

AGENDA

CITY COUNCIL MEETING

MONDAY, FEBRUARY 7, 2011

7:00 P.M.

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

Prayer

Pledge of Allegiance

Roll Call

Bridgeport Firefighters Presentation to Mayor, City Council President, Police Chief and other city officials on behalf of the Fallen Firefighters Fund.

Mayoral Citation: Pedro Soto, Landlord, who took such a personal interest in each and every resident in his building at 590 Fairfield Avenue.

City Council Citation: Vazzy's Brick Oven Restaurant for Outstanding Generosity to the Bridgeport Community.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: January 3, 2011

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 23-10** Communication from Tax Collector, re Refund of Excess Payments, referred to Miscellaneous Matters Committee.
- 24-10** Communication from OPED, re Proposed Lease-Purchase Agreement for 485 Howard Avenue to be used by the Police Department pursuant to RFP results, referred to Contracts Committee.
- 25-10** Communication from OPED, re PILOT Agreement with POKO Partners in collaboration with Alpha Community Services for the Clinton Commons Project, a 33 unit affordable housing project, at 75-101 Clinton Avenue and ordering Public Hearing relative to the same, referred to Economic and Community Development and Environment Committee.
- 26-10** Communication from OPED, re Approval of Sycamore Housing Associates LLP as the Purchaser and Developer of Sycamore Place Apartments, referred to Economic and Community Development and Environment Committee.

COMMUNICATIONS TO BE REFERRED TO COMMITTEES CONTINUED:

- 27-10** Communication from OPED, re Proposed Lease Agreement with Gloria P. Sancho for 1335 East Main Street to be used by the Police Department for the East Side Precinct, referred to Contracts Committee.
- 28-10** Communication from Mayor, re Proposed Assignment of Arena Operating Agreement from Centerplace to Sound Tiger Entity, referred to Contracts Committee.
- 29-10** Communication from Central Grants and Community Development, re Grant Submission: U.S. Department of Energy EPA – 2010 LEAP (Local Energy Assurance Plans for Connecticut Municipalities) Grant Program, referred to Economic and Community Development and Environment Committee.
- 30-10** Communication from Central Grants and Community Development, re Grant Submission: Connecticut Department of Public Health for 2011 Lead Poisoning Prevention – Education Outreach Grant, referred to Economic and Community Development and Environment Committee.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *08-10** Ordinance Committee Report re Amendments to the Municipal Code of Ordinances amended to add new Chapter 2.79 Bridgeport Regional Council of Elected Officials.
- *161-09(PHO)** Economic and Community Development and Environment Committee Report re Public Hearing Ordered for February 22, 2011 regarding Disposition of City Owned Properties to Habitat for Humanity.
- *164-09(PHO)** Economic and Community Development and Environment Committee Report re Public Hearing Ordered for February 22, 2011 regarding Development, Lease and Use Agreement with M.O.V.E. Yacht Club for the re-development of 148-220 Waterview Avenue.
- *01-10** Economic and Community Development and Environment Committee Report re Grant Submission: State Department of Social Services for 2010-2011 Social Services Block Grant.
- *02-10** Economic and Community Development and Environment Committee Report re Grant Submission: Department of Housing and Urban Development for 2011-2014 Bridgeport Lead Free Families Grant (BLFF).
- *05-10** Economic and Community Development and Environment Committee Report re Grant Submission: State Department of Social Services for 2010-2012 Retired Volunteer Program Grant.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR) CONTINUED:

- *16-10** Economic and Community Development and Environment Committee Report re Grant Submission: State Department of Public Health and The Connecticut Association of Directors of Health (CADH) for 2010-2011 Childhood Lead Poisoning Prevention and Control Contract.
- *18-10** Economic and Community Development and Environment Committee Report re Grant Submission: U.S. EPA 2010 Greenscaper Grant Program.
- *166-09** Contracts Committee Report re State Lobbying Services Agreement.
- *11-10** Contracts Committee Report re Supplement No. 1 to Lease Agreement No. DTFANE-06-L-00025 with USA, Federal Aviation Administration ATCT/AFS for space at Igor Sikorsky Memorial Airport.
- *21-10** Miscellaneous Matters Committee Report re [Ref # 13-09 & 13-09(S)] Reaffirmation and Appointment of Members to the 2010-2012 Citizen's Union.

MATTERS TO BE ACTED UPON:

- 129-09** Contracts Committee Report re Lease and Option to Purchase Agreement with Four Kids Enterprise, LLC for property located at 485 Howard Avenue to be used by the Police Department. **DENIED**
- 88-09** Miscellaneous Matters Committee Report re Amendment to the City Council Rules of Order- New Rule XXX - SURPLUS CITY PROPERTY SALES.

UNFINISHED BUSINESS

- 160-09** Miscellaneous Matters Committee Report re Refund of Excess Payments.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, FEBRUARY 7, 2011, AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME

SUBJECT

Clyde Nicholson
54 Wallace Street
Bridgeport, CT 06606

Guns

**CITY COUNCIL
PUBLIC SPEAKING SESSION
MONDAY, FEBRUARY 7, 2011
6:30 pm**

ATTENDANCE: Council members: Brannelly, Taylor-Moye, Brantley, Walsh, T. McCarthy, Vizzo-Paniccia, Bonney, dePara, M. Ayala, Paoletto, Curwen, Baker

ABSENT: M. McCarthy, A. Ayala, Austin, Blunt, Silva, Martinez, Holloway

Council President McCarthy called the public speaking session to order at 6:45 pm

The Assistant City Clerk took the roll call and she announced there was a quorum.

RECEIVED
 CITY CLERK'S OFFICE
 2011 FEB 10 A. 11: 09
 ATTEST
 CITY CLERK

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| NAME | SUBJECT |
|--|---------|
| Clyde Nicholson 54 Wallace Street Bridgeport, CT 06606 | Guns |

Mr. Nicholson mentioned that he left some information on the council members desks.

He went on to say that he was asking the city council to embrace the concept of a gun free zone and pass it into law as the first legislation in the state. He spoke about the old days when the founding fathers allowed the bearing of arms to protect families. However, today the NRA (National Rifle Association) still uses the law as a right to bear arms and he felt the definition was outdated. He further spoke about people owning AK-47's, 9-millimeters, bazookas and other artillery that presents a big problem. He commented about the hunting laws to make the point that there isn't any hunting done in this area. He emphasized that guns aren't required and he felt the only purpose for them was to kill someone. He said the owning of guns perpetuate open season on poor folks and it's a threat to have someone come out in public with a gun. He gave an example of a threat that was made with a gun against a person. He requested that within thirty days, any resident that turns in a gun will be paid for it. He expressed that the inner city communities are at great risk, because you never know who is buying the gun. In addition, the gun sellers aren't being held accountable. Overall, he felt they could push for legislation to have all guns registered, just as you would register a car. He explained the purpose was to close the gap ow owning a gun in the city and to honor everyone's well being.

Mark Trojanowski
address not stated

Signed up to speak tonight

Mr. Trojanowski spoke about issues regarding taxes. He recalled an article in the CT Post about the \$3.5 million deficit in the state. He stated that an ordinance needed to be passed for homeowners to modify their tax payment over the course of three to five years. He said that although there may be a problem with the statute, he felt in certain situations, there could be a special dispensation for those that qualify. He explained that he was making this suggestion for residents that are in dire financial straits and who might want to modify their taxes. He further relayed problems that are associated with taxes not being paid, which often results in foreclosure and relocation for the homeowner. He said the point was to lessen the burden on the taxpayer so they can survive.

Council member dePara asked him if he had a written proposal to review that could be discussed. Mr. Trojanowski replied no, but he said he could put something together for them to look at.

The public speaking session ended at 7:00 pm.

CITY COUNCIL MEETING

Monday, February 7, 2011

7:00 pm.

City Council Chambers, City Hall - 45 Lyon Terrace
Bridgeport, Connecticut

ATTENDANCE: Council members: Brannelly, Taylor-Moye, Brantley, Walsh, T. McCarthy, Vizzo-Paniccia, Bonney, Blunt, dePara, M. Ayala, Paoletto, Curwen, Baker, Holloway

ABSENT: Council members: M. McCarthy, A. Ayala, Austin, Silva, Martinez

Mayor Finch called the meeting to order at 7:10 pm.

Prayer Council member Brannelly offered the prayer.

Pledge of Allegiance Jr. Council member William Durham led the pledge.

Roll Call The assistant clerk took the roll call and announced there was a quorum.

Council President McCarthy announced that the following council members were absent due to the following reasons:

Council member Silva had car trouble; Council member Austin's wife was ill; Council member Martinez was attending a conference.

Moment of Silence requested by Council member Brantley for: Thomas Williams who was a social work with the Department of Children and Families.

Bridgeport Firefighters Presentation to Mayor, City Council President, Police Chief and other city officials on behalf of the Fallen Firefighters Fund.

Fire Chief Rooney stated his appreciation to all the elected officials and members of the community for showing their support and condolences during the loss of the two firefighters. He expressed that their families and the department were still grieving on a daily basis and depressed about what occurred. However, they have had great support from everyone.

He had plaques to hand out to show the department's thanks for those who showed their support. Chief Rooney extended a sincere heartfelt thank you to those who stepped up through the unthinkable tragedy.

The plaques were given to the following people: Mayor Finch, Council President Thomas McCarthy (accepted on behalf of the entire city council); Elaine Ficarra, Press Secretary, Mayor's Office; Police Chief Gaudett, Renee Delfrisco, Fire Chief Rooney's Office and Fire Chief Brian Rooney - the entire city council and audience stood to acknowledge the recipients.

Chief Rooney expressed his thanks to everyone.

Mayor Finch expressed his thanks to the fire department for holding so many successful events. He commented that he was a changed person due to the tragedy and his prayers were with them.

Council President McCarthy expressed his sentiments for all they have gone through and to those that took the time to express their gratitude to the city council.

Mayoral Citation: Pedro Soto, Landlord, who took such a personal interest in each and every resident in his building at 590 Fairfield Avenue.

Mayor Finch, Council President McCarthy and Council member Paoletto approached to present the citation to Pedro Soto.

Mayor Finch expressed that Council member Paoletto was the first one to call him about Mr. Soto. He recalled the fatal fire that occurred in a single occupancy dwelling on Fairfield Avenue that was a very sad day and a life was lost. He further expressed that when a tragedy occurs, it's usually the Red Cross that steps in to help, but in this case, Mr. Soto found shelter for all thirty-three (33) families to go to. He went on to say that he was told how Mr. Soto treats people like family and in this incident, he helped to get the dislocated tenants back on their feet – *he read the citation and announced that February 7 would be recognized as "Pedro Soto Day"!*

Mr. Soto expressed his gratitude for the citation. He stated the importance of finding homes for the homeless,

Council member Paoletto commented that he has inspected Mr. Soto's buildings through the years. And he stated how well he takes care of his properties and he wished that other property owners did the same.

City Council Citation: Vazzy's Brick Oven Restaurant for Outstanding Generosity to the Bridgeport Community.

Council member Curwen stated that every day we are confronted with the wants and needs in a community. He said it's the unsung heroes that you never hear about, such as John Pizanno, who has donated generously to various entities in Bridgeport on an annual basis. He expressed that these types of persons deserve to be recognized, because they help keep the city going – *Council President McCarthy read the citation.*

Mr. Pizanno thanked everyone for recognizing his contributions to the city.

