

AGENDA

CITY COUNCIL MEETING

MONDAY, NOVEMBER 3, 2014

7:00 P.M.

CITY COUNCIL CHAMBERS, CITY HALL - 45 LYON TERRACE  
BRIDGEPORT, CONNECTICUT

Prayer

Pledge of Allegiance

Roll Call

Mayoral Proclamations: In Recognition of three students who completed intensive Network for Teaching Entrepreneurship (NFTE) BizCamp and competed at the 2014 National Youth Entrepreneurship Challenge.

City Council Citations: In Recognition of three students who completed intensive Network for Teaching Entrepreneurship (NFTE) BizCamp and competed at the 2014 National Youth Entrepreneurship Challenge.

**MINUTES FOR APPROVAL:**

Approval of City Council Minutes: September 15, 2014

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

- 180-13** Communication from City Clerk re: Items Pending before City Council Committees pursuant to City Council Rules Ch. XIII (11), **ACCEPTED AND MADE PART OF THE RECORD.**
- 181-13** Communication from City Attorney re: Twenty Day Notice to Settle Pending Litigation Pursuant to Municipal Code Section 2.10.130 with Hillary Mackenzie, **ACCEPTED AND MADE PART OF THE RECORD.**
- 182-13** Communication from Central Grants re: Grant Submission: Department of Interior - National Park Services, Land & Water Conservation Fund Outdoor Recreation Legacy Partnership Program - Johnson Oak Park Development Project, referred to Economic and Community Development and Environment Committee.
- 183-13** Communication from Mayor re: Appointment of Maria Alves (D) to the Zoning Board of Appeals Commission, referred to Miscellaneous Matters Committee.
- 184-13** Communication from Labor Relations and Benefits Administration re: Proposed Agreement with United American Insurance Company for a Group Medicare Supplement Insurance Plan for Medicare-Eligible Retirees of the City and Board of Education Employees for the period of January 1, 2015 through December 31, 2015, referred to Contracts Committee.

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES CONTINUED:**

**185-13(A-B)** Communication from Neighborhood Revitalization Office re: (A) Proposed New Ordinance Reservoir Neighborhood Revitalization Zone Plan, (B) Proposed New Resolution regarding Reservoir Neighborhood Revitalization Zone Plan, referred to Joint Committee on Ordinance and Economic and Community Development and Environment.

**186-13** Communication from Neighborhood Revitalization Office re: Proposed Resolution regarding Reservoir Neighborhood Revitalization Zone-By-Laws and Boundaries Plan, referred to Economic and Community Development and Environment Committee.

**MATTERS TO BE ACTED UPON (CONSENT CALENDAR):**

**\*133-13** Economic and Community Development and Environment Committee Report re: Grant Submission: State of Connecticut Office of Policy & Management – Youth Services Prevention Grant for the Office of Neighborhood Revitalization Mentoring Program.

**\*154-13** Economic and Community Development and Environment Committee Report re: Resolution Approving Amendment #4 to the West End Municipal Development Plan to designate for Acquisition and Disposition certain Properties in the West End Redevelopment Area for the Cherry Street Adaptive Reuse Project.

**\*155-13** Economic and Community Development and Environment Committee Report re: Resolution Authorizing the Acquisition and subsequent Disposition of Four Properties in the West End Redevelopment Area for the Cherry Street Adaptive Reuse Redevelopment Project.

**\*160-13** Economic and Community Development and Environment Committee Report re: Resolution Authorizing a Ground Lease for the Use and Redevelopment of the rear portion of 236 Evergreen Street.

**\*169-13** Economic and Community Development and Environment Committee Report re: Grant Submission: Office of Housing & Urban Development for the Federal Promise Zone Designation Program.

**\*170-13** Economic and Community Development and Environment Committee Report re: Grant Submission: Connecticut State Library FY 2015 Targeted Grant for Historic Documents Preservation Program.

**\*171-13** Economic and Community Development and Environment Committee Report re: Grant Submission: State of Connecticut Department of Economic & Community Development – Office of the Arts for the Supporting Arts in Place Grant Program.

**\*163-13** Miscellaneous Matters Committee Report re: Refund of Excess Payments.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, NOVEMBER 3, 2014 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME	SUBJECT
Karen Jackson 841 State Street Bridgeport, CT 06604	Zoning matters of three businesses.
John Marshall Lee 30 Beacon Street Bridgeport, CT 06605	City Council – financial watchdogs?

**CITY OF BRIDGEPORT  
CITY COUNCIL  
PUBLIC SPEAKING SESSION  
MONDAY, NOVEMBER 3, 2014  
6:30 PM**

**CALL TO ORDER**

Council President McCarthy called the Public Speaking Session to order at 6:33 p.m.

**ROLL CALL**

City Clerk Hudson called the roll.

The following members were present:

130<sup>th</sup> District: Rick Torres  
131<sup>st</sup> District: Jack Banta, Denese Taylor-Moye  
132<sup>nd</sup> District: Robert Halstead, Patricia Swain  
133<sup>rd</sup> District: Thomas McCarthy  
134<sup>th</sup> District:  
135<sup>th</sup> District: Richard Salter  
136<sup>th</sup> District: Richard DeJesus  
137<sup>th</sup> District: Milta Feliciano  
138<sup>th</sup> District:  
139<sup>th</sup> District: Eneida Martinez, James Holloway

RECEIVED  
CITY CLERK'S OFFICE  
2014 NOV 10 P 1:31  
ATTEST  
CITY CLERK

A quorum was present. Council President McCarthy stated that Council Member Marella was not able to attend due to a personal issue and Council Member Lyons was enroute to the meeting.

**THE FOLLOWING NAMED PERSONS HAVE REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, NOVEMBER 3, 2014 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.**

<b>NAME</b>	<b>SUBJECT</b>
<b>Karen Jackson</b> 841 State Street Bridgeport, CT 06604	Zoning matters of three businesses.

*Council Member Austin joined the meeting at 6:34 p.m.*

Council President McCarthy called Ms. Jackson three times. There was no response.

John Marshall Lee  
30 Beacon Street  
Bridgeport, CT 06605

City Council – financial watchdogs?

*Council Member Brannelly joined the meeting at 6:35 p.m.*

John Marshall Lee then came forward to address the Council Members.

**Council Chair and elected Council representatives of the people of Bridgeport (November 3, 2014)**

Tonight we meet on the eve of Election Day, of special importance to those running for State Office. Three hundred and sixty four days from now we will be on the eve of another election that will elect candidates for Council and Mayor. Some of you have been through the process multiple times while others were newly elected last year.

It may be difficult to focus on local issues with the entire hoopla attendant to and the dollars spent for Election Day 2014, but I thought I might share a viewpoint with you from the Sunday paper. At the end of an article about one of your long time members the CT Post quoted a union official who declined to be identified: *“The city employees I’ve spoken to think that nothing’s going to happen – that there will be no discipline. A council person should be held to a higher standard, almost like a police officer. Yes, they’re human beings but they should be held to a higher standard.”*

I, too, believe in that higher standard of delivery expected of you by following “best practices.” That is why I have been addressing you for several years so that you may become more aware of City business, especially fiscal business using taxpayer dollars, where I sense your attention is not regularly focused or informed. Those are not easy words for you to hear, I have been told. Some of you may have turned off my comments because it is unpleasant to be found wanting and hear that stated. However, if you are correct and the issues I bring to your attention are not true or accurate, I would have expected you to let me know my error. I would be happy to apologize. Please have the courtesy to tell me that. Surely you are not fearful of telling me the truth as you know it, are you?

But here is a union official, perhaps fearful of reprisal for stating his opinion in public, and he is saying what most in the City expect. *As our representatives you are held to a higher standard.* That standard would suggest that you be more informed when you make decisions, especially decisions that have fiscal importance and bind the City to a course of action for decades into the future. With higher expectations you need credible support to assist you in your deliberative work. That can take the form of staffing of your legislative body. You officially have no support today. It might take the form of simplified 20 page financial reports monthly where variances show clearly. It might be in the form of a formal recommendation for each Committee report to the Council recommending an action and posting to the Consent Calendar have a short summary of the why, how, what, of the motion as well as any and all costs in terms of funds and other resources. Such a summary would be an acknowledgement that your vote had substance rather than that it was part of “going along to get along”.

City of Bridgeport  
City Council  
Regular Meeting  
November 3, 2014

In that regard I have a visual to show you the actions that determine the Mill Rate annually. The numerator of the fraction is derived from the Annual Budget you approve and indicates the net amount of revenues the City needs after estimating all other sources. The denominator of the fraction is represented by all of the properties that have no exclusion, exemption, or special abatement from full taxation. In that regard you have been tearing down the City Net Grand List this fall, as surely as if you were demolishing a building, in the name of "economic development". You do not indicate what that development will look like when it appears, how long it will take to appear, and what is the full cost to the taxpayer? Is that fair? Where is the list of ALL City Property that has such special treatment? Is it readily available to you? Must a taxpayer search through Freedom of Information for such?

You are special people in Bridgeport. You have duties and responsibilities to the broad public as well as to your district. If you were giving yourself a report card today, what grade might you assign to your behavior and accomplishment? How will you grade the Council's use of your Legislative budget for \$30,000 of secret donations to charity by 15 of the 20 members? The public is looking. The public is paying taxes. What do they see when they are aroused and come to vote? Time will tell.

John Marshall Lee

Council President McCarthy then called Mr. Cecil Young, who had signed up to speak.

**Mr. Cecil Young** then came forward to address the Council. He then displayed a document for the public to see as the Council Members had already seen them. He then spoke about conferring with his attorneys and actions that had been in progress for two years. He mentioned the mis-use of Taxpayers' dollars through fraud and said that he had spoken with the Chairman of the State Labor Board regarding this matter. Mr. Young said that he had given the Council Member copies of the documents showing the fraud. He said that he would continue to talk about the fraud and would not just go away. Mr. Young said that he would continue to make sure that the people who were on this list would be charged with fraud as they violated the public trust.

**Ms. Karen Jackson** came forward and said that she wanted to address the Council about Tisdale and Dunbar Schools and the City ordinance law. She said that there was a bus stop in front of a liquor store. She went to the Zoning Department about this but the bus stop remains.

She then reported that Merritt Hardware had taken over a nearby public area by parking a vehicle on it.

Ms. Jackson said that regarding Code Enforcement, she and her children had been without heat for the entire winter. She said that she was confused about the Zoning Department because this was a zoning violation. She then gave the details of the situation. She wished to know why the landlord was allowed to continue this.

**ADJOURNMENT**

Council President McCarthy then adjourned the Public Speaking Portion of the Council Meeting at 6:55 p.m.

Respectfully submitted,

S. L. Soltes  
Telesco Secretarial Services

**CITY OF BRIDGEPORT**

**CITY COUNCIL MEETING**

**MONDAY, NOVEMBER 3, 2014  
7:00 PM**

**City Council Chambers, City Hall - 45 Lyon Terrace**

**Bridgeport, Connecticut**

**CALL TO ORDER**

Mayor Finch called the City Council Meeting to order at 7:00 p.m.

**PRAYER**

Council Member Taylor-Moye led those present in a short prayer.

**PLEDGE OF ALLEGIANCE**

Mayor Finch then requested Council Member Feliciano to lead those present in reciting the Pledge of Allegiance.

**ROLL CALL**

City Clerk Hudson called the roll.

The following members were present:

130<sup>th</sup> District: Susan Brannelly, Rick Torres  
131<sup>st</sup> District: Jack Banta, Denese Taylor-Moye  
132<sup>nd</sup> District: Robert Halstead, Patricia Swain  
133<sup>rd</sup> District: Thomas McCarthy, Howard Austin  
134<sup>th</sup> District: AmyMarie Vizzo-Paniccia  
135<sup>th</sup> District: Mary McBride-Lee, Richard Salter  
136<sup>th</sup> District: Richard DeJesus, Alfredo Castillo  
137<sup>th</sup> District: Milta Feliciano  
138<sup>th</sup> District:  
139<sup>th</sup> District: Eneida Martinez, James Holloway

A quorum was present. Council President McCarthy stated that Council Member Marella was not able to attend due to a personal issue and Council Member Lyons was enroute to the meeting.

Council President McCarthy then requested a moment of silence for a close family friend of Council Member E. Martinez who had been like a mother to Council Member E. Martinez.

Council President McCarthy spoke about Rev. McBride-Lee who gave the benediction during the President's visit. Council Member Banta then spoke about how happy he was that the President had visited. Mayor Finch said that there was a great deal to be proud of. Council Member Brannelly said that it was exciting to see the President with the Governor and there was a tremendous opportunity to get things done. Rev. McBride-Lee said that she was very honored to give the benediction prayer for the President's visit. She added that she had the chance to take her picture with her Senator and Congressman. Council Member Salter said that it was very nice to shake the President's hand. Mayor Finch said that his children from the oldest to the youngest were thrilled. He said that Bridgeport loves President Obama.

**Mayoral Proclamations: In Recognition of three students who completed intensive Network for Teaching Entrepreneurship (NFTE) BizCamp and competed at the 2014 National Youth Entrepreneurship Challenge.**

**City Council Citations: In Recognition of three students who completed intensive Network for Teaching Entrepreneurship (NFTE) BizCamp and competed at the 2014 National Youth Entrepreneurship Challenge.**

Mayor Finch invited the three students to come forward to meet the Council members. Council President McCarthy said that the City was pleased and that the students were doing phenomenally well. Mayor Finch then read the names of the people who help the students with their goals.

The Mayor then presented the students with Citations in recognition of their achievements.

**MINUTES FOR APPROVAL:**

**Approval of City Council Minutes: September 15, 2014.**

**\*\* COUNCIL MEMBER BRANNELLY MOVED THE MINUTES OF SEPTEMBER 15, 2014.**

**\*\* COUNCIL MEMBER VIZZO-PANICCIA SECONDED.**

**\*\* THE MOTION TO APPROVE THE MINUTES OF SEPTEMBER 15, 2014 AS SUBMITTED PASSED UNANIMOUSLY.**

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

**\*\* COUNCIL MEMBER HOLLOWAY MOVED TO APPROVE THE AGENDA ITEMS LISTED BELOW TO BE REFERRED TO COMMITTEES:**

**180-13 COMMUNICATION FROM CITY CLERK RE: ITEMS PENDING BEFORE CITY COUNCIL COMMITTEES PURSUANT TO CITY COUNCIL RULES CH. XIII (11), ACCEPTED AND MADE PART OF THE RECORD.**

**181-13 COMMUNICATION FROM CITY ATTORNEY RE: TWENTY DAY NOTICE TO SETTLE PENDING LITIGATION PURSUANT TO MUNICIPAL CODE SECTION 2.10.130 WITH HILLARY MACKENZIE, ACCEPTED AND MADE PART OF THE RECORD.**

**182-13 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: DEPARTMENT OF INTERIOR – NATIONAL PARK SERVICES, LAND & WATER CONSERVATION FUND OUTDOOR RECREATION LEGACY PARTNERSHIP PROGRAM – JOHNSON OAK PARK DEVELOPMENT PROJECT, REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.**

**183-13 COMMUNICATION FROM MAYOR RE: APPOINTMENT OF MARIA ALVES (D) TO THE ZONING BOARD OF APPEALS COMMISSION, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.**

**184-13 COMMUNICATION FROM LABOR RELATIONS AND BENEFITS ADMINISTRATION RE: PROPOSED AGREEMENT WITH UNITED AMERICAN INSURANCE COMPANY FOR A GROUP MEDICARE SUPPLEMENT INSURANCE PLAN FOR MEDICARE-ELIGIBLE RETIREES OF THE CITY AND BOARD OF EDUCATION EMPLOYEES FOR THE PERIOD OF JANUARY 1, 2015 THROUGH DECEMBER 31, 2015, REFERRED TO CONTRACTS COMMITTEE.**

**185-13(A-B) COMMUNICATION FROM NEIGHBORHOOD REVITALIZATION OFFICE RE: (A) PROPOSED NEW ORDINANCE RESERVOIR NEIGHBORHOOD REVITALIZATION ZONE PLAN, (B) PROPOSED NEW RESOLUTION REGARDING RESERVOIR NEIGHBORHOOD REVITALIZATION ZONE PLAN, REFERRED TO JOINT COMMITTEE ON ORDINANCE AND ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT.**

**186-13 COMMUNICATION FROM NEIGHBORHOOD REVITALIZATION OFFICE RE: PROPOSED RESOLUTION REGARDING RESERVOIR NEIGHBORHOOD REVITALIZATION ZONE-BY-LAWS AND BOUNDARIES PLAN, REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.**

**\*\* COUNCIL MEMBER BANTA SECONDED.**

**\*\* THE MOTION PASSED UNANIMOUSLY.**

**MATTERS TO BE ACTED UPON (CONSENT CALENDAR):**

**\*\* COUNCIL PRESIDENT MCCARTHY MOVED THE FOLLOWING ITEMS AS THE CONSENT CALENDAR:**

**\*133-13 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: GRANT SUBMISSION: STATE OF CONNECTICUT OFFICE OF POLICY & MANAGEMENT – YOUTH SERVICES PREVENTION**

**GRANT FOR THE OFFICE OF NEIGHBORHOOD REVITALIZATION MENTORING PROGRAM.**

**\*160-13 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: RESOLUTION AUTHORIZING A GROUND LEASE FOR THE USE AND REDEVELOPMENT OF THE REAR PORTION OF 236 EVERGREEN STREET.**

**\*169-13 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: GRANT SUBMISSION: OFFICE OF HOUSING & URBAN DEVELOPMENT FOR THE FEDERAL PROMISE ZONE DESIGNATION PROGRAM.**

**\*171-13 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: GRANT SUBMISSION: STATE OF CONNECTICUT DEPARTMENT OF ECONOMIC & COMMUNITY DEVELOPMENT – OFFICE OF THE ARTS FOR THE SUPPORTING ARTS IN PLACE GRANT PROGRAM.**

**\*163-13 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: REFUND OF EXCESS PAYMENTS.**

**\*\* COUNCIL MEMBER BANTA SECONDED.**

**\*\* THE MOTION TO APPROVE THE CONSENT CALENDAR AS LISTED PASSED UNANIMOUSLY.**

**\*154-13 Economic and Community Development and Environment Committee Report re: Resolution Approving Amendment #4 to the West End Municipal Development Plan to designate for Acquisition and Disposition certain Properties in the West End Redevelopment Area for the Cherry Street Adaptive Reuse Project.**

**\*\* COUNCIL MEMBER BANTA MOVED AGENDA ITEM 154-13 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: RESOLUTION APPROVING AMENDMENT #4 TO THE WEST END MUNICIPAL DEVELOPMENT PLAN TO DESIGNATE FOR ACQUISITION AND DISPOSITION CERTAIN PROPERTIES IN THE WEST END REDEVELOPMENT AREA FOR THE CHERRY STREET ADAPTIVE REUSE PROJECT**

**\*\* COUNCIL PRESIDENT MCCARTHY SECONDED.**

Council Member Torres said that he was not in favor of this project as he had stated on previous occasions.

**\*\* THE MOTION PASSED WITH FOURTEEN (14) IN FAVOR (BRANNELLY, BANTA, TAYLOR-MOYE, HALSTEAD, SWAIN, AUSTIN, VIZZO-PANICCIA, MCBRIDE-LEE, SALTER, DEJESUS, CASTILLO, FELICIANO, MARTINEZ AND HOLLOWAY) AND ONE (1) OPPOSED (TORRES).**

**155-13 Economic and Community Development and Environment Committee Report re: Resolution Authorizing the Acquisition and subsequent Disposition of Four Properties in the West End Redevelopment Area for the Cherry Street Adaptive Reuse Redevelopment Project.**

**\*\* COUNCIL MEMBER BANTA MOVED AGENDA ITEM 155-13 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: RESOLUTION AUTHORIZING THE ACQUISITION AND SUBSEQUENT DISPOSITION OF FOUR PROPERTIES IN THE WEST END REDEVELOPMENT AREA FOR THE CHERRY STREET ADAPTIVE REUSE REDEVELOPMENT PROJECT.**

**\*\* COUNCIL PRESIDENT MCCARTHY SECONDED.**

Council Member Torres said that he was not in favor of this project as he had stated on previous occasions.

**\*\* THE MOTION PASSED WITH FOURTEEN (14) IN FAVOR (BRANNELLY, BANTA, TAYLOR-MOYE, HALSTEAD, SWAIN, AUSTIN, VIZZO-PANICCIA, MCBRIDE-LEE, SALTER, DEJESUS, CASTILLO, FELICIANO, MARTINEZ AND HOLLOWAY) AND ONE (1) OPPOSED (TORRES).**

**170-13 Economic and Community Development and Environment Committee Report re: Grant Submission: Connecticut State Library FY 2015 Targeted Grant for Historic Documents Preservation Program.**

**\*\* COUNCIL MEMBER BRANNELLY MOVED AGENDA ITEM 170-13 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: GRANT SUBMISSION: CONNECTICUT STATE LIBRARY FY 2015 TARGETED GRANT FOR HISTORIC DOCUMENTS PRESERVATION PROGRAM.**

**\*\* COUNCIL PRESIDENT MCCARTHY SECONDED.**

Council Member Halstead then asked for clarification on the details of the grant. Ms. Gupta from the City Grants Department came forward and introduced herself to the Council. This grant is from the State Library and this is for an assessment of what documents should be saved based on their assessments. Council Member Halstead asked if they were mostly historic documents or municipal documents. She said it was mostly municipal documents but does not include maps. Ms. Gupta said that there were other grants for preserving maps.

**\*\* THE MOTION TO APPROVE AGENDA ITEM 170-13 PASSED UNANIMOUSLY.**

Council President McCarthy said that next Saturday was the deadline for the tour of various project sites, so RSVPs should be turned in. This will cover the three economic sites and the current development sites.

Council Member Vizzo-Paniccia asked for a point of personal privilege. She then said that she was contacted to speak at the Cathedral Academy Middle School and it was her first visit. Her visit was well received. She then gave the details of the program which addressed both Election

Day and Veteran's Day. Army Captain Harold Burke from Fort Dix also addressed the students. She thanked Ms. Catherine Rubans, the 7th grade teacher and the principal, Mr. DiPalma for the opportunity.

Council President McCarthy announced that Council Member Taylor-Moye would be honored by Al-Aziz Islamic Center at their Ijlal Muhammad Humanitarian Awards Dinner on March 22, 2015,

Council Member Vizzo-Paniccia announced an upcoming December meeting for the National League of Cities. They will be having a meeting about issues involving schools and universities in various municipalities. She said this was a group of people from all over the nation.

Mayor Finch said that he wished everyone the best of luck in the elections. He said that this was the first year in Connecticut that those who were not registered could register at the Margaret Morton Center and vote on the same day.

### ADJOURNMENT

- \*\* COUNCIL MEMBER BRANNELLY MOVED TO ADJOURN.**
- \*\* COUNCIL MEMBER VIZZO-PANICCIA SECONDED.**
- \*\* THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 7:40 p.m.

Respectfully submitted,  
S. L. Soltes  
Telesco Secretarial Services



City of Bridgeport, Connecticut

# OFFICE OF THE CITY CLERK

LEGISLATIVE DEPARTMENT

45 Lyon Terrace • Bridgeport, Connecticut 06604 • Telephone (203) 576-7081 • Fax (203) 332-5608

FLEETA C. HUDSON  
City Clerk

FRANCES ORTIZ  
Assistant City Clerk



## COMM. 180-13- Accepted and Made Part of the Record (11-3-14)

October 29, 2014

Honorable City Council Members  
City of Bridgeport, Connecticut

Dear Council Members:

Pursuant to City Council Rules Chapter XIII, Subsection 11, attached is a report of all items pending before the City Council Committees.

Please be reminded that this not being an election year for city council, all items will carry over into the next council session, and will not be filed sine die.

Respectfully submitted,

Fleeta C. Hudson  
City Clerk

RECEIVED  
CITY CLERK'S OFFICE  
2014 OCT 28 P 3:10  
ATTEST  
CITY CLERK

**BUDGET AND APPROPRIATIONS COMMITTEE  
PENDING ITEMS  
AS OF NOVEMBER 3, 2014**

<b>Number</b>	<b>Type</b>	<b>Summary</b>	<b>Submitted by:</b>	<b>Date</b>
		General discussion regarding the review of the Monthly Financial Report.		
		Budget Update from City Department:		
<b>NO ITEMS CURRENTLY PENDING</b>				

**CONTRACTS COMMITTEE**  
**As of November 3, 2014**

Number	Type	Summary	Submitted by:	Date
		NO ITEM CURRENTLY PENDING		

**EDUCATION & SOCIAL SERVICES COMMITTEE**  
**PENDING ITEMS**  
**As of November 3, 2014**

<b>Number</b>	<b>Type</b>	<b>Summary</b>	<b>Submitted by:</b>	<b>Date</b>
<b>177-13</b>	Comm.	Grant Submission: re FY2014-2015 School Readiness Contract for Early Childhood Lab School at Housatonic Community College	Lee Helmerich, School Readiness Coordinator, Early Childhood Department	Referred to Council on 10/20/2014

**ECD&E COMMITTEE  
PENDING ITEMS  
As of November 3, 2014**

<b>Number</b>	<b>Type</b>	<b>Summary</b>	<b>Submitted by:</b>	<b>Date</b>
167-13	Comm.	Proposed Request that the city establishes a moratorium on future tax abatements and expansion or proliferation on any not-for-profit organization	Enrique Torres, D-130 <sup>th</sup>	Referred to Council on 10/6/14 Tabled by Committee on 10/21/2014

**MISCELLANEOUS MATTERS  
COMMITTEE  
PENDING ITEMS  
As of November 3, 2014**

Number	Type	Summary	Submitted by:	Date
		NO ITEMS CURRENTLY PENDING		

**ORDINANCE COMMITTEE  
PENDING ITEMS  
AS OF NOVEMBER 3, 2014 PAGE 1 of 1**

<b>Number</b>	<b>Type</b>	<b>Summary</b>	<b>Submitted by:</b>	<b>Date</b>
16-13	Res.	Council Review and Possible Revisions to the City's Purchasing and Procurement Ordinance, Chapter 3.08 City Contract and Purchasing Procedures	City Council President, Thomas C. McCarthy, D-133 <sup>rd</sup>	01/21/2014 (Cancelled) and carried over to 02/04/2014 Special City Council Meeting Tabled by Committee on: 02/25/2014 Tabled by Committee on: 03/25/2014
34-13	Comm.	Proposed Amendments to the Municipal Code of Ordinances, Chapter 3.08 City Contract and Purchasing Procedures, amend Sections 3.08.070 Purchasing Procedure and Section 3.08.090 Disqualifications of vendors from doing business with the City-Procedure	Jodie Paul-Arndt, Citi Stat Director	02/18/2014, Tabled by Committee on: 02/25/2014, Tabled by Committee on: 03/25/2014, Tabled by Committee on April 22, 2014, Tabled by Committee on: 09/23/2014
38-13	Comm.	Proposed Amendments to the Municipal Code of Ordinances, Chapter 3.12 Equal Opportunity Requirements for Contractors, amend Section 3.12.130 Minority Business Enterprise Program	Jodie Paul-Arndt, Citi Stat Director	02/18/2014 Tabled by Committee on: 02/25/2014, Tabled by Committee on: 03/25/2014 Tabled by Committee on April 22, 2014, Tabled by Committee on: 09/23/2014
39-13	Comm.	Proposed Amendments to the Municipal Code of Ordinances, Chapter 8.76 Anti-Blight Program, amend Sections 8.76.020 Definitions, Section 8.76.040 Enforcement and adding New Section 8.76.052 Allocation of Capital Gain.	Jodie Paul-Arndt, Citi Stat Director	02/18/2014, Ref'd to City Atty. 02/20/2014 Approved by Committee on: 02/25/2014, PHO: 02/25/2014, PHH: 03/03/2014, Tabled by Council and Sent back to Committee on: 03/03/2014, Tabled by Committee on: 03/25/2014. Tabled by Committee on April 22, 2014
79-13	Comm.	Proposed Amendments to the Municipal Code of Ordinances, Chapter 12.28 Park Use Regulations, amend Section 12.28.090 Animals Prohibited from Parks	Board of Park Commissioners/ Parks & Recreation	05/05/2014, Tabled by Committee on: 05/28/2014 & Meeting Cancelled on 06/24/2014.
80-13	Comm.	Proposed Amendments to the Municipal Code of Ordinances, Chapter 12.28 Park Use Regulations, amend to add New Section 12.28.210 Regulation Banning Smoking in City Parks	Board of Parks Commission/Parks & Recreation	05/05/2014, Tabled by Committee on: 05/28/2014 & on Meeting Cancelled on 06/24/2014 Tabled by Committee on: 09/23/2014

**PUBLIC SAFETY & TRANSPORTATION COMMITTEE****PENDING ITEMS****AS OF NOVEMBER 3, 2014**

<b>Number</b>	<b>Type</b>	<b>Summary</b>	<b>Submitted by:</b>	<b>Date</b>
<b>150-13</b>	<b>Res.</b>	Proposed Resolution requesting that further designation of honorary streets be delayed until guidelines are adopted.	Councilmember(s) AmyMarie Vizzo- Paniccia	<b>09/02/2014</b> Tabled by Committee on: <b>10/07/2014</b>
<b>178-13</b>	<b>Comm.</b>	Grant Submission: State of Connecticut Office of Policy and Management (OPM) Transit-Oriented Development (TOD) Planning Grant Program.	Renu Gupta, Central Grants Office	<b>10/20/2014</b>
<b>179-13</b>	<b>Res.</b>	Proposed request that Gregory Street be given the Honorary Designation of Walter's Memorial AME Zion Church Boulevard with proper signage to be placed in designated areas	Councilmember(s) Jack O. Banta and Denese Taylor- Moye	<b>10/20/2014</b>

CITY OF BRIDGEPORT  
OFFICE OF THE CITY ATTORNEY

CITY ATTORNEY  
Mark T. Anastasi

999 Broad Street  
Bridgeport, Connecticut 06604-4328

DEPUTY CITY ATTORNEY  
Arthur C. Laske, III

ASSOCIATE CITY ATTORNEYS

Gregory M. Conte  
Betsy A. Edwards  
Richard G. Kascak, Jr.  
Russell D. Iiskov  
John R. Mitola  
Ronald J. Pacacha  
Lisa R. Trachtenburg



ASSISTANT CITY ATTORNEYS

Salvatore C. DePiano  
R. Christopher Meyer  
Edmund F. Schmidt  
Eroll V. Skyers

Telephone (203) 576-7647  
Facsimile (203) 576-8252

COMM. #181-13 ACCEPTED AND MADE PART OF THE RECORD  
on 11/03/2014

The Honorable City Council  
City of Bridgeport  
45 Lyon Terrace  
Bridgeport, CT 06604

**Re: Settlement of Lawsuit**

Dear Honorable Members:

A Lawsuit in the following name was filed against the City of Bridgeport and/or its employees and investigation discloses the likelihood on the part of the City for which in the event of trial, the City might be held liable.

