

**Board of Finance Special Meeting Agenda  
July 8, 2021 at 6:00 pm (via remote conference)  
Please click the link below to join the webinar:**

<https://us02web.zoom.us/j/82283276743?pwd=c3oybzUvQUdXeVBRSk5xK25KVDFQdz09>

**Webinar ID: 822 8327 6743**

**Passcode: 634188**

**Dial by phone: 646 558 8656**

(note – public comments allowed)

1. Discussion regarding the Board of Education's financial update. Phil Cross, Director of Finance and Operations.
2. Discussion/decision regarding the Tax Collector's proposed suspense list. Cathy Neblett, Tax Collector.
3. Discussion regarding the results of the recent tax lien sale. Cathy Neblett, Tax Collector
4. Discussion regarding an update on the Town's general fund investment portfolio. Rick Darling, Finance Director/Treasurer.
5. Discussion/decision regarding the Town's financial update, and proposed transfers to special funds. Jonathan Luiz, Town Administrator, Rick Darling, Finance Director.
6. Discussion/decision on a request for a supplemental appropriation from the Facilities Optimization Committee (FOC) in the amount of \$95,000 for the purpose of completing an FOC project. Members of the FOC.
7. Discussion/decision on a request for a supplemental appropriation from the Police Commission in the amount of \$259,703 for the purchase of body cameras. Members of the Police Department and Police Commission.
8. Discussion/decision on a request for a supplemental appropriation in the amount of \$10,000 for a part-time Document Coordinator. Jonathan Luiz, Town Administrator.
9. Approval of minutes from the May 6<sup>th</sup> special meeting.
10. Adjourn.

# Item 1



June 11, 2021

**TO:** BOE Finance Committee

**FROM:** Phillip Cross, Director of Finance and Operations

**SUBJECT:** FY 20-21 Financial Report as of May 31, 2021

Below is a summary report of the FY 21 Budget through May 31, 2021.

<b>Object Series</b>	<b>FY 21 Adjusted Budget</b>	<b>FY 21 YTD Actuals</b>	<b>FY 21 Encumbrance</b>	<b>FY 21 Anticipated</b>	<b>FY 21 Projected to EOY</b>	<b>FY 21 Balance Available</b>	<b>Previous Month Balance</b>
<b>Salaries (1000's)</b>	<b>33,082,118</b>	<b>26,604,867</b>	<b>5,537,716</b>	<b>480,240</b>	<b>32,622,824</b>	<b>459,294</b>	<b>458,489</b>
<b>Benefits (2000's)</b>	<b>9,666,960</b>	<b>9,266,866</b>	<b>319,991</b>	<b>310,107</b>	<b>9,896,965</b>	<b>(230,005)</b>	<b>(240,490)</b>
<b>Professional Services</b>	<b>1,517,445</b>	<b>1,101,134</b>	<b>260,324</b>	<b>128,824</b>	<b>1,490,282</b>	<b>27,163</b>	<b>27,163</b>
<b>Property Services</b>	<b>2,139,034</b>	<b>1,591,392</b>	<b>410,383</b>	<b>122,586</b>	<b>2,124,362</b>	<b>14,672</b>	<b>14,672</b>
<b>Other Services (5000s)</b>	<b>5,858,228</b>	<b>4,367,667</b>	<b>1,236,029</b>	<b>22,486</b>	<b>5,626,182</b>	<b>232,046</b>	<b>205,040</b>
<b>Supplies (6000s)</b>	<b>2,691,613</b>	<b>2,057,654</b>	<b>614,966</b>	<b>166,678</b>	<b>2,839,298</b>	<b>(147,685)</b>	<b>(140,526)</b>
<b>Equipment (7000s)</b>	<b>219,008</b>	<b>266,440</b>	<b>109,445</b>	<b>130,626</b>	<b>506,511</b>	<b>(287,503)</b>	<b>(163,964)</b>
<b>Other Objects (8000s)</b>	<b>119,424</b>	<b>96,703</b>	<b>4,937</b>	<b>17,784</b>	<b>119,424</b>	<b>-</b>	<b>-</b>
<b>Revenue (9000s)</b>	<b>(1,132,387)</b>	<b>(1,269,453)</b>	<b>6,880</b>	<b>(51,456)</b>	<b>(1,314,028)</b>	<b>181,641</b>	<b>(24,948)</b>
<b>Total</b>	<b>\$54,161,443</b>	<b>\$44,083,271</b>	<b>\$8,500,670</b>	<b>\$1,327,877</b>	<b>\$53,911,818</b>	<b>\$249,625</b>	<b>\$135,436</b>

**Summary:**

While there was some fluctuation in a few object codes, the end of year projection for FY 21 continues to show a surplus.

Last month we discussed investments that we will be making to upgrade instruments and equipment. In addition to those investments, the current projection includes two new items:

- 1) Middle School meeting space audio upgrade – \$35,000
- 2) Accelerated purchase of twenty (20) smart displays - \$64,000

The other significant change this month is excess cost reimbursement. The total reimbursement was \$208,885 more than budgeted. This is attributed to two factors:

- 1) Individual per pupil cost in excess of 4.5 times of the previous year per pupil expenditures or, \$104,721 and
- 2) The final reimbursement rate.

The excess cost grant is fixed. Because of this, the final reimbursement rate is determined by the total statewide request. On average, the reimbursement percentage is between 65% and 70%. This year our reimbursement was approximately 80%.

**Month over Month Changes:**

***Salaries – \$806:***

- Decrease in anticipated expenditures- (Bus aides, Stipends, etc.) - \$19,341
- Other coverage and duties – (\$18,535)

***Benefits –\$10,486***

- Health Insurance and Premium cost share -\$36,549. Allowance for any new coverage released.
- Life & Disability – \$3,624
- Sick Bank – (\$22,500) - Final amount to be determined
- Unemployment compensation – (\$7,187).

***Other Services – \$27,006***

- Out of District Transportation - \$2,777
- Out of District Tuition - \$24,229

***Materials – (\$7,156)***

- Books – (\$10,749)
- Software - \$3,593

**Equipment- (\$123,539)**

**Investment:**

- Middle School meeting space audio upgrade -\$35,000
- Accelerated purchase of twenty (30) smart displays - \$96,000
- Other (\$7,461)

**Revenue Offset- \$206,589**

- Excess Cost Reimbursement - \$208,85
- Reduction in parking fees - (\$2,500)
- Other -\$204

**WESTON PUBLIC SCHOOLS  
INTERNAL SERVICES FUND  
FOR HEALTH BENEFITS PROGRAM**

6/11/2021

Fiscal Year Ended

2021

**STATEMENT OF REVENUES AND EXPENDITURES**

Fund Balance -July 1, 2020

\$ 1,157,506

Revenues:

    General Fund Appropriation

\$ -

    Reimbursements

\$ -

    Total Contributions

\$ -

    Total Revenues (A)

\$ -

Budgeted Expenditures

Delta Dental:

    Claims

\$ 374,355

    Administrative Fees

\$ 22,545

Total Health Plan Costs (B)

\$ 396,900

Net Change (A-B)

\$ (396,900)

Fund balance June 30, 2021 (Estimated)

\$ 760,606

**Delta Dental- Actual Claims**

Month	Claims & Fees
July	26,882
August	29,651
September	28,020
October	30,374
November	24,830
December	25,407
January	26,305
February	34,399
March	33,385
April	25,399
May	34,640
<b>Total</b>	<b>\$ 319,293</b>

Actual YTD Spend Rate 80.4%

Theoretical YTD Spend Rate 91.7%

YTD Theoretical variance % -11.2%

YTD Theoretical variance \$ **\$ 44,532**

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WESTON PUBLIC SCHOOLS  
FY21 FINANCIAL REPORT

May-21

Period: 11 of 12

2017-2018	2018-2019	2019-2020	Object Code	Description	2020-2021 Adopted Budget	2020-2021 Budget Transfers	2020-2021 Adjusted Budget	2020-2021 YTD Expended	2020-2021 Encumbered	2020-2021 Anticipated	2020-2021 Projected To EOY	2020-2021 Balance Available
				<b>Salaries &amp; Wages (1000s)</b>								
2,710,109	2,958,120	2,940,692	1110	Administrators	2,832,305	15,933	2,848,238	2,512,232	209,008		2,721,241	126,997
13,752,057	14,000,983	14,458,759	1111	Regular Ed. Teachers	14,375,732		14,375,732	11,192,673	2,876,057		14,068,730	307,002
2,226,605	2,261,144	2,279,850	1112	Special Ed. Teachers	2,364,062		2,364,062	1,875,280	497,460		2,372,739	87,771
1,096,676	1,100,515	1,020,707	1113	Guidance	1,061,845		1,061,845	794,612	237,287		1,031,899	29,966
442,412	441,883	472,621	1114	Psychologist	535,766		535,766	398,160	104,976		503,136	37,630
70,541	146,140	193,946	1115	Social Worker	161,848		161,848	135,454	26,990		162,383	(535)
514,611	544,236	517,368	1116	Speech & Hearing	591,674		591,674	468,025	88,358		556,383	35,291
712,850	766,769	758,161	1117	Academic Assistants	1,139,153		1,139,153	826,105	218,247	6,387	1,050,739	88,414
198,176	201,820	205,471	1118	Talented & Gifted	198,569		198,569	177,517	32,770		210,287	(11,718)
386,123	508,457	399,004	1119	Library/Media	412,193		412,193	333,594	78,599		412,193	*
116,665	117,832	59,505	1135	Transition Coordinator	60,457		60,457	38,532	11,560		50,092	10,365
817,750	827,912	824,102	1139	Certified Stipends	878,090		878,090	573,349	36,294		797,586	80,504
570,587	557,734	584,428	1140	Academic Leader (CIL's)	583,975		583,975	468,360	115,615		583,975	*
3,550	1,136	371	1141	Mentor Teacher	3,000		3,000	0	0	3,000	3,000	*
180,922	260,096	272,612	1142	Behavioral Analyst	277,765		277,765	235,003	42,905		277,908	(143)
		44,359	1145	English Language Learner	45,069		45,069	34,668	10,400		45,069	0.24
\$ 23,799,635	\$ 24,694,776	\$ 25,031,956		<b>Sub-Total Certified Salaries</b>	\$ 25,521,503	\$ 15,933	\$ 25,537,436	\$ 20,063,565	\$ 4,586,465	\$ 197,329	\$ 24,847,359	690,077
					1.96%			78.6%	18.0%	0.8%	97.3%	2.7%
				<b>Other Certified Salaries</b>								
105,560	78,442	55,905	1131	Homebound Tutor	114,500		114,500	20,962	-	8,058	29,020	85,480
			1136	Degree Level Change	63,520		63,520	-	-	-	-	63,520
242,496	235,636	147,029	1137	Substitute Teacher	296,801		296,801	133,157	-	38,644	171,801	125,000
157,440	174,525	185,735	1138	Summer Work - Certified Staff	162,300		162,300	232,110	-	-	232,110	(69,810)
122,719	137,378	136,838	1143	Building Substitutes	203,175		203,175	90,125	33,313	-	123,438	79,738
207,673	108,364	208,344	1144	Long term Substitute	-		-	497,442	121,682	-	619,124	(619,124)
\$ 835,889	\$ 734,345	\$ 733,851		<b>Sub-Total Other Certified Salaries</b>	\$ 840,296	\$ -	\$ 840,296	\$ 973,796	\$ 154,994	\$ 46,702	\$ 1,175,493	\$ (335,197)







WESTON PUBLIC SCHOOLS  
FY21 FINANCIAL REPORT

May-21

Period: 11 of 12

2017-2018	2018-2019	2019-2020	Object Code	Description	2020-2021 Adopted Budget	2020-2021 Budget Transfers	2020-2021 Adjusted Budget	2020-2021 YTD Expended	2020-2021 Encumbered	2020-2021 Anticipated	2020-2021 Projected To EOY	2020-2021 Balance Available
				Property Services (4000s)								
591,856	597,775	746,875	4200	Cleaning Services	806,715		806,715	749,207	112,739	-	861,945	(55,220)
48,424	49,293	40,741	4202	Rubbish Removal	57,771		57,771	34,339	15,054	-	49,393	8,378
136,937	106,598	95,688	4302	Equipment Repairs	152,922		152,922	32,803	38,776	-	71,579	81,343
477,495	386,336	260,100	4400	Equipment Rental	135,325		135,325	115,153	46,782	-	161,935	(26,610)
4,156	4,277	4,397	4401	Rental of Facilities	4,675		4,675	4,212	260	-	4,472	203
183,339	210,868	198,222	4500	Repair Allowance	213,000		213,000	74,623	9,189	11,776	95,588	117,412
40,667	571,695	122,560	4509	Septic Cleaning	40,000		40,000	42,450	41,715	-	84,165	(44,165)
1,440	-	-	4510	Asbestos Abatement	-		-	-	-	-	-	-
30,156	41,369	30,540	4514	Fire Alarm System	27,000		27,000	58,247	7,964	-	66,211	(39,211)
127,771	89,579	93,262	4518	Sewer System Plant Maintenance	96,889		96,889	88,815	8,074	-	96,889	-
50,729	50,316	120,757	4520	Service Contracts	142,688		142,688	103,954	25,634	13,101	142,688	-
58,329	64,609	60,393	4530	Parks & Recreation	67,579		67,579	35,857	31,722	-	67,579	-
1,234	8,550	2,010	4533	Glass Replacement	-		-	-	-	-	-	-
12,535	13,330	0	4534	Roof Repair	17,000		17,000	-	-	17,000	17,000	-
20,310	21,020	21,756	4539	Energy Management System	22,517		22,517	22,817	-	-	22,817	(300)
2,944	13,366	145,134	4540	Athletic Facilities Repairs	20,000		20,000	2,087	3,365	14,548	20,000	-
28,851	125,157	181,299	4541-42/4550	Contracted Services	204,270		204,270	103,245	33,148	38,866	175,259	29,011
11,300	10,500	4,800	4543	Paving	11,300		11,300	-	-	11,300	11,300	-
13,456	39,151	17,370	4600	Special Projects	-		-	21,000	35,540	-	56,540	(56,540)
6,316	9,456	12,730	4602	Tree Service	7,500		7,500	3,075	400	4,025	7,500	-
-	-	9,032	4604	Snow Plowing	12,500		12,500	9,450	-	-	9,450	3,050
270	1,178	1,081	4605	Signage	2,500		2,500	1,252	18	1,229	2,500	-
(1,331)	(1,331)	8,011	4606	Sprinkler Repairs	9,500		9,500	4,319	-	5,182	9,500	-
1,840	334	7,398	4610	Playground Repairs	-		-	-	-	-	-	-
24,135	20,031	81,552	4701	Security System Monitoring	78,883		78,883	81,552	-	-	81,552	(2,669)
3,632	5,620	9,966	4702	Locks/Keys	8,500		8,500	2,936	4	5,560	8,500	-
\$ 1,876,793	\$ 2,439,077	\$ 2,275,674		TOTAL PROPERTY SERVICES	\$ 2,139,034	\$ -	\$ 2,139,034	\$ 1,591,392	\$ 410,383	\$ 122,586	\$ 2,124,362	\$ 14,672
								74.0%	19.2%	5.7%	99.3%	





# Item 2

# TOWN of WESTON, CT



Incorporated 1787

Office of the Tax Collector

Date: June 24, 2021

To: Board of Finance

From: Cathleen Neblett, Tax Collector

Re: Proposed List of Outstanding Bills to be transferred to Suspense

Attached please find the proposed list of Motor Vehicle and Personal Property tax bills to be transferred to suspense upon your approval. The list includes:

Outstanding 2015 Grand List motor vehicle tax bills totaling \$10,533.18.