Mayor Finch invited the Junior Council members who were present to sit up front to observe the meeting.

Personal Privilege – Council member Holloway stated that it was the first week of Black History Month. He recalled that the first night he stepped into city hall during 1978, he saw pictures of people that were of African American and Latino heritage but have since been taken down. He requested to have the wall of heritage pictures put back up. Mayor Finch stated that the request should be communicated to the City Hall Committee.

Mayor Finch spoke about the \$300 million cut that equates to 7.5% to CDBG. He noted that there is a large number of programs that will be affected. He urged everyone involved in block grants to get involved and speak up. He relayed that the purpose of block grants is to address and aid various problems that affect the city. He stressed that they need to reach out to their constituents and business leaders to help save CDBG funds. - *he read an excerpt from an article that outlined the 7.5% cut. Once again, he urged everyone to make a statement and speak up.*

Council member Holloway stated that many municipalities don't need block grant money, however, Bridgeport does. He mentioned that a conference will be held on February 16 regarding the matter and he suggested that there should be real dialogue concerning the matter. He said he planned to attend to speak up about the need for the monies and he emphasized that they all need to go hard to push for the funds.

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30-10 Communication from Central Grants and Community Development, re Grant Submission: Connecticut Department of Public Health for 2011 Lead Poisoning Prevention – Education Outreach Grant, referred to Economic and Community Development and Environment Committee.

**** COUNCIL MEMBER PAOLETTO MOVED TO APPROVE COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

**** COUNCIL MEMBER BRANNELLY SECONDED**

**** MOTION PASSED UNANIMOUSLY**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

Mayor Finch asked if there were any items to be removed from the consent calendar.

Council member T. McCarthy requested to remove item ***21-10** Miscellaneous Matters Committee Report re [Ref # 13-09 & 13-09(S)] Reaffirmation and Appointment of Members to the 2010-2012 Citizen's Union.

Council member Walsh requested to remove item ***18-10** Economic and Community Development and Environment Committee Report re Grant Submission: U.S. EPA 2010 Greenscaper Grant Program.

The Assistant City Clerk read the remaining items into the record:

***08-10** Ordinance Committee Report re Amendments to the Municipal Code of Ordinances amended to add new Chapter 2.79 Bridgeport Regional Council of Elected Officials.

***161-09(PHO)** Economic and Community Development and Environment Committee Report re Public Hearing Ordered for February 22, 2011 regarding Disposition of City Owned Properties to Habitat for Humanity.

***164-09(PHO)** Economic and Community Development and Environment Committee Report re Public Hearing Ordered for February 22, 2011 regarding

Development, Lease and Use Agreement with M.O.V.E. Yacht Club for the re-development of 148-220 Waterview Avenue.

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- *16-10** Economic and Community Development and Environment Committee Report re Grant Submission: State Department of Public Health and The Connecticut Association of Directors of Health (CADH) for 2010-2011 Childhood Lead Poisoning Prevention and Control Contract.
- *18-10** Economic and Community Development and Environment Committee Report re Grant Submission: U.S. EPA 2010 Greenscaper Grant Program. - *removed*
- *166-09** Contracts Committee Report re State Lobbying Services Agreement.
- *11-10** Contracts Committee Report re Supplement No. 1 to Lease Agreement No. DTFANE-06-L-00025 with USA, Federal Aviation Administration ATCT/AFS for space at Igor Sikorsky Memorial Airport.
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**** COUNCIL MEMBER PAOLETTO MOVED TO APPROVE
** COUNCIL MEMBER LYONS SECONDED
** MOTION PASSED UNANIMOUSLY**

Mayor Finch returned to the items that were removed:

- *18-10** Economic and Community Development and Environment Committee Report re Grant Submission: U.S. EPA 2010 Greenscaper Grant Program.

Council member Walsh questioned the co-chair of the committee to ask about the federal government dropping the grant match of \$10k. He asked if there was any city money going towards the position. Council member dePara said no, the money is coming from the city

side to the match. He stated that the scope of the position hadn't been discussed during committee. Council member Walsh acknowledged that he was satisfied with the answer.

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**COUNCIL MEMBER CURWEN MOVED TO APPROVE
COUNCIL MEMBER PAOLETTO SECONDED**

***21-10** Miscellaneous Matters Committee Report re [Ref # 13-09 & 13-09(S)]
Reaffirmation and Appointment of Members to the 2010-2012 Citizen's
Union.

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**COUNCIL MEMBER BRANTLEY MOVED TO APPROVE
COUNCIL MEMBER HOLLOWAY SECONDED**

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**COUNCIL MEMBER T. MCCARTHY MOVED TO AMEND THE ITEM FOR
THE PURPOSE OF REPLACING A COMMITTEE MEMBER THAT
RESIGNED WITH A NEW COMMITTEE MEMBER
COUNCIL MEMBER HOLLOWAY SECONDED
MOTION PASSED UNANIMOUSLY**

MINUTES FOR APPROVAL:

Approval of City Council Minutes: January 3, 2011

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**COUNCIL MEMBER BRANNELLY MOVED TO ACCEPT THE MINUTES
COUNCIL MEMBER M. AYALA SECONDED
MOTION PASSED UNANIMOUSLY**

MATTERS TO BE ACTED UPON:

129-09 Contracts Committee Report re Lease and Option to Purchase Agreement
with Four Kids Enterprise, LLC for property located at 485 Howard Avenue to
be used by the Police Department. **DENIED**

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**COUNCIL MEMBER PAOLETTO MOVED TO APPROVE
COUNCIL MEMBER T. McCARTHY SECONDED
MOTION PASSED UNANIMOUSLY**

88-09 Miscellaneous Matters Committee Report re Amendment to the City Council
Rules of Order- New Rule XXX – SURPLUS CITY PROPERTY SALES.

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**COUNCIL MEMBER T. McCARTHY MOVED TO APPROVE
COUNCIL MEMBER BRANNELLY SECONDED**

Council member Walsh thanked the committee for finally adding the item to the agenda.
He said he hoped his colleagues would support the item. He further noted the importance
of everyone getting the best deal.

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MOTION PASSED UNANIMOUSLY

UNFINISHED BUSINESS

160-09 Miscellaneous Matters Committee Report re Refund of Excess Payments.

Council member Vizzo-Paniccia stated this item was on the agenda due to the questions regarding the amount that was refunded to Harbor Yard Arena. The reason for the refund was that the properties were over assessed. She noted that the first check was issued in the amount of \$10,448.46 and the second check was issued in the amount of \$10,021.46. The amounts were adjusted by the new Tax Assessor and the Tax Collector.

Council member Walsh asked if there was any further explanation for the over assessment. Council member Vizzo-Paniccia stated the properties were double taxed per the PILOT agreement, the problem was found that they were over taxed and that was the reason for the refunds.

Council member Walsh said he has seen a number of stop judgments against the city from the prior assessment, but he thought in this case, there was an arrangement. He had a concern that there are more of these types of properties out there and he felt it will be a big problem down the line.

**** MOTION PASSED UNANIMOUSLY**

Other Business:

**** COUNCIL MEMBER PAOLETTO MOVED TO SUSPEND THE RULES FOR THE
PURPOSE OF REFERRING AN ITEM TO THE ORDINANCE COMMITTEE
** COUNCIL MEMBER CURWEN SECONDED
** MOTION PASSED UNANIMOUSLY**

Council member Paoletto explained the item pertained to a proposed amendment of the Inter-municipal Agreement with the Town of Trumbull concerning the Fairchild Wheeler Memorial High School.

**** COUNCIL MEMBER PAOLETTO MOVED TO REFER THE MATTER OF INTER-
MUNICIPAL AGREEMENT WITH THE TOWN OF TRUMBULL CONCERNING
THE FAIRCHILD WHEELER MEMORIAL HIGH SCHOOL TO THE ORDINANCE
COMMITTEE (ITEM # 31-10)
** COUNCIL MEMBER CURWEN SECONDED
** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER VIZZO-PANICCIA MOVED TO SUSPEND THE RULES FOR
THE PUPOSE OF REFERRING AN ITEM TO THE MISCELLANEOUS MATTERS
COMMITTEE
** COUNCIL MEMBER CURWEN SECONDED
** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER VIZZO-PANICCIA MOVED TO REFER RE: LAWSUIT BRYAN CASIO vs. THE CITY of BRIDGEPORT TO THE MISCELLANEOUS MATTERS COMMITTEE TO BE TAKEN UP AT THE NEXT SCHEDULED COMMITTEE MEETING (ITEM # 33-10)**

**** COUNCIL MEMBER CURWEN SECONDED
** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER BRANNELLY MOVED TO SUSPEND THE RULES FOR THE PURPOSE OF REFERRING AN ITEM TO THE PUBLIC SAFETY COMMITTEE
** COUNCIL MEMBER PAOLETTO SECONDED
** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER BRANNELLY MOVED TO REFER RE: RESOLUTION TO HONOR FALLEN FIREFIGHTERS LIEUTENANT STEVEN VELASQUEZ AND FIREFIGHTER MICHEL BAIK BY INCLUDING THEIR NAMES ON THE STREET SIGN AT THE INTERSECTION OF OCEAN TERRACE AND OSBORNE STREET, ADJACENT TO THEIR FIREHOUSE 7 & 11 TO THE PUBLIC SAFETY COMMITTEE (ITEM # 32-10)**

**** COUNCIL MEMBER dePARA SECONDED
** MOTION PASSED UNANIMOUSLY**

Council member Lyons thanked everyone for their support during her surgery and recovery. She stated that it's the end of her surgery, through God's grace!

ADJOURNMENT

**** COUNCIL MEMBER T. McCARTHY MOVED TO ADJOURN
** COUNCIL MEMBER BRANTLEY SECONDED
** MOTION PASSED UNANIMOUSLY**

The meeting adjourned at 8:00 pm.

Respectfully submitted,

Diane Graham
Telesco Secretarial Services



CITY OF BRIDGEPORT
OFFICE OF THE TAX COLLECTOR

45 Lyon Terrace
Bridgeport, Connecticut 06604
Telephone 576-7271 Fax 332-5628
Collection Division 576-7266

BILL FINCH
Mayor

ANNE KELLY-LENZ
Tax Collector

Comm#23-10 Referred to Miscellaneous Matters Committee on
2/7/2011

DATE: Jan 14th 2011
TO: Committee on Miscellaneous Matters
FROM: Anne Kelly-Lenz *AKL*
SUBJECT: Refund of Excess Payments

I hereby request tax refunds for the accounts detailed on the attached list, in accordance with the provision of Section 12-129 of the General Statutes of the State of Connecticut. The Tax Collector, after examination of such applications, recommends to the honorable body in favor of such applicants for the amounts so certified.

Section 12-129: Refund of excess payments. Any person, firm or such corporation who pays any property tax in excess of the principal of such tax as entered in the rate book of the tax collector and covered by his warrant therein, or in excess of the legal interest, penalty or fees pertaining to such tax, or who pays a tax from which the payer is by statute exempt and entitled to an abatement, or who, by reason of a clerical error on the part of the assessor or board of tax review, pays a tax in excess of that which should have been assessed against his property, or who is entitled to a refund because of the issuance of a certificate of correction may make application in writing to the collector of taxes for the refund of such amount. Such application shall be made not later than three years from the date such tax was due and shall contain a recital of the facts and shall state the amount of the refund requested.....