Negotiations with the Plaintiff's attorney have made it possible to settle this matter for the monetary sum set forth below and I therefore recommend settlement in that amount be approved and accepted.

PLAINTIFF	ATTORNEY	CAUSE/INJURY
Hillary Mackenzie	Joshua R. Goodbaum, Esq. Garrison Levin-Epstein 405 Orange Street New Haven, CT 06511	Employment

SETTLEMENT  
AMOUNT

\$95,000

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ATTEST  
CITY CLERK

Very truly yours,

Mark T. Anastasi  
City Attorney

MTA/kl

cc: Frances Ortiz  
John R. Mitola, Esq.



BILL FINCH  
Mayor

City of Bridgeport, Connecticut  
**CENTRAL GRANTS OFFICE**

999 Broad Street  
Bridgeport, Connecticut 06604  
Telephone (203) 332-5662  
Fax (203) 332-5657

ANDREW J. NUNN  
Chief Administrative Officer

CHRISTINA B. SMITH  
Director  
Central Grants

COMM. #182-13 Referred to ECD&E Committee  
on 11/03/2014



October 20, 2014

Office of the City Clerk  
City of Bridgeport  
45 Lyon Terrace, Room 204  
Bridgeport, Connecticut 06604

Re: Resolution – **Johnson Oak Park Development Project**

Attached, please find a Grant Summary and Resolution for the **Land & Water Conservation Fund  
Outdoor Recreation Legacy Partnership Program- Johnson Oak Park Development Project**

If you have any questions or require any additional information please contact me at 203-576-7732 or  
[renu.gupta@bridgeportct.gov](mailto:renu.gupta@bridgeportct.gov).

Thank you,

Renu Gupta  
Central Grants Office

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2014 OCT 21 P 3: 28



Central Grants Office  
 City of Bridgeport  
 999 Broad Street  
 Bridgeport, CT 06604

# Grant Information Sheet

## Contact Information

	Steve Hladun		203-576-7797
	Renu Gupta		203-576-7732

## Background Information

	Johnson Oak Park Development Project		
	Department of Interior- National Park Services, Land & Water Conservation Fund Outdoor Recreation Legacy Partnership Program		
	2 <sup>nd</sup> quarter of 2015		1-3 years

	Parks & Recreation Office		
	<b>Purpose [Why?]:</b> To assist in preserving/developing and assuring accessibility to present and future generations to quality outdoor recreation areas.		
	<b>Scope/Description [What?]:</b> City is partnering with The Trust for Public Land organization to transform the Johnson Oak Park and the Jettie S. Tisdale school grounds to an active recreation area. The funds from this grant will assist with the Phase 1 completion- a picnic grove, spray pad, improved play equipment etc.		
	<b>Location(s)/Address (es) [Where?]:</b> East End		
	<input type="checkbox"/> City of Bridgeport <input type="checkbox"/> External Organization(s):		
	<input type="checkbox"/> N/A or No Specific Limits <input type="checkbox"/> <b>Citywide</b>	<input type="checkbox"/> 132th <input type="checkbox"/> 133th <input type="checkbox"/> 134th <input type="checkbox"/> 135th	<input type="checkbox"/> 136th <input type="checkbox"/> 137th <input type="checkbox"/> 138th <input type="checkbox"/> 139th

	<input type="checkbox"/> N/A <input checked="" type="checkbox"/> Cash <input type="checkbox"/> Technical Assistance <input type="checkbox"/> Recognition Only
	<input type="checkbox"/> N/A <input checked="" type="checkbox"/> Requested: \$375,000 <input type="checkbox"/> Awarded: \$
	<input type="checkbox"/> N/A <input type="checkbox"/> Cash: <input type="checkbox"/> In-Kind: \$325,000
	<input type="checkbox"/> N/A

**A Resolution by the Bridgeport City Council**

**Regarding the**

Department of Interior- National Park Services, Land & Water Conservation Fund Outdoor Recreation Legacy Partnership Program- Johnson Oak Park Development Project (#15462)

**WHEREAS**, the Department of Interior- National Park Services, is authorized to extend financial assistance to States and municipalities in the form of grants; and,

**WHEREAS**, this funding has been made possible through a Land & Water Conservation Fund Outdoor Recreation Legacy Partnership Program; and,

**WHEREAS**, funds under this grant will be used for the development of Johnson Oak Park Project; and,

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport Central Grants Office with The Trust for Public Land, submits an application to the Department of Interior- National Park Services via State of Connecticut Department of Energy and Environmental Protection in the amount of \$375,000 to transform the Johnson Oak Park and the Jettie S. Tisdale school grounds to an active recreation area:

**NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:**

1. That it is cognizant of the City's grant application to and contract with the State of Connecticut Department of Energy and Environmental Protection and or in Department of Interior- National Park Services the amount of \$375,000 to transform the Johnson Oak Park and the Jettie S. Tisdale school grounds to an active recreation area: and,
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the Department of Interior- National Park Services, Land & Water Conservation Fund Outdoor Recreation Legacy Partnership Program via State of Connecticut Department of Energy and Environmental Protection for the development of Johnson Oak Park Project and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



OFFICE OF THE MAYOR  
CITY OF BRIDGEPORT, CONNECTICUT

999 BROAD STREET  
BRIDGEPORT, CONNECTICUT 06604  
TELEPHONE (203) 576-7201  
FAX (203) 576-3913

Comm. #183-13 Referred to Miscellaneous Matters Committee  
MEMORANDUM on 11/3/2014

BILL FINCH  
Mayor



TO: Fleeta Hudson – City Clerk

FROM: Mayor Bill Finch

DATE: October 22, 2014

RE: Boards & Commissions

Please place the following name on the November 3, 2014 City Council agenda for referral to the Miscellaneous Matters Committee for the purpose of appointment to the Zoning Board of Appeals Commission:

Maria Alves (D)  
242 Alexander Avenue  
Bridgeport, CT 06606

This will replace the seat held by Michael Piccirillo and her term will expire on 12/31/17.

BF/lac

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CITY CLERK



CITY OF BRIDGEPORT  
**LABOR RELATIONS AND BENEFITS ADMINISTRATION**

45 Lyon Terrace, Bridgeport, Connecticut 06604

LAWRENCE E. OSBORNE  
Director  
(203) 576-7843

JANET M. FINCH  
Human Resources  
Manager  
(203) 576-8474

BILL FINCH  
Mayor

RICHARD D. WEINER  
Benefits Manager  
(203) 576-7007

 COMM. #184-13 Referred to Contracts Committee  
on 11/03/2014

October 28, 2014

Honorable Fleeta Hudson  
City Clerk  
City of Bridgeport  
45 Lyon Terrace  
Bridgeport, CT 06604

Dear Madam Clerk:

Attached please find an original and thirteen copies of the Agreement between the City and United American Insurance Company for a Group Medicare Supplement Insurance Plan for Medicare-Eligible Retirees of the City and Board of Education employees. The Agreement consists of an addendum, a policy, and a certificate of coverage.

The term of the Agreement is from January 1, 2015 through December 31, 2015.

I respectfully request that these documents be referred to the Contracts Committee at the Council meeting of November 3, 2014.

Sincerely,

Richard D. Weiner  
Benefits Manager

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CITY CLERK

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2014 OCT 28 A 9:23



# united american insurance company

October 27, 2014

United American Insurance Company  
PO Box 8080  
McKinney, TX 75070

Dear Sir or Madam:

The purpose of this letter is to confirm the agreement of United American Insurance Company (United American) and the City of Bridgeport and Bridgeport Board of Education (Group Sponsor) regarding the items detailed herein. Capitalized terms used in this letter and not otherwise defined herein shall have the meanings set forth in the Group Policy effective January 1, 2015 (the "Policy").

1. **Eligibility:** United American agrees to amend the contract eligibility to include all retirees eligible for Medicare, regardless of age. This includes Medicare eligible pre-65 disabled lives.
2. **Policy Premiums:** In accordance with our proposal, United American guarantees the following monthly premiums for the five plans shown below being implemented inclusive of commission for the plan year effective January 1, 2015.

Plan 1 – Plan F: \$186.00

Plan 2 – Plan F w/ \$15 Doctor Office Copay, \$50 ER Copay: \$175.00

Plan 3 – Plan F w/ \$10 Doctor Office Copay, \$200 Annual Part A Deductible, \$75 ER Copay: \$173.00

Plan 4 – Plan F w/ \$20 Doctor Office Copay, \$200 Annual Part A Deductible, \$75 ER Copay: \$168.00

Plan 5 – Plan F w/ \$25 Doctor Office Copay, \$200 Annual Part A Deductible, \$75 ER Copay: \$165.00

United American agrees not to increase the policy premiums prior to January 1, 2016 based on the claims experience of the policy or based on the experience of all groups on which we write retiree medical coverage. This serves to clarify the "Change of Policy Premiums" section of the contract. United American agrees to a 6% maximum rate adjustment upon renewal effective January 1, 2016.

3. **Premium Payment, Grace Period and Notice of Termination:** United American agrees to allow a 90-day grace period for premium payment. United American agrees to pay claims during the 90-day grace period and, in exchange, the Group Sponsor agrees: (1) to remit all premiums billed by United American as soon as practicable but within the 90-day grace period; and (2) in the event that Group Sponsor cancels the policy, to provide United American a written notice of such policy cancellation prior to 120 days of the termination date. If the Group Sponsor provides United American a notice of policy cancellation, United American will pend the handling of claims from members whose premium payment is more than 60 days past due. If United American pays any benefits to any member(s) whose premium is/are ultimately not remitted by the Group Sponsor, the Group Sponsor agrees to reimburse United American an amount equal to said benefits.

Continued on next page

United American Insurance Company – 3700 S. Stonebridge Dr. – McKinney, TX 75070

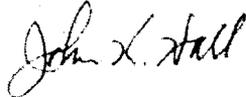


**united american insurance company**

4. Policy Cancellation: Provided the Group Sponsor complies with all other terms of the Group Policy, and without negating any provisions of the Group Policy, United American agrees that the contract termination provision would be limited to a reason of non-payment of premium.
5. Pre-existing Conditions Limitations Provision in policy certificate: Because plans are retiree only, they are not subject to all of the Health Care reform rules, including the Pre-Existing Conditions limitation. Since these plans are replacing their current coverage, United American agrees to waive the Pre-Existing Conditions Limitations.

Please confirm that the foregoing is in accordance with your understanding of our agreement by signing a returning to us an original of this letter.

Sincerely,



John K. Hall, Senior Vice President  
United American Insurance Company

Agreed to by:

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Print name and title

City of Bridgeport, CT

# UNITED AMERICAN INSURANCE COMPANY

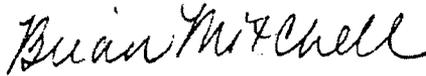
P.O. BOX 8080, MCKINNEY, TEXAS 75070  
A DELAWARE STOCK COMPANY \* ADMINISTRATIVE OFFICES: MCKINNEY, TX

**Group Policyholder:** City and BOE of Bridgeport  
**Group Policy Number:** 3450, 3455, 3460, 3465  
**Effective Date of the Group Policy:** January 1, 2015  
**State of Issue:** Connecticut

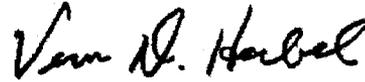
This Group Policy contains the terms under which the United American Insurance Company agrees to insure certain Group members and pay benefits in consideration for the application and payment of the premium. The Group Policy takes effect on the Effective Date of the Group Policy shown above. It continues as long as the required premiums are paid, except as described in the Payment of Premiums Provision.

The Insurance Company and the Group Policyholder have agreed to all of the terms of this Group Policy.

Signed by officers of the United American Insurance Company at McKinney, Texas.



Secretary



President

**GROUP INSURANCE POLICY  
NON-PARTICIPATING**

## **PREMIUMS**

### **PAYMENT OF PREMIUMS**

The first premium is due on the Effective Date of the Group Policy. Each following premium payment is due monthly unless we agree with the Group Policyholder on some other method of payment. We may also agree with the Group Policyholder to change the amount of premium payment and its effective date of change. Premium payments should be sent to Our Administrative Office. Premiums will be considered paid on the date We receive the payment at Our Administrative Office or other designated location.

Premium is due on the first day of each month. A grace period of 31 days is allowed for the late payment of each premium after the first premium. If the Group Policyholder has not given Us written notice that the Group Policy is to be terminated prior to the premium date, the grace period for payment will begin. If the premium is paid by the end of the grace period, the Group Policy will remain in force. If the premium is not paid by the end of the grace period, the Group Policy automatically terminates effective as of the last day of the month for which the last premium payment was received..

Premiums withheld from Insureds shall not cause coverage for such Insureds to be or remain in effect, if premiums are not paid on time, as provided above. The Group Policyholder, in collecting these premiums, is acting for the Insureds and not for the Insurer.

The Group Policy premiums are to be paid to Us by the Group Policyholder. However, they may be paid to Us by any other person according to a Mutual agreement among the other person, the Group Policyholder and Us.

### **PREMIUM STATEMENT**

A premium statement will be prepared in accordance with the billing method We arrange with the Group Policyholder. This premium statement will show the premium due. It will also reflect any pro rata premium charges and credits resulting from changes in the number of insured persons and changes in the amounts of insurance that took place during the period following the last premium statement. In the event that notice of termination of an insured person, or a decrease in coverage, is received by Us more than one month after the termination or decrease, retroactive premium credit will be limited to one month's premium.

### **CALCULATION OF PREMIUMS**

The total monthly premium due is determined by multiplying the number of Insureds on a premium due date by the premium rate in effect on that date for that plan and adding any late charge.

### **CHANGE IN PREMIUMS**

We reserve the right to make a special adjustment to Our rates if, in Our opinion, Our liability has been altered because of a change in state or federal law, a revision to the Group Policy requested by the Group Policyholder, or a substantive change in the composition of the group. Any such change in rates will take effect on the effective date of the change in the law, the change in benefits, or the change in the composition of the group. A rate adjustment made for any of the reasons stated above will supersede any rate guarantee, if any, previously agreed to.

## TERMINATION FOR THE GROUP POLICY

### TERM OF POLICY AND RENEWAL PRIVILEGE

The Group Policy begins on the Effective Date of the Group Policy. It will continue for as long as premiums are paid or until it is terminated. Notice to terminate the Group Policy can come from either the Group Policyholder or from Us. The Group Policyholder may terminate any or all of the insurance by giving us written notice. It will terminate on the later of:

1. the date requested in the termination notice; or
2. the date we receive the notice.

The Insurer may cancel the Group Policy at any time by giving written notice to the Group Policyholder of the date the Group Policy is to be canceled. The notice will be delivered or mailed to the Group Policyholder at the address shown on the Insurer's records in accordance with applicable state regulations.

### REQUIRED DATA

The Group Policyholder will provide the Insurer with all data needed to carry out the terms of the Group Policy, including, but not limited to: (1) details of persons who become insured; (2) changes in the amount of Insurance; (3) termination of Insurance; and (4) any other information the Insurer may reasonably require. The relevant records of the Group Policyholder may be inspected by the Insurer at any time.

### CERTIFICATE PROVISIONS MADE A PART OF THE GROUP POLICY

The remainder of the Group Policy consists of the provisions shown in the Certificate(s) issued to Insureds under the Group Policy. These provisions, described in general below, are made a part of the Group Policy.

Amendments, if any, changing the provisions of the Certificate are also made a part of the Group Policy.

The attached Riders, if any, making available additional benefits to Insured Persons are also made a part of the Group Policy. The additional benefits will be provided to such Insured Persons if a Certificate Rider for such coverage is attached to their Certificate.

Certificate Face Page  
Table of Contents  
Definitions  
Eligibility and Effective Dates  
Benefit Provisions  
Termination Provisions

**Dear Certificateholder:**

**United American Insurance Company is pleased to enclose your group retiree health certificate of coverage. Your retiree health coverage is made available to you through the sponsorship of the organization named below. This certificate describes the benefits you are entitled to under your coverage.**

**Since Medicare began we have been recognized as a leader in Supplemental insurance to Medicare. We believe that the satisfaction we provide to our customers is one reason we have achieved the reputation as "the company that does what it says it will do."**

**Attached to this letter you will find your personal identification card. Please use your identification number shown on this permanent ID card on all correspondence with the company. If you have any questions, call toll-free 1-800-730-4648.**

**We value you as a certificateholder and look forward to serving your needs for years to come.**

**Sincerely,**

*Vern D. Herbel*  
**SPECIMEN**  
President

**Vern D. Herbel  
President**

**UNITED AMERICAN INSURANCE COMPANY**  
P.O. BOX 8080, MCKINNEY, TEXAS 75070 (972) 529-5085

**Name:**

**Certificate:**

**Congratulations! You are entitled to our ultimate claims service - "Automatic" Claims Filing<sup>®</sup> (ACF). United American Insurance Company, designed ACF<sup>®</sup> to ensure that claims are not missed. Your permanent I.D. card informs your doctor that you are enrolled in our ACF<sup>®</sup> service. With "Automatic" Claims Filing<sup>®</sup>, your eligible Part B claims under your certificate will automatically be handled by us shortly after you receive your summary notice of benefits from Medicare.**

**At the time your certificate was first issued for you, we began notifying the Medicare Part B administrators about your participation in our ACF<sup>®</sup> system, which may take a few weeks for them to complete. Once everything is integrated with those administrators, ACF<sup>®</sup> will work automatically and the vast majority of your claims filing with the company will be eliminated. Enclosed is some additional information for you about claims filing.**

**If you have any questions about our "Automatic" Claims Filing<sup>®</sup> service, please contact customer service at 1-800-730-4648. They will be happy to assist you.**

**GRACF1**

NOTICE TO BUYER: This Certificate may not cover all of Your medical expenses.

RETIREE HEALTH PLAN

BENEFIT PLAN F

COMPANY CANNOT CANCEL THIS CERTIFICATE (EXCEPT FOR NON-PAYMENT OF PREMIUM) UNLESS ALL CERTIFICATES UNDER THE RETIREE HEALTH PLAN ARE TERMINATED IN ACCORDANCE WITH THE TERMINATION PROVISIONS. COMPANY MAY CHANGE PREMIUM RATES BY CLASS AND AS MEDICARE BENEFITS CHANGE AS PROVIDED IN THE RENEWAL PROVISION.

**UNITED AMERICAN INSURANCE COMPANY**

P.O. BOX 8080, MCKINNEY, TX 75070 (972) 529-5085

A Nebraska Stock Company \* Administrative Offices: McKinney, TX

This Certificate establishes that You are insured for the benefits summarized in this Certificate, subject to all the terms of the Group Policy.

This Certificate describes the benefits, important provisions, exclusions and limitations of Your coverage. Insurance under the Group Policy is effective only if You become and remain insured. READ YOUR CERTIFICATE CAREFULLY. The Group Policy may at any time be amended or discontinued by agreement between the Insurer and the Policyholder without Your consent. Any such change will become effective on the effective date of the endorsement to the Group Policy. The Group Policy, unless stated otherwise in this Certificate, is governed by the laws of the State of issue.

30 DAY RIGHT TO EXAMINE CERTIFICATE

If You are not satisfied with this Certificate for any reason, return it to Our Administrative Offices or to Our designee within 30 days after You receive it. Any premium You paid will be refunded. The Certificate will be void from the beginning. It will be as if no Certificate had been issued.

RENEWAL PROVISION

The benefits described by this Certificate will change automatically to coincide with any applicable changes in the deductible and/or Coinsurance amounts which you are required to pay under Medicare. The renewal premiums for this Certificate may change on the renewal date following the effective date of any such applicable change. Any such premium change will be based on the actuarial computations which We then use to determine the renewal premium. Your premiums may also be adjusted due to unanticipated increasing health care costs for all certificates in your class.

We reserve the right to make a special adjustment to Our rates if, in Our opinion, Our liability has been altered because of a change in state or federal law, a revision to the Group Policy requested by the Policyholder, or a substantive change in the composition of the Policyholder. Any such change in rates will take effect on the effective date of the change in the law, the change in benefits, or the change in the composition of the Policyholder. The benefits described by this Certificate will change automatically to coincide with any applicable changes in the deductible and/or Coinsurance amounts which You are required to pay under Medicare.

INSURED	CERTIFICATE SCHEDULE	
	CERTIFICATE NUMBER	CERTIFICATE DATE

The "PRE-EXISTING CONDITIONS LIMITATIONS" is waived for your certificate.

**RIDER FORM**

**DESCRIPTION OF ADDITIONAL BENEFITS**

SNFS	Ben. For Skilled Nursing Facility Stays - Med. Part A Rider
PADB	Med. Part A Ded. Benefit Rider
PBDB	Med. Part B Ded. Benefit Rider
100%EBPB	100% Excess Expense Benefit - Med. Part B Rider
EFTB	Emergency Foreign Travel Benefit Rider
HCB	Hospice Care Benefit Rider

**TABLE OF CONTENTS**

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30 Day Right to Examine Certificate	1	Definitions	3
Renewal Provision	1	Certificate Provisions	3
Pre-Existing Conditions Limitations Provisions	2	Certificate Provisions - Claims	5
The Insuring Clause	2	Conversion Privilege	5
Persons Eligible for Coverage	2	Benefits	6
Enrollment and Effective Date of Individual Insurance	2	Limitations and Exclusions	6

**PRE-EXISTING CONDITIONS LIMITATIONS PROVISION**

Loss due to a Pre-Existing Condition is not covered unless the loss is incurred more than 60 days after the Certificate effective date.

**THE INSURING CLAUSE**

The Insurer insures You against specified losses incurred by You. Benefits stated in this Certificate, subject to all its provisions, limitations and exclusions, will be paid for the losses which are incurred while Your Individual Insurance under the Group Policy is in force.

**PERSONS ELIGIBLE FOR COVERAGE**

To be eligible for coverage under the Group Policy, You must:

- 1) be a member of the Group to which the Group Policy was issued;
- 2) be eligible for Medicare;
- 3) be enrolled in both Medicare Parts A and B at all times while Your Individual Insurance is in effect;
- 4) have no Medicare Supplement coverage; and
- 5) be age 65 or older

**ENROLLMENT AND EFFECTIVE DATE OF INDIVIDUAL INSURANCE**

**ENROLLMENT**

You may enroll either when You first become eligible for coverage under the Group Policy or during any open Enrollment Period.

**EFFECTIVE DATE OF INDIVIDUAL INSURANCE**

The effective date of individual insurance for You shall be the Certificate effective date shown on the Certificate Schedule.

**Request for Change in Insured's Coverage:**

If You request a change in Your coverage, the change will become effective upon Our agreement to the change provided that the required additional premium, if any, is paid.

If the request increases coverage, Our acceptance of the request will be subject to evidence of insurability.

## DEFINITIONS

Where used in this Certificate:

**BENEFIT PERIOD** means the unit of time used in the Medicare program to measure use of services and availability of services under Medicare Part A hospital insurance.

**CALENDAR YEAR** means the period beginning on each January 1 and ending on the following December 31.

**COINSURANCE AMOUNTS** means the portion of Medicare approved expense You are obligated to pay but not including the Medicare Part A inpatient hospital deductible or Part B Calendar Year deductible.

**HOSPITAL STAY** means one day or more of confinement within a hospital, as a resident patient under the care of a Physician, due to Injury or Sickness.

**INDIVIDUAL INSURANCE** means Your coverage under the Group Policy as evidenced by this Certificate.

**INJURY** means accidental bodily injury which is sustained while Your Individual Insurance is in force and includes all injuries resulting from one accident.

**MEDICARE** means Title I, Part I of Public Law 89-97, Federal Medicare Act of 1965, as amended.

**MEDICARE ELIGIBLE EXPENSES** means expenses of the kind covered by Medicare to the extent recognized as reasonable and medically necessary by Medicare.

**PHYSICIAN** means a person legally licensed to treat Injury or Sickness, other than You or any member of Your immediate family.

**SICKNESS** means illness or disease which first manifests itself while Your Individual Insurance under the Group Policy is in force.

**WE, US, OUR and INSURER** mean the United American Insurance Company.

**YOU, YOUR, YOURS and INSURED** mean the person whose name is shown in the Certificate Schedule.

## CERTIFICATE PROVISIONS

**PREMIUM PAYMENT:** Coverage under this Certificate is issued based on the enrollment form and the payment of the first premium. A copy of the enrollment form is a part of this Certificate. This Certificate takes effect at 12 o'clock noon, Standard Time of the place where You reside on the effective date of this Certificate, and remains in effect until the same hour on the date on which the Initial Term expires.

The effective date of this Certificate, the Initial Premium and the date the Initial Term expires are shown in the Certificate Schedule. All premiums shall be due and payable at Our Administrative Offices.

We may change any premium rate from time to time, subject to any required Insurance Department approval. If We change rates, notice will be given of the change as required by applicable state regulations.

Coverage will lapse on the last day of the period for which premium is paid or if the Group Policy is terminated. If the premium is not paid by that date and the Policyholder has not given Us written notice that the Group Policy is to be terminated, the grace period will begin.