Outstanding 2015 Grand List personal property tax bills totaling \$1,401.06.

There are 52 tax bills totaling \$11,934.24.

I am seeking your approval of this transfer to suspense to comply with Connecticut General Statute 12-165 which requires annual additions to the suspense tax book of those bills considered uncollectible.

Process Suspende  
 Date: 06/23/2021 Time: 14:56:58  
 Condition (s): Year: , Type: 00 - ALL BILLS, Order: Bill Number, Total Only: No, Recap by Dist: No

Bill #	Name	Prop Loc	Dist/MBL	AMT/SUSP	S	Year	Reason
2015-03-0050998	CASESA-HABIB DENISE	128 DAVIS HL RDD		165.36	Y	2019	
51012		1AETP2					
2015-03-0051476	DAGOSTINO DANIEL	139 STEEP HILL RD		183.07	Y	2019	
51497		696WWD					
2015-03-0051811	DIOGUARDI SARAH J	239 GEORGETOWN RD		107.96	Y	2019	
51839		597ZWE					
2015-03-0051914	DUFONT LAURENT T	19 SPRING VALLEY RD		113.10	Y	2019	
51943		210ZNY					
2015-03-0051925	DWYRE STEPHEN L	80 KETTLE CREEK RD		123.38	Y	2019	
51954		6ADRKO					
2015-03-0052037	ESSAGHOF ROGER	19 BERNHARD DR		230.48	Y	2019	
52066		54CJ98					
2015-03-0052433	FIRMAN VICTOR V	159 STEEP HILL RD		96.53	Y	2019	
52462		289RML					
2015-03-0052510	FORTIN MAXWELL S	180 BROAD STREET APT		288.46	Y	2019	
52542		5AKKD4					
2015-03-0052927	GROENINGS THOMAS L	51 OLD HYDE RD		963.61	Y	2019	
52963		7ADPN9					
2015-03-0052928	GROENINGS THOMAS L	51 OLD HYDE RD		255.33	Y	2019	
52964		8AVDT8					
2015-03-0053052	HAMMERSLOUGH JOHN C	119 KETTLE CREEK RD		199.35	Y	2019	
53089		639UKP					
2015-03-0053082	HARPER MARK E	8 DILLON PASS		233.85	Y	2019	
53119		8262CL					
2015-03-0053195	HETHERINGTON WENDY F	4 NOVEMBER TRL		117.10	Y	2019	
53235		5AMPD0					
2015-03-0053581	JACKSON MATTHEW	21 RICHMOND HILL RD		575.20	Y	2019	
53621		828ZDZ					
2015-03-0053659	JOHNSON TERRY L	16 BRIAR OAK DR		264.47	Y	2019	
53701		4AFT3					
2015-03-0053813	KAESER CONSTRUCTION COMPANY	50 SACHEM ROAD		442.97	Y	2019	
53856		36CN65					
2015-03-0053814	KAESER CONSTRUCTION COMPANY	50 SACHEM ROAD		14.85	Y	2019	
53857		V93878					
2015-03-0054200	KUNEVSKY ANDREW J	73 RIVER RD		442.39	Y	2019	
54249		7BBAR5					
2015-03-0054310	LAYTON-TAYLOR ALICE C	391 NEWTOWN TRPKE		89.96	Y	2019	
54361		5AGHL0					
2015-03-0054311	LAYTON-TAYLOR ALICE C	391 NEWTOWN TRPKE		69.12	Y	2019	
54362		0AKWJ8					
2015-03-0054352	LEEDS LAURA W	14 JANA DR		140.52	Y	2019	
54403		519UVE					
2015-03-0054457	LILLIANTHAL ADINA P	3 COLONY RD		231.34	Y	2019	
54509		1AJXL3					
2015-03-0055123	MOHAMED ALI	17 TRAILS END RD		392.99	Y	2019	
55191		404UFC					
2015-03-0055735	PARDER LLC	40 KELLOGG HILL RD		96.53	Y	2019	
55806		8672CX					
2015-03-0055919	PINTO KENNETH J	PO BOX 1303		97.39	Y	2019	
55999		2ABL55					
2015-03-0056039	PREDOVSKY LINDA A	101 GEORGETOWN RD		23.36	Y	2019	
56119		409ZVA					
2015-03-0056105	R.K. S LANDSCAPING LLC	71 OLD FARM ROAD		402.12	Y	2019	
56185		K89239					
2015-03-0056175	REDCAY KELLY S	10 LORDS HWY		101.54	Y	2019	
56256		0ALGDI					

Bill #	Name	Prop Loc	Dist/MBL	AMT/SUSP	S	Year	Reason
2015-03-0056470	RUTLEDGE ELIZABETH C	286 LYONS PLAIN RD		0.42	Y	2019	
56556		5AWGR1					
2015-03-0056491	SADDOCK ALICIA M	11 CINDY LN		121.38	Y	2019	
56578		1AKWR4					
2015-03-0056492	SADDOCK CHRISTOPHER D	11 CINDY LN		321.87	Y	2019	
56579		1AMPS6					
2015-03-0056820	SHELDON-COULSON GARTH A	15 CRYSTAL LAKE DR		79.11	Y	2019	
56913		1AKWF0					
2015-03-0056848	SHIEKMAN RICHARD J	343 GOOD HILL RD		309.30	Y	2019	
56941		174YZR					
2015-03-0057927	VALVERDE-CHACON LAURA	20 SAMUELSON RD		59.98	Y	2019	
58044		3AWGD9					
2015-03-0057928	VALVERDE-CHACON LAURA	20 SAMUELSON RD		65.97	Y	2019	
58045		790WJN					
2015-03-0058088	VORE JAMES B	1 DENHAM CLOSE		905.64	Y	2019	
58206		6AKWD5					
2015-03-0058153	WALSKY SHARON D	19 OLD STAGE COACH RD		483.81	Y	2019	
58272		130WXE					
2015-03-0058207	WATKINS WYNN K	8 HILLSIDE RD S		42.55	Y	2019	
58326		947705					
2015-03-0058220	WEBER NICHOLE H	32 OLD GEORGETOWN RD		195.92	Y	2019	
58339		936ZLG					
2015-03-0058264	WELSH BRIAN O	73 OLD HYDE RD		58.55	Y	2019	
58383		343NFS					
2015-03-0058265	WELSH BRIAN O	73 OLD HYDE RD		72.54	Y	2019	
58384		888XFY					
2015-03-0058290	WEST DAVID T WEST T	9 PEPPERBUSH RD		7.30	Y	2019	
58409		927963					
2015-03-0058336	WHITE ERIKA L	40 LYONS PLAIN RD		49.29	Y	2019	
58460		7AHBJ6					
2015-03-0058410	WITTE KASSIE R	2 LORDS HWY		205.92	Y	2019	
58534		ROBKAS					
2015-03-0058556	ZHU ERIC Q	36 ARCADIA RD UNIT 728		260.90	Y	2019	
58682		263YNK					
2015-03-0058668	LE GRANDE DOUGLAS R	97 BIRCH HILL ROAD		17.27	Y	2019	
2015231		2ABSWS					
2015-03-0058702	SIMON VIVAN	227 LYONS PLAIN ROAD		462.67	Y	2019	
2015851		851WXU					
2015-04-0080064	ATKINSON DEAN G	40 LORDS HWY E		70.00	Y	2019	
80064		461ZNM					
2015-04-0081600	WEBER NICHOLE H	32 OLD GEORGETOWN RD		93.96	Y	2019	
81662		154JCS					
2015-04-0081601	WEBER NICHOLE H	32 OLD GEORGETOWN RD		61.03	Y	2019	
81663		AC07466					
2015-04-0081682	NAKAS ALGIS J	224 FOXON RD #12X		125.47	Y	2019	
81734		939629					
TOTAL				10,533.18			



# Personal Property

Process Suspension  
Date: 06/23/2021  
Condition (s):

Year: , Type: 00 - ALL BILLS, Order: Bill Number, Total Only: No, Recep by Dist: No

Page: 1

Bill #	Name	Prop Loc	Dist/MBL	AMT/SUSP	S	Year	Reason
2015-02-0040099	FRIEDMAN DREW			1,401.06	Y	2019	
201200051							
TOTAL				1,401.06			

# Item 3

ITAL BILLS	UID	NAME	PROPERTY LOCATION	PARCEL	TAX	INTEREST	LIEN	TOTAL	OTHER BILLS	PAID/SOLD	DATE	AMOUNT	WINNING BID	JEOPARDY COLLECTION
5	R01640	ROMANO PETER	8 WEDGES FIELD	HOUSE	\$ 244,487.08	\$ 116,208.43	\$ 96.00	\$ 360,791.51		PAID	5/13/2021	\$ 360,791.51		
3	R01808	ROSS RICHARD A & BETH W	15 PATCHEN LANE	HOUSE	\$ 100,815.30	\$ 36,113.74	\$ 72.00	\$ 137,001.04		PAID	5/3/2021	\$ 83,146.61		
											5/14/2021	\$ 53,322.21		
											5/19/2021	\$ 532.22		
7	R00719	KAYE WARD L	28 RICHMOND HILL ROAD	HOUSE	\$ 77,332.37	\$ 40,014.83	\$ 144.00	\$ 117,491.20		SOLD	5/27/2021	\$ 117,491.20	\$ 382,000.00	CR BAL
											MV	\$ 953.22		\$ 10,683.38
7	R040002	MAGEE KAREN	19 HARVEST LANE	VACANT	\$ 64,335.42	\$ 33,814.05	\$ 144.00	\$ 98,293.47	MV (2) \$953.22	SOLD	5/27/2021	\$ 98,293.47	\$ 260,000.00	CR BAL
											MV	\$ 78.24		\$ 359.31
8	R03052	PORTALS THE LLC	100 LORDS HIGHWAY	HOUSE	\$ 48,275.94	\$ 35,857.35	\$ 192.00	\$ 84,325.29	MV (1) \$78.24	BIDDER DECLINED				\$ 8,769.68
4	R00023	FRASER JANET TRENT & FALCONE MICHAEL	3 KETTLE CREEK ROAD	HOUSE	\$ 63,591.67	\$ 18,217.48	\$ 72.00	\$ 81,881.15		PAID	1/12/2021	\$ 81,881.15		\$ 224.99
11	R04004	STERLING TRAIL LLC	INDIAN VALLEY ROAD	VACANT	\$ 40,248.81	\$ 36,712.52	\$ 240.00	\$ 77,201.33		SOLD	5/27/2021	\$ 77,201.33	\$ 180,000.00	CR BAL
8	R02074	THREE K'S LLC & KLOKUS NICHOLAS	96 GEORGETOWN ROAD	VACANT	\$ 45,382.01	\$ 28,463.92	\$ 168.00	\$ 74,013.93		SOLD	5/27/2021	\$ 74,013.93	\$ 79,864.83	CR BAL
6	R00626	COLEY FREDERICK S ET AL	59 LYONS PLAIN ROAD	HOUSE	\$ 47,299.60	\$ 21,687.76	\$ 120.00	\$ 69,107.36		PAID	5/9/2021	\$ 69,107.36		\$ 5,247.82
R00469		WRYNN PATRICIA	114 TREADWELL LANE	VACANT	\$ 45,077.65	\$ 18,900.34	\$ 120.00	\$ 64,097.99		PAID	7/15/2020	\$ 39,263.00		
											9/24/2020	\$ 7,606.99		
											10/9/2020	\$ 17,228.00		
15	R05017	SAMUELSON HARRY EST	7 MEADOWBROOK LANE	HOUSE	\$ 121,624.56	\$ 155,717.65	\$ 360.00	\$ 287,702.21		SOLD	TOTAL RECD	\$ 1,080,910.44		\$ 28,672.70
											6/4/2021	\$ 250,000.00	\$ 250,000.00	

TOTALS ABOVE REFLECT AMOUNTS DUE AT TIME OF PAYMENT

GRAND TOTAL \$ 1,609,583.14

# Item 4

Interest Budget 2020-21

**BUDGET**  
275,000

May, 2021

<u>Bank/Fund</u>	<u>Risk Based Capital Ratio</u>	<u>Investment \$</u>	<u>% of Total</u>	<u>Interest Rate/yield</u>	<u>Liquidity</u>
<b>General fund</b>					
JPMorgan Chase Money Market	17.32	95,554	0.3	0.03	available daily
Wells Fargo	14.10	990,684	2.9	0.25 (earn crd)	available daily
Peoples Money Market	12.93	3,839,957	11.3	0.15	available daily
Peoples Tax Collector Credit Card	12.93	307,627	0.9	0	available daily
State Short-term Investment Fund	n/a	5,149,985	15.2	0.04	available daily
State Short-term Investment Fund (debt srvc)	n/a	74,382	0.2	0.04	available daily
Webster Bank	13.71	3,344,938	9.9	0.3	available daily
TD Banknorth, Money Mrkt	18.67	4,148,770	12.2	0.15	available daily
Stonecastle FICA account	n/a	533,602	1.6	0.05	available daily
Saxon Securities Fed. Insured account	n/a	2,000,041	5.9	0.15	available daily
Multi Bank Securities (cd's)	n/a	2,523,073	7.4	1.0-3.0	6 mo. - 3 yr cd's
UBS Financial	n/a	3,405,249	10.1	1.02	blended/varies
Flynn Financial	n/a	3,878,710	11.5	2.30	blended/varies
Janney Montgomery Scott Portfolio	n/a	<u>3,581,870</u>	<u>10.6</u>	<u>1.64</u>	blended/varies
<b>Subtotal General fund</b>		<b>33,874,442</b>	<b>100.0</b>		
<b>Non- General fund</b>					
TD Banknorth (Senior Center)	15.60	58,312	0.4	0	available daily
Bank of America (Parks and Rec, Ravenwood)	14.85	293,582	2.0	0.05	available daily
FF Cty Bank/Turf Replacement	13.37	127,062	0.9	.1-.5	daily or cd
FF Cty Bank/Morehouse	13.37	118,766	0.8	.06-.5	daily or cd
Fairfield Cty/Social Services	13.37	149,629	1.0	0.04	available daily
FF Cty Bank/Mariana Clark Trust	13.37	100,589	0.7	0.5	cd
TD Banknorth Library Accts.	18.67	1,128,946	7.9	.25-.95	available daily
Wells Fargo - OPEB Trust	n/a	<u>12,386,344</u>	<u>86.2</u>	<u>2.3</u>	<u>blended/varies</u>
<b>Subtotal Non-General fund</b>		<b>14,363,230</b>	<b>100.0</b>		
<b>Grand Total</b>		<b><u>48,237,672</u></b>			

