MEMORANDUM

From: Darin L. Callahan, Assistant Corporation Counsel

To: Mayor Barbara C. Smyth
Members of the City Council

Date: July 28, 2026

Re: Lease to CPBeach LLC d/b/a Luca's Kitchen at Calf Pasture Beach

The City of Norwalk is currently negotiating a long-term lease with CPBeach LLC d/b/a Luca's Kitchen at Calf Pasture Beach to operate food and beverage concessions in addition to catering out of Calf Pasture Beach. Below are the high-level business lease terms. The parties are in the process of refining the terms into a suitable and agreeable lease.

Proposed Actions:

1. Schedule a Public Hearing for Lease of Concession Building, Catering Pavilion, Coffee Shop and Food Truck Space at Calf Pasture Beach to CPBeach LLC d/b/a Luca's Kitchen.

2. Authorize the Mayor, Barbara C. Smyth, to execute a Lease with CPBeach LLC d/b/a Luca's Kitchen for the operation of food and beverage concessions out of the Concession Building area, Catering Pavilion area, Coffee Shop area, and Food Truck Space area. The City's Law Department is to negotiate terms and conditions consistent with high-level lease business terms presented to City Council in the Memorandum of Darin Callahan dated July 28, 2026.

High-Level Lease Business Terms

Leased Premise:

Concession Building including the indoor and outdoor area immediately surrounding the building (roughly the area formerly occupied by Ripka's as a beach cafe), see Schedule 1-A;

Catering Pavilion outdoor space (roughly the area formerly occupied by Ripka's for outdoor catering events), see Schedule 1-A;

Coffee Shop indoor and outdoor area (roughly the area formerly occupied by Ripka's as a coffee shop), see Schedule 1-A;

Food Truck Space being space to locate a Food Truck in an outdoor area at Shady Beach.

Permissible Use: The Leased Premises to be used solely to provide restaurant and catering services to the general public. Specifically, the Tenant intends to provide breakfast, lunch, and dinner offerings; specialty weekend brunches; a full bar program; golf-cart beach delivery; and seasonal specials designed to engage the community primarily out of the Concession Building and catered private events primarily out of the Catering Pavilion.

Use Restrictions: The following restrictions shall apply to private events:

(1) Summer Attendance Restriction: From Memorial Day to Labor Day (the "Summer Season"), private events will be restricted to 90 attendees or less, except as otherwise approved in writing by the City in its sole discretion.

(2) Off-Season Attendance Restriction: From Labor Day to Memorial Day (the "Off-Season"), private events will be restricted to 175 attendees or less, except as otherwise approved in writing by the City in its sole discretion.

(3) Hours Restriction: Private events will be restricted to normal beach hours which are 7:00 a.m. to 10:00 p.m. with no admittance to the beach prior to 7:00 a.m. and all attendees vacating the beach on or before the 10:00 closing time, provider however, the City to extend the time to 11:00 p.m. to fully vacate upon Tenant request with the cost incurred by the City for extended time reimbursable to the City.

Services Requirements: Lease provisions intended to ensure that Tenant's food and beverage concession operations offered by Tenant to the general public will not be materially impacted in terms of capacity and quality as a result of Tenant's private event operations (i.e. first-class service level shall at all times be maintained).

Parking: Categories:

(1) Event Parking: Tenant's private event parking will be located within the non-resident surface parking lot (from the Gatehouse, south) located at the beach with overflow parking within and on grass at Taylor Farm. Attendees of Tenant's private events will be required to pay a special pass fee of $20 per vehicle.

(2) Reserved Parking: Tenant will have 15 reserved parking spots which Tenant's daily customers patronizing Tenant's restaurant may use. There will be no fee associated with this category of parking.

(3) Staff Parking: Tenant's staff will be permitted to park in the non-resident surface parking lot identified in Schedule 2-A during work hours. There will be no fee associated with this category of parking.

Management: Except as otherwise agreed, management of parking will be in accordance with the City Parking Policy for the beach.

Loading and Deliveries: Tenant will have a designated loading and delivery zone in front of the Concession Building.

Lease Term: The lease will be for an initial period of 10 consecutive years ("Initial Term") with two (2) option to extend the term for a period of five (5) consecutive years commencing at the end of the Initial Term ("Extension Term") (Extension Term and Initial Term collectively referred to as the "Term")

Landlord Work: City will construct a three-season pavilion for use by the Tenant for private catering events with cost of $1,000,000 estimated to be the cost of construction to be recovered through Base Rent B set forth below. City will also upgrade electrical services panels to code.

Tenant Work: Tenant will be responsible for all costs associated with Tenant fit-out of the Leased Premises except with respect to the pavilion construction with a capital improvement commitment of no less than $200,000.00.

Rent:

Base Rent A:	$ 1,250.00 per month
Base Rent B:	$ 6,326.00 per month*
Gross Revenue Rent:	2% of Concession Sales
	5% of Private Event Sales

*Equal to 1,000,000.00 amortized at 4.5% over 20 years. Total of Base Rent A and Gross Revenue Rent to be capped at $100,000.00 per year increased by 3% year over year. Based Rent B paid irrespective of rent cap limits.

Exclusivity: Tenant shall have exclusive rights to sell food, beverage, coffee and ice cream at the Property subject to the following conditions: (1) being in compliance with all covenants of the lease at all times during the Term, including, but not limited to, at all times providing first class food and beverage services to the general public out of the

Concession Building, and (2) a limited carveout for City, for City sponsored events.

Assignment and Subletting: Concession Building / Catering Pavilion: Neither the Concession Building nor the Catering Pavilion shall be assigned or sublet without City's consent, such consent which may be withheld in City's sole and absolute discretion.

Schedule 1-A