RECEIVED
CITY CLERK'S OFFICE
2011 JAN 19 P 12:04
ATTEST
CITY CLERK

Manafort Brothers INC.
C/O Robert J. King
414 New Britain Ave
Plainville CT 06062

Assessment reversed per Court STIP judgment and City directed to refund overpayment

Refund due: **\$18,225.71**



City of Bridgeport, Connecticut
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT

999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE: (203) 576-7221
FAX: (203) 332-5611

BILL FINCH
Mayor

COMM#24-10 Referred to Contracts Committee on 2/7/2011

Donald C. Eversley
Director

December 1, 2010

City Clerk
45 Lyon Terrace
Bridgeport, CT 06604

RE: Authorization to Enter into a Lease-Purchase Agreement for 485 Howard Avenue
Pursuant to RFP Results

Dear City Clerk:

Please find attached a resolution to approve a "Lease and Option to Purchase Agreement" by which the City proposes to lease and potentially purchase the real property at 485 Howard Avenue for use by the Police Department.

This proposal to lease-purchase 485 Howard Avenue is brought before the Council pursuant to a recently concluded RFP process and is based upon the analysis and recommendation of both the Police Department and the Office of Planning and Economic Development.

Please find attached as well a copy of the proposed "Lease and Option to Purchase Agreement," as well as a summary of the RFP process, and an analysis of the results. I would ask that this item be referred to Contracts Committee.

Thank you.

Sincerely,


Max Perez

Senior Economic Development Associate

C: Mayor Finch
Andrew Nunn, CAO
Donald Eversley, Director OPED
Ron Pacacha, Associate City Attorney

ATTEST
CITY CLERK

RECEIVED
CITY CLERK'S OFFICE
2011 JAN 14 A 9:41

**A Resolution Approving a "Lease and Option to Purchase Agreement"
for 485 Howard Avenue**

WHEREAS, the City of Bridgeport is desirous of leasing and potentially purchasing a facility to house various functions of the Police Department so as to make better tactical use of existing resources and to allow for future growth and flexibility; and

WHEREAS, on behalf of the Police Department, the City's Office of Planning and Economic Development (OPED) has conducted a Request for Proposals (RFP) process by which it has publicly solicited competitive offers of real estate for the Police Department's consideration; and

WHEREAS, OPED and the Police Department have analyzed all the RFP responses and have visited all the sites and facilities; and

WHEREAS, that analysis indicates that the property at 485 Howard Avenue offers the best economic value, physical utility, and tactical advantage of all the properties considered; and

WHEREAS, the Office of the City Attorney has prepared and attached to this resolution a "Lease and Option to Purchase Agreement" which allows for the City to have an affordable lease payment on the facility as well as an exclusive option to purchase at appraised value; and

WHEREAS, the Police Department has consulted with the City's Office of Policy and Management and has determined that sufficient financial resources exist to enter into the proposed "Lease and Option to Purchase Agreement"; and

WHEREAS, the "Lease and Option to Purchase Agreement," has been reviewed and approved by the City Hall Committee and has received a favorable 8-24 review from the Planning and Zoning Commission;

NOW THEREFOR BE IT RESOLVED that the attached "Lease and Option to Purchase Agreement" for 485 Howard Avenue is approved; and be it further resolved that the Mayor or his delegate is authorized to execute all documents and do all other things necessary in connection with such transaction.

LEASE AND OPTION TO PURCHASE AGREEMENT

THIS AGREEMENT made as of this ___ day of _____ in the year 2010 between **Four Kids Enterprises, LLC**, a limited liability company organized under the laws of the State of Connecticut, with offices located at 485 Howard Avenue in the City of Bridgeport, County of Fairfield and State of Connecticut, (hereinafter designated as the "**Lessor**") and the **CITY OF BRIDGEPORT**, a municipal body corporate and politic, having an address at 45 Lyon Terrace, Bridgeport, CT 06604 (hereinafter designated as the "**Lessee**").

WITNESSETH:

1. **PREMISES.** In consideration of the rents and covenants herein reserved and contained on the part of the Lessee to be paid, performed and observed, the Lessor does hereby demises and leases unto the Lessee the land and improvements located at 485 Howard Avenue, in the City of Bridgeport, Fairfield County, Connecticut as more particularly set forth and described on **Schedule A** attached hereto and made a part hereof ("**Premises**").
2. **TERM: USE: CONFIDENTIALITY.** (a) The Lessor grants to the Lessee the exclusive right to occupy said Premises in quiet and undisturbed possession for a term of three (3) years commencing either (i) the first day of September, 2010 or (ii) such other date that is the first day of the month following approval of this Agreement by the Bridgeport City Council, or (iii) such other date as the parties may mutually agree, provided that Lessee makes all payments hereinafter provided ("**Term**"). The Premises shall be used and occupied by the Lessee for no other purpose than that for which the Premises are leased, namely operations and activities of the Bridgeport Police Department ("**Use**"). Due to the confidential nature of police operations, the Lessor agrees to enter into a confidentiality agreement ("**Confidentiality Agreement**") in the form attached hereto as **Schedule B**.
3. **RENT.** Lessee agrees to pay to the Lessor as rent for the Premises annually the sum of One Hundred Fifty-Seven Thousand (\$157,000.00) Dollars ("**Rent**"), which Rent shall be paid in equal monthly installments of Thirteen Thousand Eighty-Three and 33/100 (\$13,083.33) Dollars on the first day of each and every month during the Term hereof, in advance. The Lessor agrees that the Lessee shall pay the Rent monthly on the Lessor's behalf to the Lessor's lender, the Grow America Fund ("**Lender**") in connection with that certain [promissory note and mortgage dated _____ and recorded in Book _____ at Page _____ of the Bridgeport Land Records] at the following address or at such other address as the Lender shall designate from time to time:

[Lender Address]
4. **WASTE AND REPAIRS.** Lessee agrees to keep the entire Premises in good repair, and at the end of the Term shall deliver the Premises to the Lessor in good order and condition, reasonable wear and tear and deterioration by the elements excepted.
5. **PROHIBITION AGAINST ASSIGNMENT, SUBLETTING, AND ALTERATIONS.** The Lessee shall not assign, sublet, mortgage or pledge this Agreement, nor let the whole or any part of the Premises, nor make any structural alterations in the Premises without the Lessor's prior written consent, which the Lessor agrees will not be unreasonably withheld or delayed; nor in any event permit the Premises 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 Premises that will in any way increase the rate of fire insurance on the building or on the property kept herein; and in the event that, by reason of acts of the Lessee, there

shall be any increase in the rate of insurance on the building or the contents thereof, the Lessee hereby agrees to pay such increase. The acceptance of Rent by the Lessor from any assignee, subtenant, or successor in interest of the Lessee, with or without notice, shall not relieve the Lessee herein from the obligations hereunder, nor shall it be deemed to waive the right of the Lessor at any time thereafter to elect to terminate this agreement on account of such assignment, subletting or transfer thereof.

6. LAWS AND GOVERNMENTAL REGULATIONS. The Lessee agrees to comply promptly with all laws, rules and orders of Federal, State and Municipal Governments, including the City of Bridgeport, and all of their departments applicable to the Premises.

7. INDEMNIFICATION; SELF-INSURANCE.

(a) **Indemnification.** To the fullest extent permitted by law, the Lessee, its contractors and agents (the "**Indemnitor**"), agrees to indemnify, save and hold the Lessor, its employees and agents (the "**Indemnitee**") harmless from and against any and all liability, damage, loss, claim, demand, action and expenses of any nature whatsoever, including, but not limited to costs, expenses, and reasonable attorneys' fees that arise out of or are connected with: (i) any negligent act, error or omission by the Indemnitor in the performance of this Agreement; (ii) the negligent failure of the Indemnitor to comply with the laws, statutes, ordinances or regulations of any governmental or quasi-governmental agency or authority having jurisdiction over the Premises; and (iii) the breach of any material term or condition of this Agreement by the Indemnitor. The provisions of this indemnification article shall not be construed as an indemnification of the Indemnitee for any loss or damage attributable to the sole act or omission of the Indemnitee. The indemnity set forth above shall survive the expiration or any earlier termination of this Agreement.

(b) **Insurance.** The Lessee is self-insured as to all of its obligations under this Lease, including but not limited to any damage to the premises. Upon the execution of this Agreement, the Lessee shall provide an original letter from the Office of the City Attorney in the form attached hereto as Schedule C.

(c) **Incremental Cost of Insurance.** In the event that the Lessor's insurance costs for the Premises are increased as a direct result of the Lessee's presence and activities, the Lessor will notify the Lessee of such incremental cost increase with backup documentation reasonably satisfactory to the Lessee and the Lessee shall pay the incremental cost increase as part of the monthly Rent next becoming due.

8. EXTRA EXPENDITURES. In the event that the Lessor shall make any expenditure for which the Lessee is responsible under this Agreement within thirty (30) days after written notice, then the amount thereof shall be payable within ten (10) days of written demand or may at the Lessor's sole election be added to and be deemed a part of the installment of Rent next coming due.

9. ADDITIONS AND IMPROVEMENTS. Before Lessee desires to make alterations, additions or improvements to the Premises, it shall request in writing the Lessor's consent ("**Consent**"), which request shall include a disclosure of the Lessee's plans. The Lessor shall not delay, withhold or deny its Consent using its commercial business judgment, reasonably exercised. Upon receipt of Consent, the Lessee shall make the approved alterations, additions or improvements in compliance with all requirements of public agencies and authorities having jurisdiction over the Premises. All alterations, additions and improvements (except trade fixtures) installed at the Lessee's expense shall become the property of the Lessor upon a default by Lessee that is not cured pursuant to this Agreement and shall remain upon and be surrendered with the Premises as a part thereof at the termination of this Agreement.

10. RIGHT OF ENTRY. The Lessor or its representatives shall have the right to enter into the upon said Premises or any part thereof subject to the terms of the Confidentiality Agreement at all reasonable

hours in the case of an emergency to examine the Premises and the Lessee shall not be entitled to any abatement or reduction of Rent but at all other times shall give the Lessee twenty-four (24) hours prior notice. Lessor shall have the further right, upon the occurrence of a Lessee default, to install "For Rent" or "For Sale" signs on the Premises. In exercising the rights under the within paragraph, the Lessor agrees that it will not unreasonably interfere with the Lessee's Use.