# TOWN OF WESTON INVESTMENT REPORT

## FY 2020-21 (GENERAL FUND)

<u>CATEGORY</u>	<u>7/1/20-5/31/21 EARNINGS NET OF FEES</u>	<u>NET UNREALIZED LOSS/GAIN July - April</u>	<u>INVESTMENT EARNINGS YTD 2020-21</u>
BANK MONEY MARKETS	18,690	N/A	16,690
STONECASTLE, SAXON FEDERAL INSURED ACCOUNTS	1,994	N/A	1,994
CONNECTICUT SHORT TERM INV.FUND	6,943	N/A	6,943
MULTI-BANK SECURITIES CD PORTFOLIO	47,588	(31,634)	15,954
JANNEY MONTGOMERY SCOTT	35,680	(23,611)	12,069
FLYNN FINANCIAL	72,745	(27,973)	44,772
UBS FINANCIAL	<u>32,352</u>	<u>(48,447)</u>	<u>(16,095)</u>
TOTAL	215,992	(131,665)	<b>82,327</b>
<b>INVESTMENT INCOME BUDGET 2020-21</b>	275,000		275,000
<b>Difference from Budget at May 31</b>	(59,008)		<u><b>(192,673)</b></u>
<b>Investment Income Actual 2019-20</b>			750,026
<b>Investment Income Actual 2018-19</b>			842,931

# Item 5

## General Fund Year End Forecast Highlights FY 2020-21

### Revenue

- Tax Revenue forecasted at \$1,143k higher than budget due primarily to the tax sale in May, 2021. Also, the current levy collections have come in better than anticipated by \$251k.
- Town Clerk receipts are forecasted to be higher by \$520k due to continued strong activity in the real estate market.
- Investment income forecasted to fall \$165k short of budget due to a sharp decline in short term yields, and fixed income portfolio mark to market declines.
- The Town has received \$98k from FEMA and the state of Connecticut for COVID related expenses incurred during the last quarter of FY 20, and during FY 21.

### Expenditures

- Health insurance reflects a positive variance of \$168k due to favorable trending primarily as a result of fewer participants in the plan to date.
- Other insurances reflect a positive \$36k variance due to successful results in negotiating our LAP and worker's comp policy renewals after budget adoption.
- Police reflects a deficit in regular wages and overtime of \$59k due to a severance payment, Storm Isaias and by officers out on worker's comp.
- Public Works reflecting a \$60k surplus in wages due to a planned delay in hiring for a vacant position influenced by a projected deficit in Solid Waste.
- Solid Waste Disposal is reflecting a \$66k deficit due to a large severance payment made to the retiring Transfer Station Operator, and additional costs related to Household Hazardous Waste Day.
- Library reflects a modest surplus due to reduced hours amongst its part time staff.
- Board of Education reflects a forecasted surplus of \$250k based on their most recent forecast presented this evening.
- Public Safety complex reflects removal of an additional \$250k Town contribution toward this project, as the final \$250k check has been received from the Volunteer Fire Department.

### Fund Balance

- Forecasted at \$15,562,802 (prior to pending 7/8 supplemental appropriations) for 6/30/21 which is 20.4% of the adopted FY 2021-22 total budget. Note that this amount is \$611,814 higher than the fund balance reported at the April budget deliberation meeting.

Fund balance forecast	\$15,562,802
Less: Supplemental approp. 7/8	(364,703)
Proposed FY 2021 transfers to Enterprise funds:	
Ravenwood Water System -	(\$55,548)
Recycling and Transfer Station -	<u>(\$36,129)</u>
Revised fund balance forecast	\$15,106,422 (19.8% of FY 22 budget)



**TOWN OF WESTON, CONNECTICUT  
COMBINING STATEMENT OF NET POSITION  
NONMAJOR PROPRIETARY FUNDS  
JUNE 30, 2020**

	<u>Water Supply System</u>	<u>Self- Funded Recreation Programs</u>	<u>Recycling and Transfer Station</u>	<u>Total</u>
<b>Assets:</b>				
Current assets:				
Cash and cash equivalents	\$ 31,385	\$ 46,705	\$	\$ 78,090
Accounts receivable, net	20,394		15,309	35,703
Due from other funds		329,140		329,140
Total current assets	<u>51,779</u>	<u>375,845</u>	<u>15,309</u>	<u>442,933</u>
Noncurrent assets:				
Capital assets, net of accumulated depreciation	<u>62,734</u>	<u>2,753</u>	<u>91,485</u>	<u>156,972</u>
Total assets	<u>114,513</u>	<u>378,598</u>	<u>106,794</u>	<u>599,905</u>
<b>Liabilities:</b>				
Current liabilities:				
Due to other funds	107,327		51,438	158,765
Unearned revenue				-
Total current liabilities	<u>107,327</u>	<u>-</u>	<u>51,438</u>	<u>158,765</u>
<b>Net Position:</b>				
Net investment in capital assets	62,734	2,753	91,485	156,972
Unrestricted	<u>(55,548)</u>	<u>375,845</u>	<u>(36,129)</u>	<u>284,168</u>
<b>Total Net Position</b>	<u>\$ 7,186</u>	<u>\$ 378,598</u>	<u>\$ 55,356</u>	<u>\$ 441,140</u>

Town of Weston  
FY 2020-21 Budget Report

	2019-20 Actuals	2020-21 Original Budget	Additions, (Deletions), Transfers	Final Revised Budget	Estimated Actual	Variance From Original Budget	Variance From Revised Budget
<b>REVENUES</b>							
<b>TAX COLLECTIONS</b>							
CURRENT TAXES	71,624,743	71,399,037		71,399,037	71,650,000	250,963.00	250,963.00
BACK TAXES	590,742	500,000		500,000	1,075,000	575,000.00	575,000.00
INTEREST/PENALTIES	286,411	300,000		300,000	575,000	275,000.00	275,000.00
SUPPLEMENTAL AUTO TAX	incl above	500,000		500,000	500,000	0.00	0.00
ELDERLY TAX RELIEF	(435,838)	(451,500)		(451,500)	(412,392)	39,108.00	39,108.00
FIRE/EMS ABATEMENT	(76,458)	(77,000)		(77,000)	(73,745)	3,255.00	3,255.00
<b>TOTAL TAX COLLECTIONS</b>	<b>71,989,600</b>	<b>72,170,537</b>	<b>-</b>	<b>72,170,537</b>	<b>73,313,863</b>	<b>1,143,326.00</b>	<b>1,143,326.00</b>
<b>DEPARTMENTAL RECEIPTS</b>							
INVESTMENT INCOME	750,026	275,000		275,000	110,000	(165,000.00)	(165,000.00)
BUILDING DEPARTMENT	195,562	217,000		217,000	310,000	93,000.00	93,000.00
TOWN CLERK	492,084	430,000		430,000	950,000	520,000.00	520,000.00
POLICE	4,854	4,000		4,000	11,000	7,000.00	7,000.00
ZBA HEARING FEES	746	1,000		1,000	2,000	1,000.00	1,000.00
PLANNING AND ZONING	10,384	16,000		16,000	25,000	9,000.00	9,000.00
CONSERVATION COMM.	6,034	6,000		6,000	10,000	4,000.00	4,000.00
SELECTMAN'S OFFICE	504	600		600	700	100.00	100.00
ASSESSOR COPIES	181	300		300	200	(100.00)	(100.00)
PUBLIC LIBRARY	2,631	-		-	-	0.00	0.00
POLICE SPECIAL DUTY ADMIN FEES	12,850	15,000		15,000	15,000	0.00	0.00
MISCELLANEOUS	53,485	5,000		5,000	15,000	10,000.00	10,000.00
MISCELLANEOUS BOE	-	-		-	-	0.00	0.00
SALE OF ASSETS (AUCTION)	9,815	-		-	-	0.00	0.00
TELECOMMUNICATIONS TAX	20,280	22,500		22,500	21,334	(1,166.00)	(1,166.00)
IVY MOORE RENTAL	2,106	-		-	-	0.00	0.00
ANIMAL CONTROL FEES	2,309	10,000		10,000	10,000	0.00	0.00
BOOSTER BARN REPAYMENT	16,820	16,500		16,500	17,060	560.00	560.00
<b>DEPARTMENTAL/MISC. RECEIPTS</b>	<b>1,580,671</b>	<b>1,018,900</b>	<b>-</b>	<b>1,018,900</b>	<b>1,497,294</b>	<b>478,394.00</b>	<b>478,394.00</b>
<b>STATE GRANTS</b>							
ELDERLY TAX RELIEF LOCAL	1,461	-		-	-	0.00	0.00
GENERAL EDUCATION - ECS	271,733	263,792		263,792	263,792	0.00	0.00
TOWN ROAD AID	251,619	251,619	-	251,619	251,306	(313.00)	(313.00)
LOCIP	65,800	65,857		65,857	65,918	61.00	61.00
OTHER/MISCELLANEOUS	770	800		800	800	0.00	0.00
COVID REIMBURSEMENTS - FEMA AND STATE	-	-		-	98,530	98,530.00	98,530.00
MUNICIPAL STABILIZATION GRANT	70,181	70,181		70,181	70,181	0.00	0.00
<b>STATE GRANTS</b>	<b>661,564</b>	<b>652,249</b>	<b>-</b>	<b>652,249</b>	<b>750,527</b>	<b>98,278.00</b>	<b>98,278.00</b>
TRANSFER IN/OFFSET FROM GENERAL FUND BAL	-	664,810		664,810	-	(664,810.00)	(664,810.00)
<b>TOTAL REVENUES</b>	<b>74,231,835</b>	<b>74,506,496</b>	<b>-</b>	<b>74,506,496</b>	<b>75,561,684</b>	<b>1,055,188</b>	<b>1,055,188</b>

**Town of Weston  
FY 2020-21 Budget Report**

	2019-20 Actuals	2020-21 Original Budget	Additions, (Deletions), Transfers	Final Revised Budget	Estimated Actual	Variance From Original Budget	Variance From Revised Budget
<b>EXPENDITURES</b>							
<b>GENERAL GOVERNMENT</b>							
Administration	624,506	634,698	14,000	648,698	662,000	(27,302.00)	(13,302.00)
General Administration							
Social Security	469,106	487,000	-	487,000	468,000	19,000.00	19,000.00
Pension	961,488	1,045,000	-	1,045,000	1,068,000	(23,000.00)	(23,000.00)
Health Insurance	2,109,123	2,298,475	-	2,298,475	2,130,000	168,475.00	168,475.00
Other Insurances	378,029	384,404	-	384,404	348,500	35,904.00	35,904.00
All Other	415,692	399,648	10,000	409,648	412,000	(12,352.00)	(2,352.00)
General Administration	4,333,438	4,614,527	10,000	4,624,527	4,426,500	188,027.00	198,027.00
Information Services	200,963	201,148	-	201,148	197,000	4,148.00	4,148.00
Probate Court	4,347	4,500	-	4,500	4,500	0.00	0.00
Elections/Registrars	44,244	70,698	-	70,698	69,000	1,698.00	1,698.00
Board of Finance	53,600	54,600	-	54,600	54,000	600.00	600.00
Assessor	156,861	156,537	-	156,537	156,537	0.00	0.00
Tax Collector	122,271	123,930	-	123,930	132,000	(8,070.00)	(8,070.00)
Legal	231,918	246,000	-	246,000	210,000	36,000.00	36,000.00
Town Clerk	152,579	162,343	-	162,343	160,000	2,343.00	2,343.00
Land Use	370,299	411,635	5,000	416,635	414,000	(2,635.00)	2,635.00
<b>Total General Government</b>	<b>6,295,026</b>	<b>6,680,616</b>	<b>29,000</b>	<b>6,709,616</b>	<b>6,485,537</b>	<b>195,079.00</b>	<b>224,079.00</b>
<b>PUBLIC SAFETY</b>							
Police Services							
Regular Wages	1,841,482	1,914,024	-	1,914,024	1,953,104	(39,080.00)	(39,080.00)
Overtime	178,441	194,995	-	194,995	215,000	(20,005.00)	(20,005.00)
All Other	175,219	225,881	-	225,881	222,000	3,881.00	3,881.00
Police Services	2,195,142	2,334,900	-	2,334,900	2,390,104	(55,204.00)	(55,204.00)
Volunteer Fire Dept.	256,756	271,295	-	271,295	271,295	0.00	0.00
Fire Marshal	63,659	66,316	-	66,316	65,500	816.00	816.00
Animal Control	86,575	91,916	-	91,916	90,000	1,916.00	1,916.00
Communication Center	333,740	300,714	-	300,714	317,000	(16,286.00)	(16,286.00)
<b>Total Public Safety</b>	<b>2,935,872</b>	<b>3,065,141</b>	<b>-</b>	<b>3,065,141</b>	<b>3,133,899</b>	<b>(68,758.00)</b>	<b>(68,758.00)</b>
<b>PUBLIC WORKS</b>							
Public Works - Highway							
Salaries	966,948	927,705	-	927,705	867,457	60,248.00	60,248.00
Snow Removal Expenses	114,060	207,341	-	207,341	206,303	1,038.00	1,038.00
Road resurfacing	912,815	550,000	-	550,000	570,000	(20,000.00)	(20,000.00)
Gen Maintenance/Other Contractual	104,430	106,216	-	106,216	100,000	6,216.00	6,216.00
All Other	309,401	284,228	-	284,228	284,228	0.00	0.00
Public Works - Highway	2,407,654	2,075,490	-	2,075,490	2,027,988	47,502.00	47,502.00
Tree Warden	77,426	84,945	-	84,945	84,945	0.00	0.00
Solid Waste Disposal	68,338	53,574	-	53,574	110,000	(56,426.00)	(56,426.00)
<b>Total Public Works</b>	<b>2,553,418</b>	<b>2,214,009</b>	<b>-</b>	<b>2,214,009</b>	<b>2,222,933</b>	<b>(8,924.00)</b>	<b>(8,924.00)</b>
<b>HEALTH, CULTURE &amp; WELFARE</b>							
Westport/Weston Health District	225,520	225,520	-	225,520	242,320	(16,800.00)	(16,800.00)
Emergency Med. Comm. Service	14,647	15,050	-	15,050	15,050	0.00	0.00
Regional Paramedic	136,986	143,910	-	143,910	136,987	6,923.00	6,923.00
Weston Water Utility	27,490	21,790	-	21,790	30,000	(8,210.00)	(8,210.00)
School/Town Water Supply	33,518	38,200	-	38,200	37,000	1,200.00	1,200.00
Human Services	94,112	87,392	-	87,392	89,000	(1,608.00)	(1,608.00)
Youth Services Department	26,140	29,399	-	29,399	29,399	0.00	0.00
Commission for the Elderly	178,002	195,260	-	195,260	192,000	3,260.00	3,260.00
Public Library	488,007	544,090	-	544,090	525,000	19,090.00	19,090.00
Recreation Department	432,288	450,620	-	450,620	447,000	3,620.00	3,620.00
<b>Total Health, Culture &amp; Welfare</b>	<b>1,656,710</b>	<b>1,751,231</b>	<b>-</b>	<b>1,751,231</b>	<b>1,743,756</b>	<b>7,475.00</b>	<b>7,475.00</b>
<b>TOTAL SELECTMANS BUDGET</b>	<b>13,441,026</b>	<b>13,710,997</b>	<b>29,000</b>	<b>13,739,997</b>	<b>13,586,125</b>	<b>124,872.00</b>	<b>153,872.00</b>
Debt Service							
Interest	844,043	673,095	-	673,095	673,095	0.00	0.00
Principal	4,940,000	4,940,000	-	4,940,000	4,940,000	0.00	0.00
Debt Service	5,784,043	5,613,095	-	5,613,095	5,613,095	-	-
Board of Education	52,248,794	54,161,443	-	54,161,443	53,911,418	250,025.00	250,025.00
Capital Outlay	1,514,429	1,020,961	5,000	1,025,961	1,025,961	(5,000.00)	0.00
Public Safety Project	1,375,789	-	-	-	-	0.00	0.00
<b>TOTAL EXPENDITURES</b>	<b>74,364,081</b>	<b>74,506,496</b>	<b>34,000</b>	<b>74,540,496</b>	<b>74,136,599</b>	<b>369,897</b>	<b>403,897</b>