**ENTIRE CONTRACT; CHANGES:** The Group Policy, with the Policyholder's application and attached papers, constitutes the entire contract between the Policyholder and the Insurer. Any statement made by the Policyholder or by an Insured shall be deemed a representation and not a warranty. No such statement by an Insured shall be used in defense of a claim for loss under the Certificate unless it is contained in a written application signed by the Insured.

No change in the Policy will be effective until approved by Us and endorsed by the Policyholder. No amendment, renewal or termination of the Group Policy shall require the consent of any Insured or beneficiary or other person having a beneficial interest herein.

Our designee may not change this Certificate or waive any of its provisions.

**TIME LIMIT ON CERTAIN DEFENSES:** After two years from the effective date of Individual Insurance, only nonpayment of premium may be used to void such Individual Insurance or deny any claim for loss incurred or disability that starts after the two year period.

**GRACE PERIOD:** This Certificate has a 31 day grace period. This means that if a renewal premium is not paid on or before the date it is due, it may be paid during the following 31 days. During the grace period this coverage will stay in force.

**REINSTATEMENT:** If the renewal premium is not paid before the grace period ends, this Certificate will lapse. Later acceptance of the premium by Us (or by Our designee authorized to accept payment) without requiring an application for reinstatement will reinstate this Certificate.

If We or Our designee requires an application, this Certificate will be reinstated when We approve the application, or on the 45th day after We receive it unless We have previously written You of its disapproval.

The reinstated coverage will cover only loss that results from an Injury sustained after the date of reinstatement or Sickness that starts more than 10 days after such date. In all other respects Your rights and Our rights will remain the same, subject to any provisions noted on or attached to the reinstated Certificate.

**SUSPENSION OF COVERAGE WHILE ENTITLED TO MEDICAID:** By written notice to Us, You may request that benefits and premiums for You under this Certificate be suspended for the period in which You have been determined to be entitled to Medicaid. Written notice must be received by Us within 90 days after the date You become entitled to Medicaid. After We have received such notice, We will return to You any portion of premiums paid for the period of suspension less any claims paid. The suspension period shall not exceed 24 months.

If Your entitlement to Medicaid ends, You must send Us written notice of the loss of such entitlement within 90 days. We will reinstate Your benefits and premiums under this Certificate as of the date Your entitlement ended. You must pay any premium due from the date such entitlement ended. The reinstated coverage shall be the same as if no suspension has occurred.

**TERMINATION OF INDIVIDUAL INSURANCE:** Your insurance will terminate on the first premium due date on or next following the earliest of the following dates:

- 1) the date the Group Policy is terminated;
- 2) the date the premium required to keep the coverage in force is not paid within the time allowed;
- 3) the date You cease to be eligible for this plan; or
- 4) the date We receive written notice that You wish to terminate Your coverage.

**NOTICE OF CLAIM:** Written notice of claim must be given to Us within 20 days after a covered loss starts or as soon as reasonably possible. The notice can be given to Us at Our Administrative Offices in McKinney, Texas or to Our designee.

Notice should include Your name and Your Certificate Number.

When We receive the notice of claim, We will send You any required forms for filing proof of loss, if applicable. If these forms are not given to You within 15 days, You will meet the proof of loss requirements by giving Us a written statement of the nature and extent of Your loss.

You must give written proof of loss to Us within 6 months after the date of such loss. If it was not reasonably possible to give written proof in the time required, We will not reduce or deny the claim for this reason if the proof is filed as soon as reasonably possible. In any event, the proof required must be given no later than 1 year from the time specified unless You were legally incapacitated.

**TIME OF PAYMENT OF CLAIMS:** After receiving written proof of loss, We will pay all benefits then due for such loss.

**PAYMENT OF CLAIMS:** Any benefits unpaid at Your death may be paid, at Our option, either to Your beneficiary or Your estate. All other benefits will be paid to You.

If benefits are payable to Your estate or a beneficiary who cannot execute a valid release, We can pay benefits up to \$1,000.00 to someone related to You or the beneficiary by blood or marriage whom We consider to be entitled to the benefits. We will be discharged to the extent of any such payment made in good faith.

**PHYSICAL EXAMINATIONS:** We, at Our expense, have the right to have You examined as often as reasonably necessary while a claim is pending.

**LEGAL ACTIONS:** No legal action may be brought to recover on the Group Policy within 60 days after written proof of loss has been given as required by the Certificate. No such action may be brought after 3 years from the time written proof of loss is required to be given.

**CONFORMITY WITH STATE STATUTES:** Any provision of this Certificate which, on its effective date, is in conflict with the laws of the state in which You reside on that date is amended to conform to the minimum requirements of such laws.

**ASSIGNMENT:** No assignment under the Certificate shall be binding upon Us unless the original (or a copy of it) is on file at Our Administrative Offices. We do not assume any responsibility for the validity of any assignment.

#### **CONVERSION PRIVILEGE**

If Your coverage under the Group Policy terminates, You will be entitled to convert to an individual Medicare Supplement plan if:

- 1) The Group Policy terminates. Conversion is not available to Insureds whose coverage was terminated by Us for non-payment of premium; or
- 2) You are the spouse of a Group Member and Your coverage under the Group Policy terminates because of the dissolution of Your marriage or the death of the Group Member.

We will not require evidence of insurability for a conversion policy. You must apply in writing and pay the initial premiums for the conversion policy within 31 days after Your coverage under the Group Policy terminates. If You do not apply and pay the initial premium within 31 days, You will not be entitled to a conversion policy.

The policy which will be offered to You for the purposes of conversion will be either:

- 1) A policy whose benefits are identical to those covered under the Group Policy; or
- 2) Any individual Medicare Supplement policy then being offered in Your state to a person of Your sex and age at the time of issue of the conversion policy. The premiums for that conversion policy will be in accordance with the table of premium rates then applicable to that form in Your state for Your sex and age at the time of issue of the conversion policy.

## BENEFITS

### PART 1 BENEFITS FOR HOSPITAL STAYS – MEDICARE PART A

We will pay the following benefits when You have a Hospital Stay for which benefits are paid by Medicare Part A:

- 1) The expense You incur for the Coinsurance Amounts for the 61st day through the 90th day of Your Hospital Stay;
- 2) The expense You incur for the Coinsurance Amounts for the Lifetime Reserve Days; and
- 3) Upon exhaustion of the Medicare hospital inpatient coverage including the lifetime reserve days, coverage of the Medicare Part A eligible expenses for hospitalization paid at the Diagnostic Related Group (DRG) day outlier per diem or other appropriate standard of payment, subject to a lifetime maximum benefit of an additional 365 days.

### PART 2 MEDICARE BLOOD DEDUCTIBLE BENEFIT

We will pay the expense You incur for the Medicare Part A and Part B Calendar Year blood deductible.

### PART 3 BENEFITS FOR MEDICAL EXPENSE – MEDICARE PART B

If You incur a medical expense that is eligible under Medicare Part B, We will pay the following benefit for the Medicare approved charge:

The expense incurred for the Coinsurance Amount.

Under this Part 3 of this Certificate, We will not pay benefits for (a) the Medicare Part B blood deductible for which benefits are paid under Part 2 of this Certificate, or (b) any portion of the Medicare Part B Calendar Year deductible.

## ADDITIONAL BENEFITS

### PART 4 BENEFITS IF YOU ARE NOT COVERED BY MEDICARE

If You are not covered by either Medicare Part A or Part B, We will pay the benefits provided by Parts 1 and 2 as though You had been covered by Medicare.

With respect to Part 3, We will pay 20% of any incurred medical expenses that would otherwise be eligible under Medicare Part B.

### PART 5 LIMITATIONS AND EXCLUSIONS

We will not pay benefits under this Certificate for:

- 1) Any expense which You are not legally obligated to pay; or
- 2) Any services that are not medically necessary as determined by Medicare or are not furnished at the direction of and under the supervision of a Physician; or
- 3) Any portion of any expense for which payment is made by Medicare; or
- 4) Custodial or intermediate level care, or rest cures; or
- 5) Any type of expense not eligible for coverage under Medicare except as provided under Part 4.

**UNITED AMERICAN INSURANCE COMPANY**  
ADMINISTRATIVE OFFICES: P.O. BOX 8080 \* MCKINNEY, TEXAS 75070

**BENEFITS FOR SKILLED NURSING FACILITY STAYS - MEDICARE PART A RIDER**

This rider is made a part of the certificate to which it is attached. It is subject to all provisions, conditions, limitations and exclusions of the certificate which are not in conflict with those of this rider.

Please keep this rider with Your certificate.

Effective Date: (If other than the Date of Issue of the certificate)

This rider is issued in consideration of the payment of the required premium and in reliance on the statements contained in the application.

When You have a posthospital Skilled Nursing Facility Stay which is eligible under Medicare Part A, We will pay the following benefit:

The expense You incur for the actual billed charges up to the Coinsurance Amount from the 21st day through the 100th day in a Medicare Benefit Period.

For the purposes of this benefit, the following definitions will apply:

**SKILLED NURSING FACILITY** means a facility certified by Medicare as a Skilled Nursing Facility.

**SKILLED NURSING FACILITY STAY** means one day or more of confinement within a Skilled Nursing Facility, as a resident patient under the care of a Physician, following a Hospital Stay of at least 3 days. The Skilled Nursing Facility Stay must be for further treatment of the Injury or Sickness requiring the Hospital Stay and begin within 30 days of hospital discharge.

This rider will remain in force while the certificate is in force unless You ask Us in writing to cancel this rider earlier.

IN WITNESS WHEREOF, United American Insurance Company has issued this rider at its Home Office in McKinney, Texas.

*[Signature]*  
SPECIMEN

Secretary

*[Signature]*  
SPECIMEN

President

**UNITED AMERICAN INSURANCE COMPANY**  
ADMINISTRATIVE OFFICES: P.O. BOX 8080 \* MCKINNEY, TEXAS 75070

**MEDICARE PART A DEDUCTIBLE BENEFIT RIDER**

This rider is made a part of the certificate to which it is attached. It is subject to all provisions, conditions, limitations and exclusions of the certificate which are not in conflict with those of this rider.

Please keep this rider with Your certificate.

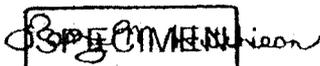
Effective Date: (If other than the Date of Issue of the certificate)

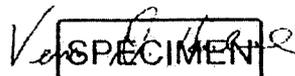
This rider is issued in consideration of the payment of the required premium and in reliance on the statements contained in the application.

We will pay the expense You incur for all of the Medicare Part A Inpatient hospital deductible amount per Benefit Period.

This rider will remain in force while the certificate is in force unless You ask Us in writing to cancel this rider earlier.

IN WITNESS WHEREOF, United American Insurance Company has issued this rider at its Home Office in McKinney, Texas.

  
SECRETARY  
Secretary

  
SECRETARY  
President

**UNITED AMERICAN INSURANCE COMPANY**  
ADMINISTRATIVE OFFICES: P.O. BOX 8080 \* MCKINNEY, TEXAS 75070

**MEDICARE PART B DEDUCTIBLE BENEFIT RIDER**

This rider is made a part of the certificate to which it is attached. It is subject to all provisions, conditions, limitations and exclusions of the certificate which are not in conflict with those of this rider.

Please keep this rider with Your certificate.

Effective Date: (If other than the Date of Issue of the certificate)

This rider is issued in consideration of the payment of the required premium and in reliance on the statements contained in the application.

We will pay the expense You incur for all of the Medicare Part B deductible amount per Calendar Year regardless of Hospital confinement.

This rider will remain in force while the certificate is in force unless You ask Us in writing to cancel this rider earlier.

IN WITNESS WHEREOF, United American Insurance Company has issued this rider at its Home Office in McKinney, Texas.

*[Handwritten Signature]*  
**SPECIMEN**  
Secretary

*[Handwritten Signature]*  
**SPECIMEN**  
President

**UNITED AMERICAN INSURANCE COMPANY**  
ADMINISTRATIVE OFFICES: P.O. BOX 8080 \* MCKINNEY, TEXAS 75070

**100% EXCESS EXPENSE BENEFIT - MEDICARE PART B RIDER**

This rider is made a part of the certificate to which it is attached. It is subject to all provisions, conditions, limitations and exclusions of the certificate which are not in conflict with those of this rider.

Please keep this rider with Your certificate.

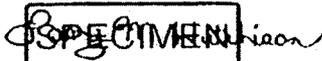
Effective Date: (If other than the Date of Issue of the certificate)

This rider is issued in consideration of the payment of the required premium and in reliance on the statements contained in the application.

We will pay 100% of the difference between the actual incurred Medicare Part B charge as billed not to exceed any charge limitation established by the Medicare program or state law, and the Medicare approved Part B charge.

This rider will remain in force while the certificate is in force unless You ask Us in writing to cancel this rider earlier.

IN WITNESS WHEREOF, United American Insurance Company has issued this rider at its Home Office in McKinney, Texas.

  
**SPECIMEN**  
Secretary

  
**SPECIMEN**  
President

**UNITED AMERICAN INSURANCE COMPANY**  
ADMINISTRATIVE OFFICES: P.O. BOX 8080 \* MCKINNEY, TEXAS 75070

**EMERGENCY FOREIGN TRAVEL BENEFIT RIDER**

This rider is made a part of the certificate to which it is attached. It is subject to all provisions, conditions, limitations and exclusions of the certificate which are not in conflict with those of this rider.

Please keep this rider with Your certificate.

Effective Date: (If other than the Date of Issue of the certificate)

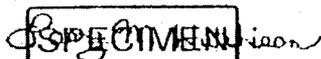
This rider is issued in consideration of the payment of the required premium and in reliance on the statements contained in the application.

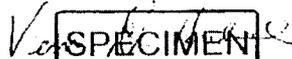
We will pay benefits to the extent not covered by Medicare for 80% of the billed charges You incur for Medicare eligible expenses for medically necessary emergency hospital, physician and medical care received in a foreign country, if that care would have been covered by Medicare if provided in the United States. The care must begin during the first 60 consecutive days of each trip outside of the United States. The benefit will be subject to a Calendar Year deductible of \$250 and a lifetime maximum benefit of \$50,000.

For the purposes of this benefit, Emergency Care shall mean care needed immediately because of an injury or a Sickness of sudden and unexpected onset.

This rider will remain in force while the certificate is in force unless You ask Us in writing to cancel this rider earlier.

IN WITNESS WHEREOF, United American Insurance Company has issued this rider at its Home Office in McKinney, Texas.

  
**SPECIMEN**  
Secretary

  
**SPECIMEN**  
President

**UNITED AMERICAN INSURANCE COMPANY**  
ADMINISTRATIVE OFFICES: P.O. BOX 8080 \* MCKINNEY, TEXAS 75070

**HOSPICE CARE BENEFIT RIDER**

This rider is made a part of the certificate to which it is attached. It is subject to all provisions, conditions, limitations and exclusions of the certificate, which are not in conflict with those of this rider.

Please keep this rider with Your certificate.

Effective Date: (If other than the Date of Issue of the certificate)

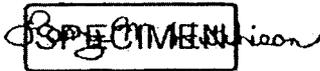
Amount of Premium:

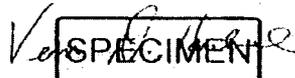
This rider is issued in consideration of the payment of the required premium and in reliance on the statements contained in the application.

We will pay \_\_\_\_\_ of cost sharing for all Part A Medicare eligible hospice care and respite care expenses. We will not pay benefits under this rider for custodial or intermediate level care, or rest cures.

This rider will remain in force while the certificate is in force unless You ask Us in writing to cancel this rider earlier.

IN WITNESS WHEREOF, United American Insurance Company has issued this rider at its Home Office in McKinney, Texas.

  
**SPECIMEN**  
Secretary

  
**SPECIMEN**  
President

CITY OF BRIDGEPORT  
**DEPARTMENT OF NEIGHBORHOOD REVITALIZATION**

MARGARET E. MORTON GOVERNMENT CENTER  
999 BROAD STREET  
BRIDGEPORT, CONNECTICUT 06604



**BILL FINCH**  
Mayor

**DAVID KOORIS**  
OPED Director



**CHRISTOPHER ROSARIO**  
Director of Anti-Blight

**DEBORAH THOMAS-SIMS**  
Director of NRZ

October 29, 2014 Comm. #185-13 (A) New Ordinance Reservoir Neighborhood  
Revitalization Zone Plan Ref'd to Joint Committee  
The Honorable Bridgeport City Council on 11/03/2014.

C/o Office of the City Clerk Comm. #185-13 (B) Reservoir Neighborhood  
45 Lyon Terrace Revitalization Zone Plan Ref'd to Joint  
Bridgeport, CT. 06604 Committee on 11/03/2014.

RE: Reservoir Neighborhood Revitalization Zone Plan  
Joint Referral: Ordinance Committee  
Economic & Community Development & Environmental Committee

Dear Honorable Body,

Enclosed, please find for your review the draft for a Neighborhood Revitalization Plan prepared by the Reservoir Planning Committee. Since the CT General Statutes requires such a plan and its boundaries to be adopted by local ordinance, we are respectively requesting both a joint referral to the Economic & Community Development and Environment Committee and Ordinance Committee as well as your favorable consideration of the Plan and accompanying resolution adopting the required ordinance.

Since 2013, the Reservoir Planning Committee and interested residents, businesses and stakeholders, have met to formulate a comprehensive neighborhood revitalization plan. The public formally will approve the plan during a public hearing to be held in the Reservoir neighborhood, on November 6<sup>th</sup>, 2014.

Also enclosed, please find a draft Resolution of the City Council, adopting the plan as an ordinance, along with the draft ordinance.

Should you have further questions, please contact my office at 576-7765.

Sincerely,

Deborah Thomas Sims  
Director -Office of Neighborhood Revitalization

Cc: Lynn Haig  
Angie R. Staltaro

RECEIVED  
CITY CLERK'S OFFICE  
2014 OCT 29 P 3:28  
ATTEST  
CITY CLERK

## **PROPOSED ORDINANCE**

### **Chapter 8.99 Reservoir Neighborhood Revitalization Zone**

BE IT ORDAINED: By the City Council of the City of Bridgeport that the Bridgeport Municipal Code, Chapter 8.99 is hereby adopted as follows;

#### **8.99.010 Declaration of Policy**

#### **8.99.020 Definitions**

#### **8.99.030 Authority to Implement the Reservoir Neighborhood Revitalization Zone Plan**

#### **8.99.040 Implementation Committee**

#### **8.99.050 Authority to Amend the Reservoir Neighborhood Revitalization Zone Plan**

#### **8.99.060 Authority to Comment on Zoning Applications**

#### **8.99.010 Declaration of Policy**

It is found and declared that there exists, within the Reservoir neighborhood, a significant number of deteriorated property and property that has been foreclosed, is abandoned, blighted, or is substandard or poses a hazard to public safety, and that the existence of such deteriorated, foreclosed, abandoned, blighted, substandard, and hazardous property contributes to the decline of the Reservoir neighborhood. Connecticut General Statute Chapter 118 provides for municipalities to establish a Neighborhood Revitalization Zone to address these issues.

The Reservoir neighborhood has followed the State Statute and has adopted a Reservoir Neighborhood Revitalization Zone Plan. Per Connecticut General Statute Chapter 118, and adopted City Council Resolution 111-95, the Reservoir Neighborhood Revitalization Zone Plan shall be implemented and is hereby recognized.

#### **8.99.020 Definitions**

For the purpose of this chapter, the following words and terms shall have the meanings respectively ascribed as follows:

“Reservoir Neighborhood Revitalization Zone” refers to the legal entity under which The Plan will be implemented and amended as necessary.

“Reservoir Neighborhood Revitalization Zone Plan” refers to the planning document adopted by the Reservoir neighborhood and City Council, as amended. Also referred to as “The Plan.”

“Implementation Committee” refers to the permanent committee of the Reservoir Neighborhood Revitalization Zone that is committed to implementing The Plan.

“Neighborhood Revitalization Zone” refers to a mechanism devised by the State of Connecticut under which the community and government work collaboratively to revitalize neighborhoods. Also referred to as NRZ.

“The Plan” refers to the planning document known as the Reservoir Neighborhood Revitalization Plan.

#### **8.99.030 Authority to Implement the Reservoir Neighborhood Revitalization Zone Plan**

The Reservoir Neighborhood Revitalization Zone bylaws are incorporated as an appendix within the approved Plan, and said organization was the entity under which The Plan was created. The Reservoir Neighborhood Revitalization Zone shall be the responsible entity to implement The Plan.

It is expected the Reservoir Neighborhood Revitalization Zone will need the assistance of various City agencies or departments to implement certain aspects of The Plan, and the City shall provide appropriate assistance as necessary.

The Reservoir Neighborhood Revitalization Zone, through the Implementation Committee, shall abide by the Connecticut General Statutes reporting requirements for NRZ's.

#### **8.99.040 Implementation Committee**

The Reservoir Neighborhood Revitalization Zone shall establish a permanent committee, which is committed to the implementation of The Plan. Such committee shall be representative of the Reservoir neighborhood and include City of Bridgeport representative. Constituencies represented on the Planning Committee of The Plan shall also be represented in the Implementation Committee.

Such Implementation Committee shall abide by the by-laws of the Reservoir Neighborhood Revitalization Zone, but also incorporate the community to the greatest extent possible.

#### **8.99.050 Authority to Amend the Reservoir Neighborhood Revitalization Zone Plan**

As necessary, the Reservoir Neighborhood Revitalization Zone shall amend The Plan. Such amendments to The Plan shall be approved by the Implementation Committee and City Council.

#### **8.99.060 Authority to Comment on Zoning Applications**

The Reservoir NRZ shall receive copies of the legal notices and agendas for all zoning board meetings. These copies shall be sent by the zoning office in a timely fashion so as to allow the NRZ adequate time to review the application within the zoning office prior to the publicized meeting.

The Reservoir NRZ has the authority to submit written comments to the applicable zoning board for any zoning application that is within the NRZ boundaries. These written comments shall be based upon the adherences of the zoning application to the Reservoir NRZ Plan. The zoning boards must consider these written comments during the course of their deliberations on the application.

## **RESERVOIR NEIGHBORHOOD REVITALIZATION ZONE**

**WHEREAS**, The Connecticut State Legislation adopted CGS Section 7-600 through 619, "Neighborhood Revitalization Zones" (The Statute); and

**WHEREAS**, The Statute establishes a model for the economic revitalization of neighborhoods where a significant number of properties are foreclosed, abandoned, blighted, substandard or pose a public safety hazard; and

**WHEREAS**, The Statute contemplates that groups of residents, property owners, and business organizations in particularly distressed neighborhoods will develop strategic plans and work with local, state, and federal governments to revive the area; and

**WHEREAS**, The City of Bridgeport is suffering from foreclosed, abandoned, vacant, and deteriorated properties which have become serious blights in our neighborhoods; and

**WHEREAS**, The Statute allows the municipality to establish one or more Neighborhood Revitalization Zones and authorizes municipalities to rethink government procedures, rules, and regulations in order to build self-reliant communities; and

**WHEREAS**, The City Council, on May 6, 1996, adopted the resolution 111-95 to establish one or more Neighborhood Revitalization Zones and expressed the City's support for their redevelopment through authorities granted to the City by State Statute; and

**NOW, THEREFORE BE IT RESOLVED**, That the Reservoir Neighborhood Revitalization Zone Plan be adopted pursuant to CGS Section 7-600 through 619, and City Council Resolution 111-95; and

**BE IT FURTHER RESOLVED**, That the City Ordinance is amended to reflect this designation in accordance with State Statute.

# RESERVOIR AVENUE NEIGHBORHOOD REVITALIZATION ZONE PLAN



Prepared for  
City of Bridgeport, CT

Prepared by  
BFJ Planning

FINAL DRAFT

February 20, 2014

---

# **RESERVOIR AVENUE NEIGHBORHOOD REVITALIZATION ZONE PLAN**

City of Bridgeport  
Connecticut

Prepared by  
**BFJ Planning**  
115 Fifth Avenue  
New York, NY 10003  
(212) 353-7474  
[www.bfjplanning.com](http://www.bfjplanning.com)

February 20, 2014



**BFJ Planning**

## ACKNOWLEDGEMENTS

This document was developed by the Reservoir Avenue community in partnership with the City of Bridgeport and BFJ Planning as part of the State of Connecticut Office of Policy and Management's Neighborhood Revitalization Zone Program.

### CITY OF BRIDGEPORT

David Kooris, Director, Office of Planning and Economic Development  
Lynn Haig, Senior Planner, Office of Planning and Economic Development  
Deborah Thomas-Sims, Director, Office of Neighborhood Revitalization  
Angie Staltaro, Office of Neighborhood Revitalization

### RESERVOIR AVENUE NRZ PLANNING COMMITTEE

Audrey Barr, Chairperson      Linda Christie, Vice Chairperson      Traevon Bohannon, Secretary  
Richard Barr  
Deborah Dennis  
Steven Ferreira  
Joyce Hooks  
Ann Rogers  
Kimora Rogers  
Julia Samuel

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A special thanks to all the stakeholders and residents of the Reservoir Avenue neighborhood who contributed to the development of this plan:

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Monique Bosch	Stephen Eaton	Tayanira Martinez	Tina Ruff
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Martha Brown	Delores Ebron	Miguel Mauro	Carmen Rumey
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Kathrina Callum	Joseph Etchell	Izeta McIntosh	Jessenia Santana
Mary Cameron	Michael Fernandez	June McClendon	Anthony Santicapita
Rev. John Carswel	Gwen Ferris	Curtis McNair	Principal Deborah Santicapita
Jenny Carter	Mattie Fleming	Principal Dyrene Meekins	Beth Sao
Deborah Caviness	Marie Franco	Bobbie Mills	Betty Scott
Vidal Cifredo	Rosendo Franco	Josefina Momata	Deidre Smith
Camille Clairmence	Leida Garcia	Diego Moreno	Harriet Smith
Morgan Clarke	Janice Gay	Willie Murphy	Alice Sneed
Sonji Clark	Tiffani Green	Laila Oman	Charlie Stallworth
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Steven Crenshaw	James Harp	Tanya Peeples	Iris Villafane
Laveshna Crumpton	Jackie Holiday	Stephanie Perez	Axsie Warrell
Rick Cruz	Dana Humphrey	Captain Roderick Porter	Leigh Warrington
Lee Danufor	Barry Jackson	Louvenia Pugh	Beatrice Washington
Craig Davis	Linda Jackson	Officer Roger Reid	William Washington, Jr.
Leroy Davis	Margaret Janvier	Julio Reinoso	Dennis Williams
Deborah Delrish			

***“Never doubt that a small group of thoughtful, committed citizens can change the world; indeed, it’s the only thing that ever has.”***

**- Margaret Mead**

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- Chart 1: Housing Value of Owner-Occupied Units
- Chart 2: Change in Population by Age, 2000-2010
- Chart 3: Population by Race/Ethnicity, 2000 and 2010
- Chart 4: Change in Educational Attainment, 2000-2010
- Chart 5: NRZ Schools' Proficiency Level by Subject

# 1.0 INTRODUCTION

## 1.1 BACKGROUND AND HISTORY

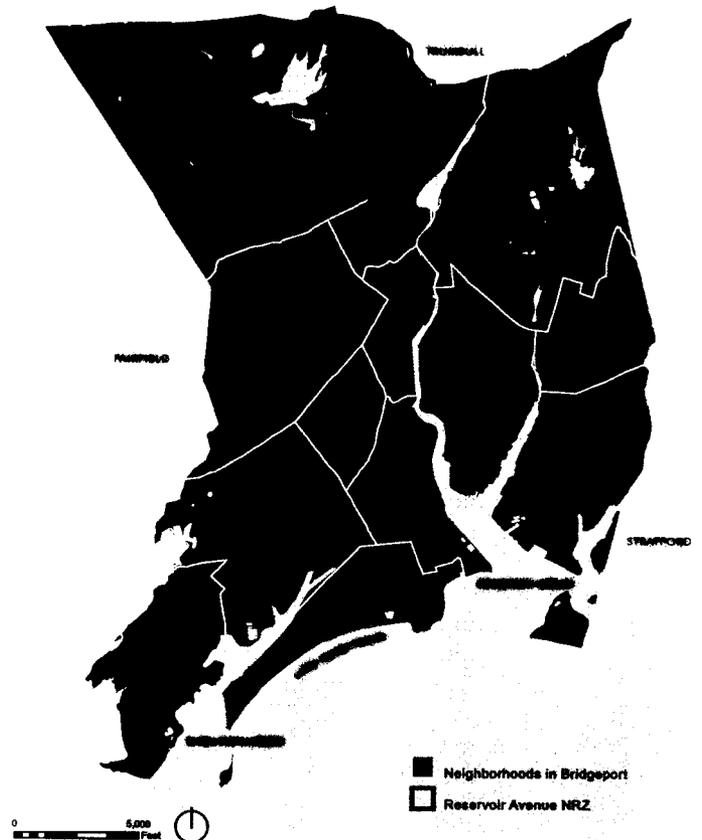
In 1995, An Act Establishing a Neighborhood Revitalization Zone (NRZ) Process (P.A. 95-340) was passed by the Connecticut General Assembly and signed into law by Governor Rowland. This law — the first of its kind in the nation — established a collaborative process for communities to work with all levels of government to revitalize neighborhoods. NRZs represent a new kind of partnership and cooperation between local communities and government which shifts the leadership of the planning process to the neighborhood level.