11. SIGNS. The Lessee shall not place any signs at, in, or about the Premises except as and where first approved by the Lessor, and the Lessor shall have the right to remove any sign when and if approved in order to paint the building or Premises or make other repairs or alterations.
12. CONDEMNATION. If the Premises shall be taken or condemned in whole or in part, then the term of this Agreement shall, at the option of the Lessor, forthwith cease and terminate, and the Lessor shall be entitled to that portion of the award relating to the ownership of the land and the Lessee shall be entitled to receive the value of its leasehold interest and improvements in the Premises and the Rent shall abate proportionately in the case of a partial taking of the Premises demised under this Agreement.
13. REAL ESTATE TAXES. Real estate taxes due and payable by Lessor on the Premises shall be deemed included in the Rent payable hereunder. Real estate taxes must be paid current at the execution of this Lease. Lessor shall be responsible for paying all real estate taxes in a timely manner and shall provide the Lessee with evidence of payment no later than January 31st and July 31st of each year during the Term, provided, however, that, so long as the Rent is being paid by the Lessee to the Lender, the Lender shall pay all real estate taxes in a timely manner.
14. WAIVER OF BREACH. No waiver at any time of the right to terminate this agreement shall impair the right of the Lessor to insist upon such termination in the event of the Lessor subsequently acquiring such right, nor shall the acceptance of Rent at any time constitute such waiver or waiver of damages, and in addition to any other remedies which the Lessor may have, the Lessor may apply for and obtain an injunction to enforce the Lessor's rights.
15. MORTGAGES. This Agreement is and shall always be subordinate to any mortgage or mortgages obtained from a bona fide lending institution, which now or shall at any time be placed upon the Premises, and the Lessee 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. During the Term, the Lessee may request a non-disturbance agreement from any mortgage holder.
16. LIEN FOR RENT. All property of the Lessee in or upon the Premises is hereby subjected to a lien in favor of the Lessor and shall be and remain subject to such lien of the Lessor for the payment of all rents and other sums agreed to be paid by the Lessee herein should the Lessee herein be in default of any payment or other obligation to the Lessor which remains unpaid after notice of default and failure to cure.
17. MODIFICATION. No provisions of this Agreement shall be waived or altered except by written endorsement hereon or attached hereto and signed by the Lessor and Lessee.
18. NUISANCES. The business of the Lessee will be conducted in such a manner as not to create any nuisance nor to interfere with, annoy or disturb other tenants or the Lessor in the management of the building.
19. FIRE CLAUSE. In the event that the Premises leased, or the building of which the same is a part, shall be partially damaged by fire or the elements, the Lessee shall give immediate notice thereof to the Lessor, and the same shall be repaired as speedily as possible (but due allowance shall be made for any delay arising in connection with adjustment of the fire insurance loss, or from other causes beyond the Lessor's or the Lessee's sole control) and the Rent accruing to the Lessor shall not cease. The Lessee shall be responsible for making prompt repairs to the Premises if the damage was caused by Lessee's negligence and in all other cases such repairs shall be the responsibility of the Lessor as beneficiary under

the property, fire and casualty insurance policy kept by Lessor to protect the Premises. In the event a part of the Premises is so damaged as to make a part thereof untenable, the Rent shall not cease but shall be adjusted pro rata for the portion of the Premises that is untenable for the period that it remains so. In the event that the damage should be so extensive as to render a substantial portion of the Premises untenable in the reasonable judgment of the Lessee upon written notice from the Lessee, the Lessee may declare that it no longer wishes to occupy the Premises, whereupon this Agreement shall terminate and come to an end and the parties shall have no further obligations to each other except for those obligations arising prior to the date of termination.

20. DEFAULTS: REMEDIES. In the event that the Lessee shall default in the payment of Rent the Lessor shall give ten (10) days written notice of such default, and the Lessee shall cure such default within such period. In the event that the Lessee shall default in said Lease by violating or omitting to perform any of the provisions herein contained, the Lessor shall give thirty (30) days written notice of such default, violation or omission, and the Lessee shall cure said default within such period, unless due to the nature of the default it cannot be cured within such 30-day period in which case the Lessee shall be entitled to additional thirty (30) day period in which to cure such default provided that the Lessee is pursuing such cure with its best efforts and due diligence. If the default has not been cured within such time period, this Agreement shall cease and come to an end and the parties shall have no further obligations to each other except for those obligations arising prior to the date of termination. Upon termination, the Lessor or Lessor's agents or representatives may re-enter said Premises by summary proceedings without being liable for prosecution therefor, take possession of said Premises and remove all persons therefrom. If the Lessor shall elect, Lessor may re-let the same as the agent for the Lessee or otherwise, and receive the rent therefor, applying the same first to the payment of such expenses as the Lessor may be put to in entering and letting, and then to the payment of the Rent payable under this Agreement and the fulfillment of the Lessee's covenants hereunder; the balance (if any) to be paid to the Lessee who shall remain liable for any deficiency. Suit or suits for the recovery of such deficiency or damage may be brought by the Lessor from time to time at the election of the Lessor and nothing herein shall be deemed to require the Lessor to await the date whereon this Agreement or the Term would have expired by limitation had there been no such default by the Lessee.

21. BANKRUPTCY. In the event that the Lessee shall become bankrupt or shall make a voluntary assignment for the benefit of creditors, or in the event that a receiver of the Lessee shall be appointed, then, at the option of the Lessor, and upon five (5) days' notice to the Lessee of the exercise of such option, this Agreement shall cease and come to an end.

22. RULES AND REGULATIONS. The Lessor 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 and for the preservation of good order therein, all of which rules and regulations shall be carried out and observed by the Lessee. Lessee agrees to abide by the existing rules and regulations, which rules may be changed or amended from time to time at the option of the Lessor. Such rules and regulations are attached hereto as **Schedule D**.

23. QUIET POSSESSION. The Lessor hereby covenants that the Lessee, upon paying the Rent as herein reserved, and performing all of the covenants and agreements herein contained on the part of the Lessee shall and may peaceably and quietly have, hold, and enjoy the Premises hereby demised.

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

25. HOLDING OVER. No holding over and continuing any occupancy or activities by the Lessee after the expiration of the Term herein shall be considered as a renewal or extension of the Term under this Agreement. If, however, the Lessee shall occupy said Premises with or without the consent of the Lessor after the expiration of this Agreement, and Rent is accepted from the Lessee, such occupancy and payment shall be construed as an extension of this Agreement for the period of one month only from the date of such expiration, and occupation thereafter shall operate to extend this Agreement for but one

month at a time unless other terms of such extension are endorsed hereon in writing and signed by the parties hereto.

26. DAMAGE CAUSED BY DEFECTS. Lessor shall not be held liable for damage by reason of any latent defect in the Premises nor shall it be liable for damage to the goods or property of the Lessee caused by water leaks or the failure of water, sewer, or drain pipes. It is understood that this clause shall not apply to any negligent or intentional act or omission of the Lessor.

27. OBLIGATIONS FOR REPAIRS AND MAINTENANCE. The Lessee shall be responsible, at its sole cost and expense, for the construction of any improvements to the Premises, all of which shall require the Lessor's Consent, except as otherwise specifically referred to herein. Lessee shall also be responsible for all ordinary maintenance, repairs and replacements, and for all other expenses related to the Lessee's use of the Premises during the Term. For purposes of this paragraph 27, "replacements" shall mean the Lessee's obligation to replace building fixtures, features or equipment defined by the Internal Revenue Code, as amended, as having a useful life of five(5) years or longer. Lessee's obligations for maintenance, repair and replacement, include but are not limited to the following:

A.

- (a) Salaries, wages, medical and general welfare benefits of Lessee's employees who are used for the operation and maintenance of the Premises and the land on which it stands, including payroll taxes and workers' compensation insurance premiums;
- (b) Electricity, gas, telephone, water, sewer, cable, satellite and other utility costs and fees;
- (c) All heating, air-conditioning and ventilation maintenance costs;
- (d) All utility taxes, if any, surcharges, and all water and sewer charges;
- (e) All personal property taxes and assessments levied against the Lessee's personal property and its leasehold interest in the Premises;
- (f) All costs for construction, repairs, maintenance costs, housekeeping, including building and cleaning supplies, service contracts with others, landscaping, cleaning of parking areas, leaf and snow removal, garbage disposal and the like; and
- (g) All costs of perimeter fencing, gates, locks, security lights, security cameras and the like.

B. In any case where the Lessee conducts a public bidding process for improvements to the Premises, such improvements shall be performed at Lessee's sole expense. In connection with any such public bidding process, the Lessee will make the Lessor's construction company aware of the requirements of the bid and the Lessor may bid on such work, subject to the City's procurement rules and regulations..

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

29. DISPUTE RESOLUTION.

The parties agree that all disputes between them arising under this Agreement or involving its interpretation, if they cannot be first resolved by mutual agreement, shall be resolved by a court having competent jurisdiction over the parties located in Fairfield County, Connecticut.

30. NOTICES. Whenever it is provided herein that notice, demand, request or other communication shall or may be given to either of the parties by the other, such notice, demand, request or other communication shall be in writing and, any law or statute to the contrary notwithstanding, shall not be effective for any purpose unless it shall be served by delivering such notice by recognized overnight carrier or by mailing such notice by certified or registered mail, postage prepaid, return receipt requested, to the address listed in this Agreement or to such other address as either party may from time to time designate by notice given to the other by registered or certified mail. Any such notice, demand, request, or other communication shall be deemed to have been given on the date two (2) days after it is duly delivered to a recognized overnight carrier or after being deposited in any facility of the United States Postal Service.

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

32. ENTIRE AGREEMENT. This Agreement and the exhibits and schedules attached hereto 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 agreement or understanding with respect to this transaction occurring at or prior to the execution and delivery hereof, including any previous agreement or communication relating thereto between the parties, is specifically superseded by this Agreement and shall be of no effect in interpreting 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.

33. 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.

34. ENVIRONMENTAL PROVISIONS. [The Capitalized terms used herein are defined at the end of this provision.] The Lessee hereby agrees, unconditionally, absolutely and irrevocably, jointly and severally, if more than one, to indemnify, defend and hold harmless the Lessor from and against and in respect of any loss, liability, cost, injury, expense or damage of any and every kind whatsoever (including, without limitation, court costs, reasonable attorneys' fees, consultants' fees and experts' fees and expenses, whether or not litigation is commenced) which at any time or from time to time may be claimed, suffered or incurred in connection with any inquiry, charge, claim, cause of action, demand, abatement order or lien made or arising directly or indirectly or in connection with, with respect to, or as a direct or indirect result of the presence on or under, or the Release from the Premises into the Environment of any Hazardous Substances including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under or as a result of the enforcement of the Environmental Laws, whether now known or unknown, including without limitation:

(a) the removal, encapsulation, containment or other treatment, transport or disposal of Hazardous Substances on the Premises or emanating therefrom;

(b) the imposition of a lien against the Premises, including liability resulting from Lessee's failure to take prompt steps to remove, and to remove, such lien by payment of the amount owed or by the furnishing of a bond, cash deposit or security in an amount necessary to secure the discharge of such lien or the claim out of which the lien arises;

(c) any inquiry, claim or demand, by any person including without limitation, any costs incurred in connection with responding to or complying with such inquiry, claim or demand;

(d) any failure of the Premises or Lessee's use thereof to comply with all applicable Environmental Laws, and the defense of any litigation, proceeding or governmental investigation relating to such failure to comply with Environmental Laws;

(e) any personal injury concerning or relating to the presence of Hazardous Substances on or emanating from the Premises, or as a result of activities conducted on or with respect to the Premises in connection with the remediation of Hazardous Materials thereon or emanating therefrom.

The provisions of this indemnification shall govern and control over any inconsistent provision of any other document executed or delivered by Lessee in connection with this Agreement. This paragraph shall survive the expiration of the Term or the earlier termination of the Agreement and shall be a continuing obligation of the Lessee and shall be binding upon the Lessee, its successors and permitted assigns, and shall inure to the benefit of the Lessor, its successors and assigns.

Definitions

(i) "Lessee" means the occupant of the Premises or any part thereof and its successors and permitted assigns, officers, directors, partners, employees, agents, representatives, contractors and subcontractors, and including its parent, subsidiary or affiliated corporations.