**Town of Weston  
FY 2020-21 Budget Report**

	2019-20	2020-21	Additions,			Variance	Variance
	Actuals	Original	(Deletions),	Final Revised	Estimated	From Original	From Revised
		Budget	Transfers	Budget	Actual	Budget	Budget
<b>FUND BALANCE ANALYSIS:</b>							
FUND BALANCE 6/30/2019,2020	14,552,699	14,462,717	-	14,462,717	14,462,717		
TOTAL REVENUES	74,231,835	74,506,496	-	74,506,496	75,561,684	1,055,188.00	1,055,188.00
TOTAL EXPENDITURES	74,364,081	74,506,496	34,000	74,540,496	74,136,599	369,897.00	403,897.00
REVENUES MINUS EXPENDITURES	(132,246)	-	(34,000)	(34,000)	1,425,085	1,425,085.00	1,459,085.00
SUBTOTAL	14,420,453	14,462,717	(34,000)	14,428,717	15,887,802		
PLUS/MINUS: GAAP ADJUSTMENTS							
Allowance for payroll GAAP to budget reconcil.	-				(325,000)		
Adjustment to Committed Fund Bal.	42,264				-		
UNASSIGNED FUND BALANCE 6/30/20,21	14,462,717	14,462,717			15,562,802	1,100,085.00	
NEXT YEAR APPROVED TOTAL BUDGET	74,506,496				76,369,158		
FUND BALANCE AS % OF NEXT YEAR BUDGET	19.4%				20.4%		

# Item 6

## Facilities Optimization Committee RFQ/RFP Process

### **The Purpose of the FOC**

The Facilities Optimization Committee (FOC) was formed in January 2020 to determine if it is possible to modify the footprint of the school and Town facilities to optimize lifetime costs (capital, facilities, operating expenses, other Board of Education (BOE) staffing and expenses), improve the learning environment, create appropriate synergies for Town and school staff, and ensure consistency with the Town's Plan of Conservation and Development Plan (POCD). Because any changes recommended by the FOC would affect the schools, it will be critical that the BOE ultimately agree with the FOC's conclusions and recommendations.

### **FOC's Initial Analysis**

The FOC first undertook a review of the most recent studies of the existing facilities completed by Silver Petrucelli, which detailed the state of several buildings, proposed renovations to the Middle School, and analyzed potential school consolidation options. The FOC also reviewed the most recent Milone & MacBroom school enrollment projections. Next, the FOC set out to determine what, if any, changes to the use of existing Town facilities, including Jarvis, the Annex, and the school buildings, it might be beneficial to consider. It did so in light of the POCD, which envisioned an expanded Town Center and recommended changes that would affect existing Town facilities. The FOC also met with representatives of Silver Petrucelli and Milone & MacBroom to discuss their respective studies.

The FOC initially determined that

- The Annex building, originally installed as a temporary space for Kindergarten, is nearing the end of its useful life (and in reality is probably already past the end of its planned useful life). This facility will likely require substantial repairs or replacement.
- The Jarvis building is an antique house, is not truly fit for its current purpose, and may not be the highest and best use of that site.
- Hurlbutt Elementary School and the Middle School buildings are old, and other than upgrades to the library and minor classroom changes, the interior of the Middle School has not been renovated since its construction in the 1960's, and it is inefficient.
- The High School and Intermediate School were both assessed as meeting the needs for the current configurations.
- The Silver Petrucelli reports, which are several years old and do not assess all the Town facilities, needed to be reexamined in light of evolving Town circumstances, the POCD recommendations, and changing school demographics.

The pros and cons of various scenarios were discussed by the FOC. These scenarios included retaining the existing educational footprint or consolidating into three (3) school buildings and making one surplus. The FOC felt that the range of program requirements for the Town, particularly in the school population, was somewhat uncertain due to Covid, so the FOC slowed its process down in order that the 2020/21 and 2021/22 school population data could be included

in the analysis. Representatives of the FOC have conferred with the appropriate BOE committee to coordinate the FOC's approach with their perceived needs.

The FOC felt preliminarily that consolidation of students in Grades preK-8 into WIS and the Middle School was worth exploring further. This approach would free up Hurlbutt for other purposes, including an expanded senior center, a replacement for the aging Annex, an alternative to Jarvis for housing Parks and Recreation, and potential other Town uses. This could, among other things, reduce capital costs, create synergies with an expanded Town Center, and help meet the security needs of the schools. Additionally, it could create better alignment with the POCD, creating opportunities for further tax base development for the Town. This approach would most probably require modifications to the Middle School and WIS buildings, which can be broken into mandatory items and discretionary items to allow the Town to optimize its investment choices.

**The RFQ and RFP Process**

To approve such a scenario, the FOC believes that the Town needs more in-depth analysis of such scenario's physical, financial and educational consequences, and a comparison of such scenario to a baseline scenario outlining a 10-20 year continuation of the status quo in which all facilities are brought to and maintained in good repair. This includes a more detailed program verification for each of the departments, capital cost forecasts, comparative repair and maintenance forecasts, and operating cost impact estimates. This level of detail is beyond the scope and skills of the FOC, and so the FOC issued a Request for Qualifications (RFQ) in October 2020 followed by a Request for Proposals (RFP) in March of 2021.

The FOC received eight (8) responses to the RFQ, and the FOC interviewed several of the respondents: BL Companies, Colliers, DRA Architects, KG&D Architects and Tecton Architects. These interviews informed the FOC further on the consultant scope of work that was needed and we were able to refine the scope of work and then issue an RFP.

The Town received eight (8) proposals in response to the RFP. The cost estimates provided by the candidates are summarized below:

<b>Name</b>	<b>RFQ</b>	<b>Base cost</b>	<b>Add Alt cost</b>	<b>Total</b>		
Antinozzi Architects	N	\$74,300	\$24,000	\$98,300		
Tecton Architects	Y	\$89,340	\$9,500	\$98,840*		
MGT Consulting	Y	\$93,682	\$16,353	\$110,035		
KG&D	Y	\$167,250	\$82,750	\$250,000		
Geddis Architects	N	\$84,000	\$41,000	\$125,000		
O'Riordan Migani Architects	N	\$68,400		\$68,400		
DRA	Y	\$49,800		\$49,800		
BL Companies	Y			\$235,000		

Note: Add Alt costs include a review of the bus garage, Town Hall, Central Office and Annex. Some consultants included a review of potential renovations to the Middle School and to the High School in the base cost, some included it in the add alt cost.		
*Refined costs are below		

**Choosing the Consultant**

The FOC focused on several characteristics in order to narrow down the number of its potential candidates. They included: cost of services, perceived capabilities, relevant experience, availability, emphasis on community communication and involvement, creativity of approach and thoroughness of their response to the RFP.

Based upon the foregoing factors and the quality and completeness of the submittals, the FOC decided to eliminate four (4) firms and to interview four (4) firms. The process for narrowing down the firms to be interviewed is described below.

First, although they were the two lowest bidders, DRA and O’Riordan Migani Architects were eliminated. DRA came in with the lowest bid. However, that bid was not sufficiently comprehensive, including failing to incorporate consultant work, which could add as much as \$10,000-\$15,000 to their base price and pricing for certain projects as add alternatives, which the RFP specifically requested. Also, given that DRA had been interviewed during the RFQ process, the FOC felt that they should have demonstrated a better understanding of the scope of work. O’Riordan Migani Architects came in with the second to lowest bid. Their proposal referenced a different town, did not mention any of the specifics related to the RFP, did not break down the costs as requested and did not present a team that seemed the best suited for the scope of work. Therefore, the FOC felt that their proposal did not demonstrate an understanding of the project. BL Companies was eliminated due to their high bid, failure to break out add alternative costs and failure to produce a better proposal given that they had been interviewed during the RFQ phase. MGT Consulting was eliminated because they are located in Tampa, FL and did not demonstrate sufficient local expertise.

The FOC did choose Antinozzi Associates, Tecton Architects, KG&D Architects, and Geddis Architects for further interviews. KG&D and Geddis were ultimately eliminated as their proposals were substantially more expensive than those of Antinozzi and Tecton, and the FOC felt that Antinozzi and Tecton could meet the FOC’s needs, their proposals were very comparable and their total cost estimates were very close.

The Town conducted reference checks for Tecton and Antinozzi and ultimately, the FOC voted in favor of Tecton to engage the next level of detail and prepare a decision analysis on which the Town can rely. In the FOC’s judgment, Tecton had a strong understanding of the scope of work, proposed meetings with the public and relevant Boards early in the process and their proposal was cost competitive (in the final pricing it was the lowest of the four interviewed firms). After refining the costs with Tecton, the final proposed cost breakdown is a base cost of \$76,200, add alternatives totaling \$9,500 [helpful to distinguish what this covers from what the \$6480 covers]



and a study of Town administration alternatives at a cost of \$6,480. The total for all components is \$92,180.

### **Consultant Deliverables**

**Tecton has agreed to supply the deliverables specified by the RFP, in Section 3(B), which include (1) for comparison purposes, a 10-20 year baseline scenario in which all current facilities (including the four schools) are kept in good repair; (ii) determining gross area requirements to meet the programmatic needs of our schools (excluding Weston High School); (iii) studying alternative layouts and building modifications necessary to move to a three-school model that will meet such programmatic needs, and the pros and cons of each approach, as well as the cost of any FOC-favored alternative; (iv) identifying short-term swing space options to avoid undue disruption during any construction; (v) creating a timeline for accomplishing any changes; (vi) investigating funding sources for any recommended modifications; (vii) managing an effective public participation process; and (viii) providing a master plan of building projects and costs.**

We note that without funding for this proposal, the Town truly cannot proceed with any material changes to the current program of occupancy. The scope of work needed to make an informed decision is beyond the committee's or the District's capability. Incremental people moves or changes can be done, but nothing material to the school buildings or other occupied buildings can be completed without putting together the detailed program and cost impacts that this process will entail to the Town. The BOE would not be able to approve a transition to a three-school campus until this analysis is completed. If Hurlbutt remains occupied as a school, the Town and BOE cannot consider utilizing that existing space for staff or an alternative use. With the Annex at the end of its useful life, the Town will have to consider building an addition onto Town Hall, leading to an unnecessary increase in space, rather than a reduction of our footprint and an optimization of our facilities.

The FOC respectfully requests that you approve the funding for this proposal to engage Tecton Architects.

### Police Accountability Law History

Connecticut legislation adopted House Bill 6004 on July 30<sup>th</sup>, 2020 (An Act Concerning Police Accountability – 20-1) which impacts police on both the state and municipal level. In addition to mandated mental health, and drug screenings is the requirement for the use of police body worn cameras, and police dash board cameras.

#### Submission Process

The initial body camera / vehicle camera project request was submitted through the normal budget cycle (capital improvement item) to ensure state requirement dates are met. For a number of reasons, it was removed from the normal budget cycle and was submitted as a supplemental request. This approach allowed for an RFP to be done, and to allow the release of funds upon completion of phases.