In the City of Bridgeport, an NRZ is established by a resolution of the City Council. The City then works in partnership with the neighborhood to develop a neighborhood revitalization plan. As shown in Figures 1 and 2, the Reservoir Avenue NRZ is bounded by Old Town Road to the north, Seltsam Road to the east, the Park Cemetery to the south and Chopsey Hill Road to the west. Within these boundaries is a committed community of homeowners, resident leaders and community organizations who, working with the City of Bridgeport and its consultants, BFJ Planning, have put together this plan outlining their vision for the future of their neighborhood. Through the planning process, the Reservoir Avenue NRZ has begun to organize and build the capacity of its residents who have created this plan and who will work with the City, the Bridgeport Housing Authority and other stakeholders and community organizations to implement its recommendations. This plan will serve as the blueprint for how the NRZ can and will address the challenges it currently faces and become a safe, healthy and beautiful neighborhood.

The Reservoir Avenue NRZ planning process began in June 2013 with a kick-off workshop at the Wilbur Cross School. Over the course of the summer and through the fall, stakeholders were invited to attend numerous workshops and meetings to discuss neighborhood assets and challenges and start to imagine a vision for the future. Through this process a group of community leaders emerged who took on a lead role in the planning process and were formally elected as the NRZ's Planning Committee.

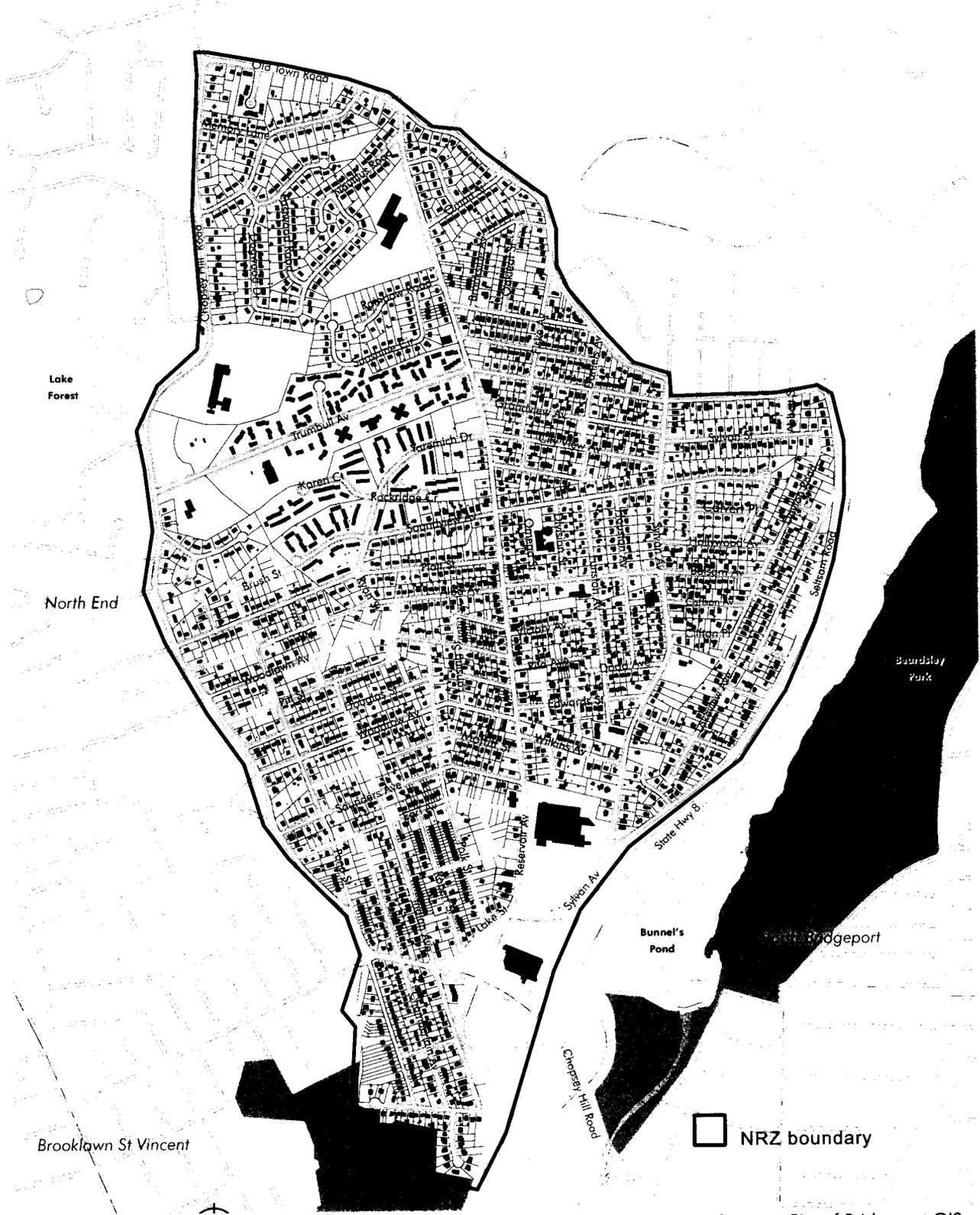
The Planning Committee along with other involved residents and organizations worked closely with the City and its consultants to develop this Reservoir Avenue NRZ Plan. The Plan lays out a comprehensive strategy for community revitalization that addresses the inter-related program/service needs and physical improvements necessary for achieving the community's vision for its future.

**Figure 1: Reservoir Avenue Neighborhood**



Source: City of Bridgeport

Figure 2: Neighborhood Boundary Map



Source: City of Bridgeport GIS

## 1.2 PLANNING PROCESS/COMMUNITY PARTICIPATION

Through the plan development process the Reservoir Avenue NRZ has evolved from a zone designated on a map into a community of committed residents, business owners, stakeholders and community organizations. Following the adoption of this plan, the NRZ will be responsible for continuing to organize the Reservoir community to work with the City of Bridgeport and other public, private and non-profit partners to implement this plan and revitalize the neighborhood.

*How did the Reservoir Avenue neighborhood achieve this important milestone?*

Between the launch of the NRZ in June 2013 through the adoption of the NRZ Plan in 2014, the City of Bridgeport organized a series of public meetings and community workshops, reached out to and met with community stakeholders and organized a Planning Committee who were formally elected by the community to work in partnership with the City to prepare this NRZ Plan. This process, described below, was key to beginning to build neighborhood capacity, encourage emergent community leaders and prepare the neighborhood for the work ahead which is necessary to implement this plan.

### Public Meetings and Workshops

The NRZ was launched with a kickoff meeting at the Wilbur Cross Elementary School on June 19, 2013. The purpose of the meeting was to introduce the idea of preparing a neighborhood plan to the public and to begin to gather community support for and involvement in the process. At the kickoff meeting residents discussed their vision for the future of the neighborhood and began to identify strengths and challenges. A week later on June 26th the City hosted a bus tour of the NRZ and invited residents and stakeholders to tour the neighborhood and look together at needs and opportunities in the NRZ. Following the bus tour, the City and its consultants began to organize some of these initial observations, as shown on Figure 3, identifying issues including the need for more lighting, new sidewalks, street repairs, property maintenance and addressing loitering and safety. Key assets including Bridgeport Family Health center, Police Community Services, Reservoir Community Farm, neighborhood schools and the high rate of homeownership in the neighborhood were also identified.

The City then hosted a planning workshop on July 24th to review and refine the previous visioning work in order to determine more concrete goals for the neighborhood and specific changes that residents would like to see. This workshop concluded with participants discussing and voting on the most important changes that needed to occur in the neighborhood. Among the highest ranked issues were to improve



Community Kick-Off Meeting- June 19, 2013



Community Kick-Off Meeting- June 19, 2013



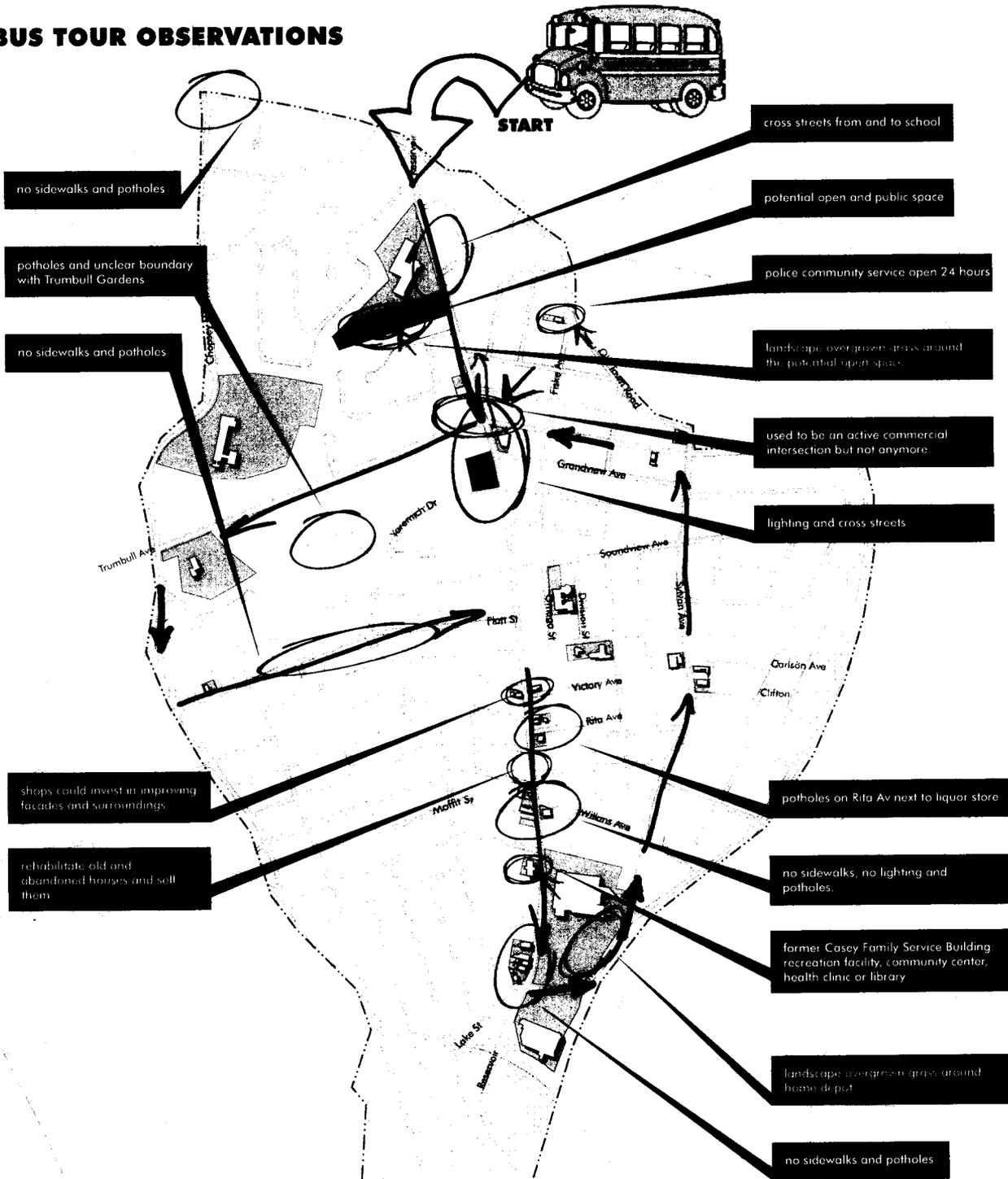
Bus Tour- June 26, 2013



Trumbull Gardens Resident Council Meeting-  
September 19, 2013

Figure 3: Bus Tour Map

**BUS TOUR OBSERVATIONS**



**Types of Observations:**  
**Physical Infrastructure**  
**Community Improvements**  
**Deterioration**

safety, provide programs and services in the community- particularly after school activities for young people- and the need to repair and improve physical infrastructure including sidewalks, lighting and roadways.

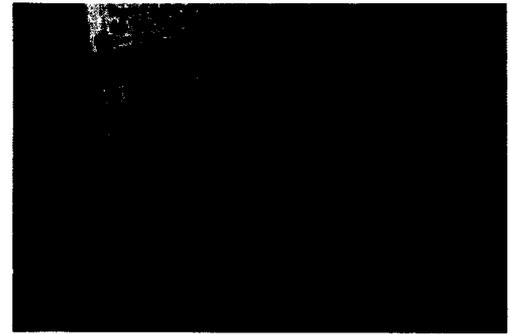
At the conclusion of the workshop there was an open discussion of one of the neighborhood's biggest challenges- the Trumbull Gardens public housing development. Workshop participants discussed crime and related safety issues in and around Trumbull Gardens and the need to improve both the quality of the housing on the site and the programs offered to residents. An important issue raised during this discussion was the need to involve Trumbull Gardens residents in the NRZ planning process. It was noted that Trumbull Gardens residents had not been active participants in the NRZ workshops to date and that a concerted effort should be made to reach out to the Trumbull Gardens community and engage residents in the conversation about the NRZ.

Responding to this concern, a special meeting with the Trumbull Gardens Resident Council was held on September 19th. At the meeting residents discussed many issues and concerns and expressed a feeling of being isolated from the rest of the Reservoir Avenue neighborhood. The discussion centered largely on two topics: safety and property maintenance. Safety is a significant concern for Trumbull Gardens residents. Residents feel unsafe being outside within the complex. There was universal agreement that the introduction of foot patrols paid for by the Housing Authority with City of Bridgeport police officers on the site in the summer of 2013 had a significant positive impact on residents' feelings of safety at Trumbull Gardens. Many residents stated that they would only venture outside their apartments when the patrolmen were present. As part of the discussion of safety issues, residents asked that police officers continue to patrol the site on foot and that surveillance cameras be installed in lobbies and elevators. With regard to property maintenance, residents noted that the buildings on the property are in poor condition with broken elevators, loose stairs, poor lighting and trash throughout the complex.

It was noted that the Bridgeport Housing Authority recognizes the significant safety and maintenance concerns on the Trumbull Gardens site. In the long term the Housing Authority intends to redevelop the property into a modern, mixed-income community that better serves residents' needs. In the interim, however, short-medium term solutions to pressing safety and property maintenance issues must be addressed.



*Public workshop- July 24, 2013*



*Public workshop- July 24, 2013*



*Community Planning Workshop-  
October 19, 2013*



*Community Planning Workshop-  
October 19, 2013*

### Community Planning Workshop

The City hosted a full day community planning workshop on Saturday, October 19th at the Wilbur Cross Elementary School. The workshop was a tremendous success with approximately 80 residents, business owners, community organizations and stakeholders in attendance. The workshop began with a welcome by the City's Deputy Director for Planning and Economic Development, Ginnie-Rae Clay, and a song by children from the Hallen Elementary School, which is located in the Reservoir Avenue neighborhood. Three work sessions were held over the course of the day as well as a children's workshop, where over 50 children worked on their vision for the future of their neighborhood.

The adult sessions addressed key topics that had emerged in the previously described meetings held over the course of the summer and early fall, as detailed below. The outcome of these discussions informed the development of the vision for the future of the neighborhood and the specific projects and programs that are outlined in this NRZ Plan.

- Session 1: A Safe, Healthy Neighborhood

During this session participants broke out into groups to discuss one of the following three topics- neighborhood safety, programs & services, and neighborhood character & property maintenance. Following the group discussions each table reported their findings back to the larger group.

- Session 2: How is Your Neighborhood Looking?

This session focused on discussing ideas for improving the way that the Reservoir Avenue corridor looks and functions. Participants broke into smaller groups to discuss design and infrastructure at three specific locations along the Reservoir Avenue Corridor- Trumbull Avenue, Woodlawn Avenue and Sylvan Avenue. Topics covered included streetscape improvements such as sidewalks, lighting, bus shelters, street furniture and landscaping, improvements to storefronts and parking areas and ways to create and activate public spaces in the neighborhood.

- Session 3: Trumbull Avenue

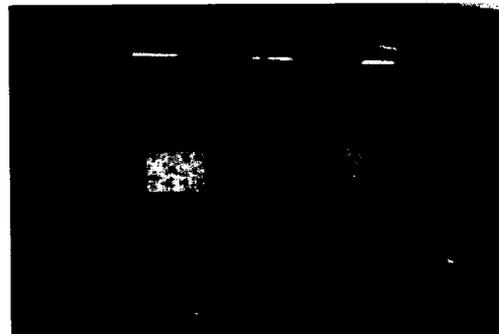
The final session of the day focused on Trumbull Avenue. The session began with a presentation by the Bridgeport Housing Authority on best practices in public housing design and a conversation on what good public and mixed-income housing design can and should look like. This presentation was followed by a discussion of needs and concerns with regard to Trumbull Avenue, how Trumbull Avenue can become more connected to the Reservoir Avenue neighborhood and ideas for short and longer term solutions for the Trumbull Gardens property.



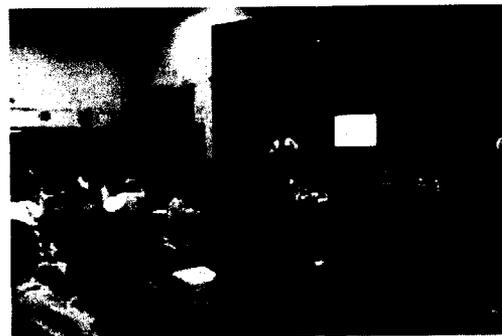
Community Planning Workshop-  
October 19, 2013



Community Planning Workshop-  
October 19, 2013



Community Planning Workshop-  
October 19, 2013



Community Planning Workshop-  
October 19, 2013

While the adults were in the first two sessions, the children participated in their own visioning session on what a happy, healthy neighborhood should be like. They heard a children's book about how we plan for a neighborhood and created a mural illustrating their vision for the future of the Reservoir Avenue community. The children presented their mural to the adults at the end of the second work session.

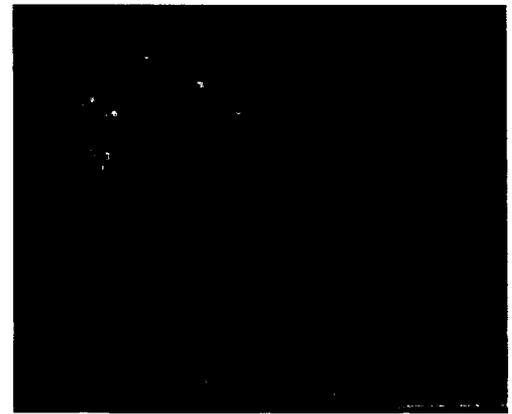
The participation of the singers from the Hallen Elementary School at the start of the workshop and the presentation of the children's artwork in the early afternoon had a significant positive effect on the tone of the entire day. It helped all of us stay focused on the positive future that we want to achieve and helped move the conversation forward from what is wrong about the neighborhood to how we can build on our assets to create a better future for our children.

As a follow up to the Community Planning Workshop the NRZ hosted a final public workshop on the NRZ Plan on December 12th. The purpose of this final workshop was to review the findings from the October 19th Community Planning workshop and discuss specific projects and implementation strategies to achieve the NRZ's vision for its future. At this workshop residents discussed specific projects that should be undertaken to address the major neighborhood issues identified through the planning process- enhancing public safety, improving and coordinating programs and services available to neighborhood residents and improving the way the Reservoir Avenue corridor looks and functions.

## Stakeholder Meetings

As part of the planning process the City and its consultants met with numerous neighborhood stakeholders to better understand neighborhood challenges and opportunities. These meetings were an important first step in identifying the community partners who will be critical to the implementation of this NRZ Plan and understanding the work they do and the obstacles they face. These meetings included conversations with the following organizations and individuals:

- Bridgeport Housing Authority
  - Sharon Ebert and Sharon Lee, Development Office
  - Kate Kelly and Craig Davis, Resident Services
- Bridgeport Police Community Services, Captain Roderick Porter
- Trumbull Gardens Resident Council, Karen Bracey
- Wilbur Cross School, Principal Meekins
- Hallen School, Principal Santacapita
- Park City Magnet School, Principal Callahan
- Lighthouse, Tammy Pappa



*Community Planning Workshop:  
Children's Workshop- October 19, 2013*



*Community Planning Workshop: Children's  
Workshop- October 19, 2013*



*Community Planning Workshop: Children's  
Workshop- October 19, 2013*

What we found through conversations with these stakeholders was that there are already a lot of people doing a lot of great work in the Reservoir Avenue neighborhood. However, there is a lack of coordination between different programs and services in the neighborhood as well as misconceptions about what is being offered, by who, where and why. These meetings were an important first step in recognizing the good work that is already going on in the neighborhood and beginning the discussion of ways that community partners can work together to leverage existing resources.

### **The Planning Committee**

The Planning Committee is comprised of a group of community leaders elected by their peers to lead the development of the Neighborhood Revitalization Zone Plan. This group of leaders emerged through the planning process and is comprised of individuals who are committed to the revitalization of the Reservoir Avenue neighborhood. The Planning Committee has been instrumental in the creation of this NRZ Plan and has worked closely with the City and its consultants to create a plan document that provides a road map for the revitalization of the neighborhood.

The Planning Committee was formally elected on September 11, 2013 and includes the following members:

- Audrey Barr, Chairperson
- Linda Christie, Vice Chairperson
- Traevon Bohannon, Secretary
- Richard Barr
- Deborah Dennis
- Steven Ferreira
- Joyce Hooks
- Ann Rogers
- Kimora Rogers
- Julia Samuel

One of the first official acts of the Planning Committee was to adopt by-laws that will govern the NRZ. These by-laws define the mission and membership of the Planning Committee. Following the adoption of this NRZ Plan by the Bridgeport City Council, the Planning Committee will be dissolved and an Implementation Committee will be elected to carry out the revitalization projects outlined in Section 4 of this Plan. According to the NRZ bylaws, the Implementation Committee will become a 501(c)(3) tax exempt organization to be created to carry out the NRZ Plan.



### 1.3 THE NRZ'S VISION: ADDRESSING CHALLENGES AND PLANNING FOR THE FUTURE

The Reservoir Avenue Neighborhood Revitalization Zone (NRZ) is a strong residential community of committed neighbors and stakeholders who have contributed substantial time and energy to the development of this NRZ Plan. Through the planning process they have identified neighborhood strengths and challenges and created an actionable strategic plan for community revitalization that outlines clear, achievable projects that the NRZ, the City of Bridgeport and their public, private and non-profit partners must work together to implement.

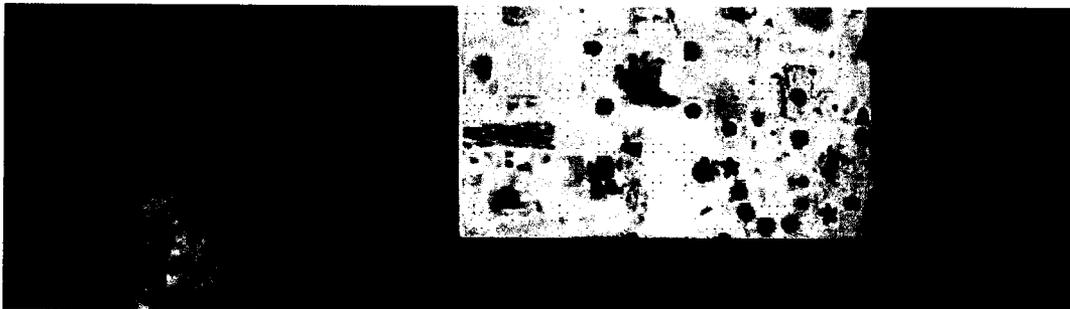
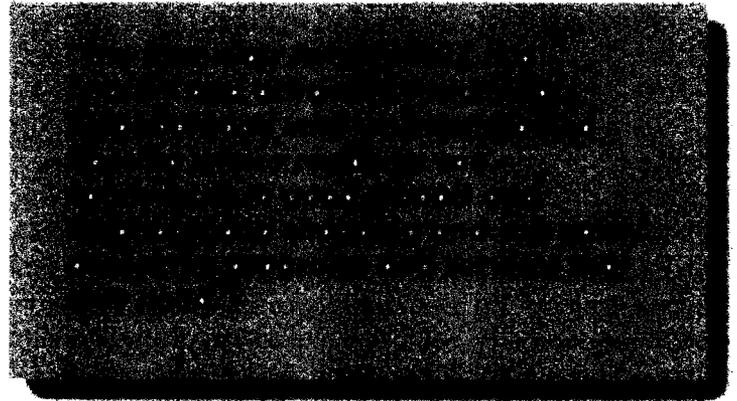
The vision for the future of the NRZ builds on the neighborhood's strengths, including its committed residents and community organizations, existing programs and service providers and well established residential neighborhood to address pressing challenges identified by the community. These challenges include neighborhood safety, access to programs and services and the neighborhood's physical infrastructure.

**Neighborhood safety:** There is a high level of crime in the community and many residents do not feel safe walking outside in the neighborhood, particularly on Reservoir and Trumbull Avenues.

**Access to programs and services:** While there are many institutions in the neighborhood that are providing important community services including schools, churches and after school programs, there is a lack of coordination between service providers and there are gaps between the services that people need and the programs that are offered.

**Physical infrastructure:** Many homes and storefronts in the neighborhood are in need of improvement; sidewalks are lacking or in poor condition in many key locations, particularly along Reservoir & Seltsam Avenues. The neighborhood lacks open space/parkland and there are no bus shelters or trash cans along the neighborhood's bus route.

The vision for the future of the NRZ is to improve safety, to provide residents with access to the programs and services they need to foster their well being and to make the neighborhood an attractive, pedestrian friendly community with well maintained sidewalks, lighting, landscaping and buildings. This vision is captured in the following vision statement, which will serve as the mission of the NRZ in its work to revitalize the community:



Community Planning Workshop- October 19, 2013, Children's Workshop Visioning

## 2.0 THE RESERVOIR AVENUE NRZ TODAY

### 2.1 STUDY AREA BOUNDARY

The Reservoir Avenue neighborhood is comprised of 2,570 parcels, covering approximately 1.1 square miles. The neighborhood is located in the northern portion of the City of Bridgeport and is bounded by Old Town Road to the north, Seltsam Road to the east, the Park Cemetery to the south and Chopsey Hill Road to the west. Surrounding neighborhoods include the North End, Brooklawn/St. Vincent, Enterprise Zone and North Bridgeport. The Reservoir Avenue NRZ boundary includes Census Tracts 728 and 729.

### 2.2 LAND USE

The majority of land in the Reservoir Avenue neighborhood is residential- 63 percent of land area is composed of single family homes, six percent is 2-4 family residences and nine percent is multifamily housing (see Table 1 and Figure 4). Commercial land uses are concentrated along the Reservoir Avenue corridor and account for five percent of the neighborhood's land area. There is virtually no open space within the community with the exception of playgrounds at the neighborhood schools and underutilized playing fields on the Trumbull Gardens property.