(ii) "Environment" means any water or water vapor, any land including the land surface and subsurface, air, aquatic life, wildlife, biota and all other natural resources and features.

(iii) "Environmental Laws" means, without limitation, all federal, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes relating to the protection of the Environment and/or governing the use, storage, production, treatment, generation, transportation, processing, handling or disposal of Hazardous Substances, and the rules, regulations, policies, guidelines, interpretations, decisions, orders and directives, whether formal or informal, of federal, state and local governmental agencies and authorities with respect thereto, as they may be amended, renumbered, substituted or supplemented from time to time, and those Environmental Laws that may come into being or into effect in the future.

(iv) "Environmental Permits" means, without limitation, all permits, licenses, approvals, authorizations, filings, consents or registrations required by any applicable Environmental Law in connection with (a) the ownership, use and/or operation of the Premises for the use, storage, production, treatment, generation, transportation, processing, handling or disposal of Hazardous Substances, or (b) the sale, transfer, encumbrance or conveyance of all, or any portion of the Premises.

(v) "Hazardous Substances" means, without limitation, any flammable, explosive, corrosive or ignitable material, characteristic waste, listed waste, radon, radioactive material, asbestos, ureaformaldehyde foam insulation, polychlorinated biphenyls, petroleum and petroleum-based wastes, methane gas, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials, mixtures or derivatives having the same or similar characteristics and effects, as defined in, listed under, or regulated by various federal, state or local environmental statutes, including, without being limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.) ("CERCLA"), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801 et seq.), the Emergency Planning and Community Right to Know Act, 42 U.S.C. 11001 et seq., as amended, the Resource, Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. Section 1251, et seq.), the Clean Air Act, as amended (42 U.S.C. Section 7401 et seq.), as amended, the Clean Water Act, as amended (33 U.S.C. 1251 et

seq.), the Safe Drinking Water Act, as amended (42 U.S.C. 300, et seq.), or as such substances are defined under any similar state laws or regulations, including, without being limited to, the release of substances constituting a "spill" as defined in Connecticut General Statutes Section 22a-452(c).

(vi) "Improvements" means the buildings, structures and other physical improvements previously existing, presently located on, or to be constructed on the Premises.

(vii) "Premises" means the real property described herein, and its appurtenances.

(viii) "Release" or "spill" shall have the same meaning given to those terms under the Environmental Laws whether they are historic or sudden, and without regard to quantity.

35. OPTION TO PURCHASE. Notwithstanding anything to the contrary contained in this Agreement, the Lessor grants to the Lessee the following option to purchase the Premises:

(a) The Lessor hereby gives, grants, bargains and conveys to the Lessee, an exclusive option to purchase the Premises on the terms and conditions described herein ("Option"). The Option shall last for a period commencing on the date first above written and shall expire at 5:00 p.m. on a date sixty (60) days prior to the expiration of the Term ("Option Period"). The Option may be exercised at any time during the Option Period, unless this Agreement is earlier terminated as a result of Lessee's default, by the Lessee giving written notice to the Lessor. The purchase price for the Premises shall be determined by establishing the fair market value thereof by independent appraisal. Upon the Lessee's exercise of the Option, each party shall commission an appraisal at its sole cost and expense. The purchase price shall be the average of the fair market value found in the two (2) appraisals, provided, however, that if the fair market values found in such appraisals shall differ by more than ten (10) percent from one another, the matter of valuation shall be submitted to an independent, neutral appraiser selected by the parties' respective appraisers. The neutral appraiser shall determine the fair market value to be paid by the Lessee within thirty (30) days after the matter is submitted to the neutral appraiser, and such value shall be final and binding. If the Lessee does not agree to purchase the Premises based upon the fair market value of thereof determined by the appraisal procedure described above, it shall give prompt notice to the Lessor, in which case the Lessee may elect to either continue to occupy the Premises in accordance with this Agreement or may terminate, in which case this Agreement shall come to an end and the parties shall have no further obligations to one another except for those obligations arising prior to the termination thereof.

(b) The closing date for the transfer of title to the Premises shall be within ninety (90) days after the Option is exercised and fair market value of the Premises is determined in accordance with this Agreement, subject to the Lessee's acceptance of title, as set forth below. Lessee has the right to conduct inspections and testing of the Premises during such 90-day period and may reject the condition of the Premises and elect not to proceed to close title.

(c) Transfer of title to the Premises and all the improvements thereon shall be by full covenant Warranty Deed in Connecticut form free and clear of all liens, charges and encumbrances, clouds and defects, and such other permitted encumbrances agreed to by the Lessee, including such other matters of record, including but not limited to, reservations, limitations, easements and conditions, zoning ordinances, and taxes and assessments, both general and special, which are a lien but not yet due and payable.

(d) Within fifteen (15) days after exercising the Option, the Lessee shall order a preliminary title report in the form of a commitment to issue a title policy requested by Lessee in accordance with the terms of this Agreement, with instructions to the title agent or title company to simultaneously deliver a copy of the report to the Lessor. Within ten (10) days after Lessee receives the title report, the Lessee shall deliver to Lessor a written notice containing all restrictions, reservations, limitations, easements, liens, and conditions of record (collectively,

"**Claimed Title Defects**") disclosed in the title report which are objectionable to Lessee as not being in accordance with the terms and conditions of this Agreement. Upon receipt of such notice, Lessor shall immediately commence action to cure or remove or remove of record such Claimed Title Defects in accordance with the Standards of Title published by the Connecticut Bar Association ("**Standards of Title**"). Nothing shall constitute an encumbrance, lien, objection or other ground for a defect in title for the purposes of this Agreement if the Standards of Title of the Connecticut Bar Association currently in effect recommend that no corrective or curative action is necessary in circumstances substantially similar to those presented by such encumbrance, lien, objection or other ground. No attempt to cure any alleged encumbrance, lien, objection or other ground shall constitute an admission of its validity.

(e) The Lessor shall be responsible for delivering fee simple title to the Lessee insurable at ordinary title insurance rates and the Lessee shall bear the responsibility for all closing costs, including but not limited to costs for recording, conveyance taxes, if any, title reports, and premiums for title insurance.

(f) The Lessee's Option shall survive any change of ownership in the Premises or foreclosure thereof.

36. MISCELLANEOUS

(a) **Nondiscrimination.** The Lessee 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 (see Municipal Code of Ordinances, Chapter 3.12) on the grounds of race, color, national origin, religion, sex, sexual orientation, disability or veteran status, marital status, mental retardation or physical disability in any manner prohibited by the laws of the United States or of the State of Connecticut.

(b) **Singular, Plural, Gender, etc.** Wherever in this Agreement the context so requires, the singular number shall include the plural number and vice versa, and any gender herein used shall be deemed to include the feminine, masculine or neuter gender.

(c) **Independent Contract.** This Agreement is entered into solely to define the rights and obligations, risks and liabilities of the parties hereto. This Agreement, and any document or agreement entered into in connection herewith, shall not be deemed to create any other or different relationship between the Lessor and the Lessee other than as expressly provided herein. The Lessee acknowledges that the Lessor is not a partner or joint venturer with the Lessee and that the Lessor and Lessee are landlord and tenant only, respectively.

(d) **Prohibition Against Assignment.** The Lessee may not transfer, hypothecate or in any way alienate or assign its interest in this Agreement or delegate any duties to be performed by it hereunder. The Lessor may assign its interest in this Agreement at any time to any person or entity that assumes the Lessor's obligations from the date of the assignment hereunder; provided, however, that, absent express consent in writing by the Lessor, such assignment shall not release the Lessor from its obligations to the Lessee hereunder.

(e) **No Waiver.** No waiver of any party's default hereunder by the other party hereto at any one time shall be construed as a waiver by such party of any subsequent breach of the same or another term of this Agreement by the other party.

(f) **Ownership of Documents.** All drawings, specifications, surveys, test results, models, plans, permits and other information required from the Lessee by this Agreement shall be the sole and exclusive property of the Lessor.

(g) Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of the Lessor and the Lessee and the Lessee's permitted successors, assigns and legal representatives not inconsistent with this Agreement.

(h) Captions. The captions and headings contained herein are for convenience only and are not to be construed as part of this Agreement, nor shall the same be construed as defining or limiting in any way the scope or intent of the provisions hereof.

(i) Partial Invalidity. If any term or provision of this Agreement shall be found to be illegal, unenforceable or in violation of the laws, statutes, ordinances or regulations or any public agency or authority having jurisdiction over the parties or the Premises by a court of competent jurisdiction, then, notwithstanding the illegality or enforceability of such term or provision, this Agreement shall be and remain in full force and effect and such term shall be deemed stricken therefrom; provided, however, that this Agreement shall be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision.

(j) Survival. The terms, provisions, representations, warranties and certifications contained in this Agreement, or inferrable therefrom, shall survive the completion of or the earlier termination of this Agreement, subject to all applicable statutes of limitation and repose.

(k) Precedence of Documents. In the event that there exists any ambiguity or conflict between this Agreement and any other document referred to herein, the terms of this Agreement shall govern as to all matters of interpretation.

(l) City Council Approval of Agreement Required. This Agreement shall not become effective until the City Council of the City of Bridgeport approves the same, the Agreement is executed by the Mayor, and the Lessee delivers a fully-executed original thereof to the Lessor.

(m) No Broker. The parties hereto are signing this Agreement in reliance upon the representations of the other party that there is no broker, agent or finder who brought the Property to the Lessee's attention or in any way negotiated the Agreement with the Lessee. The parties mutually agree that each shall indemnify the other against, and hold the other harmless from, and defend such other party from and against any loss resulting from the claim or lien recorded against the Premises of any broker, salesperson or finder for a fee or commission due where it is claimed that said broker, salesperson or finder brought the Premises to the attention of the Lessee or the Lessee's representatives, or interested the Lessee in the Premises, or in any manner dealt with the Lessee with respect to the Premises. Such indemnity shall include all costs of defending any such claim, including reasonable attorneys' fees. This paragraph shall survive the transfer of the Premises or the earlier termination of this Agreement.

(n) Notice of Lease. The material terms and conditions of this Agreement may be incorporated into a notice of lease and may be recorded on the Bridgeport Land Records.

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

Signed, Sealed and Delivered

LESSOR

In the Presence of:

Name:

Title:

Duly-authorized

Signed, Sealed and Delivered

LESSEE

In the Presence of:

Name:

Title:

Duly-authorized

LENDER

The Lender acknowledges and accepts the Lessor's entry into this Lease and acknowledges the Lender's direction that Rent payments be made directly from Lessee to the Lender.

Name:

Title:

Duly-authorized

Schedule A

Description of the Demised Premises

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement is entered into effective this ____ day of ____, 2010 by and between **Four Kids Enterprises, LLC** ("Lessor") and the **City of Bridgeport** ("Lessee").