#### Phases:

- Phase 1 –Discuss and Create Request for Proposal
  - Vendor Question Submission Deadline
  - Written Responses for Question by Town
  - Proposals Due to Police Department
  - Committee Review Deadline
  - Selection / Negotiation
- Phase 2 – Police Commission review, discussion and Approval
- Phase 4 – Board of Selectmen vote to accept or deny proposal
- Phase 5 – Board of Finance vote to accept or deny proposal

#### Critical Requirements:

The importance of memorializing police interactions with the public is critical. Six critical attributes were identified through the RFP process. These attributes maintain efficiencies, and avoid requests for additional staffing. The following is a summary of the RFP:

	Axon	Brite	Digital Ally	Motorola / Watchguard
Single Source - One Software and code reviewed	X			
AI Automated Redaction (avoids request for FTE)	X			
Low Light capable for rural setting	X	X	X	X
Tamper Proof / Resistant	X	X	X	X
Weapon Integration - Works with Electronic Defense Weapon	X			
Experience in District - Integrates with our JD1 court	X		X	X

# SUPPLEMENTAL REQUEST

**Total Supplemental Request is for \$259,702.84**

	<b>Supplemental Request</b>
Year One Axon Cameras (BWC & Fleet)  (a recurring 34,231.52 in normal budget)	80,802.84
One time vehicle equipment up-fit estimates (MDT, Mounts, retro fitting existing vehicles)	119,000 (17 x 7000.)
One time Install of Modem Equipment – Nu Age Vendor costs	28,900 (17 x 1700.)
Tech Support increase for year one – vendor ICX  (a recurring 31,000 will be in normal budget for all years following).	31,000
<b>Total Supplemental Request</b>	<b>259,702.84</b>

**(Below costs are not in this Supplemental Request and will be absorbed into yearly contractual services)**

**Year 1 Axon – 80,802.84 + One Time install and setup to fleet 147,900 + in-house WPD Tech support 31,000 = 259,702.84**

**Year 2 Axon – 34,231.52 + In-house WPD tech support 31,000 = 65,231.52**

**Year 3 Axon – 34,231.52 + In-house WPD tech support 31,000 = 65,231.52**

**Year 4 Axon – 34,231.52 + In-house WPD tech support 31,000 = 65,231.52**

**Year 5 Axon – 34,231.52 + In-house WPD tech support 31,000 = 65,231.52**

**Total 5 year costs to install both systems, retro-fit existing fleet, store data, and include any and all updates for hardware and software:**

**520,628.92**

\*\*Only Axon met all of the critical requirements developed in the RFP. Axon was the unanimous choice for the RFP committee, as well as a unanimous choice for the executive staff.

\*\*Legacy costs and manual hours needed to maintain both systems were a significant deciding factor outside the critical requirements.

\*\*By law the Weston Police is required upon FOI request to acknowledge and produce footage of any officer on-duty to any person of the public.

\*\*Axon has a single software suite with proprietary automating intelligence that does facial blurring for juveniles, domestic violence victims, and other protected parties. This significantly reduces the number hours needed to both protect victims identity (a state law) and release footage (also a state law).

**RFP BID RETURN  
PRICE**

**Axon - 5 year total BID**

217,728.92

-needs in-house tech support for 5 years

31,000 x 5 = 155,000.00

One time upfit to fleet 119,000.00

**Axon 5 YR Total - 520,628.92**

**Brite - 5 year total BID**

313,845.80

-needs in-house tech support for 5 years

31,000 x 5 = 155,000.00

**BRITE 5 YR TOTAL - 468,845.80**

**Digital Ally - 5 year total BID**

213,026.10

-needs in-house tech support for 5 years

31,000 x 5 = 155,000.00

**DIGITAL ALLY 5YR TOTAL - 368,026.10**

**Motorola / Watch Guard - 5 year BID**

201,180.00

-needs in-house tech support for 5 years

31,000 x 5 = 155,000.00

**MOTOROLA 5 YR TOTAL - 356,180.00**

## CONNECTICUT AXON CUSTOMERS

### CT Departments Using In-Car Cameras:

- East Lyme PD
- Enfield PD
- East Haven PD
- Milford PD
- Hartford PD
- Darien PD
- Hamden PD
- Meriden PD
  - Middlebury PD
  
- New Haven PD
- New London PD
- North Branford PD
  - Ridgefield PD
  
- Simsbury PD
  - Stonington PD
  - Suffield PD

### CT Departments Using Body Worn Cameras:

- Ansonia PD
- Branford PD
- Bristol PD
- Brookfield PD
- Burlington PD
- Cheshire PD
- City of Groton
- CT State Marshal's Office
- Danbury PD
- Darien PD
- East Hartford PD
- East Haven Animal Shelter
- East Haven PD
- East Lyme PD
- Enfield PD
- Essex PD
- Fairfield PD
- Greenwich PD
- Hamden PD
- Hartford PD
- Mashantucket Pequot PD

- Meriden PD
  - Middlebury PD
  
- Milford PD
- Naugatuck PD
- New Haven PD
- New London PD
- North Branford PD
- North Haven PD
- Norwalk PD
- Oxford PD
- Plymouth PD
- Prospect PD
- Quinnipiac University
- Redding PD
  - Ridgefield PD
  
- Simsbury PD
- Southington PD
- South Windsor PD
- Stamford PD
  - Stonington PD
  - Suffield PD
  
- Torrington PD
- Town of Groton
- Watertown PD
- WCSU PD
- Woodbury PD
- Yale University

# Weston Police Department

56 Norfield Road  
Weston, CT 06883  
[www.westonpolice.com](http://www.westonpolice.com)

## REQUEST FOR PROPOSAL – 21-01

### Introduction:

The State of Connecticut recently adopted legislation which impacts police on both the state and municipal level. The State Legislature (Public Act 20-1) Police Accountability Reform Law encompasses several requirements and unfunded mandates that require the use of police body worn cameras, and police dash board cameras.

A report published outlining the significant changes and important dates can be found via State reference report number 2020-R-0173 or with the following link:

<https://www.cga.ct.gov/2020/rpt/pdf/2020-R-0173.pdf>

### Invitation:

The Town of Weston is soliciting proposals from qualified vendors to provide The Town of Weston Police Department with:

- Body worn cameras
- Police vehicle dash cameras
- Digital evidence storage as it relates to both body worn cameras and vehicle dash cameras
- Training for body worn cameras and dash camera usage
- Redaction software (FOI, Court, Press)
- Maintenance of body worn camera system / dash camera system
- Repair of equipment – camera or car components related to function

### Goal:

The Weston Police Department is committed to efficiency and is striving to utilize technology to avoid unnecessary overtime costs, or increasing the number of staff. The Weston Police Department is seeking to invest in a complete and reliable solution to capture, manage, store,



redact, and share video evidence according to Connecticut General Statutes (FOI requests, investigations, and court presentation) and POST Council Standards.

**Timeline:**

Request for Proposal – April 2<sup>nd</sup>, 2021

Vendor Question Submission Deadline – April 15<sup>th</sup>, 2021

Written Responses for Question by Town – April 22<sup>nd</sup>, 2021

Proposal Due to Police Department – April 30<sup>th</sup>, 2021

Committee Review Deadline – May 14<sup>th</sup>, 2021

Selection / Negotiation -May 19<sup>th</sup>, 2021

**Requirements:**

**Battery Life** – Police Officers at the Weston Police Department need to be able to have battery life for 12 hour shifts. Loss of battery life must not cause a loss of video evidence on the device. Cameras batteries must be rechargeable and charge simultaneously with the video download in process.

**Data Ownership** – The Town of Weston shall own all rights to the data and video that is stored at the vendors host site, and shall be able to transfer the data out or to a new platform.

**Data Security** – Vendor is required to comport to Criminal Justice Information Services (CJIS) for data protection, and be capable to demonstrate compliance.

**Ease of Use** – Software should provide a single source platform to capture, manage, store, redact, and share video evidence.

**Export** – All data should be exported from the device into the data management system in its original file format and without loss of quality or associated metadata. Cameras should record an audit log that includes such information as device serial number, power/on/off times, charging, start/stop recording, and remaining storage capacity.

**Field of View** – Cameras should have a field of view of 90 degrees or greater.

**Focus** – Cameras must autofocus, and have image stabilization

**Format** – Videos must play back in a standard, non-proprietary format that does not require manufacturer specific replay software.

**Low Light** – Cameras should capture video in low-light conditions that would be similar to what an officer can see with his / her own eyes.

**Qualifications** – Vendor should have a proven record in the industry handling sensitive law enforcement video content. Vendors should be able to provide liability insurance proof upon request.

**Resolution** – Videos must record in full color and high definition 720p-1080p, and record at 30 frames per second.

**Redaction** – Proposals should include redaction tools that have the ability to blur faces, license plates, or other images, and would also be able to redact audio only. Software must be able to retain original version of videos after redaction if required for evidence.

**Repair and Support** – Vendor should include pricing to cover repair, and replacement of broken items to ensure functionality.

**Software Security** – Software should require individual assigned accounts per user, and multi-factor authentication.

**Storage** – Cameras should store a minimum of 16 hours of video at a resolution of 720p

**Tamper** – Cameras should prohibit recordings from being deleted, edited, overwritten by the wearer.

**Training** – Vendor must provide on-site training for all users and administrators over multiple days / scheduling needs.

#### **Contact:**

Interested vendors should make contact with Chief Edwin Henion by phone at 203.222.2667 or by email at [ehenion@westonpolice.com](mailto:ehenion@westonpolice.com). Please be prepared to submit proposals with the following:

- Company name, address, telephone, fax, and email
- Account representative / point of contact
- Letter of introduction and qualifications of company
- Specification of hardware capabilities
- Data Storage overview / costs
- Software solution – Flow of work through a sample case including redaction
- Implementation plan and fee schedule

#### **Review:**

The Weston Police Department will evaluate proposals returned from vendors at the executive level, and by a designated committee of police officers that range differently in rank and service. The designated body camera committee shall evaluate each product and evaluate if the requirements of the

request for purchase are being met, as well as if any standards were exceeded and how (each proposal will be graded).

### **Pre Submission Questions**

(please be prepared to supply answers in writing at the time of proposal submission)

1. Is your company compliant with CJIS data storage requirements?
2. Is your company able to ensure over 98% up-time to both body worn camera data and dashboard video data?
3. Is your company a single software platform?
4. If your company is not a single software platform, please list the partnering companies and roles for each (data redaction, data export, etc.)
5. Is your company software capable to automate through facial recognition the ability to redact minors and victims faces as required by law minimizing the number of manual hours required for each case?
6. What is the typical process to turning body camera or dashboard camera footage over to the court?
7. Does your company install the hardware directly or use a vendor? If vendor or partner, please list.
8. Does the price of the proposal include repair or upgrade of devices over the time of the contract?
9. Is any data from the Weston Police Department intended to be stored outside the United States during the time of the contract?
10. Is the software code designed and updated internally? Please provide the the code review process to ensure integrity of the software / code audit process?

### **Implementation:**

Upon completion of the evaluation the Weston Police Department will select the vendor and engage in the contract / price evaluation. If the proposed vendor proposal / pricing is adopted by the board of selectman, and the board of finance a plan of implementation and schedule will be established to ensure body worn cameras and dash cameras are fully functional by July 1<sup>st</sup>, 2022 when the law requires compliance.

### **Town Disclaimer Notice:**

The Town of Weston reserves the right to reject any and all proposals, and reject any part of any proposal. The Town reserves the right to waive any informality in any and all proposals deemed in the best interest of the Town. The Town reserves the right to negotiate with the selected respondent any amendments to the contract. The Town shall be under no obligation to accept the lowest financial proposal offered. The Town may make such investigations as it deems necessary to determine the ability of a respondent to perform the work.



## Discounts (USD)

Quote Expiration: 07/15/2021

List Amount	236,651.00
Discounts	18,922.08
<b>Total</b>	<b>217,728.92</b>

*\*Total excludes applicable taxes*

## Summary of Payments

Payment	Amount (USD)
Year 1 - BWC	33,259.08
Year 1 - Fleet	47,543.76
Year 2 - BWC	13,741.28
Year 2 - Fleet	20,490.24
Year 3 - BWC	13,741.28
Year 3 - Fleet	20,490.24
Year 4 - BWC	13,741.28
Year 4 - Fleet	20,490.24
Year 5 - BWC	13,741.28
Year 5 - Fleet	20,490.24
<b>Grand Total</b>	<b>217,728.92</b>

# Item 7

**CONSULTING SERVICES AGREEMENT**  
(MUNICIPAL PUBLIC WORKS PROJECT)

This Consulting Services Agreement (the "Agreement") is dated as of May \_\_\_\_\_, 2021 (the "Effective Date") by and between TECTON ARCHITECTS, P.C., a Connecticut corporation (the "Consultant"), and the TOWN OF WESTON, a Connecticut municipal corporation (the "Town"). In consideration of the mutual covenants set forth below, the sufficiency of which is hereby acknowledged, Consultant and the Town agree as follows.

1. Services by Consultant.

(a) Scope of Work. Consultant will perform professional consulting services for the Town with respect to the municipal public works project, as described in *Request for Proposals For A Facilities Optimization Committee Project* (the "RFP"), a copy of which is attached hereto as Schedule A and *Qualifications for Facilities Optimization Services* attached hereto as Schedule B (the "Proposal"). The professional consulting services described in the RFP and the Proposal are referred to in this Agreement collectively as the "Services". Consultant represents and warrants that Consultant has the technical capability, experience, equipment, and other resources necessary to provide the Services on a timely basis and in full compliance with this Agreement.

(b) Performance. Consultant will use Consultant's best skill, judgment and efforts to timely perform the Services in a manner satisfactory to the Town. Consultant will undertake to perform the Services only upon receipt of a request or instructions from the Town Administrator or a person designated by the Town Administrator.

(c) Compliance With Laws. Consultant agrees, represents and warrants that all of Consultant's Services will be rendered in compliance with all applicable federal, state and local laws, regulations, ordinances, codes, orders and requirements and that Consultant shall have all necessary licenses and permits to perform the Services. Consultant will promptly notify the Town if Consultant's Services fail in any way to comply with the covenants, representations and warranties set forth in this Section, or if it is alleged that Consultant's Services fail to comply with the covenants, representations and warranties set forth in this Section.

(d) No Delegation, Exceptions. Without the express prior written approval of the Town, Consultant shall not delegate to any other person or entity the performance of the Services or of any of Consultant's obligations and responsibilities under this Agreement. Notwithstanding, Consultant is authorized to subcontract for the performance of Services with the firms listed in Section 6.1 of the Proposal.

2. Additional Services.

Consultant shall not perform any additional services beyond the Services to be performed

hereunder. Any additional services shall be provided only after and subject to a separate written agreement.

3. **Independent Contractor.**

Consultant represents, warrants and agrees that: (a) Consultant is an independent contractor and not an employee or agent of the Town; (b) Consultant shall have the sole obligation and responsibility to pay any and all federal, state and local taxes, including wage withholding, payroll, unemployment insurance, Social Security, and sales and income taxes, associated with any payments or other compensation Consultant directly or indirectly receives from the Town; and (c) neither Consultant nor any employees or other personnel of Consultant are entitled to receive or are eligible for any benefits which accrue to employees of the Town, including without limitation such benefits as health insurance and retirement benefits. Without the express prior written approval of the Town Administrator, neither Consultant nor any employees or other personnel of Consultant will do or perform any act or make any representation, promise or commitment which purports in any way to bind the Town.