According to the 2007-2011 American Community Survey, of the total 3,640 housing units in the neighborhood, 95 percent are occupied. The neighborhood's homeownership rate is 69.9 percent; 41 percent of owner-occupied homes are valued between \$200k and \$299k, as shown in Chart 1.

Table 1: Land Use

#### Non-Residential Uses

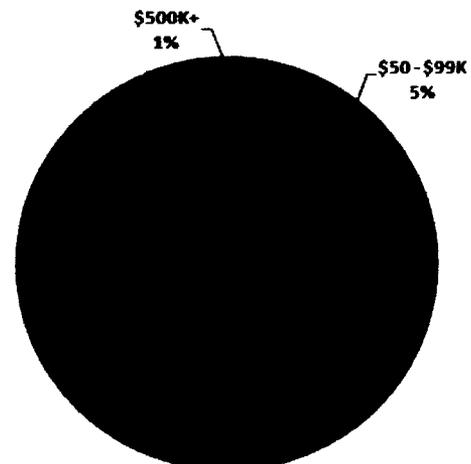
Land Use	Acres	%
1 family	342.1	63%
2-4 Family	38.4	6%
5+ family	51.5	9%
Commercial	25.5	5%
Heavy Industrial	0.2	0%
Institutional	36.0	7%
Light Industrial	0.2	0%
Mixed use	0.8	0%
Open Space	1.4	0%
Parks and Recreation	4.1	1%
Utilities	13.1	2%
Vacant	36.3	7%
<b>Grand Total</b>	<b>543.6</b>	<b>100%</b>

Source: City of Bridgeport

### Residential Uses

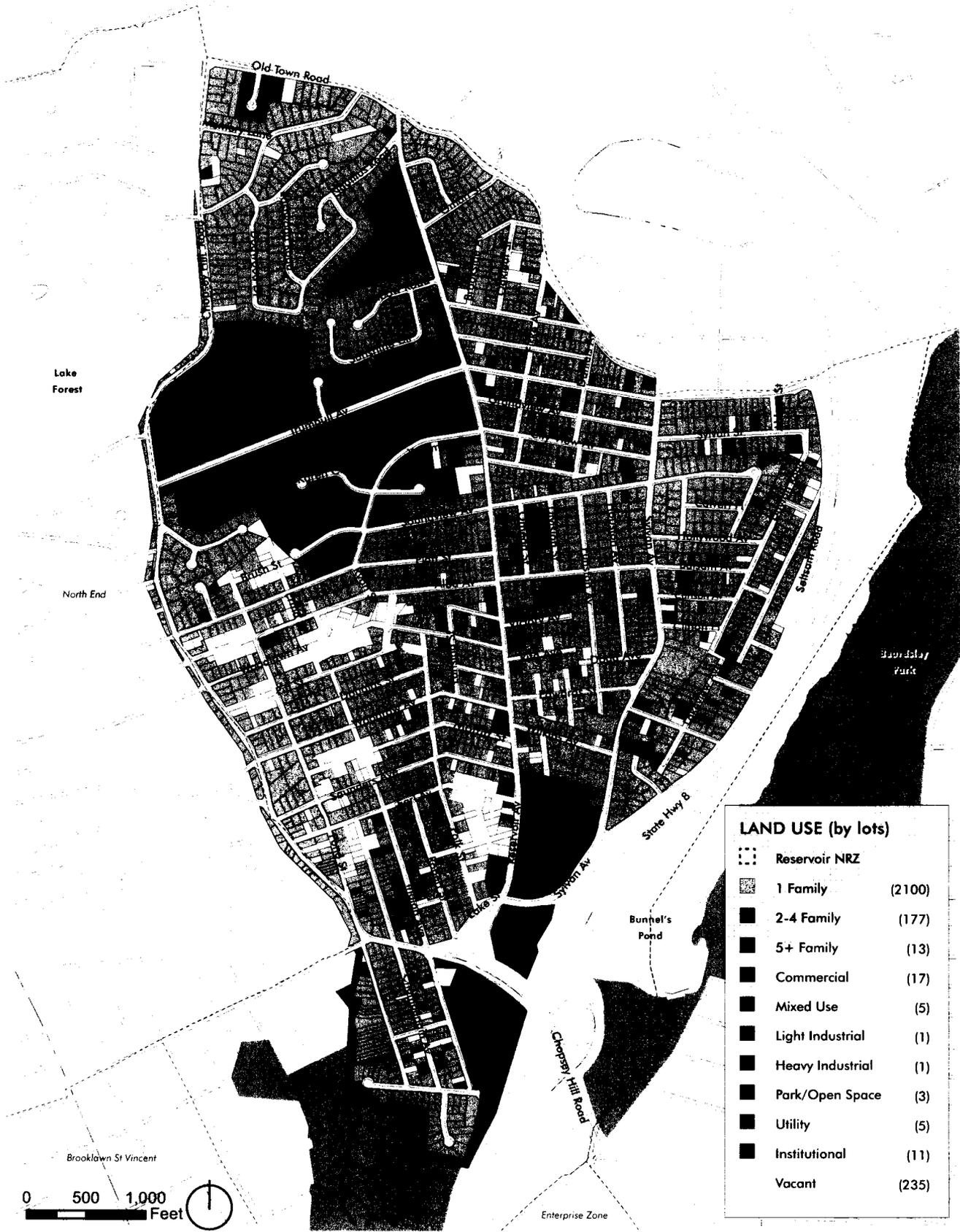
The neighborhood's single family homes are typically 2 to 2.5 story detached residences on parcels 1/4 acre or smaller. Multifamily housing is generally concentrated in the area of Trumbull Avenue and Yaremich Drive and includes the privately-owned Stone Ridge coops on Karen Court and Trumbull Gardens on Trumbull Avenue. Other multifamily buildings are scattered within single family neighborhoods. Trumbull Gardens on Trumbull Avenue is the most densely developed housing in the Reservoir neighborhood. Owned and operated by the Bridgeport Housing Authority it contains a total of 402 units within 55 garden apartment buildings and two 8-story high-rise buildings.

Chart 1: Housing Value of Owner-Occupied Units



Source: American Community Survey, 2007-2011

Figure 4: Land Use Map



Source: City of Bridgeport

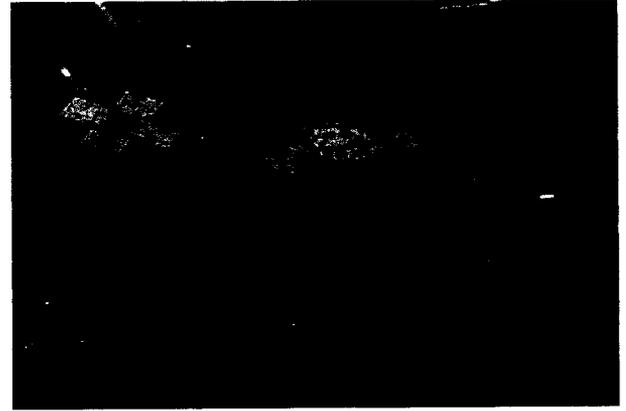
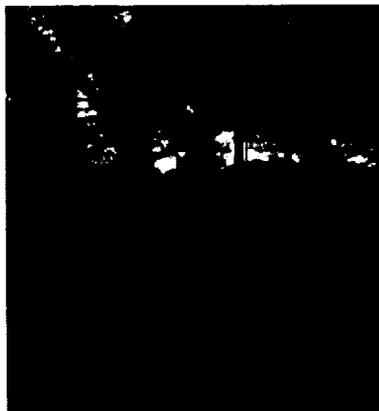
Residential Uses



*Single-family homes*



*Multi-family homes*



*Trumbull Gardens*

### **Commercial Uses**

Non-residential uses are shown in Figure 5. Reservoir Avenue is the NRZ's commercial corridor. Commercial, institutional and office uses are located along Reservoir with a major commercial shopping center at the neighborhood's southern gateway at the intersection of Reservoir and Sylvan Avenues (see Figure 4). This commercial area includes the 55,000 square foot Food Bazaar and a 140,000 square foot Home Depot, Sunnyside Motel and some light industrial uses.

North of this shopping center commercial uses are scattered throughout the corridor and mainly include convenience stores, delis, small food establishments and liquor stores. Most of these stores have limited or no off-street parking. Other notable commercial uses on Reservoir Avenue include a car dealership and a vacant 15,000 square foot office building, formerly occupied by Casey Family Services.

### **Institutions**

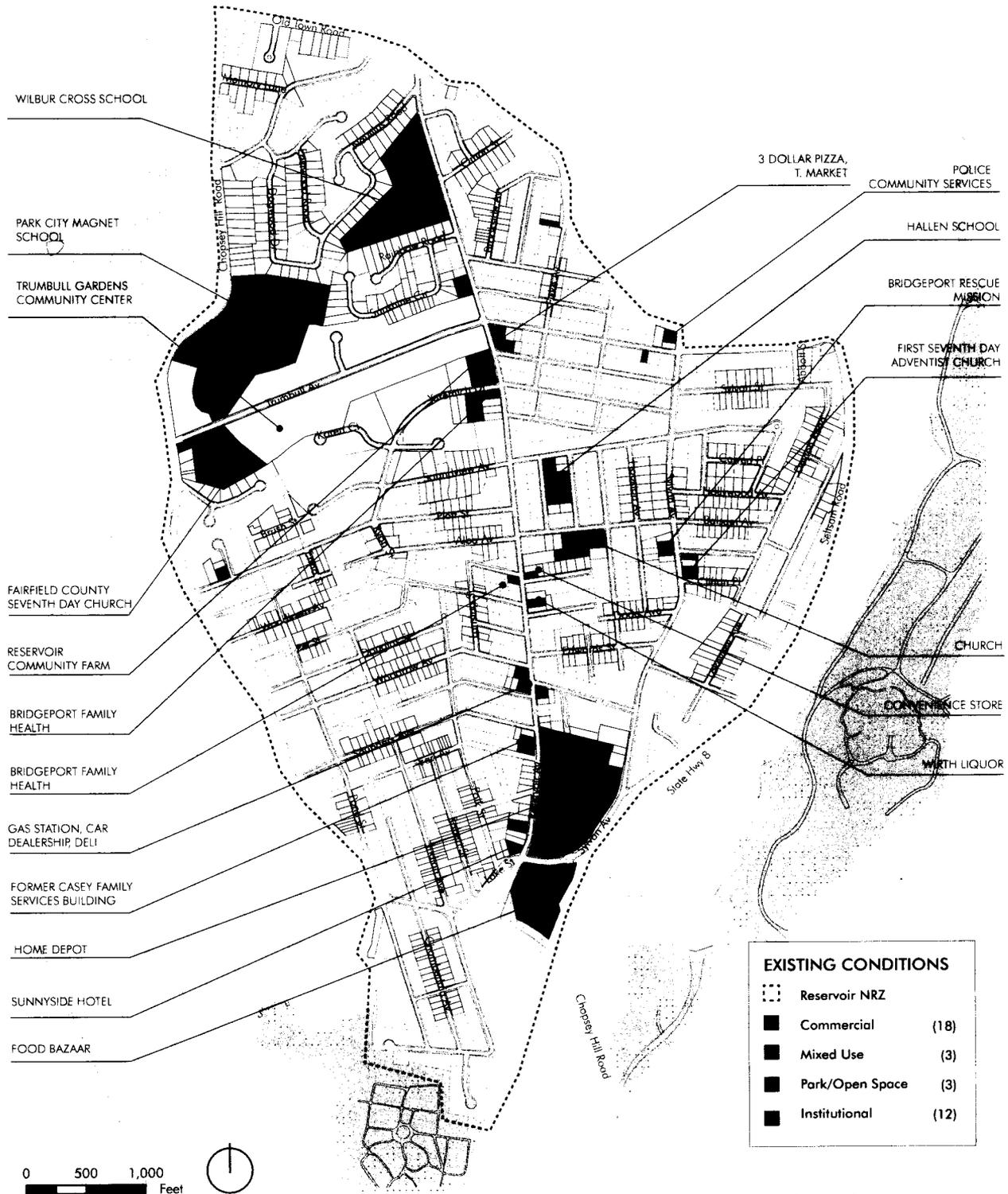
The Reservoir neighborhood has a number of institutional uses including schools, churches and community organizations. As shown on Figure 4 there are three public schools within the NRZ boundary; two neighborhood schools- Wilbur Cross School (Pre K- 8th grade) and the Hallen School (Pre K- 6th grade)- and one magnet school, which draws students from across Bridgeport- Park City Magnet School (K-8th grade). There is also a private school, the Fairfield County Seventh Day Adventist School. The Hallen and Park City Magnet Schools offer after school programming through the City of Bridgeport's Lighthouse program. Wilbur Cross students are eligible to attend Lighthouse at the Hallen School.

There are several churches in the neighborhood including Fairfield County Seventh Day Adventist Church, Pentecostal Church, Life Changing Ministries, Iglesia Adventista Del Septimo Dia, Our Lady of Good Counsel and Mt. Sinai Baptist Church. The Bridgeport Police Department's Office of Community Services has a Community Services station within the NRZ at the intersection of Sylvan Avenue and Old Town Road. Police Community Services oversees a variety of programs including neighborhood block watches, Police Explorers, the senior citizens silver crime patrol and the D.A.R.E. drug prevention program. There is family health clinic located in the heart of the neighborhood at the intersection of Reservoir Avenue and Yaremich Drive and there is a community center located on the Trumbull Gardens property, which provides recreation programs through the Bridgeport Housing Authority. Other community organizations in the neighborhood include the North End Neighborhood Council and North End Progressive Seniors, as well as Bayview, a little known meeting place for educators.

### **Parks and Open Space**

As previously mentioned, there is a lack of open space in the Reservoir neighborhood. The three public schools each have a small playground and there is a playground area and playing fields on the Trumbull Gardens property, but there are no parks or public open spaces within the NRZ. The school playgrounds are hardscapes with playground equipment and the playground and fields at Trumbull Gardens are not well maintained and are generally considered unsafe by residents. There are no parks or green open space areas within the neighborhood. While the City's Beardsley Park is located just east of the Reservoir NRZ, it is effectively cut off from the neighborhood by the multilane Route 8/25 roadway. The one active green space in the neighborhood is the Reservoir Community Farm, a 1.5 acre working urban farm located at the corner of Reservoir Avenue and Yaremich Drive. Opened in 2013 by the Green Village Initiative (GVI) with the support of the City of Bridgeport, the farm is staffed by college and high school interns under the direction of GVI and provides fresh produce to Bridgeport Public Schools cafeterias. The farm also offers plots to residents, has a Saturday farm stand and offers \$5 harvest boxes to the community.

**Figure 5: Non-Residential Uses**



Source: City of Bridgeport GIS

## Commercial Uses

*Commercial area at Reservoir and Sylvan Avenues/Gateway to Reservoir NRZ*



*Home Depot*



*Food Bazar*



*Sunnyside Hotel*

*Neighborhood commercial along Reservoir Avenue*



*Three Dollar Pizza/T Market*



*Convenience Store*



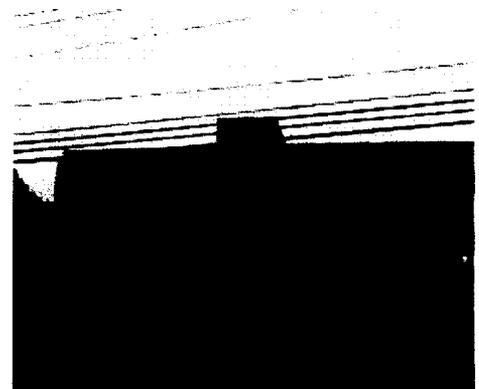
*Wirth Liquor*



*Deli*



*Car dealership*



*Former Casey Family Services Building*

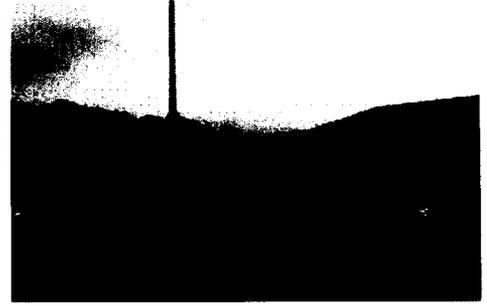
Institutional Uses and Open Space



*Wilbur Cross School*



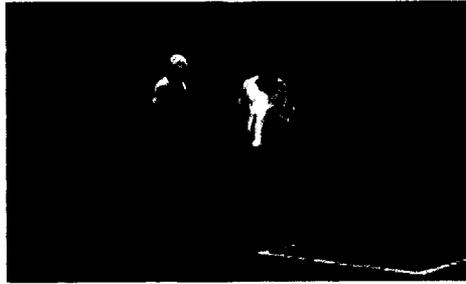
*Hallen School*



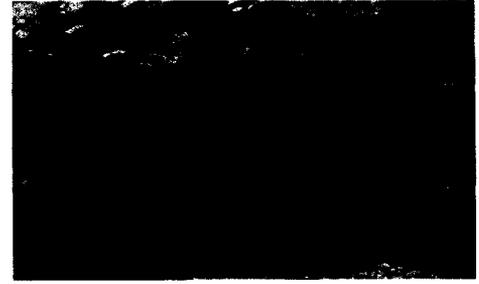
*Park City Magnet School*



*Police Community Services*



*Reservoir Community Farm*



*Sylvan Recovery Center*



*Bridgeport Family Health*



*Our Lady of Good Counsel Church*



*Iglesia Adventista Del Septimo Dia*

## 2.3 ZONING

### Introduction

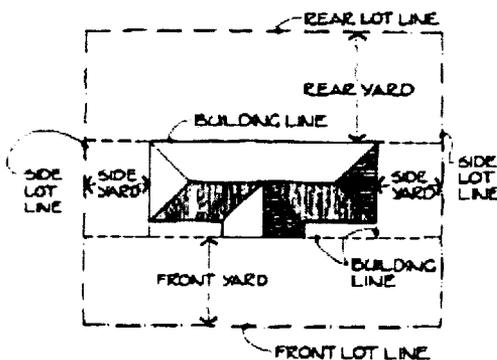
Zoning regulates the use and size of buildings within the city as well as the location of buildings on a lot. It tells property owners what kinds of uses are allowed on a property, how wide and tall buildings can be and how far back a building must be set from the street and adjacent properties, as shown on Figure 6. Zoning also describes requirements for parking, landscaping and signage and can sometimes address related issues of building and site design.

In Bridgeport's Zoning Code, there are two different types of uses that are described for each zone: permitted uses and special permit uses. Permitted uses are those uses that are allowed as-of-right in the zone. Special permit uses are uses that are allowed as long as certain standards that are described in the code are met.

The City's Zoning Map shows the different zoning districts within Bridgeport and where they are located (see Figure 7). The City of Bridgeport is divided into six basic zoning categories:

- Residential
- Office-retail
- Mixed-use
- Downtown
- Industrial
- Zoological park

**Figure 6: Zoning Illustration**



Source: Michael Davidson & Fay Dolnick, *Glossary of Planning and Development Terms*, American Planning Association, 1999

The City's zoning districts each fall within one of these categories and are differentiated by the density of development that they allow. For example, Bridgeport has five residential zoning categories: Residential AA, Residential A, Residential BB, Residential B, and Residential C. The difference between these zones is the density of development that they allow. Residential A allows single family housing, Residential B allows one and two-family dwellings and Residential C allows one, two and three family dwellings as well as multifamily housing.

### Reservoir Avenue Neighborhood Zoning

There are five different zoning districts mapped in the Reservoir Avenue neighborhood, as shown on Table 2. The majority of the NRZ is zoned Residential A, which permits low density, single family homes. The southern portion of the neighborhood south of Saunders Avenue is zoned Residential B, which permits one and two family homes. The Trumbull Gardens property and two other smaller parcels- one at Funston and Sylvan Avenues and the other at Old Town Road and Red Oak Lane- are zoned R-C, which permits high density multifamily residences.

There is limited commercial zoning within the NRZ. The parcels at the northwestern corner of Reservoir Avenue and Yaremich Drive, which include the Reservoir Community Farm, and the commercial property at the corner of Reservoir and Trumbull Avenue, which include T-Market and Three Dollar Pizza, are zoned Office Retail (OR). This zone permits office and retail uses as well as community centers, daycares and parks/open space. The other commercially zoned area in the NRZ is the regional commercial center at the southern boundary of the study area, which is zoned Office Retail-Regional (OR-R) and includes Home Depot, Food Bazaar, Sunnyside Motel and some light industrial and residential uses between Sylvan Avenue and Polk Street. This zone permits regional scale office, retail uses and wholesale trade, as well as community facilities, daycares and parks/open space.

Figure 7: Zoning Map



Source: City of Bridgeport

CITY OF BRIDGEPORT  
**DEPARTMENT OF NEIGHBORHOOD REVITALIZATION**  
MARGARET E. MORTON GOVERNMENT CENTER  
999 BROAD STREET  
BRIDGEPORT, CONNECTICUT 06604

**BILL FINCH**  
Mayor

**DAVID KOORIS**  
OPED Director



**CHRISTOPHER ROSARIO**  
Director of Anti-Blight

**DEBORAH THOMAS-SIMS**  
Director of NRZ

Comm. #186-13 Referred to ECD&E Committee on 11/3/2014

October 29, 2014

The Honorable Common Council  
c/o City Clerk's Office  
45 Lyon Terrace  
Bridgeport, CT 06604

RE: Reservoir Neighborhood Revitalization Zone-By-laws and Boundaries  
Economic & Community Development & Environmental Committee

Dear Honorable Body,

Enclosed, please find for your review, the By-laws and Boundaries for the Reservoir Neighborhood Revitalization Zone., which was prepared by the Reservoir Planning Committee. Since the CT General Statutes requires that the boundaries and by-laws be adopted by local ordinance, we are respectively requesting both a referral to the Economic & Community Development and Environment Committee, as well as, your favorable consideration of the boundaries and by-laws.

Since 2013, the Reservoir Planning Committee and interested residents, businesses and stakeholders, have met to formulate a comprehensive neighborhood revitalization plan. The Planning Committee has formally approved the Reservoir boundaries and their by-laws; copies are attached.

Should you have further questions, please contact my office at 203-576-7765

Sincerely,

Deborah Thomas Sims  
Director, Office of Neighborhood Revitalization

Cc: Lynn Haig  
Angie R. Staltaro

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ATTEST  
CITY CLERK

## **RESERVOIR NEIGHBORHOOD REVITALIZATION ZONE**

**WHEREAS**, The Connecticut State Legislation adopted CGS Section 7-600 through 619, "Neighborhood Revitalization Zones" (The Statute); and

**WHEREAS**, The Statute establishes a model for the economic revitalization of neighborhoods where a significant number of properties are foreclosed, abandoned, blighted, substandard or pose a public safety hazard; and

**WHEREAS**, The Statute contemplates that groups of residents, property owners, and business organizations in particularly distressed neighborhoods will develop strategic plans and work with local, state, and federal governments to revive the area; and

**WHEREAS**, The City of Bridgeport is suffering from foreclosed, abandoned, vacant, and deteriorated properties which have become serious blights in our neighborhoods; and

**WHEREAS**, The Statute allows the municipality to establish one or more Neighborhood Revitalization Zones and authorizes municipalities to rethink government procedures, rules, and regulations in order to build self-reliant communities; and

**WHEREAS**, The City Council, on May 6, 1996, adopted the resolution 111-95 to establish one or more Neighborhood Revitalization Zones and expressed the City's support for their redevelopment through authorities granted to the City by State Statute; and

**WHEREAS**, **The Reservoir Neighborhood Revitalization Zone Planning Committee has identified and seeks Council approval of the Boundaries of the Reservoir NRZ (Attachment); and**

**WHEREAS**, **The Reservoir Neighborhood Revitalization Zone Planning Committee has formulated and seeks Council approval of the Reservoir NRZ By Laws;**

**NOW, THEREFORE BE IT RESOLVED**, That the Reservoir Neighborhood Revitalization Zone Boundaries and By Laws be adopted pursuant to CGS Section 7-600 through 619, and City Council Resolution 111-95; and

**BE IT FURTHER RESOLVED**, That the City Ordinance is amended to reflect this designation in accordance with State Statute.

# **RESERVOIR AVENUE NRZ PLANNING COMMITTEE BY-LAWS**

## **Article I Name and Office**

### **Section: 1.1 Name**

The name of the organization shall be the Reservoir Avenue Neighborhood Revitalization Zone Planning Committee, hereinafter referred to as the Reservoir Avenue NRZ Planning Committee.

### **Section: 1.2 Offices**

The principal location of Reservoir Avenue NRZ Planning Committee shall be in the Reservoir Avenue neighborhood of Bridgeport, Connecticut. All meetings of the Reservoir Avenue NRZ Planning Committee shall take place within the Reservoir Avenue neighborhood of Bridgeport. Committee meetings may take place where deemed convenient to the participating subcommittee members.

## **Article II Mission and Goal**

### **Section: 2.1 Mission Statement**

In accordance to Public ACT 94-240 of the Connecticut General Statutes, an Act to Establish the Neighborhood Revitalization Zone, the Reservoir Avenue NRZ Planning Committee shall be responsible for formulating an NRZ Strategic Plan.

### **Section: 2.2 Primary Mission**

The primary mission of the Reservoir Avenue NRZ Planning Committee is to improve and preserve the Reservoir Avenue neighborhood through the collaborative efforts of residents and other stakeholders, including but not limited to, representatives of businesses; non-profit organizations; health and other service providers; cultural and religious institutions; and organized community associations.

### **Section: 2.3 Primary Mission Goal**

The main goal of the mission is to improve the quality of life, and to protect and advance the well being of the community. The objectives are to increase the income levels of residents by advancing economic development and job creation; to improve educational achievements; to increase home ownership and create decent and affordable housing; and to assist in the creation of services for the youth, the elderly, and other disadvantaged members of the community. This will be done through collaborative efforts of residents and other stakeholders, with an emphasis on developing and protecting the unique business, entertainment, architectural, environmental, cultural and artistic strengths of the Reservoir Avenue neighborhood. It should ensure that land use and development occur in such a manner as to place the highest values on people and the unique natural resources

of the community and its quality of life, as well as honoring and preserving the historic nature of the Reservoir Avenue NRZ. This effort will include but not be limited to, representatives of businesses; non-profit organizations, health and other service providers; cultural and religious institutions; and organized community associations.

**Section: 2.4 Intent**

The intent of the NRZ Strategic Plan is to contribute to the long term betterment of the community, and the city of Bridgeport, reflect community vision, and develop goals through a commitment to a realistic implementation.

**Section: 2.5 Affiliation**

This organization shall not be affiliated with any political party, organization or group nor will the Reservoir Avenue NRZ Planning Committee endorse candidates for political offices.

**Section: 2.6 Boundaries**

The boundary of the Reservoir Avenue Neighborhood Revitalization Zone (NRZ) shall be the existing neighborhood boundary of the Reservoir Avenue neighborhood, as defined by the U.S. Census Bureau census tracts 728 and 729, slightly modified.

A written neighborhood description of the Reservoir Avenue NRZ (Attachment A) and the Reservoir Avenue NRZ Boundary Map (Attachment B) will constitute a part of these by-laws.

**Article III  
General Membership**

**Section: 3.1 General Membership**

The General Membership constitutes those persons who live within the boundaries of the Reservoir Avenue Neighborhood Revitalization Zone neighborhood. The general membership shall be responsible for electing the Planning Committee, adoption and amendment of the by-laws, and approval of the Reservoir Avenue NRZ Strategic Plan.

**Section: 3.2 Nominating Committee**

There shall be a Nominating Committee formed from the general membership of the Reservoir Avenue NRZ neighborhood whose main purpose is to nominate individuals for election to the Planning Committee. The Nominating Committee will review nominees and convene the persons nominated to explain the purpose of the NRZ and the duties and responsibilities of the members of the Planning Committee.

