~~(c) If the UFB is greater than ten percent, but below 12 percent of the current fiscal year's budgeted expenditures and operating transfers, the city shall restore UFB to the 12-percent level within five budget cycles.~~

Purpose: To temporarily lower the minimum size of the General Fund unrestricted fund balance to 10%, amend its allowed use, and remove the requirement to increase it beyond 10% until July 1, 2022.

Mayor Peter Albert Nystrom
President Pro Tem William Nash
Alderman Stacy Gould
Alderman Joanne Philbrick

RESOLUTION #1

Relative to an amendment of the 2018-19 budget for adjustments to revenues.

RESOLVED, that the budget for Fiscal Year 2018-19, as tentatively adopted on May 7, 2018, be amended by the attached Revenue Adjustments.

City Manager John Salomone

Revenue Adjustments

General Fund Revenues		2017-18 Budget	2018-19 Proposed	2018-19 Revised	Difference between Proposed and Revised	Notes
70247	Payments in Lieu of Taxes	1,601,165	1,367,326	1,452,633	85,307	Increase in State-Owned and Colleges & Hospitals PILOTs
73500	Shared Revenues	1,978,907	410,022	417,966	7,944	Increase in Municipal Stabilization Grant
					<u>93,251</u>	

City Consolidation District Revenues		2017-18 Budget	2018-19 Proposed	2018-19 Revised	Difference between Proposed and Revised	
73500	Shared Revenues	552,565	69,632	623,634	554,002	Increase in Motor Vehicle tax cap reimbursement
					<u>554,002</u>	

Town Consolidation District Revenues		2017-18 Budget	2018-19 Proposed	2018-19 Revised	Difference between Proposed and Revised	
					<u>0</u>	

RESOLUTION #2

BE IT RESOLVED that the below named be appointed as a regular member to the Rehabilitation Review Committee with a term to expire on December 5, 2019 or until a successor is appointed:

H. Tucker Braddock (D)

Alderman Stacy Gould
Alderman Joanne Philbrick
Alderman Joseph A. DeLucia

RESOLUTION #3

WHEREAS, the Commission on the City Plan has approved a three lot subdivision of property identified as 66 Lucas Park Road, located on the easterly side of Lucas Park Road, subject to, among other things, a conveyance to be made to the City of Norwich of 2263 square feet more or less of property located along Lucas Park Road and described on the subdivision plan as Parcel A; and

WHEREAS, the owners of said property, Stuart L. Willson and Sherry L. Willson, have executed a warranty deed conveying the property described as Parcel A to the City of Norwich, the property conveyed more particularly described in Exhibit A attached to this resolution.

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH that City Manager John Salomone be and hereby is, subject to the approval of the Corporation Counsel, authorized and directed to accept said deed on behalf of the City of Norwich together with a real estate conveyance tax return and to cause said deed and any other necessary documents to be filed with the city clerk.

Mayor Peter Albert Nystrom
President Pro Tem Bill Nash

EXHIBIT A

A certain piece or parcel of land situate on the easterly side of Lucas Park Road in the City of Norwich, County of New London and State of Connecticut and is more particularly described as follows:

Beginning at a rebar with cap set in the apparent street right-of-way line of said Lucas Park Road, being the northwesterly corner of land now or formerly of Cydmarie Florenciani and the southwest corner of the herein described parcel,

Thence proceeding N 08° 17' 39" E a distance of 192.00 feet to a rebar with cap set,

Thence proceeding N 16° 02' 49" W a distance of 98.00 feet to a drill hole with nail set, the last two courses running by and with said apparent right-of-way line of Lucas Park Road,

Thence proceeding in a southeasterly direction along a non-tangent curve to the right, having a radius of 275.00 feet, an arc length of 112.20 feet, a central angle of 23° 22' 35", a tangent length of 56.89 feet, a chord bearing of S 15° 37' 34" E a distance of 111.42 feet to a magnail set,

Thence proceeding in a southeasterly direction along a curve to the right, having a radius of 275.00 feet, an arc length of 25.06 feet, a central angle of 5° 13' 14", a tangent of 12.54', a chord bearing S 01° 19' 39" E a distance of 25.05 feet to a rebar with cap set,