4. **Payments to Consultant.**

(a) **Compensation.** Consultant will be entitled to compensation for the Services in accordance with the rates, hours and fees indicated the table labeled Original 03.08.21 Revised 05.25.21 attached as **Schedule C** (the "**Fee Table**"). Consultant will be bound by total estimated fee or "not to exceed" dollar amount indicated in the Fee Table (the "**Quoted Fee**"). The Town will not be responsible for payment for Services performed in excess of the Quoted Fee unless, prior to performing the Services, the Consultant obtained the written authorization of the Town Administrator.

(b) **Invoices, Payment Schedule.** Consultant shall submit to the Town invoices for payment on a monthly basis. Each invoice shall include an itemized statement showing dates of work, a description of each task performed, personnel who performed each task, hourly rate(s) and the total sum for each task. The Town shall review each invoice and, within ten (10) days of receipt, either certify the same for payment or advise Consultant of any necessary revisions or additional documentation necessary to render such invoice for payment. The Town will pay each invoice within thirty (30) days after receipt by the Town's Finance Department of an approved invoice.

(c) **Expenses.** Except for the Reimbursable Expenses, the compensation to be paid under this Agreement is inclusive of all expenses. Except for the Reimbursable Expenses, Consultant will be solely responsible for the payment of all expenses appropriate or necessary for Consultant to properly perform the Services. "**Reimbursable Expenses**" means and includes expenses actually incurred by the Consultant for copies, reproductions, photographs, printing and overnight delivery services. The Town will not be responsible for payment for Reimbursable Expenses in excess of \$250.00 unless the Consultant obtained the written authorization of the Town Administrator prior to incurring the expense.

5. **Duration of Agreement.**

(a) Term. The engagement of Consultant by the Town to provide the Services shall commence on the date indicated in a notice to proceed issued by the Town and, unless earlier terminated as provided in this Agreement, shall end on December 31, 2021. If the project described in the Proposal has not been completed by December 31, 2021, then the engagement of Consultant will be automatically extended for a period of one (1) year (i. e., through December 31, 2022) unless either the Town or the Consultant notifies the other party that it does not wish to extend the engagement.

(b) Termination by the Town. The Town may at any time and for any reason terminate the engagement of Consultant to provide the Services under this Agreement. The Town shall give thirty (30) days' prior written notice to Consultant of any such termination specifying the effective date of the termination. If the Town terminates the engagement under this Section 5(b): (i) Consultant shall continue to render the Services until the effective date of the termination for Services then underway, and shall commence no items of Services after receipt of notice of termination without additional, prior written agreement of the Town; (ii) Consultant shall be paid by the Town, in accordance with the payment provisions of this Agreement, for all Services properly completed by Consultant as of the effective date of the termination; and (iii) upon payment of the amount specified in Section 5(b)(ii), the Town shall have no further liability to Consultant under this Agreement. Non-payment by Town of Consultant's invoice shall not be grounds for termination if the Town has reasonable basis to dispute said billing and the issue remains unresolved between the parties.

(c) Termination by Consultant. Consultant may, for any reason, terminate this Agreement provided that Consultant give at least sixty (60) days' prior written notice to the Town of any such termination specifying the effective date of the termination. If Consultant terminates the engagement under this Section 5(c): (i) Consultant shall continue to render Services as provided in this Agreement until the effective date of the termination; (ii) Consultant shall be paid by the Town, in accordance with the payment provisions of this Agreement, for all Services properly completed by Consultant as of the effective date of the termination; and (iii) upon payment of the amount specified in Section 5(c)(ii), the Town shall have no further liability to Consultant under this Agreement.

(d) Cooperation. If the engagement of Consultant to provide Services as set forth in this Agreement is terminated under Section 5(b) or Section 5(c), Consultant shall cooperate with the Town to arrange the termination in such manner as may reasonably be requested by the Town so as to minimize any disruption or adverse impact to the Town, including, without limitation, providing documentation and data files to a successor architecture consultant designated by the Town.

(e) Survival. Notwithstanding anything to the contrary contained herein, the provisions of Sections 7, 8, 9, 10, 12, 13 and 14 of this Agreement shall survive any termination or expiration of this Agreement regardless of how such termination or expiration may occur.

## 6. Insurance.



(a) Consultant shall, at its own expense and cost, obtain and keep in force during the entire duration of the Agreement the insurance coverages specified in Section 4 of the RFP.

(b) The insurance policies described in Section 6(a), above, are referred to herein as the "Policies". Each of the Policies shall be underwritten by an insurance company licensed in the State of Connecticut to underwrite that particular form of insurance. Upon execution of this Agreement and, upon request of the Town, at every date for renewal of the Policies, Consultant shall cause a Certificate of Insurance to be issued by an insurance agent licensed in the State of Connecticut. Each of the Policies shall incorporate a provision requiring written notice to the Town at least thirty (30) days prior to any cancellation, nonrenewal or reduction in limits of the Policy.

(c) Consultant shall ensure that any and all consultants engaged or employed by Consultant, including, without limitation, the firms listed in Section 6.1 of the Proposal, shall carry and maintain insurance in form and coverage amount consistent with the Policies and the consultant's relative scope of work. With respect to the insurance maintained by Consultant's consultants, upon execution of this Agreement and, upon request of the Town, at every date for renewal of the Policies, Consultant shall cause a Certificate of Insurance to be issued by an insurance agent licensed in the State of Connecticut. The certificates will show the Town as an additional insured. Each of the Policies shall incorporate a provision requiring written notice to the Town at least thirty (30) days prior to any cancellation, nonrenewal or reduction in limits of the Policy.

7. **Ownership of Documents and Property.**

(a) Consultant understands and agrees that all information and other property of the Town, notwithstanding its disclosure to and use by Consultant in the course of the engagement of Consultant to provide Services under this Agreement, shall remain the property of the Town or of any third party who may furnished it to the Town. At the termination of Consultant's engagement under this Agreement, or at the request of the Town at any time, Consultant will immediately deliver to the Town all information, and all other property of the Town or of a third party, which are in the possession, custody or control of Consultant.

(b) All documents prepared by Consultant pursuant to this Agreement, including sketches, design, reports, drawings, CADD and/or computer design files and specifications (the "Work Product") are instruments of service in respect to the Services to be performed and, upon payment as herein provided, shall become the property of the Town. Consultant hereby irrevocably and perpetually assigns to the Town all right, title and interest in and to the documents, including but not limited to all intellectual property rights, including but not limited to patents, trademark, trade secret and copyright. The Town agrees, to the fullest extent permitted by law, to indemnify and hold Consultant harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any reuse or modification of the Work Product by the Town or any person or entity that obtains the Work Product from or through the Town.

8. **Remedies; Indemnification.**

(a) In addition to and not in lieu of any other obligation contained in this Agreement, Consultant agrees to and shall indemnify the Town and hold the Town harmless with respect to

any and all claims, losses, costs and expenses (including but not limited to attorneys' fees and costs of litigation), damages, fines, penalties and/or liabilities arising out of (i) any breach or violation by Consultant of any provision of this Agreement, including any representation or warranty contained herein; and (ii) any negligent or intentional acts, errors or omissions by Consultant in the performance of its Services under this Agreement.

(b) The provisions of this Section 8 shall survive any termination or expiration of this Agreement regardless of how such termination or expiration may occur.

9. **Entire Agreement; Modification; Binding Effect.**

(a) This Agreement contains the entire agreement of the parties concerning its subject matter and shall supersede the terms of any other prior or contemporaneous agreement, representation or understanding (whether oral or written) between the parties concerning the subject matter of this Agreement. Consultant acknowledges that in connection with Consultant's decision to sign this Agreement, Consultant has not relied on any representations, promises or agreements of any kind except for those set forth in this Agreement.

(b) This Agreement may only be changed or modified in a writing signed by both Consultant and the Town.

(c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns; provided, however, that Consultant may not assign Consultant's obligations under this Agreement.

10. **Governing Law; Jurisdiction.**

This Agreement and the rights and obligations of the parties hereunder shall in all respects be governed by and construed and enforced in accordance with the laws of the State of Connecticut. Consultant and the Town consent to the jurisdiction and exclusive venue of the State and/or Federal courts in Connecticut in any litigation concerning this Agreement or its enforcement.

11. **Consultant's Authority to Conduct Business.**

Consultant represents and warrants that Consultant shall maintain its existence in good standing in its state of incorporation or formation (if applicable), and that Consultant shall maintain in full force and effect any and all licenses or authorizations required for Consultant to do business in each jurisdiction where Services are to be rendered under this Agreement.

12. **Dispute Resolution.**

(a) The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between the parties. Any party may give the other party written notice of any dispute not resolved in the normal course of business. The notice and response shall include with reasonable particularity: (i) a statement of each party's position and a summary of arguments supporting that position; and (ii) the name and title of the person who will

represent that party and of any other person who will accompany him or her. Within thirty (30) days after delivery of the notice, the parties shall meet at a mutually acceptable time and place.

(b) Unless otherwise agreed in writing, the above-described negotiation shall end at the close of the first meeting described above ("First Meeting"). Such closure shall not preclude continuing or later negotiations, if desired.

(c) All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation.

(d) At no time prior to the First Meeting shall either side initiate an arbitration or litigation related to this Agreement except to pursue a provisional remedy that is authorized by law or by agreement of the parties. This limitation is inapplicable, however, to a party if the other party refuses to comply with the requirements of Section 12(a).

(e) All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in Section 12(a) and Section 12(b) are pending and for two (2) weeks thereafter. The parties will take such action, if any, required to effectuate such tolling.

(f) If the matter is not resolved by negotiations pursuant to Section 12(a) through Section 12(e), then either party may demand that the dispute be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "Commercial Arbitration Rules") and upon such demand, the dispute shall be submitted to arbitration in Fairfield County, Connecticut. The parties may agree upon one (1) arbitrator. If they cannot so agree within two (2) weeks following demand for arbitration, then each party shall select an arbitrator, and the arbitrators so selected shall select a third arbitrator (the "Deciding Arbitrator"), and the decision of the Deciding Arbitrator shall be binding and conclusive. If either party refuses or fails to join in the appointment of an arbitrator, an arbitrator shall be appointed in accordance with the Commercial Arbitration Rules. All arbitration hearings conducted hereunder, and all judicial proceedings to enforce any of the provisions of this Agreement, shall take place in Fairfield County, Connecticut. Notice shall be given and the hearing conducted in accordance with the provisions of the Commercial Arbitration Rules. The arbitrator shall hear and determine the matter and shall execute and acknowledge its award in writing and deliver a copy thereof to each party by registered or certified mail. A judgment confirming the award of the arbitrator may be rendered in any court having jurisdiction. Costs and expenses of arbitration, including, but not limited to, the fees of the arbitrator, shall be borne by the non-prevailing party or in such proportion as the arbitrator shall determine.

### 13. Notices.

All notices required or permitted to be given under this Agreement shall be sufficient only

if in writing and given by hand delivery, by overnight mail service, or by certified or registered mail, addressed to the party for whom such notice is intended at said party's address set forth below or such other address as either party may designate in writing to the other party.

If to the Town, addressed to:  
Town of Weston  
56 Norfield Road  
Weston, CT 06883  
Attention: Town Administrator

If to Consultant, addressed to:  
Tecton Architects, P.C.  
34 Sequassen Street, Suite 200  
Hartford, CT 06106  
Attention: Jeffrey J. Wyszynski, AIA, Principal

14. **Miscellaneous Provisions.**

(a) **Controlling Effect.** In the event of an inconsistency between a provision of this Agreement and any terms and conditions that may be included in, or attached to, the Proposal, the provision in this Agreement shall control. In the event of an inconsistency between a provision of the RFP and any terms and conditions that may be included in, or attached to, the Proposal, the provision in this RFP shall control.

(b) **Captions.** Any title or caption contained in this Agreement is for convenience only and shall not be deemed a substantive part of this Agreement.

(c) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and all of which when taken together shall constitute one and the same Agreement. The parties hereto agree that this Agreement may be transmitted between them by electronic mail and, upon evidence of receipt of same, shall constitute delivery of this Agreement. The parties intend that PDF or electronic signatures constitute original signatures and that an Agreement containing the signatures (original, PDF or electronic) of all the parties is binding on the parties once sent via electronic mail or delivered to the other party.

(d) **Non-Waiver.** Any delay or failure by either party to exercise any right under this Agreement, or any party's partial exercise of any right under this Agreement, shall not constitute a waiver of such right or any other right. The waiver by either party of any particular breach of this Agreement or right hereunder shall not operate or be construed as a waiver of any other breach of this Agreement or right hereunder, and no such waiver shall be effective unless set forth in writing by Consultant or the Town.

*{This space intentionally left blank. The next page is the signature page.}*



**WHEREFORE**, the Town and Consultant have entered into this Agreement as of the date and year first written above.

**TOWN OF WESTON**

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By: Christopher Spaulding  
Its: First Selectman

**TECTON ARCHITECTS, P.C.**

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By:  
Its:

*{Signature page to Consulting Services Agreement}*

**SCHEDULE A**

**RFP**

*{to be attached}*



# **REQUEST FOR PROPOSALS**

## **For A**

# **FACILITIES OPTIMIZATION COMMITTEE PROJECT**

***~ RESPONSES MUST BE RECEIVED BY NOON (EST) ON MARCH 8, 2021 ~***

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### **1. PURPOSE**

The Town of Weston, Connecticut (the "Town"), through its Facilities Optimization Committee (the "FOC"), is accepting proposals from qualified professional consulting firms (the "Consultant") to provide professional services to the FOC related to the possible consolidation, expansion, closing, and/or renovation of Town educational facilities and certain Town administrative facilities, and the relocation of municipal and school staff offices located in those facilities. Interested Consultants shall possess extensive knowledge and experience in the fields of municipal facility planning, facility assessment, engineering and design, educational facility specifications and programming, cost estimation, and project financing and reimbursement. It is anticipated that the project will commence shortly after Consultant selection and contract execution. The estimated completion date will be late 3Q or 4Q, 2021.

The Town of Weston is an Affirmative Action / Equal Opportunity Employer. Firms owned by women and minorities are encouraged to respond to this Request for Proposals.