RECITALS

The parties will be entering or have entered that certain Lease and Option to Purchase Agreement dated _____ related to the lease of 485 Howard Avenue, Bridgeport, CT 06605 ("Premises") from Lessor to Lessee;

The Lessee's use of the Premises for police activities has aspects that are confidential in nature and, if divulged, might compromise or adversely affect the health, safety and welfare of the general public;

The Lessor agrees to keep the nature of the Lessee's activities at the Premises in confidence in accordance with the terms of this Agreement;

NOW THEREFORE, in consideration of the mutual and dependent promises hereinafter set forth, the parties, intending to be legally bound, do hereby agree as follows:

1. **CONFIDENTIAL INFORMATION**

a. Designation of Confidentiality. The parties acknowledge that the Lessee's use of the Premises is confidential in nature due to the fact that the Lessee will be conducting police activities and storing equipment of various types at the Premises. Police activities, operations, identification of personnel, equipment and the like shall not be disclosed by the Lessor ("Confidential Information") except as may be permitted in this Agreement.

b. Non-Disclosure. At all times during the Term of the Lease and thereafter, the Lessor agrees to keep in confidence all Confidential Information, and shall not use, disclose, disseminate, publish, or otherwise transmit, directly or indirectly, any such Confidential Information.

The Lessor shall be relieved of its obligation of confidentiality and nondisclosure hereunder if Confidential Information is required to be disclosed by any applicable Freedom of Information Act request,

or by subpoena, judgment, order or decree of any court or governmental body or agency having jurisdiction, or by any law, rule or regulation, provided however, that, in connection with any such requested disclosure, the Lessor receiving the disclosure request shall give the Lessee prompt written notice of the requested disclosure pursuant to this exception in order to permit the Lessee to oppose such requested disclosure at Lessee's own expense and to whatever extent possible, Lessee may seek an order or agreement providing for continued confidential treatment of such Confidential Information by the applicable authority that governs such requested disclosures, and shall obtain an order or agreement absolving the Lessor of any requirement to disclose the Confidential Information sought. If such orders or agreements cannot be timely obtained by the Lessee, the Lessor shall be permitted to comply with the request.

d. Any and all Confidential Information that becomes public knowledge or loses its protected status or confidential nature by means other than a breach of this Agreement by the Lessor or its attorneys or agents shall no longer be subject to the restrictions of this Agreement. In addition, no information or documentation already in the possession of the Lessor or its attorneys or agents shall be subject to the restrictions of this Agreement.

2. INJUNCTIVE RELIEF

The Lessor acknowledges that the injury to the Lessee resulting from any violation of any of the covenants contained in this Agreement will be of such character as cannot adequately be compensated by money damages and, accordingly, the Lessee may, in addition to pursuing its other remedies, obtain an injunction from any court having jurisdiction of the matter restraining any such violation, and that no bond or other security shall be required in connection with such injunction.

3. GENERAL

a. All notices hereunder shall be in writing in the manner set forth in the Lease.

b. The laws of the State of Connecticut shall govern all questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement without regard to conflicts of laws principles.

c. This Agreement contains the complete agreement between the parties with respect to the subject matter hereof, supersedes any prior understandings, agreements or representations by or between parties, written or oral, which may have related to the subject matter hereof, and may not be altered except by a writing signed by all parties hereto.

d. The failure of any party hereto to exercise its rights under this Agreement shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

e. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective as of the date first above written.

Lessor

By _____
Name
Title

CITY OF BRIDGEPORT

By: _____
Name
Title

Self-Insurance Letter

[Date]

[Addressee]

Re: [Description of Contract, Project or Activity Requiring the Letter]

Dear _____:

The Office of the City Attorney, as legal counsel to the City of Bridgeport, a municipal corporation organized and existing under the Laws of the State of Connecticut, has been requested to explain the City's capacity to satisfy various claims for personal injury and property damage in lieu of providing a policy or policies of insurance.

Please be advised that the City of Bridgeport is self-insured.

According to Chapter 7 of the City Charter, the City Attorney is obligated to present a consolidated annual general fund budget, including a reserve for such injury and damage claims, to the Director of Policy and Management, and to represent the City in the defense of all civil actions. The Legal Department's claims and litigation accounts, upon budget adoption by the City Council as part of the annual operating budget, are available and utilized for the payment of monetary obligations resulting from claims and lawsuits against the City, following judgment or upon authorization and approval of settlements by the City Council, as required.

The City generally funds claims for damages on account of personal injury and property damage for which it is liable from the Sundry/Personal Claims and Lawsuits Account contained in the annual operating budget of the City's Legal Department. These reserve accounts (together with the City's authority to raise revenue through use of its municipal taxing and bonding authorities pursuant to State Law) are sufficient to satisfy the minimum requirements set forth in the Assistance Agreement for the payment of claims.

Furthermore, the City of Bridgeport, as set forth in the Assistance Agreement, hereby agrees to indemnify and hold harmless the State of Connecticut for any and all claims arising from the negligent actions of the City, its employees, or agents. Notification regarding claims should be addressed to

City Clerk, City of Bridgeport, 45 Lyon Terrace, Bridgeport, CT 06604, with copies to Director of Planning and economic Development, Office of OPED, 999 Broad Street, Bridgeport, CT 06604, and City Attorney, Office of the City Attorney, 999 Broad Street, Bridgeport, CT 06604.

If you have any further questions, please feel free to contact me via phone, facsimile, or e-mail at: Mark.Anastasi@bridgeportct.gov. Thank you for your assistance in this matter.

Very truly yours,

Mark T. Anastasi, City Attorney

Rules and Regulations

To: City Council
Fr: OPED
Date: 11/30/10
Re: RFP Results and Recommendation – Police Services Building

1. 485 Howard Avenue

Police Perspective

- * Proximity to West Side police precinct (2 properties away)
- * Column-free clear span space offers maximum flexibility for equipment
- * Finished Office space suits administrative needs
- * Clean, modern, bright building offers attractive working environment
- * Stand alone property provides defensible borders, perimeter security, cameras

OPED Perspective

- * Supports West End Redevelopment Area (Batalla, Chaves, AKDO, Dari, Bead, etc)
- * Supports Grow America Fund in Bridgeport lending (10 deals leveraging City \$)
- * \$7.35 per square foot is the lowest among the three short-listed rents.
- * \$7.35 per square foot rent is approved by Grow America Fund as lender, receiver
- * Finance Office deems rent to be a cost-neutral move for the police department
- * Lease with Exclusive Option to Purchase at Appraised Value gives City control
- * UI poles on RR Ave would have to be moved; OPED has W. End \$ for that expense.

2. 1558 Barnum Avenue – New Construction

- * Build to Suit obviously would meet needs & present attractive working environment
- * Pad-Site among three other sites, doesn't offer complete stand alone
- * OPED notes negatively the higher cost of new construction and the wait time
- * \$10.15 was the highest of the short-listed rents proposed.
- * OPED notes positively that the site is a cleaned brownfield (w City EPA \$)

3. Portion of the Property at 750 South Ave

- * Building has requisite space, although not column free clear span as at Howard
- * Building has office space, though not as attractive or pleasant as Howard
- * Garage access is through State right-of-way, which would have to be addressed
- * Location of building under highway presents strategic concerns to police dept
- * Within a larger parcel still to be developed, building faces future uncertainty next door
- * OPED notes \$7.75 per sf as the second lowest of the short-listed proposals (14,000 sf)
- * OPED notes \$7.00 per sf (lowest offered) for lease of entire facility (20,000 sf)

4-7. Unacceptable Buildings

- 125 Front Street -- \$10 per sf, older, chopped up, flooding on grounds
- 706 Howard Ave -- \$5.32 per sf, too large, too chopped up, good location
- 125 Lindley St -- \$4.44 per sf, very large, very old, very chopped up
- 335 Charles St -- \$9.91 per sf, too small

RFP RANKING

| | Base Rent | Total | Annual | Est. Annual | Annual | Tot | Est Annualized | Annual |
|--------------------------|-----------|---------|------------|-------------|------------|-----------|----------------|------------|
| | \$ per sf | Sq Feet | Rent | R.E. Tax | Cost | Fit Up | Fit Up | All - In |
| 485 Howard - Bank | \$ 7.35 | 16275 | \$ 119,614 | \$ 37,386 | \$ 157,000 | \$ 10,000 | \$ 2,351 | \$ 159,351 |
| - assessed | | | | | | | 5.65% | |
| | | | | | | | | |
| - apprsd | | | | | | | | |
| | | | | | | | | |
| 1558 Barnum | \$ 10.15 | 15750 | \$ 159,900 | \$ 47,328 | \$ 207,228 | \$ - | \$ - | \$ 207,228 |
| 750 South Ave | \$ 7.75 | 14000 | \$ 108,500 | \$ 14,120 | \$ 122,620 | \$ - | \$ - | \$ 122,620 |
| - assessed | | | | | | | | |
| | | | | | | | | |
| - apprsd | | | | | | | | |
| | | | | | | | | |
| 750 South Ave #2 | \$ 7.00 | 20640 | \$ 144,480 | \$ 20,172 | \$ 164,652 | \$ - | \$ - | \$ 164,652 |
| - assessed | | | | | | | | |
| | | | | | | | | |
| - apprsd | | | | | | | | |
| | | | | | | | | |

125 Front Street \$ 10.00 18000 \$ 180,000.00

706 Howard Avenue \$ 5.32 28313 \$ 150,531.67

125 Lindley Street \$ 4.44 31088 \$ 138,000.00

335 Charles Street \$ 9.91 9448 \$ 93,600.00



City of Bridgeport, Connecticut
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT

999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE: (203) 576-7221
FAX: (203) 332-5611

BILL FINCH
Mayor

Donald C. Eversley
Director

COMM#25-10 Referred to ECD&E Committee on 2/7/2011

February 1, 2011

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

RE: Payment In Lieu of Taxes for the Clinton Commons Project

Dear Honorable Body:

Please find attached for your review and consideration a proposed resolution regarding a payment in lieu of taxes for a proposed 33 unit affordable housing project at 75-101 Clinton Avenue.

POKO Partners, in collaboration with Alpha Community Services, has been working on the proposed project for several years, and has secured commitments for approximately \$10 Million in financing/funding for the project.

The proposed resolution is co-sponsored by Councilwoman Denese Taylor-Moye and Councilman Anderson Ayala of the 131st District. A public hearing on this matter, in accordance with the requirements of Section 7-482 of the Connecticut General Statutes, is requested. A summary of the proposed resolution must be published in the local newspaper prior to such a public hearing, and is also attached.

A representative of this office will attend the meetings in which you consider this matter, prepared to discuss the project in detail. Please feel free to call me at (203) 576-7221 should you have any questions.

Thank you for your attention.

Sincerely,

Edward Lavelloich

Cc. Mayor Bill Finch
Donald Eversley, OPED Director

ATTEST
CITY CLERK

RECEIVED
CITY CLERK'S OFFICE
2011 FEB - 1 P 2:52

A Resolution by the Bridgeport City Council
Regarding a
Payment In Lieu of Taxes for the Clinton Commons Project

WHEREAS, 75 Clinton Avenue, 83 Clinton Avenue, 93 Clinton Avenue, and 101 Clinton Avenue, are contiguous properties, each currently vacant and deteriorating six unit apartment buildings which are economically infeasible to rehabilitate; and

WHEREAS, the aforementioned properties as they currently exist are widely recognized as a detriment to the surrounding neighborhood, and contribute to an undesirable environment for the adjacent Cesar A. Batalla Elementary School; and

WHEREAS, Clinton Managers, LLC, has contracted to purchase the aforementioned properties, to demolish the existing apartment buildings, and to construct a new 33 unit affordable housing apartment complex on the combined site, described herein as the Clinton Commons Project; and

WHEREAS, 7 of the units will be supportive housing for very low income households, for which Alpha Community Services has agreed to provide clinical social services; and

WHEREAS, Clinton Managers, LLC has obtained commitments for approximately \$10 Million in funding for the project from various federal, state, and local sources, largely conditioned on providing affordable units; and

WHEREAS, the City's development financing consultant, the National Development Council, has thoroughly reviewed the finances of the project and recommended a level of property tax burden that could be shouldered by the project via a payment in lieu of taxes without jeopardizing project funding or the long term operations of the apartment complex; and

WHEREAS, the project would be financially infeasible if it were required to pay real property taxes subject to the normal assessment and levy practices of the City of Bridgeport; and

NOW, THEREFORE BE IT RESOLVED, the Bridgeport City Council authorizes the Mayor to enter into a payment in lieu of taxes agreement for the Clinton Commons project with Clinton Managers, LLC or another commonly owned entity, in substantial accordance with the terms provided herein and to take any other necessary related actions in the best interest of the City of Bridgeport.