Thence proceeding in a southwesterly direction along a curve to the right, having a radius of 275.00 feet, an arc length of 33.56 feet, a central angle of 6° 59' 33", a tangent of 16.80', a chord bearing S 04° 46' 44" W a distance of 33.54 feet to a rebar with cap set at a point of tangency,

Thence proceeding S 08° 16' 31" W a distance of 119.22 feet to a drill hole with nail set in the centerline of a stonewall and land of said Florenciani, the last four courses running by and with the proposed right-of-way line of Lucas Park Road and being bound easterly by Lot 1, Lot 2 and Lot 3, as depicted on the hereinafter referenced plan, in part by each,

Thence S 87° 48' 59" W a distance of 11.25 feet to the point and place of beginning. The last described course being bound southerly by land now or formerly of said Florenciani.

Said parcel contains 2,263 square feet or 0.05 acres of land, more or less, and is depicted as Parcel 'A' on a plan entitled "3-LOT SUBDIVISION PLAN "PROPERTY SURVEY" PREPARED FOR STUART L. WILLSON AND SHERRI L. WILLSON 66 LUCAS PARK ROAD NORWICH, CONNECTICUT SCALE: 1"=30' DATE: DECEMBER 2017 REVISION #1: JANUARY 29, 2018 (PER REVIEW COMMENTS) REVISION #2: FEBRUARY 7, 2018 (PER REVIEW COMMENTS) REVISION #3: MARCH 14, 2018 (FINAL APPROVAL COMMENTS) JOB I.D. NO.: 16-0522 SHEETS 1-3 OF 3", prepared by Mattern & Stefon Land Surveyors, LLC 148 ROUTE 2 PRESTON, CONNECTICUT 06365 (860)889-1999.

RESOLUTION #4

WHEREAS, the City of Norwich as landlord and the Chelsea Gardens Foundation, Inc. as tenant entered into a 75-year Lease commencing December 1, 1994, a copy of which Lease is recorded at volume 1212, page 003 of the Norwich Land Records; and

WHEREAS, the Chelsea Gardens Foundation, Inc. proposed to create a Formal Garden on the portion of Mohegan Park land leased to it which use was supported by the Council of the City of Norwich for the positive impact it was expected to have on the quality of life for city residents and the potential to attract visitors to the city; and

WHEREAS, the Chelsea Gardens Foundation, Inc. has advised the Council of the City of Norwich that it is of the opinion it will not be able to develop and complete a Formal Garden as contemplated in the Lease on the land leased to it by the City of Norwich within the foreseeable future and has offered to enter into a Mutual Release and Lease Termination Agreement with the City of Norwich to effect a full termination and surrender of the Lease as of May 31, 2018, and to assign to the City of Norwich such documents and other materials as it has developed during its efforts on this project, including surveys, licenses, variances, if any, consents, certificates, studies, plans, reports, architectural and engineering plans and specifications that are in its possession and any permits and approvals that are capable of being assigned or transferred; and

WHEREAS, in return for the Agreement to terminate the Lease at the end of May 2018, and the Assignment the City of Norwich and the Chelsea Gardens Foundation, Inc. agree to mutually release and discharge their respective obligations arising from or connected with the provisions of the Lease and all demands, charges, claims, accounts, and/or causes of action of any nature, both known and unknown, in connection with the Release; and

WHEREAS, copies of the proposed Mutual Release and Lease Termination Agreement and the Assignment of Permits and Approvals are attached hereto as Exhibits A and B respectively; and

WHEREAS, the Council of the City of Norwich finds that there has been a substantial change in conditions relative to the establishment of a Formal Garden in Mohegan Park which makes it in the best interest of the City of Norwich to accept the offer of the Chelsea Gardens Foundation, Inc. and terminate the Lease effective May 31, 2018.

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH that City Manager John Salomone be and hereby is authorized and directed to enter into a Mutual Release and Lease Termination Agreement for the City of Norwich as landlord with the Chelsea Gardens Foundation, Inc. as tenant, to accept the assignment of Permits and Approvals offered by the Chelsea Gardens Foundation, Inc., and to record, deliver and exchange such documents as are necessary to terminate the Lease as a matter of public record.