**Section 3.3 Planning Committee**

A Planning Committee shall be elected by the general membership of the Reservoir Avenue NRZ neighborhood, after a slate of members has been presented to the general membership from the Nominating Committee. The Planning Committee shall then elect

officers, oversee creation of a Reservoir Avenue NRZ Strategic Plan, and hold necessary general membership meetings.

**Section: 3.4 Election and Representation**

Only residents of the Reservoir Avenue NRZ neighborhood and one representative from each non-resident stakeholder organization will be eligible to vote at general membership meetings and elections. Residents who are also stakeholders are only entitled to one vote.

**Article IV  
Planning Committee**

**Section: 4.1 Planning Committee Eligibility**

Eligible members of the Reservoir Avenue NRZ Planning Committee include residents, owners of properties located in the neighborhood, individuals and representatives of businesses, cultural, educational, social service agencies, religious and citizen organizations located in the Reservoir Avenue neighborhood or having a significant impact on the Reservoir Avenue neighborhood. Each non-resident stakeholder, organization, institution or business, if so elected, shall be limited to one representative Planning Committee member each, and the total number of non-resident stakeholders may not exceed forty-nine percent (or 49%).

**Section: 4.2 Nominations and Election to Planning Committee**

The Nomination Committee shall identify and put forth a slate of nominees for the Planning Committee at a publicly noticed election of the general membership for the Reservoir Avenue NRZ. At said general membership meeting, any qualified individual of the general membership may self-nominate, or be nominated by another qualified individual, to be placed on the ballot.

Votes will be taken by a show of hands to determine who has the most votes cast. Those with the most votes within each of the Planning Committee membership categories will become officially elected Planning Committee members.

In the case of a vacancy on the Planning Committee which occurs from a resignation, termination or death, the Planning Committee shall seek nominations from the general membership. The Planning Committee may establish rules of admission from time to time which it deems desirable or appropriate, provided such rules are reasonable, germane to the purposes of the Committee and regularly enforced as to all members. The vacancy shall be filled by a majority vote of the Planning Committee.

**Section: 4.3 Planning Committee Composition**

The Planning Committee shall consist of thirteen (13) persons. At least fifty-one percent (51%) of the Planning Committee's members must be residents of the Reservoir Avenue NRZ neighborhood. In addition, the City may appoint a representative as a voting member to the Planning Committee. The composition of the Planning Committee shall be as follows:

- Seven (7) Residents (Connecticut General Statutes, Chapter 118, requires that majority of Planning Committee members be residents)
- Two (2) Youth Resident Representatives
- One (1) Business Representative
- One (1) Representative of a Church and/or Legally Recognized Faith-Based Organizations
- Two (2) Representatives of Community Organizations and/or Other Non-Profit Organization

**Section: 4.4 Stakeholder Definitions**

For the purpose of this section “Youth” is defined as a resident of the NRZ neighborhood who is of high school or college age, generally 13-22 years. “Business” is defined as any business operating within the Reservoir Avenue NRZ neighborhood boundaries. Faith-Based Organizations with employees do not constitute a business, large, small or other. With regard to resident members, individuals will be required to provide proof of residency within the Reservoir Avenue NRZ (e.g., Driver’s License, State Identification Card, Utility Bills, etc.).

Resident property owners and resident tenants must reside within the Reservoir Avenue NRZ. Some members of the Reservoir Avenue NRZ Planning Committee may reside outside of the Reservoir Avenue NRZ, as long as they represent a business, church or other faith-based organization, community organization or other non-profit entity that is located within the Reservoir Avenue NRZ neighborhood, or substantially impacts the Reservoir Avenue NRZ community and, that said member has been nominated, elected and designated as the sole representative of said organization as a Planning Committee Member.

**Section: 4.5 Term of Office**

Members of the Reservoir Avenue NRZ Planning Committee shall serve until a Reservoir Avenue NRZ Strategic Plan has been approved by the City of Bridgeport City Council, at which time the Reservoir Avenue NRZ Planning Committee shall be dissolved and a Reservoir Avenue Implementation Committee created, or for a period of one (1) year, whichever is shorter.

If a Planning Committee member misses two (2) consecutive meetings, he/she will not be able to continue in that position unless there are extraordinary circumstances, as deemed by a majority vote of the Planning Committee. If a vacancy occurs on the Planning Committee, the Planning Committee will fill the vacated position through a list of potential replacements (alternates) from the nominating process, to be kept in case replacements from the same represented category are needed. The newly appointed Planning Committee member will serve out the remainder of the one-year term.

**Section: 4.6 Termination of Membership & Resignation**

A person’s Planning Committee membership shall terminate upon death, termination, expulsion, failure at any time, to satisfy the eligibility qualifications set forth in Article

III, Section 3.1, 3.2, 3.3, & 3.4 or unannounced absence from two (2) consecutive meetings, or dissolution or expiration of the Reservoir Avenue NRZ Planning Committee. Such termination shall be effected by a majority vote of the Planning Committee. Any member may resign by delivering a written resignation to the Committee Chair or Recording Secretary. Upon termination or resignation of membership, all rights and privileges of the member on the Committee and its property shall cease.

A Planning Committee member may be voted off of the Planning Committee by a 75% vote of the Committee membership if it is determined that the member was not acting in the interests of the Reservoir Avenue NRZ or Reservoir Avenue neighborhood.

## **Article V Planning Committee Officers and Subcommittees**

### **Section: 5.1 Name and Number**

Being that the purpose of the NRZ Planning Committee is to formulate a Strategic Plan for the Reservoir Avenue NRZ, the only officers shall be a President, whose responsibility shall be to preside over meetings of the Planning Committee, a Vice-President, who shall act in the President's place in his or her absence, and a Recording Secretary, who shall be responsible for maintaining records of the Planning Committee, recording minutes and votes, and providing notice of meetings to the Planning Committee and notice of public hearings or forums to the community-at-large. The offices of President, Vice-President, and Recording Secretary shall be elected for one-year terms by a majority vote of the members of the Planning Committee.

### **Section: 5.2 Subcommittees**

The Reservoir Avenue NRZ Planning Committee may consist of but not be limited to the following Subcommittees, each of which will be assigned tasks and meet according to a schedule determined by the membership at large: (1) Economic Development; (2) Education; (3) Open Space & Recreation; (4) Health, Safety & Security; (5) Housing; (6) Infrastructure and Transportation; (7) Outreach and Communications; and (8) Employment and Training. Membership on these subcommittees is not limited to Planning Committee members, nor Reservoir Avenue NRZ general membership and stakeholders, but is open to interested and applicable individuals who are interested in participating.

## **Article VI Planning Committee Meetings**

### **Section: 6.1 Operating Procedure**

The Planning Committee shall operate under the guidelines of Robert's Rules or Parliamentary Law.

**Section: 6.2 Notice of Meetings**

It will be the responsibility of the Recording Secretary and Officers of the Reservoir Avenue NRZ Planning Committee to distribute a written notice of the meetings to the members at least five days prior to each meeting. Notification may be delivered by e-mail, hand delivery or postal service.

**Section: 6.3 Quorum**

A minimum of five (5) Planning Committee members must be present to constitute a quorum with a majority of at least three (3), or more to be residents. At all times, a quorum must be comprised of fifty-one percent (or 51%) or more Reservoir Avenue NRZ resident Planning Committee members.

**Section: 6.4 Regular Meetings**

The Reservoir Avenue NRZ Planning Committee shall meet at least 1 times per month at a location within the neighborhood boundaries, and at a time and date agreed upon by the members.

**Section: 6.5 Voting**

Decision on any question shall be made by a majority vote of those members constituting a quorum. There shall be no voting by proxy. Any member who has a personal, professional, business or other interest in any parcel of property that might be subject to the Strategic Plan shall be required to disclose said interest and shall recuse himself or herself from any vote thereon. All votes shall be recorded by the Recording Secretary of the Planning Committee, and together with minutes of meetings, shall be made available to the community-at-large.

**Section: 6.6 Non-Resident Stakeholder Voting**

Non-resident stakeholder organizations, institutions or businesses, if so elected, shall be limited to one designated voting representative Planning Committee member. The same applies in General Membership motions requiring consensus.

**Section: 6.7 Ceding the Chair**

The Chair of the Committee shall preside over the Planning Committee meetings and maintain orderly conduct. The Chair of the Committee shall be the President, or in his or her absence the Vice President. Should the Chair wish to speak formally on a given subject, the Chair must step down, ceding the chair to the next officer in line who will assume the position of the Chair. For the remainder of the meeting, the ceding Chair may not reclaim the Chair after speaking until the following meeting.

**Article VII  
Planning Committee Meeting Procedures**

**Section: 7.1 Motions and Proposals**

Proposals may be introduced to the Planning Committee by any general member, unless the proposal directly affects a property, project or program of a participating group, in

which case only the affected party may introduce the proposal. If more than one group has such an interest, any and/or all of them may introduce a measure. A proposition which is re-introduced after being tabled at a previous meeting may be tabled again if six committee members vote to table it again.

**Section: 7.2 Amendments**

Amendments to the by-laws may be proposed in writing to the Planning Committee if at least three members of the Planning Committee request an amendment to the by-laws. Any amendment shall require a vote of seventy-five percent (75%) all Planning Committee members to take effect.

**Section: 7.3 Parliamentary Disputes**

In any dispute concerning interpretation of by-laws or operating procedures of the Reservoir Avenue NRZ Planning Committee, the Recording Secretary shall be considered Parliamentarian and defer to Robert's Rules of Order for guidance. The agreement of seventy-five percent (75%) of those in attendance shall be necessary to overcome the application of Robert's Rule of Order, in all cases.

**Article VIII  
Public Hearing and Plan Adoption**

**Section: 8.1 Public Hearing**

In no case shall the Reservoir Avenue NRZ Planning Committee present a plan to the City of Bridgeport without first holding at least one public hearing on same, open to all residents and stakeholders within the Reservoir Avenue NRZ neighborhood. Notice of said meeting shall be made in writing, and provided the public not less than two weeks prior to said public hearing.

The Draft Reservoir Avenue Neighborhood Revitalization Zone Strategic Plan shall also be submitted to the Connecticut Office of Policy and Management (OPM) for their review and comment at this time.

**Section: 8.2 Plan Approval**

Upon receipt of input from the public hearing and Connecticut OPM, the final Reservoir Avenue NRZ Strategic Plan shall be submitted to the Bridgeport City Council for approval.

**Article IX  
Dissolution of Planning Committee**

**Section 9.1 Intent of Dissolution**

It is the intent of these by-laws that the Reservoir Avenue NRZ Planning Committee shall dissolve upon approval of the Strategic Plan by the Bridgeport City Council.

**Section 9.2 Implementation Committee – Nomination**

Concurrent with the NRZ Strategic Plan public hearing notifications and approvals, the general membership of the Reservoir Avenue NRZ neighborhood shall form a Nominating Committee whose main purpose is to nominate individuals for election to the Reservoir Avenue NRZ Implementation Committee. The Nominating Committee will review nominees and convene the persons nominated to explain the purpose of the NRZ and the duties and responsibilities of the members of the Implementation Committee.

**Section 9.3 Dissolution**

Following approval of the Reservoir Avenue NRZ Strategic Plan by the Bridgeport City Council, but prior to the election of a Reservoir Avenue NRZ Implementation Committee, the Reservoir Avenue NRZ Planning Committee shall dissolve.

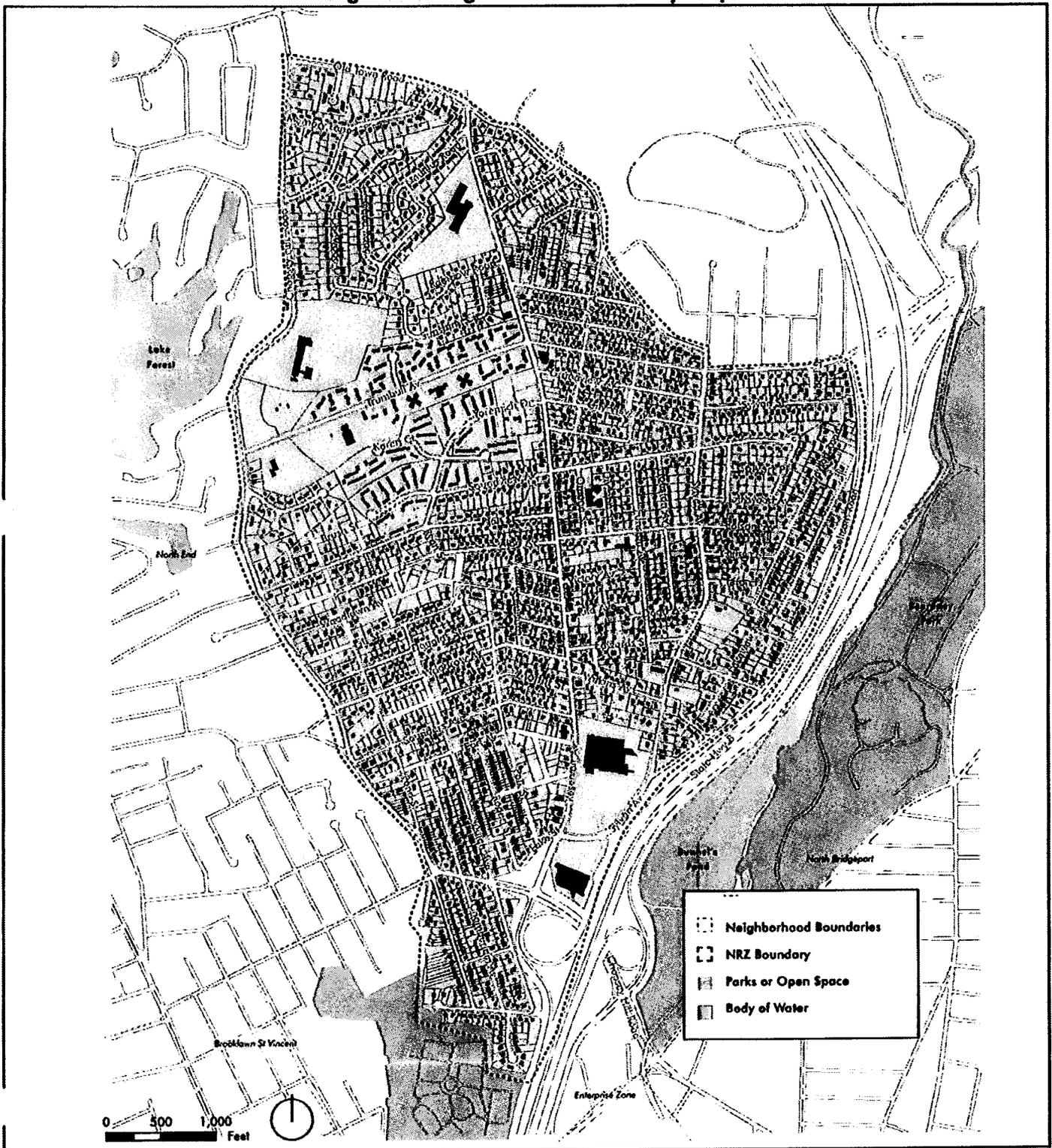
Any assets of the Reservoir Avenue NRZ Planning Committee, including all work-product, will be transferred to the Reservoir Avenue NRZ Implementation Committee, a separate 501 (c) (3) tax exempt organization to be created, whose mission will be to carry out the particulars of the Strategic Plan.

## **Attachment A**

### **RESEVOIR AVENUE NEIGHBORHOOD REVITALIZATION ZONE BOUNDARY DESCRIPTION**

Beginning at the northwestern junction of of Chopsey Hill Road and Old Town Road, travel east along the northern edge of Old Town Road then; travel south from the north eastern junction of Seltsam Road and Henry Mucci Highway then; travel south southwest along the eastern side of Seltsam Road to the corner of the Chamberlain Place cul-de-sac development then; encompass Chamberlain Place cul-de-sac by traveling due west approximately 300 feet then; north approximately 450 feet then; west approximately 800 feet to Island Brook then; north along the properties abutting Island Brook to the northwest junction of Chopsey Hill, Pond Street and Summit Street then; north northwest along the western edge of Chopsey Hill to the beginning point.

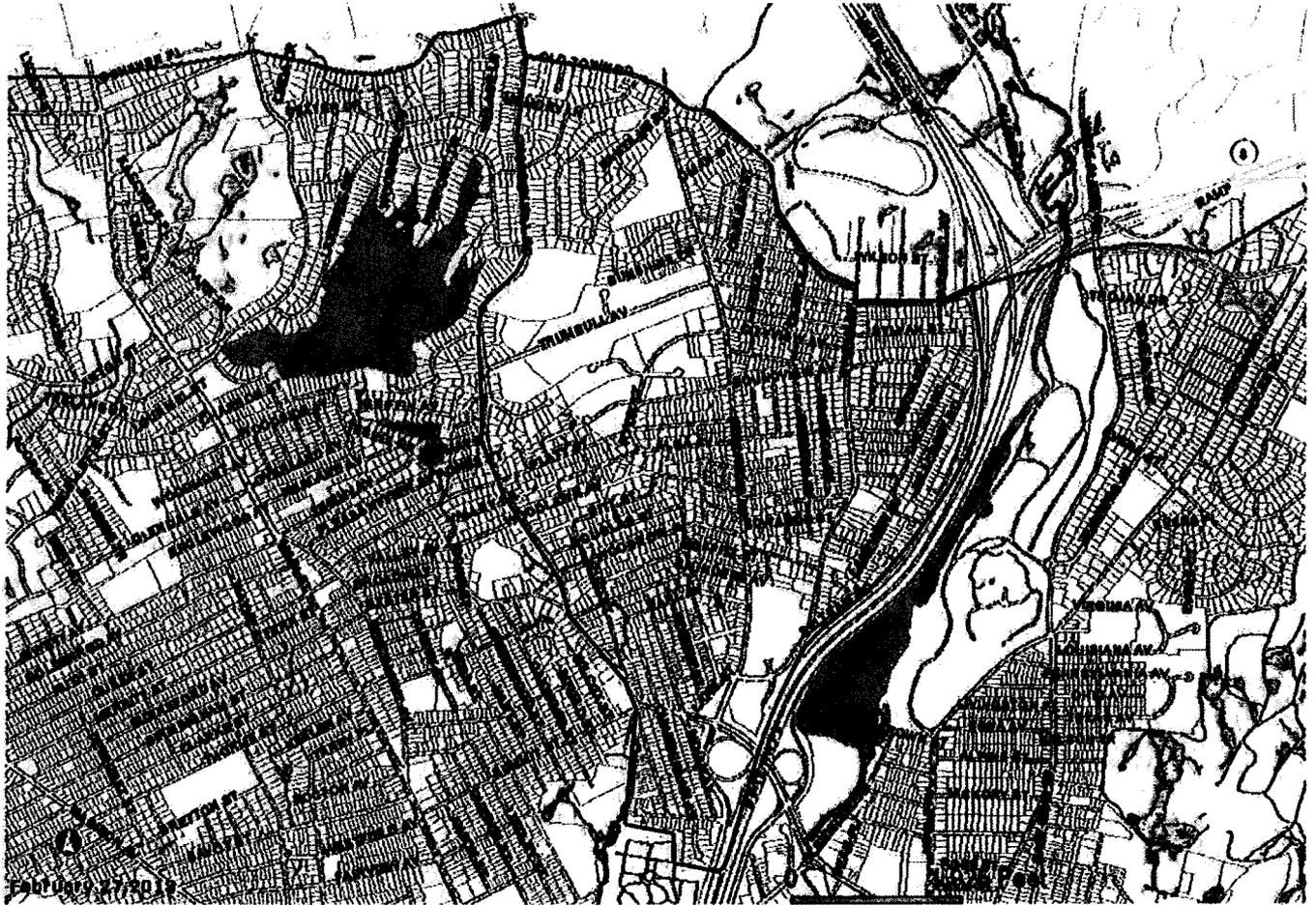
Figure 1: Neighborhood Boundary Map



Source: City of Bridgeport GIS

**Attachment B**

**RESEVOIR AVENUE NEIGHBORHOOD REVITALIZATION ZONE  
BOUNDARY MAP**



**\*133-13 Consent Calendar**

Grant Submission: re State Office of Policy & Management - Youth Services Prevention Grant for the Office of Neighborhood Revitalization Mentoring Program.

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**Report  
of  
Committee  
on**   
**ECB & Environment**

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**Submitted: November 3, 2014**

Adopted:

*Fleeta C Hudson*

Attest:

City Clerk

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Approved

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Mayor

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# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport:*

The Committee on **ECD and Environment** begs leave to report; and recommends for adoption the following resolution:

**\*133-13 Consent Calendar**

**A Resolution by the Bridgeport City Council  
Regarding the  
State of Connecticut Office of Policy & Management- Youth Services Prevention  
Grant for Office of Neighborhood Revitalization Mentoring Program (#15433)**

**WHEREAS**, the State of Connecticut Office of Policy & Management (OPM) is authorized to extend financial assistance to municipalities in the form of grants; and

**WHEREAS**, this funding has been made possible through a Youth Service Prevention Grant Program; and

**WHEREAS**, funds under this grant will be used for the Office of Neighborhood Revitalization Mentoring Program; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport Central Grants Office with Office of Economic Development and Neighborhood Revitalization Zone Program, submits an application to the State of Connecticut Office of Policy & Management in the amount of \$67,150 to implement a Youth Services Prevention program focused on mentoring and developing job readiness skills; Now, therefore be it hereby

**RESOLVED BY THE CITY COUNCIL:**

1. That it is cognizant of the City's grant application to and contract with the State of Connecticut Office of Policy & Management in the amount of \$67,150 to implement a Youth Services Prevention program focused on mentoring and developing job readiness skills.
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the State of Connecticut Office of Policy & Management for the Youth Service Prevention Grant Program and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



Report of Committee on ECD and Environment  
\*133-13 Consent Calendar

-2-

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT

\_\_\_\_\_  
Lydia N. Martinez, Co-Chair

\_\_\_\_\_  
Jack O. Banta, Co-Chair

\_\_\_\_\_  
Mary A. McBride-Lee

\_\_\_\_\_  
Richard DeJesus

\_\_\_\_\_  
Michelle A. Lyons

\_\_\_\_\_  
Michael J. Marella

\_\_\_\_\_  
Eneida Martinez-Walker

**\*154-13 Consent Calendar**

Resolution Approving Amendment #4 to the West End Municipal Development Plan to designate for Acquisition and Disposition of certain properties in the West End Redevelopment Area for the Cherry Street Adaptive Reuse Project.

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**Report**  
**of**  
**Committee**  
**on**  
**CEA & Environment**



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**Submitted: November 3, 2014**

Adopted: \_\_\_\_\_

*Fleeta C. Hudson*

Attest: \_\_\_\_\_

City Clerk

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Approved \_\_\_\_\_

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Mayor

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# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport:*

The Committee on **ECD and Environment** begs leave to report; and recommends for adoption the following resolution:

**\*154-13 Consent Calendar**

**A Resolution Approving Amendment #4 to the West End Municipal Development Plan To Designate for Acquisition and Disposition Certain Properties in the West End Redevelopment Area for the Cherry Street Adaptive Reuse Project**

**WHEREAS**, the block bounded by Cherry Street, Hancock Avenue, Railroad Avenue, Howard Avenue (the "Block") is located within the West End of the City, and within the West End Municipal Development Plan ("MDP") Redevelopment Area, as amended; and

**WHEREAS**, the Block contains over 300,000 square-feet of vacant and blighted buildings, all of which formerly housed industrial companies, and all of which are historic; and

**WHEREAS**, the MDP was originally adopted by action of the City Council pursuant to Chapter 130 and 132 of Connecticut General Statutes; and

**WHEREAS**, the economic conditions of the MDP Area have changed dramatically since its original adoption in 1996, most particularly with respect to the adaptive residential reuse potential and historic residential and mixed-use conversion of the older factory buildings in the area; and

**WHEREAS**, on May 24, 2014, Corvus Capital, LLC, (the "Developer") secured the Bridgeport Planning and Zoning Commission's Approval of its Mixed-Use Adaptive Reuse Plan to convert the Block through historic renovation into 311 residential units, parking, open space, and approximately 60,000 square-feet of complementary commercial space, which may include a charter school (the "Project"); and

**WHEREAS**, the Project is to be carried out in two phases, the first phase to be constructed on the eastern half of the Block and to comprise an approximately \$44 million investment in the development of 156 residential units, 60,000 square-feet of commercial space, and 40,000 square-feet of open space (such improvements to be known collectively as the "Phase One Improvements" or "Phase One"); and



Report of Committee on ECD and Environment  
\*154-13 Consent Calendar

-2-

**WHEREAS**, the second phase of the Project shall be constructed on the western half of the Block at a similar cost of approximately \$44 million and shall include approximately 165 residential units and related commercial, parking and open space (the "Phase Two Improvements" or "Phase Two"); and

**WHEREAS**, the eastern half of the Block consists of 3 parcels of land which are privately owned, and are under contract to be sold to the Developer as follows: 375 Howard Avenue; 1289 Railroad Avenue; 72 Cherry Street; (collectively, the "Phase One Parcels"); and

**WHEREAS**, the western half of the Block consists of 4 parcels which are privately owned and currently subject to a tax foreclosure action by the City, as follows: 62 Cherry Street; 80 Cherry Street; 1341 Railroad Avenue; 1325 Railroad Avenue; (collectively, the "Phase Two Parcels"); and

**WHEREAS**, the Developer anticipates beginning the two-year construction of the Phase One Improvements in March of 2015 and, assuming a pre-leasing rate of 15 units per month for the Phase One residential, subsequently anticipates beginning the two-year construction of the Phase Two Improvements on or about March of 2016; and

**WHEREAS**, there is a need to address the blight on the Phase Two Parcels concurrent with the development of the Phase One Improvements so that Phase One may be successful in attracting the anticipated market absorption; and

**WHEREAS**, the City wishes to use State of Connecticut DECD West End Redevelopment Funds, which include State Grant Monies as well as Revenue realized from property dispositions within the West End MDP, (collectively the "West End Funds") to advance the Project by acquiring the Phase Two Parcels, to perform environmental investigations, to demolish the fire-damaged building at 62 Cherry Street, to secure the Parcels from trespassers, to improve the appearance of the buildings from Interstate 95, and ultimately to negotiate the transfer of the Phase Two Parcels under the MDP to the Developer for the completion of the Project on the Block; and

**WHEREAS**, the City, acting through the Bridgeport Redevelopment Agency, its previously designated development entity for this MDP, has adopted this Amendment #4 to the MDP to designate the properties on the Block as properties to be acquired for adaptive reuse; and

**WHEREAS**, the City of Bridgeport's Planning and Zoning Commission has approved this Amendment #4 to the MDP; and



Report of Committee on ECD and Environment  
\*154-13 Consent Calendar

-3-

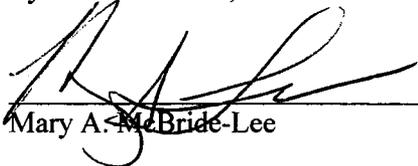
**WHEREAS**, the State of Connecticut's Department of Economic and Community Development has approved this Amendment #4 to the MDP; Now, therefore be it

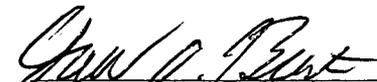
**RESOLVED**, that the Bridgeport City Council hereby approves and authorizes this Amendment #4 to the MDP, stipulating that the Phase Two Parcels herein referenced are hereby designated as parcels to be acquired and disposed of under the MDP for the furtherance of the Cherry Street Adaptive Reuse Redevelopment Project; Be it further

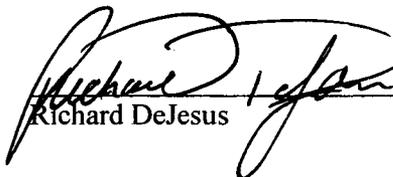
**RESOLVED**, that nothing in this resolution is meant to limit or contradict in any way the general authority granted to the Director pursuant to the City Council Resolution adopted on August 4, 1997 relevant to the implementation of the West End MDP.