### **2. OVERVIEW**

The lead entity for this work will be the FOC. The FOC includes the Chairs of the Town's Board of Finance, Board of Education and Planning & Zoning Commission, other representatives of these bodies, and members of the public at large. The selected Consultant will work with and under the general direction of the FOC and its Chairman, Rick Bertasi.

The FOC was formed to determine if it is possible to modify the footprint of the school and Town facilities to optimize lifetime costs (capital, facilities, operating expenses, other Board of Education staffing and expenses), improve the learning environment, create appropriate synergies for Town and school staff, and ensure consistency with the Town's Plan of Conservation and Development. The FOC will provide its recommendations to the Town's Board of Education, Board of Selectmen, and Board of Finance for use in decisions regarding the long-term use of school and Town facilities.



### Educational Facilities Goals:

Roughly three quarters of the Town's annual budget is allocated to the Board of Education's needs. Accordingly, a critical focus of this project is to determine whether Town costs attributable to the Board of Education can be reduced or mitigated by decreasing the current four school buildings to three buildings and reallocating the grades and staff currently assigned to those four buildings accordingly.

The Town currently maintains the following four school buildings on one integrated campus:

- Weston High School (Grades 9-12)
- Weston Middle School (Grades 6-8)
- Weston Intermediate School (Grades 3-5)
- Hurlbutt Elementary School (Grades pre-K-2). (Hurlbutt also contains the Town's senior center.)

To date, the FOC has concluded that Weston High School and Weston Intermediate School should remain in place. It is considering whether the Town could reallocate students from the current configurations, use either Weston Middle School or Hurlbutt Elementary School as the surviving third school and achieve cost savings versus the current four-school configuration, without material negative impact to the current educational standards.

The two principal scenarios being considered currently are:

1. Close (and repurpose) Hurlbutt and house students in the remaining three schools in the following manner:
  - High School – Grades 9-12
  - Middle School – Grades 5-8
  - Intermediate School – Grades pre-K-4
2. Close (and, if possible, repurpose) the Middle School and house students in the remaining three schools in the following manner:
  - High School – Grades 9-12
  - Intermediate School – Grades 5-8
  - Hurlbutt – Grades pre-K-4

Based on current enrollment figures and projections, the FOC currently believes that it will not be possible to consolidate the four existing facilities into three facilities going forward without significant capital investment in one or more of the surviving facilities.

The FOC is prepared to consider alternative approaches to the above scenarios that might be identified by the Consultant.

### Administrative Facilities Goals:

Additionally, this project will consider whether the Town's following administrative buildings can be reorganized with similar efficiencies in mind:

- Board of Education Central Office;
- Annex (Containing Land Use staff, Social Services staff, a regional police computer forensics lab, and certain School District Departments);
- Bus Depot (for school buses);
- Historic property known as "Jarvis" (Jarvis houses the Parks and Recreation Department, and is located in a Historic District); and
- Town Hall (Also located in a Historic District).

The FOC has preliminarily determined that the Annex is approaching the end of its useful life. The Bus Depot should, if economically feasible, be repurposed and the buses moved to another location.

Relevant background studies and materials:

Background facility assessment documentation, which was completed in 2013 and 2017/18 by Silver Petrucelli Architects, and the most recent school enrollment projections, which were completed by Milone & MacBroom, are available on the following Weston websites:

<https://westonps.org/district/facilities-3/feasibility-studies/>

<https://www.westonct.gov/government/rfp-s>

[https://westonps.org/budget-2021-2022/?et\\_fb=1&PageSpeed=off](https://westonps.org/budget-2021-2022/?et_fb=1&PageSpeed=off)

Any potential solutions within those documents have been considered to date by the FOC in the course of arriving at this RFP. Within the documents is substantial baseline information on the physical condition, maintenance and improvement opportunities, which the FOC will rely upon as it further considers the alternatives for the Town. The documents foresee a need to replace any end-of-life features of the schools, repair any deferred maintenance capital items and potentially modify the school configuration if supported by future changes in enrollment.

The 2020 Plan of Conservation and Development (the "POCD"), approved by the Town's Planning & Zoning Commission, is available for review on the Town website at the following link:

<http://www.westonct.gov/media/file/TownPlanFinal%2808-20-10%29ssnewpagenumbersize.pdf>

It should be noted that although the Town is exempt from local Planning and Zoning Regulations, the POCD contemplates creation of an expanded commercial zone adjacent to Hurlbutt Elementary School on the school campus and recommends the repurposing of certain Town properties, and as such provides guidance for the FOC's consideration.

### **3. SCOPE OF SERVICES**

#### A. Questions Presented and Analyses Required

- (i) Of critical importance to the study is the answer to the following question: Given school population trends and expectations, based on a high-level analysis, can the Town move from the four-school model currently utilized to a three-school model at a reasonable cost and timeline?
- (ii) If the answer to the preceding question is "yes," the Consultant shall assist the FOC in producing a School Facilities Restructuring Plan containing an analysis of alternatives, and preliminary designs and cost estimates, for facilities consolidation, expansion, closing, and/or renovation, in order to move to a three-school model, as well as the Consultant's recommendations regarding the foregoing. This analysis shall include comparing the cost of moving to three schools with continuing the current four-school configuration in a 10 to 20-year timeframe.
- (iii) Regardless of the answer to Question (i) above, the Consultant shall develop a plan to optimize the Town's non-school facilities described above under "Administrative Facilities Goals," including placement of Town personnel within such facilities. If the answer to Question 1 is "yes," then that plan could include placing non-school Town employees in Hurlbutt Elementary School or Weston Middle School.

- (iv) Beyond modifications required to consolidate into three schools, are there facility enhancements, such as physical security, sustainability (e.g., carbon footprint, water and waste reductions), health and safety, daylight enhancements, MEP improvements or others that would be beneficial to conduct simultaneously with the required modifications to the schools or other Town facilities? And if so, at what cost/benefit?
- (v) Are there recommended renovations or alterations that would enhance students' 21<sup>st</sup>-Century learning environment?
- (vi) If your recommendation includes preserving Weston Middle School:
  - (x) Are there recommended renovations or alterations for improving (1) science classrooms, (2) performing arts spaces (Band, Orchestra, Chorus, Drama), (3) art classrooms, and (4) the Life Skills classroom area?
  - (y) What renovations or alterations would enhance the older F-wing, G-wing and H-wing general classrooms and hallways?
  - (z) What options are there for creating a culinary arts classroom?
- (vii) With respect to Weston High School, what renovations or alterations would enhance the remaining general classrooms in the D and E wings that were not updated in the last project circa 2014?

In (ii), (iii) and (iv) above, the Consultant shall account for probable hazardous materials abatement costs in proposed building renovations, based on facility age and any reports/data available from the Town.

In addition, the assessment of options needs to incorporate the potential timing for incurring additional capital investments, and the impact upon, and to be sensitive to, the financial situation of the Town. The Town's current debt service charges from previous school construction drop significantly beginning in the 2023-24 fiscal year and are extinguished by the 2025-26 fiscal year, which will influence the Town's ability and willingness to incur additional capital expenditures prior to those dates.

#### B. Components of Consultant's Services

The final scope of the Consultant's services, including deliverables, is anticipated to be clarified once proposals are received and reviewed and a Consultant is selected. At this point, the FOC contemplates that the services may include at least the following components:

- (i) Review existing documentation and studies, and research existing conditions, to create a broad assessment of existing facilities, noting building condition and/or code deficiencies. Using this information, develop a baseline scenario outlining a 10 – 20 year continuation of the status quo in which all facilities are brought to and maintained in good repair. Note that development of detailed building condition assessments is not considered part of the scope of this project, but some buildings may need limited engineering review as an update to prior assessments. Any updates of prior assessments which the Consultant deems required should be specified in the response and priced as an alternate.
- (ii) Taking into account the prior studies, as reviewed pursuant to (i) above, assess the function, space needs, and programmatic needs of each school (excepting Weston High School), and department or function, including projected enrollment requirements, to determine building net and gross area requirements to meet those programmatic needs.

- (iii) Study alternative school layouts, building plans, or building modifications (including those cited in 2.A(iv) above), to determine if existing or alternative layouts of the current schools have the capacity to accommodate the proposed school changes. Analyze parking and access issues for the selected layout(s) taking into account property lines, setbacks, wetlands and any other relevant limitations.
- (iv) Based upon the foregoing, study alternative Town administrative space layouts, building plans, or building modifications, to determine if existing or alternative layouts of the current Town facilities, including any vacated from the foregoing, have the capacity to accommodate the proposed changes. Analyze parking and access issues for the selected layout(s).
- (v) Identify short-term swing space options to accommodate ongoing operations with no impact to educational delivery if possible, and minimal disruption while buildings are in construction and/or renovation
- (vi) Prepare a preliminary assessment of options that lists, for each option, the following: pros and cons of each alternative and physical feasibility of each alternative. For the scenario(s) selected by the FOC for further analysis, prepare a projected cost (including design, construction and operating costs) of each alternative; effectiveness and benefits; relative importance/urgency of each of the identified needs; and comparison to the baseline scenario of the applicable current school and Town buildings, grade configurations and staff locations remaining in place.
- (vii) Recommend a preliminary project timeline or schedule from appropriation of funds through design, construction and phasing steps.
- (viii) Investigate and document potential funding sources available to the Town. These sources include but are not limited to eligibility for State reimbursements under various programs.
- (ix) Facilitate work/review meetings as necessary with the FOC and relevant Town Boards, the school administration and the Town Administrator, and provide project updates and/or recommendations throughout the project. Please specify minimum meeting expectations.
- (x) In coordination with the FOC, create and manage an efficient and effective public participation process, with a goal of achieving consensus among citizens of the Town relative to a long-term vision for the efficient and effective use of school and other municipal facilities, including but not limited to public meetings, digital and social media, mailings and assistance with the development of focused surveys.
- (xi) Review comparable information and data from DRG A schools, and other municipal or school systems of similar size or facing similar options, benchmark recommended options relative to such other districts in terms of efficient safe space utilization, and review said information with the FOC.
- (xii) Working with the FOC, integrate the above materials into a master Plan that will provide a framework for capital building projects with estimated project costs for the Town's Capital Plan. Prepare a Final Draft of the Plan and Executive Summary for presentation to the Board of Selectmen, the Board of Education and the Board of Finance in print and digital form, including a matrix of recommendations over the short, medium, and long term.

All recommendations must comply with the Town Charter, Board of Education policies and all relevant State and Federal requirements.

#### 4. GENERAL

In order to be awarded this assignment, the selected Consultant must meet all State and Federal affirmative action and equal employment opportunity practices.

The Consultant shall obtain and maintain, at its sole expense, Professional Liability Insurance in a minimum amount of \$1,000,000. The Consultant shall also obtain and maintain, at the Consultant's sole expense, such insurance as will protect the Consultant from claims under Workers' Compensation and Comprehensive General Liability Insurance that will protect the Town from all claims of bodily injury, death or property damage which may arise from the performance by the Consultant or its employees in their functions and services to the Town. Limits of insurance shall be \$1,000,000 per occurrence, \$2,000,000 aggregate. Workers' Compensation shall be in accordance with Connecticut Statutes. The Consultant shall, within five (5) days after the Notice of Award date, provide proof of this insurance. The Town shall be listed as an additional insured.

After review of the responses to this Request for Proposals (RFP), the FOC will conduct interviews of those Consultants it identifies as potential candidates. The following factors will be evaluated and weighted appropriately in the selection process:

- Technical competence of the Consultant;
- Consultant's experience on similar projects;
- Consultant's qualifications and experience of its key personnel;
- Reputation of the Consultant based on references;
- Consultant's ability to schedule the project within the time constraints; and
- Evaluation of the fee proposal.

This RFP is not a contract offer. The Town reserves the right to (1) reject any and all proposals, and to reject any part of any proposal; (2) waive any informalities in any and all proposals deemed not in the best interest of the Town; and (3) negotiate with any Consultant any amendments to the contract. The Town may choose to award separate contracts for work defined herein to individual Consultants, if deemed in its best interest.

It shall be understood that the award made by the Town shall be final and conclusive and without recourse or appeal by the remaining Consultants. The award of the contract, if made, will be made within [ninety (90) days] after opening of the proposals (the "Notice of Award"). The Town will not award the contract to any Consultant that is in arrears or in default to the Town with regard to any tax, debt, contract or any other obligation.

The selected Consultant will be expected to execute a standard contract for professional services, as proposed by the Town, within fifteen (15) days following the Notice of Award. The Notice of Award does not provide any rights to the Consultant and does not impose on the Town any obligations. The Town may withdraw the award at any time, and for any reason, prior to the signing of the contract by the Town.

#### 5. SUBMITTAL REQUIREMENTS

Consultants that respond to this RFP ("Respondents" or "Respondent") shall include with the following with their sealed bid package:

- a) Cover Letter: A cover letter addressed to Jonathan Luiz, Town Administrator, Weston Town Hall, 56 Norfield Road, Weston CT 06883, signed by an authorized principal or partner of the Respondent, which provides an overview of the Respondent's proposal (the "Proposal"), as well as the name, title, phone and fax numbers, and email address, of the person to whom questions concerning the Proposal may be directed.

b) History and Resumes: Respondents must include a brief history of the firm, including:

- Size and organization;
- Full legal name of the Respondent, including registered legal name if different;
- Ownership, including whether the company is a qualified minority owned enterprise;
- Presence in Connecticut and the surrounding States;
- Length of time the Respondent has been in business;
- Products and services offered by the Respondent;
- Resumes for all professionals to be assigned to the project, including resumes of any subcontractors and all professional licenses held by relevant principals and employees of Respondent; and
- Identification of the lead project manager.

c) Scope of Work: The Town will not accept scope of work exceptions submitted by Respondents. By submitting a proposal, Respondents agree that they understand and agree to carry out (if selected) the entire scope of work as outlined in this RFP.

e) Project Approach: Respondents shall provide an outlined proposed approach to the project, including information on community outreach and methodologies, consensus building and innovative approaches to facility closing, expansion, consolidation and/or renovation, and consolidation of municipal and school offices. The Respondent shall also specify whether it would propose to work with any specialist firms on the project, and provide relevant examples under References below of how those firms would benefit the project.

f) Experience and ability to perform: Respondents shall provide a description of at least two previous projects which are similar in nature to the scope of services outlined in this RFP, including:

- Dates of contract and duration;
- Services performed and fees for services;
- Names and contact information of the lead professional and other professionals who performed services for the contract, including the names and contact information of subcontractors;
- Name, address, telephone numbers of clients who may be contacted for verification of information submitted;
- Statement as to whether projects were completed on time and within budget; and
- Statement as to whether or not the project resulted in the Respondent or its subcontractors being involved in dispute resolution such as litigation, arbitration or mediation. If dispute resolution took place, then describe briefly the matter giving rise to the need for resolution. Also, indicate to the best of the Respondents knowledge, whether or not the subcontractors that would be

g) General References: Provide two industry references that are different from the references given in response to 5f.

h) Litigation: Statement as to whether or not the Respondent has been a party to litigation connected to any and all of its projects for the last seven years.

i) Fees: Respondents shall submit an estimated total cost for completion of the project. The fee proposal must be typed using letters (not numbers) and include a breakdown of the fees, the allocated human hours, anticipated meeting hours spent with the FOC, and the anticipated completion dates of each major component as itemized in Section 3B. above, and a breakdown of any remaining tasks to be completed. Note that the specific reviews of Town administrative facilities and the bus depot are considered "add alternates" which require individual price break outs such that these items may be included or excluded without impact to the balance of the scope and pricing.