The PILOT schedule will be comprised of two phases:

For the period July 1, 2011 through June 30, 2012, there will be a construction phase PILOT of \$10,000, due and payable at a time and in a number of installments to be stipulated by agreement. Commencing on July 1, 2012 and for a 15 year period, the operating PILOT will be \$26,000 (in the first year of operation), and will increase by 3% each year.

FURTHER, IT BE RESOLVED, The final award and maintenance of the PILOT for the project will be conditioned on the commencement of the proposed construction activities on or before June 30, 2011.

Excerpt from Connecticut City and Town Development Act, Section 7-482, CGS

(1) "Resolution" means any resolution adopted by the legislative body of a municipality or by the governing body of any governmental unit or nonprofit corporation to which a municipality has delegated powers under the provisions of section 7-486, after (1) notice of the proposed resolution has been placed on record in the office of the municipal clerk for public inspection and (2) a summary of the proposed resolution has been published at least once in a newspaper of general circulation within the municipality, both setting forth the time and place of the public hearing provided for in subdivision (3) of this subsection and (3) a public hearing has been held thereon not less than five days nor more than fourteen days subsequent to the placing on record of such notice and the publication of such summary.

Summary of Proposed Resolution by the Bridgeport City Council Regarding a Payment in Lieu of Taxes for the Clinton Commons Project

75 Clinton Avenue, 83 Clinton Avenue, 93 Clinton Avenue, and 101 Clinton Avenue, are contiguous properties, each currently vacant and deteriorating six unit apartment buildings which are economically infeasible to rehabilitate. The aforementioned properties as they currently exist are widely recognized as a detriment to the surrounding neighborhood, and contribute to an undesirable environment for the adjacent Cesar A. Batalla Elementary School. Clinton Managers, LLC, has contracted to purchase the aforementioned properties, to demolish the existing apartment buildings, and to construct a new thirty three (33) unit affordable housing apartment complex on the combined site, to be known as the Clinton Commons Project. Seven (7) of the units will be supportive housing for very low income households, for which Alpha Community Services has agreed to provide clinical social services. Clinton Managers, LLC has obtained commitments for approximately \$10 Million in funding for the project from various local, state and federal sources, largely conditioned on providing affordable units. The City of Bridgeport's development financing consultant, the National Development Council, has thoroughly reviewed the finances of the project and recommended a level of property tax burden that could be shouldered by the project via a payment in lieu of taxes without jeopardizing project funding or the long term operations of the apartment complex. Passage of the proposed resolution by the Bridgeport City Council would authorize the Mayor to enter into a payment in lieu of taxes agreement for the Clinton Commons project with Clinton Managers, LLC or another commonly owned entity.

The Bridgeport City Council will hold a Public Hearing on this matter in the City Council Chambers, 45 Lyon Terrace, Bridgeport, on _____, February ____, 2011, at ____ P.M.



TO: Edward P. Lavernoich
 FROM: Kevin F. Gremse
 DATE: December 23, 2010
 RE: Clinton Commons PILOT

Per your request, the National Development Council (NDC) has reviewed the financial model for Clinton Commons submitted by POKO Partners (POKO), the project's developer, and analyzed the need for the requested payment in lieu of taxes (PILOT).

SUMMARY

The Clinton Commons development involves the construction of 33 family rental units (24 1BR units, 6 3BR units, and 3 1BR units) on Clinton Avenue in the City's West End. All units will be considered affordable and rented to households earning less than 60% of area median income (AMI). Seven (7) of the units will be priced affordably to very low income households, earning less than 50% of AMI. The average monthly contract rent will be \$1,025.

POKO, an accomplished affordable housing and mixed-use developer from Port Chester, NY, is the developer. POKO, together with Bridgeport-based Alpha Community Services (Alpha), has been working on the proposed development for several years and has assembled a diverse range of funding resources to cover the project's development cost. POKO has furnished commitment letters for all funding sources and is positioned to proceed to closing, subject to the PILOT approval.

SOURCES AND USES

| USES OF FUNDS | | SOURCES OF FUNDS | |
|-------------------|----------------|-------------------------------|----------------|
| Acquisition | 346,654 | CHFA Perm Mortgage (GE Money) | 2,900,000 |
| Construction | 7,173,956 | LIHTC Equity | 3,298,088 |
| Contingency | 358,698 | DECD Housing Trust Fund | 2,018,030 |
| A/E | 291,029 | DECD HOME | 1,833,500 |
| Finance Fees | 898,295 | City of Bridgeport HOME | 600,000 |
| Soft Costs | 416,841 | Deferred Developer Fee | <u>346,306</u> |
| Developer Fee | 1,370,823 | TOTAL | 10,995,924 |
| Syndication Costs | <u>139,628</u> | | |
| TOTAL | 10,995,924 | | |

Due to the restricted income range from the affordable units, the development costs cannot be covered through conventional debt and equity. POKO has assembled a capital funding

stack that includes a CHFA low-interest mortgage, equity raised through the sale of 4% low income housing tax credits (LIHTC), several subsidy sources from the State Department of Economic Development (DECD), and City HOME dollars.

CHFA is the permanent lender. The \$2.9 million is the last remaining tranche of GE Money's City of Bridgeport investment, made through CHFA a few years ago. CHFA will lend the funds at 4% over thirty years.

OPERATING PROFORMA

| | | Taxes at Full Assessment | POKO Proposed Taxes | Taxes @ 10% EGI | Proposed Compromise |
|------------------------------|--|---------------------------------|----------------------------|------------------------|----------------------------|
| Gross Income | | 438,712 | 438,712 | 438,712 | 438,712 |
| Other Income | | 5,500 | 5,500 | 5,500 | 5,500 |
| Less Vacancy | | (31,095) | (31,095) | (31,095) | (31,095) |
| Effective Gross Income (EGI) | | 413,117 | 413,117 | 413,117 | 413,117 |
| Less Operating Expenses | | (202,586) | (202,586) | (202,586) | (202,586) |
| Less Taxes | | (62,224) | (10,465) | (41,312) | (26,000) |
| Net Operating Income | | (148,308) | 200,066 | 169,219 | 184,531 |
| Less Debt Service | | (166,141) | (166,141) | (166,141) | (166,141) |
| Cash Flow | | (314,449) | 33,925 | 3,078 | 18,390 |
| Debt Coverage Ratio | | -0.89 | 1.20 | 1.02 | 1.11 |
| Taxes Per Unit Annually | | 1,886 | 317 | 1,252 | 788 |

PILOT ANALYSIS

Based upon the review of the project finances, the development would not be able to absorb the estimated taxes at full assessment. Taxes at full assessment are estimated at \$62,612. The developer factored a PILOT in the amount of \$10,465 in the CHFA application. The City has sized previous PILOTS for affordable housing developments based upon a formula of 10% of effective gross income (EGI). The PILOT for such a formula would be \$41,443 annually or \$1,256 per unit annually. The PILOT payment at this amount would result in the project falling short of the CHFA's required debt coverage ratio of 1.15. If the PILOT was sized based upon the 10% of EGI formula, CHFA would then have to adjust the loan by up to \$200,000 or the developer would have to achieve project costs savings in a comparable amount.

The suggested annual PILOT for consideration is \$26,000, an amount which equates to approximately 6% of EGI. CHFA would be able to maintain a loan amount at \$2,900,000 for the development with the proposed PILOT. Three percent (3%) annual escalators are suggested for the PILOT.

PILOT SUMMARY

| | <u>Taxes</u> | <u>Taxes Per Unit</u> | <u>DCR</u> |
|------------------------------|---------------------|----------------------------------|-------------------|
| Taxes at Full Assessment | 62,224 | 1,886 | (0.89) |
| POKO Proposal | 10,465 | 317 | 1.20 |
| 10% EGR | 41,312 | 1,252 | 1.02 |
| Proposed Compromise * | 26,000 | 788 | 1.11 |

**Will achieve 1.15 DCR with debt service reserve*



City of Bridgeport, Connecticut
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT

999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE: (203) 576-7221
FAX: (203) 332-5611

BILL FINCH
Mayor

Comm.#26-10 Referred to ECD&E Committee on 2/7/2011
January 31, 2011

The Honorable City Council
45 Lyon Terrace
Bridgeport, CT 06604

RE: Approval Sycamore Housing Associates LLP as
Purchaser of Sycamore Place Apartments

Dear Honorable Body:

On November 3, 2003, the Bridgeport City Council approved a resolution (attached) that authorized the Mayor to execute the necessary documents for the continuation of a Tax Agreement on the aforementioned property with new owners. The approved resolution included an amendment that called for, among other things, the City Council's right to "approve the final developer selected to undertake this endeavor".

Subsequently, the Bridgeport Rotary Club Housing Corporation (BRHC) selected Eagle Point Enterprises, LLC (Eagle Point) of Portland, ME as the purchaser and redeveloper of the property. On the recommendation of OPED, on June 4, 2004 the City Council adopted a resolution (also attached) approving Eagle Point as the "final developer". For a variety of reasons, Eagle Point elected not to continue with the project.

BRHC has identified another purchaser and developer to undertake the project, Sycamore Housing Associates, LP, a joint venture of The Wishcamper Companies, Inc. and Rocky Mountain Development Group. The City Council's approval of this developer is requested.

A representative of this office will attend your meetings, prepared to discuss this matter in detail. It is anticipated that a representative of the Bridgeport Rotary Club Housing Corporation will also be in attendance. Please call me should you require any additional information in your consideration of this matter.