Mayor Peter Albert Nystrom
President Pro Tem Bill Nash
Aldерwoman Stacy Gould

Exhibit A

MUTUAL RELEASE AND LEASE TERMINATION AGREEMENT

THIS MUTUAL RELEASE AND LEASE TERMINATION AGREEMENT ("Agreement" as may be referred to herein) is made this ____ day of May, 2018, by and between the **CITY OF NORWICH**, a municipal corporation maintaining offices at City Hall in the City of Norwich, County of New London and State of Connecticut, (hereinafter referred to as "Landlord"), and **CHELSEA GARDENS FOUNDATION, INC.**, a Connecticut corporation having an office in the City of Norwich, County of New London and State of Connecticut (hereinafter referred to as "Tenant").

WHEREAS, by Indenture of Lease dated December 1, 1994 (the "Lease"), recorded in the **Norwich Land Records on May 3, 1995 at Volume 1212, Page 003**, Landlord leased to Tenant and Tenant leased from Landlord, two certain tracts or parcels of land described in Exhibit A and Exhibit B of said Lease, ("Premises") for a term of seventy-five (75) years commencing December 1, 1994 and expiring on November 30, 2069; and

WHEREAS, Landlord and Tenant ("party" or "parties" as may be referred to herein) mutually desire to terminate the Lease and all rights and obligations of the respective parties under the Lease effective May 31, 2018.

NOW, THEREFORE, in consideration of the mutual promises and provisions herein contained, representing a full and final settlement of all outstanding obligations due, Landlord and Tenant agree as follows:

1. Landlord and Tenant do hereby terminate fully and surrender the Lease effective as of May 31, 2018.
2. Except as provided for in other sections hereof, Landlord and Tenant shall be fully and unconditionally released and discharged from their respective obligations arising from or connected with the provisions of the Lease. Except as provided in other Sections hereof, this Mutual Release and Lease Termination Agreement shall fully and finally settle all demands, charges, claims, accounts, and/or causes of action of any nature, including, without limitation, both known and unknown claims and causes of action that arose out of or in connection with the Lease, and this Mutual Release and Lease Termination Agreement constitutes a full and complete mutual release with respect to the Lease and the respective rights and obligations of the parties arising thereunder. Further, Landlord does hereby release Tenant from any claim regarding removal of vegetation from the Premises.
3. Landlord represents and warrants to Tenant that:
 - a. Landlord is the owner of the Premises;
 - b. Landlord has the power and authority to enter into this Mutual Release and Lease Termination Agreement and to carry out its provisions, including the power and authority to terminate the duties and obligations of Tenant under the terms of the Lease, and to hold Tenant harmless from the consequences thereof.
4. Except as otherwise provided herein, Landlord hereby shall indemnify the Tenant against, and shall hold Tenant harmless from and against any liability, damage, loss, cost and/or expenses imposed on or reasonably incurred by Tenant arising from or relating to: (a) any third party claiming through Landlord challenging the enforceability or validity of this Mutual Release and Lease Termination Agreement or the termination of the Lease as contemplated hereby; (b) any third party claiming through Landlord any right to any payment to be made by Tenant to Landlord hereunder; and/or (c) failure to perform or violation by Landlord of any provision of this Mutual Release and Lease Termination Agreement.
5. Landlord and Tenant respectively represent and warrant that there has been no transfer or assignment, either voluntary or by operation of law, of that party's right, title or interest in the Lease or the claims being released herein. Each signatory to this Mutual Release and Lease Termination Agreement represents and warrants to the other that such signatory has the authority to enter into this Mutual Release and Lease Termination Agreement on behalf of that respective party.
6. The parties, as broadly described in paragraph 2 above, acknowledge that (i) the consideration set forth in this Agreement, is in full settlement of all claims or losses of whatsoever kind or character that they have, or may ever have had, against the other party, as broadly described in paragraph 2 above, and (ii) by signing this Agreement, and accepting the consideration provided herein and the benefits of it, they are giving up forever any

COUNTY OF NEW LONDON }

} ss: Norwich

May ____, 2018

Personally appeared, Hugh Schnip, who acknowledged himself to be the President of the Chelsea Gardens Foundation, Inc. and that he as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained as his and its free act and deed, by signing in the name of the corporation by himself as President, before me,

Theodore N. Phillips, II
Commissioner of the Superior Court