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT

\_\_\_\_\_  
Lydia N. Martinez, Co-Chair

  
\_\_\_\_\_  
Mary A. McBride-Lee

  
\_\_\_\_\_  
Jack O. Banta, Co-Chair

  
\_\_\_\_\_  
Richard DeJesus

\_\_\_\_\_  
Michelle A. Lyons

\_\_\_\_\_  
Michael J. Marella

  
\_\_\_\_\_  
Eneida Martinez-Walker



# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport:*

The Committee on **ECD and Environment** begs leave to report; and recommends for adoption the following resolution:

**\*155-13 Consent Calendar**

**A Resolution by the Bridgeport City Council  
Authorizing the Acquisition and Subsequent Disposition of Four Properties  
in the West End Redevelopment Area  
for the Cherry Street Adaptive Reuse Redevelopment Project**

**WHEREAS**, the block bounded by Cherry Street, Hancock Avenue, Railroad Avenue, Howard Avenue (the "Block") is located within the West End of the City, and within the West End Municipal Development Plan ("MDP") Redevelopment Area, as amended; and

**WHEREAS**, the Block contains over 300,000 square-feet of vacant and blighted buildings, all of which formerly housed industrial companies, and all of which are historic; and

**WHEREAS**, on May 24, 2014, Corvus Capital, LLC, (the "Developer") secured the Bridgeport Planning and Zoning Commission's Approval of its Mixed Use Adaptive Reuse Plan to convert the Block through historic renovation into 311 residential units, parking, open space, and approximately 60,000 square-feet of complementary commercial space, (the "Project"); and

**WHEREAS**, the Project is to be carried out in two phases, the first phase to be constructed on the eastern half of the Block and to comprise an approximately \$44 million investment in the development of 156 residential units, 60,000 square-feet of commercial space, and 40,000 square-feet of open space (such improvements to be known collectively as the "Phase One Improvements" or "Phase One"); and

**WHEREAS**, the second phase of the Project shall be constructed on the western half of the Block at a similar cost of approximately \$44 million and shall include approximately 165 residential units and related commercial, parking and open space (the "Phase Two Improvements" or "Phase Two"); and

**WHEREAS**, the eastern half of the Block consists of 3 parcels of land which are privately owned, and are under contract to be sold to the Developer as follows: 375 Howard Avenue; 1289 Railroad Avenue; 72 Cherry Street; (collectively, the "Phase One Parcels"); and

**WHEREAS**, the western half of the Block consists of 4 parcels which are privately owned, under contract to the Developer, but also subject to a tax foreclosure action by the City, as follows: 62 Cherry Street; 80 Cherry Street; 1341 Railroad Avenue; 1325 Railroad Avenue; (collectively, the "Phase Two Parcels"); and

**\*155-13 Consent Calendar**

Resolution Authorizing the Acquisition and subsequent Disposition of four properties in the West End Redevelopment Area for the Cherry Street Adaptive Reuse Redevelopment Project.

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**Report  
of  
Committee  
on  
ECB & Environment**



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**Submitted: November 3, 2014**

Adopted: \_\_\_\_\_

Attest: \_\_\_\_\_

*Fleeta C. Hudson*

City Clerk

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Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor

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Report of Committee on ECD and Environment  
\*155-13 Consent Calendar

-2-

**WHEREAS**, the Developer anticipates beginning the two-year construction of the Phase One Improvements in March of 2015 and, assuming a pre-leasing rate of 15 units per month for the Phase One residential, subsequently anticipates beginning the two-year construction of the Phase Two Improvements on or about March of 2016; and

**WHEREAS**, there is a need to address the blight on the Phase Two Parcels concurrent with the development of the Phase One Improvements so that Phase One may be successful in attracting the anticipated market absorption; and

**WHEREAS**, private capital is not currently available to remove the blight on the Phase Two Parcels; and

**WHEREAS**, the City wishes to use existing State of Connecticut DECD West End Redevelopment Funds ("West End Funds") to address the blight on the Phase Two Parcels, by among other things, performing environmental investigations on the Phase Two Parcels, demolishing the fire-damaged building at 62 Cherry Street, securing the Parcels from trespassers, improving the appearance of the buildings from Interstate 95; and

**WHEREAS**, the City can most readily use the "West End Funds" on properties it owns; and

**WHEREAS**, the City can also use the West End Funds for the acquisition of properties which are designated for acquisition within the West End MDP, as amended; and

**WHEREAS**, the City Council is being requested simultaneously to amend the West End MDP to designate the Phase Two Properties for acquisition; and

**WHEREAS**, the City wishes to acquire the Phase Two Properties so as to have direct control over them within the earliest and most certain time-frame possible, with a direct acquisition by the City being faster than the time-frame afforded by foreclosure and more certain than the alternative of the Developer's (diligence-dependent and financing-dependent) direct acquisition; and

**WHEREAS**, provided the Developer is moving toward substantial completion of the Phase One Improvements as per the agreed-upon schedule, it is the City's intent to transfer the Phase Two Properties, with the consent of the State DECD, at a negotiated price, at or near appraised value, to the Developer for the completion of the Project on the Block; and

**WHEREAS**, should the Developer not complete the Phase One Improvements or fail to reach a negotiated price with the City for the acquisition of the Phase Two Parcels, then the City would intend to market the Phase Two Properties to a subsequent developer; and

**WHEREAS**, the City has West End Funds sufficient to purchase the Phase Two Properties as per the attached "Terms of Acquisition."



Report of Committee on ECD and Environment  
\*155-13 Consent Calendar

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**NOW THEREFORE, BE IT RESOLVED**, that the Mayor or the Director of the Office of Planning and Economic Development is authorized to negotiate and conclude the acquisition of the Phase Two Properties in accordance with a contract of sale based upon the attached "Terms of Acquisition," and is further authorized to take any and all other necessary actions related to the acquisition consistent with the purposes of this Resolution.

**BE IT FURTHER RESOLVED**, that pursuant to the West End MDP, the Mayor or the Director of the Office of Planning and Economic Development is authorized to negotiate and conclude the subsequent disposition of the Phase Two Properties as per the attached "Terms of Acquisition" to the Developer for the completion of the Project, and is further authorized to take any and all other necessary actions related to the acquisition consistent with the purposes of this Resolution.

**"Terms of Acquisition"**

- Acquisition: Deed in Lieu of Foreclosure  
(City Back Taxes of Approximately \$550K dissolved)
- Consideration: \$850,000 minus value of all liens cleared, including taxes  
Estimated Net Acquisition Cost (Depending on Closing Date)  
\$300,000 to \$350,000
- Source: State DECD West End Monies
- Disposition: To Corvus Capital Development: \$850,000
- Terms: Compliance with PZC Approval of Adaptive Reuse Mixed Use Development Plan
- Obligations: Evidence of Financing for Completion of Phase II of Project  
Evidence of Ability to Secure and Maintain
- Conditions: Subject to Developer Performance Per LDA Milestones  
Subject to Enforcement Mortgage



Report of Committee on ECD and Environment  
\*155-13 Consent Calendar

-4-

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT

\_\_\_\_\_  
Lydia N. Martinez, Co-Chair

\_\_\_\_\_  
Mary A. McBride-Lee

\_\_\_\_\_  
*Jack O. Banta*  
Jack O. Banta, Co-Chair

\_\_\_\_\_  
Richard DeJesus

\_\_\_\_\_  
Michelle A. Lyons

\_\_\_\_\_  
Michael J. Marella

\_\_\_\_\_  
Eneida Martinez-Walker

Council Date: November 3, 2014

**\*160-13 Consent Calendar**

Resolution Authorizing a Ground Lease for the Use  
and Redevelopment of the rear portion of 236  
Evergreen Street.

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**Report  
of  
Committee  
on  
CEA & Environment**

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**Submitted: November 3, 2014**

Adopted: \_\_\_\_\_

*Fleeta C Hudson*

Attest: \_\_\_\_\_

City Clerk

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Approved \_\_\_\_\_

Mayor

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# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport:*

The Committee on **ECD and Environment** begs leave to report; and recommends for adoption the following resolution:

## **\*160-13 Consent Calendar**

### **A RESOLUTION AUTHORIZING A GROUND LEASE FOR THE USE AND REDEVELOPMENT OF THE REAR PORTION OF 236 EVERGREEN STREET**

**WHEREAS**, Tarantino Landscapes, Inc. (the "Developer") is a successful Bridgeport-based, private landscaping business that employs approximately fifty people, and is the owner of land and buildings located at 1½ (one and a half) Island Brook Avenue ("Developer's Principal Site"); and

**WHEREAS**, The City of Bridgeport (the "City") own property at 236 Evergreen Street, the rear portion of which (the "Site") is located directly across Island Brook from, and in immediate proximity to, the Developer's Principal Site; and

**WHEREAS**, the Developer wishes to lease the Site from the City in order to use the Site for outside storage of its landscaping equipment, vehicles, landscape and hard-scape materials; and

**WHEREAS**, the Developer is responsible for complying with the Zoning Regulations of the City with respect to his use of the Site; and

**WHEREAS**, the current use of the Site offers no significant economic benefit to the City; and

**WHEREAS**, the Site would be leased for 12 months at \$1,500.00 (One thousand Five Hundred dollars) per month, with all maintenance costs to be paid by the Developer, and with an environmental indemnification provided by the Developer to the City, and with adequate insurance coverage as required by the City Attorney to be provided by the Developer naming the City as additional insured; and

**WHEREAS**, Tarantino Landscapes, Inc, seeks no warranties from the City regarding the environmental condition or physical condition of the Site; Now, therefore be it



Report of Committee on ECD and Environment  
\*160-13 Consent Calendar

-2-

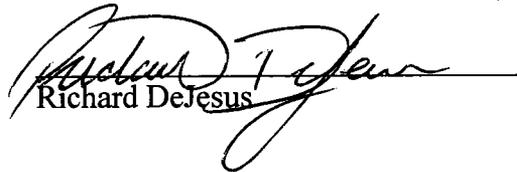
**RESOLVED**, that Director of the Office of Planning and Economic Development or his designee is authorized to enter into a one-year lease agreement with the Developer consistent with the terms of this resolution and is further authorized to do any and all things necessary to negotiate and execute such other related and ancillary agreements as may be required consistent with the purposes of this resolution.

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT

\_\_\_\_\_  
Lydia N. Martinez, Co-Chair

  
\_\_\_\_\_  
Jack O. Banta, Co-Chair

  
\_\_\_\_\_  
Mary A. McBride-Lee

  
\_\_\_\_\_  
Richard DeJesus

\_\_\_\_\_  
Michelle A. Lyons

\_\_\_\_\_  
Michael J. Marella

  
\_\_\_\_\_  
Eneida Martinez-Walker

**DRAFT**

**LEASE AGREEMENT**

THIS AGREEMENT made as of this \_\_\_\_ day of \_\_\_\_\_, in the year 2014 between **TARANTINO LANDSCAPES, INC.**, a corporation, whose business address is 1 ½ Island Brook Avenue, Bridgeport Connecticut and its President, **Gino Tarantino**, individually (collectively the "TENANT") and **THE CITY OF BRIDGEPORT**, having an address at 45 Lyon Terrace, Bridgeport, Connecticut 06604 ("CITY").

Whereas, the Tenant has approached the City with a request to use certain space along the river side and located at 236 Evergreen, Bridgeport, CT ("**Premises**"), more particularly shown on **Schedule A** attached hereto and made a part hereof (the "**Space**") in accordance with this Agreement; and

Whereas, City is willing to permit the Tenant to use such Space upon the terms and conditions set forth in this Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

**WITNESSETH:**

1. **SPACE.** In consideration of the Fee (defined below) to be paid and the covenants and other obligations on the part of the TENANT to be performed and observed, CITY does hereby demise unto the TENANT, its agents, employees and/or invitees the right use for Permitted Purposes hereafter defined that open space located along the river side consisting of a portion of 236 Evergreen Street, Bridgeport CT and owned by the City. The right to use the Space for Permitted Purposes includes the right to access for ingress and egress to and from such Space on a 24-hour per day, 7-day per week basis throughout the Term (defined below).

2. **TERM; USE.** CITY grants to the TENANT the right to occupy the Space in quiet and undisturbed possession for a term of one (1) year commencing 10 days after receipt of a written notice from the City that the Space may be occupied, or such other date set forth in such notice ("**Commencement Date**"), and ending one (1) year from such date (the "**Term**"), provided that the TENANT makes all payments hereinafter provided and that the Space is used and occupied by the TENANT for no other purpose than that for which the Space is permitted to be used, namely: To store thereon in all lawful manners certain vehicles, equipment, and supplies utilized by Tenant in its landscaping operation ("**Permitted Use**"). On or before the Commencement Date, Tenant shall pay to the City Fifteen Hundred (\$1,500.00) Dollars as the first month's rent and on or before the same day of each succeeding month for the Term, another Fifteen Hundred (\$1,500.00) (the "**Fee**").

# DRAFT

3. **FEE.** (a) The TENANT agrees to pay to CITY for the use of the Space a monthly fee of Fifteen Hundred (\$1,500.00) ("Fee"), the first monthly installment to be made prior to the Commencement date and then on or before the same date for each successive month for the Term. Said Fee shall be payable to CITY OF BRIDGEPORT and mailed to the attention of Max Perez, Office of Planning and Economic Development, 999 Broad Street, Bridgeport, CT 06604, or such other place as it may be directed in writing.

4. **CONDITION OF SPACE.** The City grants the right to use the Space AS IS WHERE IS, without any representation to its condition or suitability for any particular purpose. The TENANT agrees to keep the Space in good repair as described herein. The TENANT, at TENANT'S expense will enclose the Space by installing two fences and one gate as depicted in Schedule A and at the end of the Term will deliver the Space to CITY in substantially the same condition, reasonable wear and tear excepted. The TENANT may make non-structural improvements to the Space at its sole cost and expense after submission of plans to CITY and receipt of CITY's prior written consent, which shall not be unreasonably withheld or delayed. The TENANT will provide the City with five (5) keys to the gate for emergency access. The TENANT shall at all times secure the main gate to the entirety of the subject premises as it accesses the Space.

5. **ASSIGNMENT, SUBLETTING, AND ALTERATIONS.** The TENANT shall not assign, sublet, mortgage or pledge this Agreement, nor let the whole or any part of the Space, nor make any structural alterations to the Space without CITY's prior written consent which CITY agrees will not be unreasonably withheld or delayed; nor in any event permit the Space to be occupied for any business or purpose deemed illegal, disreputable, or extra hazardous on account of fire, nor permit anything to be done in the Space which will in any way increase the risk of fire to any of the surrounding buildings. The acceptance of the Fee by CITY from any assignee, subtenant, or successor in interest of the Tenant, with or without notice shall not relieve the TENANT herein from the obligations hereunder, nor shall it be deemed to waive the right of CITY at any time thereafter to elect to terminate this Agreement on account of such assignment, subletting or transfer thereof.

6. **LAWS AND GOVERNMENTAL REGULATIONS; NON-INTERFERENCE.** The TENANT agrees to comply promptly with all laws, rules, orders, and regulations of federal, state and municipal governments and all of their departments applicable to the Space herein described. TENANT shall not interfere with the operations of any other tenants or City Departments occupying the remainder of the Premises, including but not necessarily limited to the Fire Department, the Police Department, and the Dog Pound. Tenant shall promptly comply with requests by said tenants or departments to minimize interference.

7. **INDEMNIFICATION OF CITY; INSURANCE.** The TENANT agrees to indemnify and save harmless CITY of and from all fines, suits, claims, demands and actions of any kind by reason of any breach, violations, or non-performance of any condition hereof on the part of the Tenant, its agents, employees and/or invitees.

# DRAFT

Further CITY shall not be liable for any injury or damage to person or property happening in or about Space, and the TENANT agrees to indemnify and save harmless CITY from any liability therefor; and the TENANT shall indemnify and hold harmless CITY from any and all damage or liability for anything arising from or out of the use of the Space by the Tenant. It is understood, however, that this paragraph shall not apply to injury or damage arising out of any negligence or intentional acts or omissions of CITY.

Further, the Tenant, prior to the Commence Date shall provide to the City proof of the following insurance coverages which shall be maintained for the Term at Tenant's expense. It is further understood that the Tenant shall require similar coverage, as appropriate, from every contractor and subcontractor in any tier, as the case may be, or any other person by reason of the license conferred by this agreement that may enter onto or occupy the Premises on behalf of the Tenant. All non-standard endorsements and provisions shall be disclosed in advance in writing to the City. The Tenant shall procure at a minimum, present to the City, and maintain in effect for the duration of this agreement without interruption and for one year after the Tenant's last activity at the Premises, the insurance coverage identified below, with deductibles approved in advance by the City, from insurers licensed to conduct business in the State of Connecticut and having a Moody's or Best's financial rating of A + 15, or coverage otherwise acceptable to the City. The Tenant will not enter upon the Premises or commence any work or other activity until the required insurance is purchased, submitted to and approved by the City.

**Comprehensive General Liability** (occurrence form) naming the City as an additional insured and insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of operations conducted under this agreement. Coverage shall be broad enough to include blanket contractual liability, premises and operations, contingent liability, contractual liability, broad form property damage and personal injury, political risk, care, custody and control, with limitations of \$2,000,000 for each occurrence/aggregate with a combined single limit for bodily injury, personal injury and property damage. Exclusions for independent contractors, employees, and care, custody and control will be removed. The Tenant or its agent shall inform the City in advance of any unusual endorsements or policy provisions that may be part of the insurance contract(s).

**Comprehensive Automobile Liability** insuring against claims or suits brought by members of the public alleging bodily injury, personal injury or property damage, and uninsured motorist and claimed to have arisen out of the use of owned, hired or non-owned vehicles in connection with business naming the City as an additional insured. This policy will include endorsements providing coverage for mobile equipment and employer equipment not owned and hired. Coverage will be broad enough to include contractual liability, with limitations of \$1,000,000 for each occurrence/aggregate with a combined single limit for bodily injury, personal injury and property damage.

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**Workers' Compensation** insuring in accordance with statutory requirements including voluntary compensation, broad form all states endorsement, U.S. Longshoremen's and Harbor Workers' Coverage, maritime coverage, employer's liability insurance and occupational disease insurance in order to meet obligations towards employees in the event of injury or death sustained directly or indirectly in the course of employment. Liability for employee suits shall not be less than \$500,000 per claim.

**Owner's Protective Liability** to the extent the work under the contract is sublet to others, the Tenant will purchase and maintain such insurance naming the Licensor as additional insured.

**Property Damage** insuring against direct damage loss to buildings, structures or improvements covering the interest of the City, the Tenant, its contractors and subcontractors and parties having an interest therein. The City shall be named as loss payee as its interests may appear.

**General requirements.** All policies shall include the following provisions:

**Cancellation notice**—The City shall be entitled to receive from the insurance carriers not less than 30 days' written notice of cancellation or non-renewal to be given to the City at: Purchasing Agent, City of Bridgeport, 999 Broad Street, Bridgeport, Connecticut 06604.

**Certificates of Insurance**—All policies will be evidenced by an original certificate of insurance on an ACORD-25S form authorized by and executed with the original signature or original stamp of the insurer or a properly-authorized agent or representative reflecting all coverage required and delivered to the City prior to any work or other activity commencing under this agreement.

**Additional insured**—The Tenant shall ensure that the Tenant and its contractors and subcontractors will arrange with their respective insurance agents or brokers to name the City, its elected officials, officers, department heads, employees and agents on all policies of primary and excess insurance coverage as additional insured parties except for any errors and omissions insurance coverage or workers' compensation coverage, and shall name the City as loss payee with respect to any damage to property of the City, as its interests may appear. The undersigned shall submit to the City upon commencement of this agreement and periodically thereafter, but in no event less than once during each year of this agreement, evidence of the existence of such insurance coverage in the form of original Certificates of Insurance issued by reputable insurance companies licensed to do business in the State of Connecticut and having Best's or Moody's A + 15 financial ratings, or

# DRAFT

coverage otherwise acceptable to the City. Such certificates shall designate the City in the following form and manner:

The City of Bridgeport, its elected officials, officers, department heads, employees, agents, servants, successors and assigns ATIMA  
Attention: Purchasing Agent  
999 Broad Street  
Bridgeport, Connecticut 06604

The coverage afforded to the City shall be primary insurance. If the City has other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the Tenant's liability under any insurance shall not be reduced by the existence of such other insurance. The coverage afforded to the additional insured shall not apply to the sole negligence of the additional insured.

The cost of all deductibles on any policy of insurance to be purchased by the Tenant will be borne by the Tenant.

All policies, endorsements, certificates and other evidence of insurance shall be subject to the review and satisfaction of the City.

8. **EXTRA EXPENDITURES.** In the event that CITY shall make any expenditure for which the TENANT is responsible, or which the TENANT should make, then the amount thereof, together with interest and costs, may at CITY's election, be added to and be deemed a part of the installment of the Fee next falling due.

9. **ADDITIONS AND IMPROVEMENTS.** All alterations, additions and improvements put in at the expense of the Tenant, shall become the property of CITY and shall remain upon and be surrendered with the Space as a part thereof at the end of the Term or the earlier termination of this Agreement.

10. **ENTRY FOR REPAIRS AND INSPECTION.** CITY or its representatives shall have the right to enter into the upon said Space or any part thereof at all reasonable hours, to examine the same or to make repairs, or to make such other alterations or repairs as may be occasioned by the use and occupation of any other office or suite which is a part of the building(s) in surrounding the Space and the TENANT shall not be entitled to any abatement or reduction of the Fee so long as such entry is at reasonable hours and provided further, however, that CITY shall make every effort to avoid disruption of the Tenant's use of the Space. The TENANT shall allow entry by CITY to show the Space to prospective tenants or purchasers, and shall permit the usual "To Let" or "For Sale" signs to be place on the Space.

11. **SIGNS.** The TENANT shall not place any signs outside the Space except as and where first approved by CITY; and CITY shall have the right to remove any sign.

# DRAFT

12. **CONDEMNATION.** If the Space shall be taken or condemned in whole or in part, then the Term of this Agreement, shall, at the option of CITY, forthwith cease and terminate, CITY receiving the entire award for land and buildings; the current rent, however, shall in such case, abate proportionately.

13. **NOTICE.** Any communication or notice given hereunder shall be made in writing by certified mail, return receipt requested, deposited in a repository of the United States Postal Service, or by recognized overnight delivery service, addressed to the party receiving such notice at their respective addresses first above listed or at such other address as may be desired by written notice given in accordance herewith. Any notice to be given the CITY shall also be copied to the Office of the City Attorney, 999 Broad Street, Bridgeport, CT 06604.

14. **WAIVER OF BREACH.** No waiver at any time of the right to terminate this Agreement shall impair the right of CITY to insist upon such termination subsequent thereto, nor shall the acceptance of the Fee at any time constitute such waiver or waiver of damages, and in addition to any other remedies which CITY may have, CITY may apply for and obtain an injunction to enforce its rights.

15. **MORTGAGES.** This Agreement is and shall always be subordinate to any mortgage or mortgages obtained from a lending institution authorized to do business in the State of Connecticut, which now or shall at any time be placed upon the demised premises of which the Space is a part or any part thereof, and the TENANT agrees to execute and deliver any instrument, without cost, which may be deemed necessary to further effect the subordination of this Agreement to any such mortgage or mortgages. CITY further represents that it will make diligent effort to obtain a non-disturbance and attornment agreement from any future mortgagee in the event there is a refinancing of any current mortgage.

16. **MODIFICATION.** No provisions of this Agreement shall be waived or altered except by written endorsement hereon or attached hereto and signed by both parties.

17. **NUISANCES.** The TENANT shall conduct its activities in the Space in such a manner as not to create any nuisance or to interfere with, annoy or disturb other occupants or CITY, or in any way to interfere with the operations of the CITY's dog pound.

18. **FIRE CLAUSE.** In the event that the Space shall be partially damaged by fire or the elements such that the Space can no longer serve the TENANT'S Permitted Uses, the TENANT shall give prompt notice thereof to CITY, unless CITY is otherwise aware of such damage, and the same may opt, in its sole discretion, to repair the condition or terminate this Agreement.

# DRAFT

19. **DEFAULT CLAUSE.** In the event that the TENANT shall default in any payment due hereunder or shall violate or omit to perform any of the provisions herein contained, or in the event that the TENANT shall abandon the Space or leave it vacant, CITY shall give thirty (30) days' prior written notice of such default, violation or omission, and this Agreement shall terminate unless the TENANT has cured such default within such 30-day period or, if the default is not capable of being cured within that period, is diligently pursuing the removal of such default using its best efforts with due diligence. If the TENANT fails to cure such default, CITY shall give written notice to the TENANT and this Agreement shall cease and come to an end and the parties shall have no further obligation to each other except for those matters that are specifically set forth herein as obligations that survive early termination. Thereupon, CITY or its agents may re-enter the Space by summary proceedings, take possession of the Space and remove all persons therefrom. If CITY shall elect, it may re-let the Space and receive the use payments therefor, applying the same first to the payment of such expenses as CITY may be put to in entering and re-letting, and then to the payment of the Fee payable under this Agreement and the fulfillment of the BOE's covenants hereunder, the balance (if any) to be paid to the TENANT which shall remain liable for any deficiency. Suit or suits for the recovery of such deficiency or damage may be brought by CITY from time to time at its election and nothing herein shall be deemed to require CITY to await the date whereon this Agreement or the Term would have expired had there been no such default by the CITY.

20. **BANKRUPTCY.** In the event that the CITY shall become bankrupt or shall make a voluntary assignment for the benefit of creditors, or in the event that a receiver shall be appointed for the CITY, then, at the option of CITY, and upon thirty (30) days' notice to the TENANT of the exercise of such option, this Agreement shall cease and come to an end.

21. **RULES AND REGULATIONS.** CITY shall at all times have the right to make such rules and regulations as may be deemed proper or advisable for the safety, care and cleanliness of the premises of which the Space is a party and for the preservation of good order therein, all of which rules and regulations shall be in writing contained in written notice to the TENANT. The TENANT agrees to abide by the existing rules and regulations, which rules may be changed or amended from time to time at the option of CITY. Attached hereto as **Schedule B** is a copy of any rules in effect at the inception of this Agreement.

22. **QUIET POSSESSION.** CITY hereby covenants that the TENANT, upon paying the Fee as herein reserved, and performing all of the covenants and agreements herein contained on the part of the TENANT shall and may peaceably and quietly have, hold, and enjoy the Space hereby demised without interference.

23. **BINDING UPON PARTIES, ETC.** The covenants and agreements herein contained shall be binding upon the parties hereto and shall inure to their respective successors and assigns.

# DRAFT

24. **HOLDING OVER.** No holding over and continuation of any activities by the TENANT after the expiration of the Term herein shall be considered as or to be a renewal of this Agreement. If, however, the TENANT shall occupy the Space with or without the consent of CITY after the expiration of this Agreement, and the Fee is accepted from the CITY, such occupancy and payment shall be construed as an extension of this Agreement on a month-to-month basis and occupation thereafter shall operate to extend this Agreement to that extent.

25. **DAMAGE CAUSED BY DEFECTS.** CITY shall not be held liable for damage by reason of any latent or other defect in the Space nor shall it be liable for damage to the goods or property of the TENANT that are not covered by CITY's first-party insurance coverage. It is understood that this clause shall not apply to any negligent or intentional act or omission of CITY.

26. **ABANDONMENT OF PERSONAL PROPERTY.** CITY shall not be responsible or liable for loss in any event from any of the property of the TENANT brought into the Space or left therein by the TENANT upon the termination of this Agreement. All personal property (including trade fixtures) left in the Space, upon removal of the TENANT during or at the end of the Term shall be considered as abandoned by the TENANT and may be disposed of by CITY as it sees fit.

27. **RESOLUTION OF DISPUTES.** All disputes arising under or in connection with this Agreement shall be resolved, if possible, by non-binding mediation before the American Arbitration Association or other alternate dispute resolution organization selected by the CITY in accordance with its mediation rules then in effect, which mediation shall be held in Bridgeport, Connecticut. Each party shall bear the cost of its respective counsel and one-half of the administrative costs of such mediation, including but not limited to the mediator's fees and expenses. If mediation is pursued in the manner specified herein but such dispute is still not resolved, either party may submit such dispute to the Superior or District Court for the State of Connecticut. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF CONNECTICUT.