## 6. SUBMISSION

All proposals and the information required for this project shall be delivered in sealed envelopes via UPS, FedEx, or by hand. Said envelopes shall be clearly identified as "RFP for Facilities Optimization Committee Project," and shall also be clearly labeled with the name and address of the proposing Consultant. The envelopes shall contain one (1) original document, five (5) paper copies and one (1) PDF copy on a USB flash drive. Proposals must be **received by** Jonathan Luiz, Town Administrator, Weston Town Hall, 56 Norfield Road, Weston CT 06883, no later than Noon, EST on March 8, 2021. Mr. Luiz and/or his representative will be physically stationed on the front steps of the Town Hall at 56 Norfield Road between the hours of 11 am and Noon, EST on March 8, 2021 in order to accommodate people delivering proposals by hand the day they are due. Proposals received in a timely fashion will be opened via Zoom on March 8, 2021 at 12:05 pm EST. Here is information about participating via Zoom:

**Zoom Meeting ID:** 897 3594 1627

**Zoom Passcode:** 06883

**Join Zoom via internet:** <https://us02web.zoom.us/j/89735941627>

**Join Zoom via phone:**

One tap mobile:

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Proposals submitted after Noon, EST on March 8, 2021, or not in accordance with these instructions shall be disqualified. Emailed or faxed proposals will not be considered. Proposals received by the Town shall not be withdrawn. All costs incurred in the preparation and presentation of the Proposal shall be wholly absorbed by the Consultant. Any and all materials submitted by the Respondents shall become the property of the Town and therefore shall be subject to disclosure and be available for public view and copying under the Freedom of Information Act.

Respondents are responsible for periodically checking the Town's website for any modifications or addendums to, termination of, responses to questions regarding this RFP. The web address is: <https://www.westonct.gov/government/rfp-s>

## 7. POINT OF CONTACT

Questions regarding this RFP shall be emailed prior to February 22, 2021. Questions will not be accepted via alternative formats such as phone, text or fax. The Town will attempt to answer all questions within 48 hours or receipt. Send questions to Gayle Weinstein at this email address: [gweinstein@westonct.gov](mailto:gweinstein@westonct.gov)

**Acceptance of Proposals:** The Town reserves the right to accept and reject any and all proposals and to waive informality, technical defect, or clerical error in any proposal, as the interest of the Town may require. The Town reserves the right to negotiate with one or more Respondents as it sees fit. All costs incurred in the preparation of the proposal response will be borne entirely by the Respondents.

**Conflict of Interest:** A Respondent filing a proposal thereby certifies that no officer, agent or employee of the Town who has a pecuniary interest in this request for proposal neither has nor shall participate in the contract negotiations on the part of the Town, that the proposal is made in good faith without fraud, collusion or connection of any kind with any other Respondent of the same call for proposals, and that the Respondent is competing solely in its own behalf without connection with or obligation to, any

undisclosed person or firm. Respondents must fully disclose, in writing to the Town before the closing date of this RFP, the circumstances of any possible conflict of interest or what could be perceived as a possible conflict of interest if the Respondent were to become a contracting party pursuant to this RFP. The Town shall review any submissions by Respondents under this provision and may reject any Proposals where, in the opinion of the Town, the Respondent could be in a conflict of interest or could be perceived to be in a possible conflict of interest position if the Respondent were to become a contracting party pursuant to this RFP. Send conflict of interest disclosures to Jonathan Luiz at this email address: [jl Luiz@westonct.gov](mailto:jl Luiz@westonct.gov)

**Investigation:** Respondent shall make all investigations necessary to inform it regarding the service(s) to be performed under this request for proposal.

**Assignment and Subcontractors:** Assignment by successful Respondent(s) to third party of any contract based on the Request for Proposal or any monies due is prohibited and shall not be recognized by the Town unless approved by the Town in writing.

**Collusion:** Any act or acts of misrepresentation or collusion shall be a basis for disqualification of any proposal or proposals submitted by such person guilty of said misrepresentation or collusion. In the event that the Town enters into a contract with any Respondent who is guilty of misrepresentation or collusion and such conduct is discovered after the execution of said contract, the Town may cancel said contract without incurring liability, penalty, or damages.



**SCHEDULE B**  
**CONSULTANT'S PROPOSAL**

*{to be attached}*

**SCHEDULE C**  
**CONSULTANT'S FEE TABLE**

*{to be attached}*

## TECTON ARCHITECTS - FEES

Components of Consultant's Services		Base Task Hours	Anticipated Completion Date	
Original - 03.08.21 Revised - 05.25.21, changes indicated in red		Projected Hours	Proposed NTE	
i	<b>Existing Conditions Assessment:</b> Review existing documentation and studies, and research existing conditions, to create a broad assessment of existing facilities, noting building condition and/or code deficiencies. Using this information, develop a baseline scenario outlining a 10 – 20 year continuation of the status quo in which all facilities are brought to and maintained in good repair. Note that development of detailed building condition assessments is not considered part of the scope of this project, but some buildings may need limited engineering review as an update to prior assessments. Any updates of prior assessments which the Consultant deems required should be specified in the response and priced as an alternate.	150	\$19,500	April - May 2021
ii	<b>Program Development:</b> Taking into account the prior studies, as reviewed pursuant to (i) above, assess the function, space needs, and programmatic needs of each school (excepting Weston High School), and department or function, including projected enrollment requirements, to determine building net and gross area requirements to meet those programmatic needs.	80	\$10,800	April - June 2021
iii	<b>Study of Alternatives (Schools):</b> Study alternative school layouts, building plans, or building modifications (including those cited in 2.A(iv) above), to determine if existing or alternative layouts of the current schools have the capacity to accommodate the proposed school changes. Analyze parking and access issues for the selected layout(s) taking into account property lines, setbacks, wetlands and any other relevant limitations.	75	\$10,125	June - Sept 2021
iv	<b>Study of Alternatives (Town Admin):</b> Based upon the foregoing, study alternative Town administrative space layouts, building plans, or building modifications, to determine if existing or alternative layouts of the current Town facilities, including any vacated from the foregoing, have the capacity to accommodate the proposed changes. Analyze parking and access issues for the selected layout(s).		Inc. as an alternate	
v	<b>Swing Space:</b> Identify short-term swing space options to accommodate ongoing operations with no impact to educational delivery if possible, and minimal disruption while buildings are in construction and/or renovation.	20	Inc. in Item vi	June - Sept 2021
vi	<b>Development of Options:</b> Prepare a preliminary assessment of options that lists, for each option, the following: pros and cons of each alternative and physical feasibility of each alternative. For the scenario(s) selected by the FOC for further analysis, prepare a projected cost (including design, construction and operating costs) of each alternative; effectiveness and benefits; relative importance/urgency of each of the identified needs; and comparison to the baseline scenario of the applicable current school and Town buildings, grade configurations and staff locations remaining in place.	75	\$10,125	June - Sept 2021
vii	<b>Schedule Development:</b> Recommend a preliminary project timeline or schedule from appropriation of funds through design, construction and phasing steps.	0	Inc. In above	June - Sept 2021
viii	<b>Funding Sources:</b> Investigate and document potential funding sources available to the Town. These sources include but are not limited to eligibility for State reimbursements under various programs.	0	Inc. In above	June - Sept 2021

ix	<b>Meetings:</b> Facilitate work/review meetings as necessary with the FOC and relevant Town Boards, the school administration and the Town Administrator, and provide project updates and/or recommendations throughout the project. Please specify minimum meeting expectations. *See breakout to right	52	\$7,800	Propose monthly progress meetings with FOC (6), Staff/Personel Mtgs (6) @ 2 hrs each, all virtual
x	<b>Public Participation:</b> In coordination with the FOC, create and manage an efficient and effective public participation process, with a goal of achieving consensus among citizens of the Town relative to a long-term vision for the efficient and effective use of school and other municipal facilities, including but not limited to public meetings, digital and social media, mailings and assistance with the development of focused surveys. *See breakout to right	54	\$8,100	Project 4 Public forums and 2 workshop input sessions, all virtual
xi	<b>Benchmarking:</b> Review comparable Information and data from DRG A schools, and other municipal or school systems of similar size or facing similar options, benchmark recommended options relative to such other districts in terms of efficient safe space utilization, and review said information with the FOC.	16	Inc. In Item xii	June - Sept 2021
xii	<b>Master Plan Development:</b> Working with the FOC, integrate the above materials into a master Plan that will provide a framework for capital building projects with estimated project costs for the Town's Capital Plan. Prepare a Final Draft of the Plan and Executive Summary for presentation to the Board of Selectmen, the Board of Education and the Board of Finance in print and digital form, including a matrix of recommendations over the short, medium, and long term.	65	\$9,750	Sept - Nov. 2021
<b>Proposed NTE Fees</b>		587	\$76,200	
<b>Proposed NTE Fees (in words): Seventy six thousand, two hundred dollars and 00/100</b>				

Clarifications	
1	Hazardous and/or environmental Identification, review, and reporting is not included in the scope of work.
2	In-house order of magnitude cost estimates are included in this proposal. Independent third party cost estimates are excluded.
3	Exclusions: Geotechnical, field verification and measurement of existing buildings, survey, borings, destructive investigation or analysis (including roof test cuts or opening of concealed conditions), OSTA, traffic review, development of educational specifications, LEED Certification, population or submission of grant application and permitting.
4	Scope of work is based upon owner providing full access to all buildings in an expeditious manner, accurate existing conditions as built drawings for all trades/disciplines, and bi-weekly progress meetings with owner selected working group to review and confirm progress.
5	Scope of work is based upon the schedule of buildings shown below:  <b>Base Services (School Facilities)</b> Weston High School (limited scope as per RFP) Weston Middle School Weston Intermediate School Hurlbutt Elementary School  <b>Add Alternates (Administrative Facilities)</b> Board of Education Central Office ~ \$2,000 Annex ~ \$1,500 Bus Depot ~ 1,500 Jarvis (Parks & Recreation) ~\$1,500 Town Hall ~ \$3,000  Scope Item iv: Study of Alternatives (Town Admin): Based upon the foregoing, study alternative Town administrative space layouts, building plans, or building modifications, to determine if existing or alternative layouts of the current Town facilities, including any vacated from the foregoing, have the capacity to accommodate the proposed changes. Analyze parking and access issues for the selected layout(s). ~ \$6,480

# Item 9

**Board of Finance Special Meeting Minutes**  
**May 6, 2021 at 6:00 pm (via remote conference)**

1. **Call to order:** Chairman Steve Ezzes called the meeting to order at 6pm. Also in attendance were Jeff Farr, Dick Bochinski, Allan Grauberd, Rone Baldwin, Amy Gare, Town Administrator Jonathan Luiz, Finance Director Rick Darling and Karen Paulson from Fiducient Advisors.
2. **Discussion/decision regarding setting the mill rate for fiscal year 2021-22:** Mr. Darling spoke about the proposed mill rate of 32.92, which is an increase of 1.7%. He went over the Grand list and recommended not adjusting it. The Tax collection rate is at 98% and he also recommended no adjustments at this time. He recommended no changes to the proposed mill rate. There was a brief discussion amongst the Board of Finance members on this. Mr. Bochinski moved to approve the mill rate for the year 2021-2022 of 32.92. This was seconded by Mr. Farr. The motion carried unanimously.
3. **Discussion/decision regarding a proposed investment reallocation of the OPEB trust fund portfolio. Karen Paulson, Fiducient Advisors:** Karen Paulson went over a PowerPoint Presentation showing various prior recommendations and a reallocation based on previous comments from the Board of Finance meeting in February. She went into detail on the various fund performances while answering questions from the Board of Finance members on rebalancing allocations, diversification, and the specifics of the newly proposed RREEF fund. Mr. Grauberd moved to approve the asset allocation as recommended by the advisor. Ms. Gare seconded this. The motion carried unanimously. Mr. Darling mentioned updates to the IPS Statement. Ms. Paulson then briefly went over the changes to the Investment Policy Statement. Mr. Baldwin moved to make the recommended changes to the Investment Policy Statement for the OPEB Trust fund. Mr. Bochinski seconded this. The motion carried unanimously.
4. **Discussion/decision regarding the appointment of the Town auditor for fiscal year 2020-21.** Mr. Darling went over the terms of the fee proposal (\$53,500) from CliftonLarsonAllen (CLA), formerly Blum Shapiro. Mr. Ezzes asked for Mr. Darling's opinion on the performance of the Auditors, to which he responded in favor of approving them for another year. Mr. Grauberd moved to reappoint the Town Auditor for the current fiscal year 2020-2021. Ms. Gare seconded this. The motion carried unanimously.
5. **Discussion regarding an update on Federal ARP funding.** Mr. Luiz went over details on the funding received for the Town of \$3m and specification on how these funds can be spent: COVID related expenses, sewer, water and broadband. He mentioned waiting on further clarification from the State/ Federal Treasury. The School District will receive \$500k; Mr. Luiz had no further details on how the school can spend these funds. Mr. Baldwin asked if there were staff actively looking to see where the Town could use these funds. Mr. Luiz said that yes, he was already working on this and gave the examples of the two water systems along with the new radio system that need to be upgraded.
6. **Discussion/decision regarding approval of the minutes from the April 6, 2021 special meeting:** Mr. Bochinski moved to approve the minutes from the April 6, 2021 special meeting. Mr. Farr seconded this. The motion carried unanimously.
7. **Adjourn:** Mr. Bochinski moved to adjourn the meeting at 6.55pm Ms. Gare seconded this. The motion carried unanimously.