28. **BROKER.** The TENANT represents that it has had no dealings with any broker, agent or finder in connection with the Space or the negotiation of this Agreement. Both parties agree to hold harmless, indemnify and defend the other from and against any claim made by any broker, agent or finder claiming a fee in connection with this Agreement as a result of conversations or dealings that it had with the indemnifying party. This paragraph shall survive the termination of this Agreement.

29. **GOVERNING LAW.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Connecticut.

30. **ENTIRE AGREEMENT.** This document contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties. Any correspondence, communications or other

# DRAFT

agreement or understanding with respect to this transaction occurring at or prior to the execution and delivery hereof, including any previous lease or communication relating thereto between the parties, is specifically superseded by this Agreement and shall be of no effect in interpreting this Agreement or conferring any right of first refusal or option to either party to this Agreement. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

31. **PARAGRAPH HEADINGS.** The paragraph headings appearing in this Agreement are intended only for the convenience of reference, and are not to be considered in construing this instrument.

32. **NONDISCRIMINATION.** The Tenant agrees not to discriminate, nor permit discrimination, against any person in its employment practices, in any of its contractual arrangements, in all services and accommodations it offers the public, and in any of its other business operations on the grounds of race, color, national origin, religion, sex, disability or veteran status, marital status, civil union status, mental retardation or physical disability, unless it can be shown that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut, and further agrees to provide the Commissioner of Human Rights and Opportunities with information which may be requested from time to time by the Commission concerning the employment practices and procedures of both parties as they relate to the provisions of Section 4-114a of the Connecticut General Statutes and any amendments thereto. This Agreement is subject to the provisions of the Governor's Executive Order No. 3 promulgated June 16, 1971, and, as such, this Agreement may be canceled, terminated, or suspended by the State Labor Commission for violation of, or noncompliance with, Executive Order No. 3, or any State or Federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this agreement. The parties to this Agreement, as part of the consideration hereof, agree that Executive Order No. 3 is incorporated herein and made a part hereof. The parties agree to abide by Executive Order No. 3 and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to performance in regard to nondiscrimination, until this Agreement is completed or terminated prior to completion. The parties agree as part of the consideration hereof that this agreement is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. 3 and that they will not discriminate in employment practices or policies, will file reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

IN WITNESS WHEREOF, we have hereunto set out hands and seals as of the day and year first above written.

**DRAFT**

Signed, Sealed and Delivered  
In the Presence of:

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**TARANTINO'S LANDSCAPING, INC.**

By: \_\_\_\_\_  
Name: Gino Tarantino, Inc.  
Title: President  
duly-authorized

**GINO TARANTINO**

---

**CITY OF BRIDGEPORT**

By: Bill Finch  
Its: Mayor

**Schedule A**

**DESCRIPTION AND SCHEMATIC OF THE SPACE**

**236 EVERGREEN ST**

**Location** 236 EVERGREEN ST **Assessment** \$1,012,460  
**Mblu** 53/ 1537/ 18/K / **Appraisal** \$1,446,340  
**Acct#** R--0048805 **PID** 13678  
**Owner** BRIDGEPORT CITY OF **Building Count** 3

**Current Value**

Appraisal			
Valuation Year	Improvements	Land	Total
2013	\$964,340	\$482,000	\$1,446,340

Assessment			
Valuation Year	Improvements	Land	Total
2013	\$675,060	\$337,400	\$1,012,460

**Owner of Record**

**Owner** BRIDGEPORT CITY OF **Sale Price** \$0  
**Co-Owner** **Book & Page** 7218/ 326  
**Address** 45 LYON TER **Sale Date** 10/26/2006  
 BRIDGEPORT, CT 06604

**Ownership History**

Owner	Sale Price	Book & Page	Sale Date
CHAPIN & BANGS COMPANY	\$0	0/ 0	01/01/1900

**Building Information**

**Building 1 : Section 1**

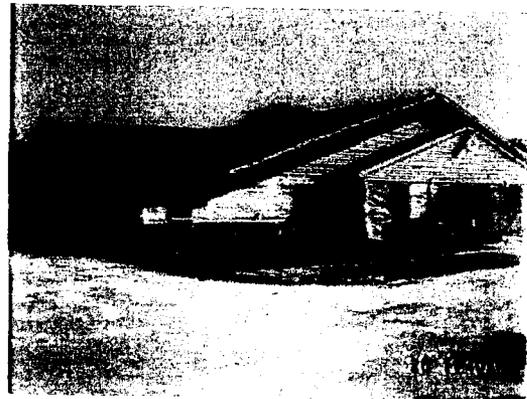
**Year Built:** 1995  
**Living Area:** 1720  
**Replacement Cost:** \$258,395  
**Building Percent** 92  
**Good:**  
**Replacement Cost**  
**Less Depreciation:** \$237,720

**Building Photo**

**Building Attributes**

Field	Description
STYLE	Office Bldg
MODEL	Comm/Ind
Grade:	Average
Stories:	1

Occupancy:	1
Exterior Wall 1:	Vinyl/Aluminum
Exterior Wall 2:	
Roof Struct:	Gable
Roof Cover:	Asphalt Shingl
Interior Wall 1:	Drywall
Interior Wall 2:	
Interior Floor 1:	Concr-Finished
Interior Floor 2:	
Heating Fuel:	Electric
Heating Type:	Electr Basebrd
AC Type:	Central
Bldg Use:	Mun Com Bldg Mdl 94
Ttl Rooms:	
Ttl Bedrms:	00
Ttl Baths:	2
Ttl Half Baths:	0
Ttl Xtra Fix:	4
1st Floor Use:	
Heat/AC:	None
Frame Type:	Masonry
Baths/Plumbing:	Average
Ceiling/Wall:	Ceil & Walls
Rooms/Prtns:	Average
Wall Height:	9
% Comn Wall:	



(http://images.vgsi.com/photos/BridgeportCTPhotos//00\03\54\59.jpg)

**Building Layout**



Building Sub-Areas			Legend
Code	Description	Gross Area	Living Area
BAS	First Floor	1720	1720
FOP	Open Porch	80	0
		1800	1720

**Building 2 : Section 1**

**Year Built:** 1995  
**Living Area:** 5640  
**Replacement Cost:** \$349,504  
**Building Percent** 95  
**Good:**  
**Replacement Cost**  
**Less Depreciation:** \$332,030

**Building Attributes : Bldg 2 of 3**

Field	Description
STYLE	Boarding Kennel
MODEL	Ind/Comm
Grade:	Above Ave
Stories:	1
Occupancy:	1
Exterior Wall 1:	Vinyl/Aluminum

**Building Photo**



(http://images.vgsi.com/photos/BridgeportCTPhotos//default.j

**Building Layout**

Exterior Wall 2:	
Roof Struct:	Gable
Roof Cover:	Asphalt Shingl
Interior Wall 1:	Minim/Masonry
Interior Wall 2:	
Interior Floor 1:	Vinyl/Asphalt
Interior Floor 2:	Concr-Finished
Heating Fuel:	Gas
Heating Type:	Forced Air
AC Type:	Central
Bldg Use:	Industrial Mdl 96
Ttl Rooms:	
Ttl Bedrms:	
Ttl Baths:	
Ttl Half Baths:	
Ttl Xtra Fix:	
1st Floor Use:	
Heat/AC:	Heat/Ac Pkgs
Frame Type:	Masonry
Baths/Plumbing:	Average
Ceiling/Wall:	Ceiling Only
Rooms/Prtns:	Average
Wall Height:	10
% Comn Wall:	

**Building 3 : Section 1**

**Year Built:** 1995  
**Living Area:** 5640  
**Replacement Cost:** \$349,504  
**Building Percent Good:** 95  
**Replacement Cost Less Depreciation:** \$332,030

**Building Attributes : Bldg 3 of 3**

Field	Description
STYLE	Boarding Kennel
MODEL	Ind/Comm
Grade:	Above Ave
Stories:	1
Occupancy:	1
Exterior Wall 1:	Vinyl/Aluminum
Exterior Wall 2:	
Roof Struct:	Gable
Roof Cover:	Asphalt Shingl
Interior Wall 1:	Minim/Masonry



Building Sub-Areas			Legend
Code	Description	Gross Area	Living Area
BAS	First Floor	5640	5640
		5640	5640

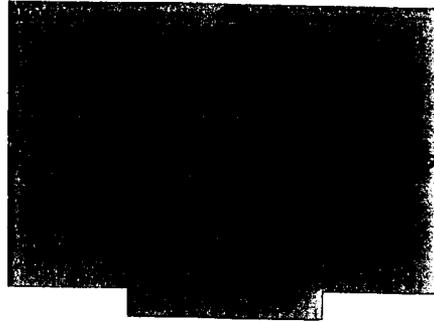
**Building Photo**



(<http://images.vgsi.com/photos/BridgeportCTPhotos//default.j>)

**Building Layout**

Interior Wall 2:	
Interior Floor 1:	Vinyl/Asphalt
Interior Floor 2:	Concr-Finished
Heating Fuel:	Gas
Heating Type:	Forced Air
AC Type:	Central
Bldg Use:	Industrial Mdl 96
Ttl Rooms:	
Ttl Bedrms:	
Ttl Baths:	
Ttl Half Baths:	
Ttl Xtra Fix:	
1st Floor Use:	
Heat/AC:	Heat/Ac Pkgs
Frame Type:	Masonry
Baths/Plumbing:	Average
Ceiling/Wall:	Ceiling Only
Rooms/Prtns:	Average
Wall Height:	10
% Comn Wall:	



Building Sub-Areas			Legend
Code	Description	Gross Area	Living Area
BAS	First Floor	5640	5640
		5640	5640

**Extra Features**

Extra Features		Legend
No Data for Extra Features		

**Land**

**Land Use**

<b>Use Code</b>	922
<b>Description</b>	Mun Com Bldg Mdl 94
<b>Zone</b>	ILI
<b>Neighborhood</b>	IND
<b>Alt Land Appr Category</b>	No

**Land Line Valuation**

<b>Size (Acres)</b>	6.1
<b>Frontage</b>	0
<b>Depth</b>	0
<b>Assessed Value</b>	\$337,400
<b>Appraised Value</b>	\$482,000

**Outbuildings**

Outbuildings					Legend	
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
KEN	Kennel			2640 SF	\$5,280	1
KEN	Kennel			2640 SF	\$5,280	1
KEN	Kennel			2640 SF	\$5,280	1
KEN	Kennel			2640 SF	\$5,280	1
KEN	Kennel			2640 SF	\$5,280	1

KEN	Kennel			2640 SF	\$5,280	1
KEN	Kennel			2640 SF	\$5,280	1
FN1	Fence, Chain	4	4 ft	2200 LF	\$12,100	1
PAV1	Paving Asph			9000 SF	\$13,500	1

**Valuation History**

Valuation Year	Appraisal		
	Improvements	Land	Total
2012	\$964,340	\$482,000	\$1,446,340
2011	\$964,340	\$482,000	\$1,446,340
2009	\$969,620	\$482,000	\$1,451,620

Valuation Year	Assessment		
	Improvements	Land	Total
2012	\$675,060	\$337,400	\$1,012,460
2011	\$675,060	\$337,400	\$1,012,460
2009	\$678,760	\$337,400	\$1,016,160

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August 28, 2014

0 694 Feet

# Site on River St.



0.39 Acres

-  Site
-  Waterbodies
-  Parcels

Created on: August 27th, 2014



**\*169-13 Consent Calendar**

Grant Submission: re Office of Housing & Urban Development for the Federal Promise Zone Designation Program.

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**Report  
of  
Committee  
on  
CEA & Environment**

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**Submitted: November 3, 2014**

Adopted: \_\_\_\_\_

Attest: *Fleta C. Jackson*  
City Clerk

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Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor

---

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# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport.*

The Committee on **ECD and Environment** begs leave to report; and recommends for adoption the following resolution:

**\*169-13 Consent Calendar**

**A Resolution by the Bridgeport City Council  
Regarding the  
Federal Promise Zone Designation Program**

**WHEREAS**, the **Federal Government** is authorized to extend assistance to municipalities in the form of grants and other designations; and

**WHEREAS**, this designation has been made possible through the **A Collaborative Initiative of Several Department of Federal Government**; and

**WHEREAS**, this designation will be used by the City to accelerate and strengthen the community's efforts at comprehensive community revitalization; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport Central Grants Office, submit an application to **Federal Government - Office of Housing & Urban Development** for the consideration of this designation; Now, therefore be it hereby

**RESOLVED BY THE CITY COUNCIL:**

1. That it is cognizant of the City's grant application to and contract with the **Office of Housing & Urban Development - Federal Promise Zone Designation Program** for the purpose of community revitalization; and,
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the **Office of Housing & Urban Development - Federal Promise Zone Designation Program** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.

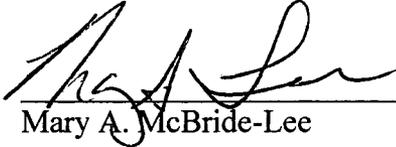


Report of Committee on ECD and Environment  
\*169-13 Consent Calendar

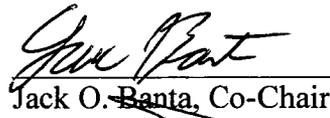
-2-

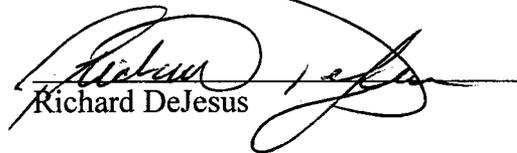
RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT

\_\_\_\_\_  
Lydia N. Martinez, Co-Chair

  
\_\_\_\_\_  
Mary A. McBride-Lee

\_\_\_\_\_  
Michelle A. Lyons

  
\_\_\_\_\_  
Jack O. Banta, Co-Chair

  
\_\_\_\_\_  
Richard DeJesus

\_\_\_\_\_  
Michael J. Marella

  
\_\_\_\_\_  
Eneida Martinez-Walker

**\*170-13 Consent Calendar**

Grant Submission: re Connecticut State Library  
FY2015 Targeted Grant for Historic Documents  
Preservation Program. (Project #15219)

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**Report**  
**of**  
**Committee**  
**on**  
**CEA & Environment**



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**Submitted: November 3, 2014**

Adopted:

*Fleeta C Hudson*

Attest:

City Clerk

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Approved

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Mayor

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# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport.*

The Committee on **ECD and Environment** begs leave to report; and recommends for adoption the following resolution:

## **\*170-13 Consent Calendar**

**A Resolution by the Bridgeport City Council  
Regarding the  
Connecticut State Library FY 2015 Targeted Grant for Historic Documents  
Preservation Program  
(Project # 15219)**

**WHEREAS**, the Connecticut State Library is authorized to extend financial assistance to municipalities in the form of grants; and

**WHEREAS**, this funding has been made possible through the Connecticut State Library's Historic Documents Preservation Program; and

**WHEREAS**, funds under this grant will be used by Office of Policy and Economic Development to conduct a comprehensive needs assessment and create a framework for stronger record management and record preservation with a goal for easier access; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport Central Grants Office, submit an application to the Connecticut State Library in the amount of \$10,500; Now, therefore be it hereby

### **RESOLVED BY THE CITY COUNCIL:**

1. That it is cognizant of the City's grant application to and contract with the Connecticut State Library for the purpose of conducting a comprehensive assessment for document management.
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the State of Connecticut State Library for the Historic Documents Preservation Program and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



Report of Committee on ECD and Environment  
\*170-13 Consent Calendar

-2-

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT

\_\_\_\_\_  
Lydia N. Martinez, Co-Chair

*Jack O. Banta*  
\_\_\_\_\_  
Jack O. Banta, Co-Chair

*Mary A. McBride-Lee*  
\_\_\_\_\_  
Mary A. McBride-Lee

*Richard DeJesus*  
\_\_\_\_\_  
Richard DeJesus

\_\_\_\_\_  
Michelle A. Lyons

\_\_\_\_\_  
Michael J. Marella

*Eneida Martinez-Walker*  
\_\_\_\_\_  
Eneida Martinez-Walker

**\*171-13 Consent Calendar**

Grant Submission: re State Department of Economic & Community Development – Office of the Arts for the Supporting Arts in Place Grant Program. (Project #14448)

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**Report  
of  
Committee  
on  
CD & Environment**



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**Submitted: November 3, 2014**

Adopted: \_\_\_\_\_

Attest: \_\_\_\_\_

*Fleeta C Hudson*

City Clerk

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Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor

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# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport:*

The Committee on **ECD and Environment** begs leave to report; and recommends for adoption the following resolution:

**\*171-13 Consent Calendar**

**A Resolution by the Bridgeport City Council  
Regarding the  
State Department of Economic & Community Development-Office of the Arts for  
the Supporting Arts in Place Grant Program  
(Project # 14448)**

**WHEREAS**, the **State Department of Economic & Community Development-Office of the Arts** is authorized to extend financial assistance to municipalities in the form of grants; and

**WHEREAS**, this funding has been made possible through the **State Department of Economic & Community Development-Office of the Arts' Supporting Arts in Place Grant program**; and

**WHEREAS**, funds under this grant will be used by the Mayor's office to promote art for all residents; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport Central Grants Office, submit an application to **State Department of Economic & Community Development-Office of the Arts** in the amount of \$27,780.64; Now, therefore be it hereby

**RESOLVED BY THE CITY COUNCIL:**

1. That it is cognizant of the City's grant application to and contract with the **State Department of Economic & Community Development-Office of the Arts** for the purpose of promoting arts in Bridgeport.
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the **State Department of Economic & Community Development-Office of the Arts** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



Report of Committee on ECD and Environment  
\*171-13 Consent Calendar

-2-

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT

\_\_\_\_\_  
Lydia N. Martinez, Co-Chair

*Jack O. Banta*  
\_\_\_\_\_  
Jack O. Banta, Co-Chair

*Mary A. McBride-Lee*  
\_\_\_\_\_  
Mary A. McBride-Lee

*Richard DeJesus*  
\_\_\_\_\_  
Richard DeJesus

\_\_\_\_\_  
Michelle A. Lyons

\_\_\_\_\_  
Michael J. Marella

*Eneida Martinez-Walker*  
\_\_\_\_\_  
Eneida Martinez-Walker

**\*163-13 Consent Calendar**

**Refund of Excess Payments.**

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**Report  
of  
Committee  
on**



**Miscellaneous Matters**

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**Submitted: November 3, 2014**

Adopted: \_\_\_\_\_

Attest: \_\_\_\_\_

*Fleeta C Hudson*

City Clerk

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Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor

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# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport.*

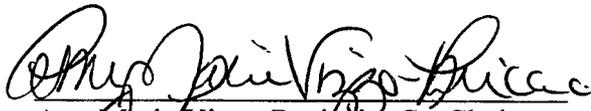
The Committee on **Miscellaneous Matters** begs leave to report; and recommends for adoption the following resolution:

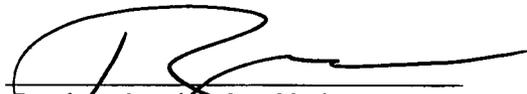
## **\*163-13 Consent Calendar**

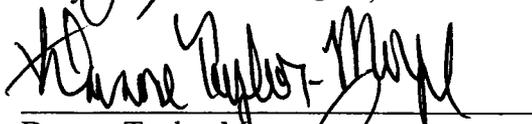
**BE IT RESOLVED**, That the Comptroller be, and hereby is authorized, empowered and directed to draw his warrants on the City Treasurer in favor of the following named person and for the amount set opposite said name, all in accordance with the recommendation of the Tax Collector.

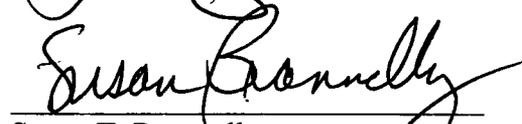
<b><u>Name &amp; Address</u></b>	<b><u>Reason</u></b>	<b><u>Refund</u></b>
MCI Communication Services, Inc c/o Duff & Phelps P.O. Box 2749 Addison, TX 77500 USA	12-129	\$27,310.35

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON MISCELLANEOUS MATTERS

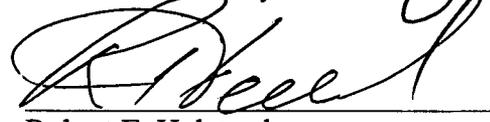
  
\_\_\_\_\_  
Amy Marie Vizzo-Paniccia, Co-Chair

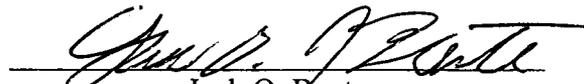
  
\_\_\_\_\_  
Patricia Swain, Co-Chair

  
\_\_\_\_\_  
Denese Taylor-Moye

  
\_\_\_\_\_  
Susan T. Brannelly

  
\_\_\_\_\_  
Milta I. Feliciano

  
\_\_\_\_\_  
Robert E. Halstead

  
\_\_\_\_\_  
Jack O. Banta

**REQUEST FOR ABATEMENT OR REFUND OF PROPERTY TAXES**

Sec. 12-81(20), Sec. 12-124, 12-125, 12-126, 12-127, 12-127a, 12-128, 12-129 Rev. as Amended  
 This is to certify that MCI COMMUNICATION SERVICES INC

- has presented satisfactory proof that -he is entitled to an exemption on the assessment list of 10/01/2012
- Sec. 12-81 (20) Servicemen Having Disability Rating.
  - Sec. 12-124 Abatement to poor.
  - Sec. 12-125 Abatement of Taxes of Corporations.
  - Sec. 12-126 Tangible Personal Property Assessed in more than one Municipality.
  - Sec. 12-127 Abatement or Refund to Blind Persons.
  - Sec. 12-127A Abatement of Taxes on Structures of Historical or Architectural Merit.
  - Sec. 12-128 Refund of Taxes Erroneously Collected from Veterans and Relatives.
  - Sec. 12-129 Refund of Excess Payments.

**MCI COMMUNICATION SERVICES INC**  
 C/O DUFF & PHELPS  
 P O BOX 2749  
 USA  
 ADDISON TX 77500

**RECEIVED**  
**JUN 30 2014**

2012-02-0002205  
 P--9000855  
 ALL LOCATIONS N/A  
  
 \*2012020002205\*

To Duff & Phelps, Addis... Collector of **CITY OF BRIDGEPORT** State of Connecticut.

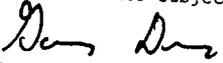
hereby apply for abatement or refund\* of such part of my tax as shall represent:  
 The service exemption or  
 (State reason -- Cross out service exemption if it does not apply)

*****							
		Tax	Interest	Lien	Fee	Total	Overpaid Tax
Total Due	07/01/2013	54,620.70					
Total Paid	02/03/2014	81,931.05	0.00	0.00	0.00	54,620.70	
<b>Adjusted Refund</b>		<b>-27,310.35</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>27,310.35</b>	<b>-27,310.35 ***</b>

**PLEASE READ, SIGN, AND DATE BELOW:**

I am entitled to this refund because I made the payments from funds under my control, and no other party will be requesting this refund. I understand that false or deliberately misleading statements subject me to penalties for perjury and/or for obtaining money under false pretenses.

Print Name Gary Dreyer

  
 Signature of Taxpayer

Date 7/9/14

**COLLECTOR'S RECOMMENDATION TO THE GOVERNING BODY**

To the First Selectman, or \_\_\_\_\_  
 It is recommended that refund\* of property taxes and interest in the amount of 27,310.35  
 be made to the above-named taxpayer in accordance with the provisions of Section (s): \_\_\_\_\_

DATED AT CITY OF BRIDGEPORT, CONNECTICUT THIS 23 DAY OF June 2014

  
 TAX COLLECTOR

**ACTION TAKEN BY GOVERNING BODY**

The First Selectman, as authorized by the Board of Selectman, or \_\_\_\_\_  
 approved on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_. It was voted to refund  
 Property Taxes and Interest amounting to \$ \_\_\_\_\_ to \_\_\_\_\_.

**RECEIVED**  
**JUL 22 2014**

First Selectman \_\_\_\_\_  
 Other Governing Body \_\_\_\_\_  
 Clerk \_\_\_\_\_

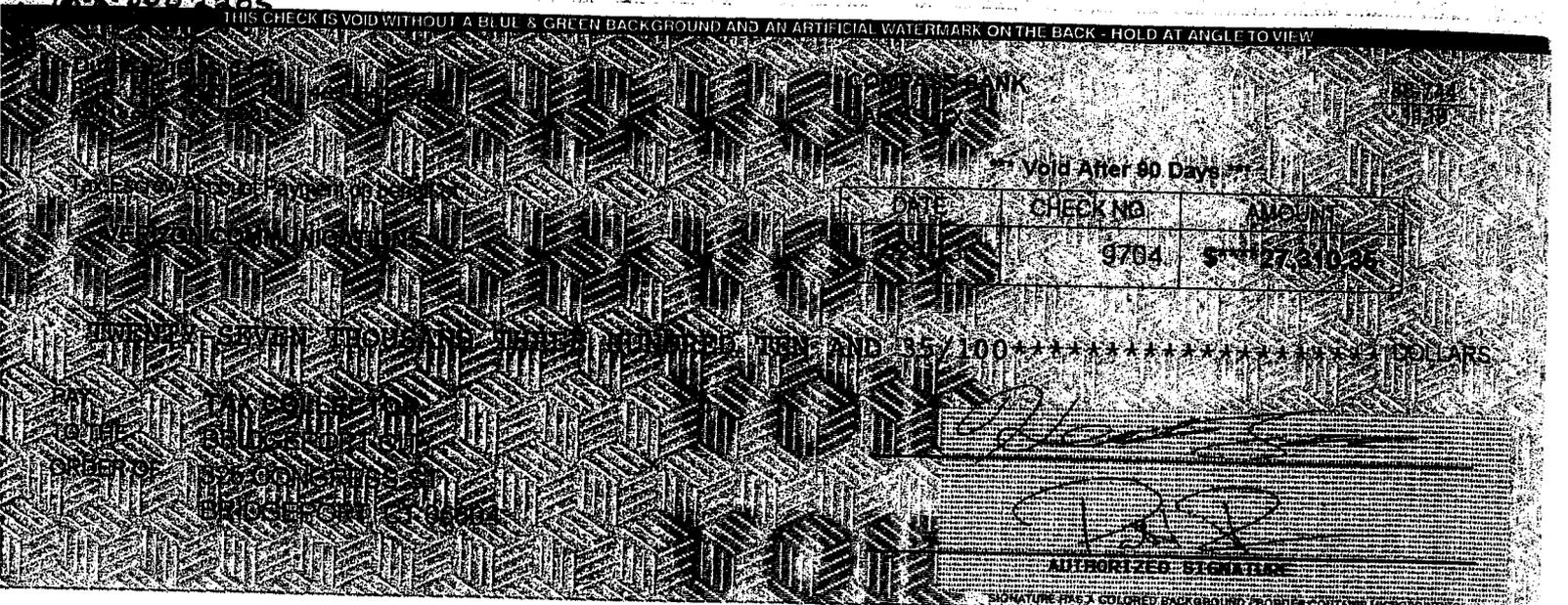
\*\*Cross out abatement or refund as required.

Duff & Phelps, Addison, TX





THIS CHECK IS VOID WITHOUT A BLUE & GREEN BACKGROUND AND AN ARTIFICIAL WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW



VOID AFTER 90 DAYS

DATE	CHECK NO.	AMOUNT
	9704	\$ 1190.74

ONE THOUSAND NINE HUNDRED AND 74/100 \*\*\*\*\* DOLLARS

*[Handwritten Signature]*

*[Handwritten Signature]*

AUTHORIZED SIGNATURE

SIGNATURE AREA COLORED BACKGROUND BORDER CONTAINS MICROPRINTING

⑈00009704⑈ ⑆11907445⑆ 2534619025⑈