Sincerely,

Edward P. Lavernoich
Deputy Director

ATTEST
CITY CLERK

Donald C. Eversley
Director
RECEIVED
CITY CLERK'S OFFICE
2011 FEB - 1 P 2:52

A Resolution by the Bridgeport City Council
Approving Sycamore Housing Associates, LP as the
Purchaser and Developer of Sycamore Place Apartments

WHEREAS, on November 3, 2003, the Bridgeport City Council approved a resolution authorizing the Mayor to execute the necessary documents for the continuation of a Tax Agreement on the Sycamore Place Apartments, even after the sale of the property by the longtime owner, the Bridgeport Rotary Club Housing Corporation; and

WHEREAS, the approved resolution stated "Be it Further Resolved that the City Council will approve the final developer selected to undertake this endeavor"; and

WHEREAS, the Bridgeport Rotary Club Housing Corporation (BRCHC) originally selected Eagle Point Enterprises, LLC (EPE) of Portland, ME as the preferred purchaser and developer for the property, recognizing EPE's successful involvement in similar endeavors; and

WHEREAS, on June 4, 2004, the Bridgeport City Council approved a resolution "Approving Eagle Point Enterprises, LLC"; and

WHEREAS, due to a number of factors beyond its control, Eagle Point Enterprises, LLC elected to not continue with the project; and

WHEREAS, the BRHC, has identified another purchaser and developer to undertake the project, Sycamore Housing Associates, LP, a joint venture of The Wishcamper Companies, Inc. and Rocky Mountain Development Group; and

WHEREAS, BRHC, as part of its long term commitment to Bridgeport, has determined the firms in this joint venture to be accomplished and reputable, and would not otherwise consider this transaction; and

WHEREAS, representatives of the Office of Planning and Economic Development have reviewed the credentials of the firms in this joint venture and determined that the firms are accomplished and reputable.

NOW THEREFORE BE IT RESOLVED, that the Bridgeport City Council revokes its previous approval of Eagle Point Enterprises, LLC, and now approves Sycamore Housing Associates, LP as the "final developer selected to undertake this endeavor".



THE WISHCAMPER
COMPANIES, INC.

1000
1000
1000
1000

Cory R. Fellows
Vice President

January 12, 2011

Edward Lavernoich
Deputy Director, Office of Planning & Economic Development
City Hall Annex
999 Broad Street
Bridgeport, CT 06604

Re: Sycamore Place Apartments (285 Maplewood Avenue)

Dear Mr. Lavernoich:

Thank you for your help in facilitating the proposed assignment of the Sycamore Place Apartments real estate tax abatement from the current owner to Sycamore Housing Associates LP. The abatement is a key component of our plan to substantially upgrade the property, for the long-term benefit of its residents and the City at large. I am writing to provide you with some additional background on our team, the improvements we have planned for the property, and the importance of the tax abatement to those plans.

Sycamore Housing Associates is a joint venture between The Wishcamper Companies, Inc. of Portland, Maine, and Rocky Mountain Development Group of Missoula, Montana. This is the same team that successfully redeveloped the 84-unit Bridgeport Elderly Apartments at 2400 North Avenue in Bridgeport. Both organizations specialize in the acquisition, rehabilitation, and quality long-term management of multifamily affordable rental properties throughout the country. Company brochures detailing our experience and portfolios are included with this letter.

Built in 1974, Sycamore Place has long been an important affordable housing resource for the city's elderly – most of whom, as you know, live on fixed incomes. Though well-managed through the years, the property faces many challenges related to deferred maintenance and outdated systems. Our planned acquisition and renovations represent a unique opportunity to modernize the building while ensuring continued affordability over the long term. The scope of work will include:

- New roof
- New windows and doors
- New energy-efficient central heating/cooling system
- Numerous life safety system upgrades

- Modifications to make 12 units handicap-accessible
- Enhanced landscaping

In addition to these physical improvements, we also plan to continue a robust resident services program tailored toward the needs of the property's senior residents. We also plan to continue the operation of the much-used courtesy van service that currently serves both Sycamore Place and nearby Laurelwood Apartments, another elderly community.

All of this will require a combination of funding sources, including Low Income Housing Tax Credits and bond financing from the Connecticut Housing Finance Authority (CHFA). The remaining value of the real estate tax abatement is critical because it would enable us to meet CHFA and lender requirements without diverting loan funds from the renovation budget. This will provide the best possible outcome for Sycamore Place and its residents.

It is important to emphasize that we are not seeking an extension of the abatement agreement. Upon the expiration of the abatement agreement in 2014, Sycamore Place will be returned to the tax rolls and will begin paying real estate taxes again.

I look forward to working with you, the City Council, the Mayor's Office, and the seller to obtain approval for the proposed abatement assignment. If you have any questions or require additional information, please do not hesitate to call.

Sincerely yours,



Cory R. Fellows
Vice President



CITY OF BRIDGEPORT
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

ANN L. MURRAY
Assistant City Clerk

November 10, 2003

Edward P. Lavernoich
Office of Planning and Economic Development
City of Bridgeport, Connecticut

Dear Mr. Lavernoich:

The City Council of the City of Bridgeport on November 3, 2003 adopted the following resolution:

WHEREAS, the Bridgeport Rotary Club Housing Corporation (Rotary) has previously developed the low and moderate income housing project known as Sycamore Place in accordance with Connecticut General Statutes and located at 285 Maplewood Avenue, and

WHEREAS, the City of Bridgeport entered into a forty year Tax Agreement on January 14, 1974 in order to assist in the creation of Sycamore Place, and

WHEREAS, Sycamore Place, now nearly thirty years old, is in need of capital upgrades, modernization and general building rehabilitation, and

WHEREAS, the Rotary has unsuccessfully sought funds to undertake this renovation, and

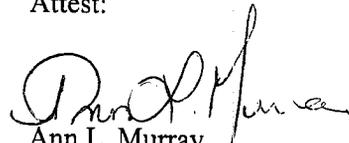
WHEREAS, the Rotary has received two offers to purchase and renovate Sycamore Place but the continuation of the Tax Agreement for the remaining eleven years is critical to the purchasers of the complex, and Now Therefore be it

RESOLVED, That the Mayor is authorized to execute the necessary documents to continue the Tax Agreement on behalf of the new owners for the remaining eleven years providing that (1) the existing tenants can maintain their residency and the units will continue to be affordable within the context of state and federal standards, (2) at least \$3 million in renovations to the complex will be made by the new owners, (3) any proceeds to the Rotary will be used to make improvements to other Rotary housing units and/or to expand the supply of affordable housing in the city with a priority given to those areas of the city currently being serviced by Rotary housing, and (4) the new owners will meet any eligibility guidelines that may exist in the State Statutes governing the original 1974 Tax Agreement and hold the city harmless in its participation in the State Pilot program that reimburses the city for the complex's special tax status, and Further be it

E. P. Lavernoich, OPED
November 10, 2003
Re: Transfer of 40Year Tax Agreement
To new owners of Sycamore Place
(285 Maplewood Avenue)
Page 2

RESOLVED, That the City Council will approve the final developer selected to undertake this endeavor.

Attest:


Ann L. Murray
Assistant City Clerk



CITY OF BRIDGEPORT
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

ANN L. MURRAY
Assistant City Clerk

October 5, 2004

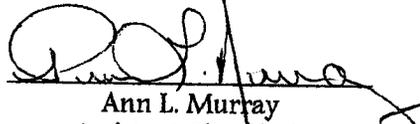
CERTIFICATION

I, Ann L. Murray, the duly appointed, qualified and acting assistant city clerk of the City Council of Bridgeport and keeper of the minutes of the meetings of said City Council, do hereby certify that the 21st day of June, 2004 that said resolution has been duly recorded in the minutes of said meeting; and that said resolution has not been amended, rescinded or altered in any manner, and is still in full force and effect as the date hereof.

ATTEST:

Attachment: Report #190-03 totaling three(3) pages.

Each page appended hereto shall exhibit the raised embossed seal of the City of Bridgeport.


Ann L. Murray
Assistant City Clerk

ALM: mv

190-03

Approval of Eagle Point Enterprises, LLC as the developer/owner of Sycamore Place Apartments

**Report
of
Committee
on**

CEA and Environment

Submitted: June 21, 2004

Notified: July 6, 2004
Edward P. Lavernoich, OPED
John M. Fabrizi, Mayor
C. M. Carroll, CAO
N. L. Hadley, OPED Director

Adopted:

Steve A. Hudson

City Clerk

Attest:

John M. Fabrizi

Approved

Mayor

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CITY CLERKS OFFICE
04 JUL -2 PM 3:27

ATTEST
CITY CLERK



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:

190-03

**A Resolution by the Bridgeport City Council
Approving Eagle Point Enterprises, LLC
as the
Purchaser and Developer of Sycamore Place Apartments**

WHEREAS, on November 3, 2003, the Bridgeport City Council approved a resolution authorizing the Mayor to execute the necessary documents for the continuation of a Tax Agreement on the Sycamore Place Apartments, even after the sale of the property by the longtime owner, the Bridgeport Rotary Club Housing Corporation, and

WHEREAS, the approved resolution stated, "Be it Further Resolved that the City Council will approve the final developer selected to undertake this endeavor", and

WHEREAS, the Bridgeport Rotary Club Housing Corporation (BRCHC) has selected Eagle Point Enterprises, LLC (EPE) of Portland, ME as the preferred purchaser and developer for the property, recognizing EPE's successful involvement in similar endeavors, and

WHEREAS, the Office of Planning and Economic Development has met with representatives of EPE, reviewed the firm's credentials, and found the firm to be experienced and reputable, Now Therefore, be it

RESOLVED, That the Bridgeport City Council approves Eagle Point Enterprises, LLC as the, "final developer selected to undertake this endeavor".



Report of Committee on ECD and Environment

-2-

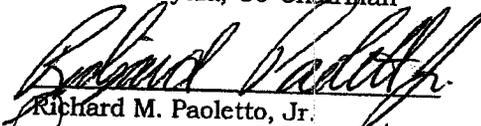
190-03

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

Johnny Dye, Co-Chairman

Anderson Ayala, Co-Chairman

James Holloway



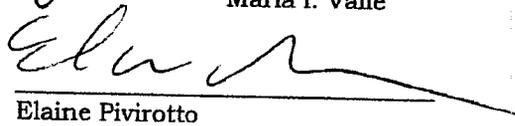
Richard M. Paoletto, Jr.



Angel M. DePara, Jr.



Maria I. Valle



Elaine Pivrotto



City of Bridgeport, Connecticut
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT
DEPARTMENT OF CITY PLANNING

999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE: (203) 576-7221
FAX: (203) 332-5611

BILL FINCH
Mayor

COMM.#27-10 Referred to Contracts Committee on 2/7/2011

DONALD C. EVERSLEY
Director of
Planning and
Economic Development

MICHAEL P. NIDOH
Director of Planning

February 2, 2011

City Clerk
45 Lyon Terrace
Bridgeport, CT 06604

RE: Authorization to enter into a Lease Agreement for 1335 East Main Street

Dear City Clerk:

Please find attached a resolution to approve a "Lease Agreement" by which the City proposes to lease 1335 East Main Street for use by the Police Department for the East Side precinct.

This proposal to lease 1335 East Main Street is brought before the Council pursuant to a recently concluded RFP process and is based upon the analysis and recommendation of both the Police Department and the Office of Planning and Economic Development.

Please find attached as well a copy of the proposed Lease Agreement and the Resolution. I would ask that this item be referred to Contracts Committee.

Thank you.

Sincerely,


Max Perez
Senior Economic Development Associate

C: Mayor Finch
Andrew Nunn, CAO
Donald Eversley, Director OPED
Ron Pacacha, Associate City Attorney

RECEIVED
CITY CLERK'S OFFICE
2011 FEB - 3 A 11:18
ATTEST
CITY CLERK

**A Resolution Approving a “Lease Agreement”
for 1335 East Main Street**

WHEREAS, the City of Bridgeport is desirous of leasing the real property located at 1335 East Main Street a facility to house the East Side Precinct for use by the Police Department; and

WHEREAS, on behalf of the Police Department, the City’s Office of Planning and Economic Development (OPED) has conducted a Request for Proposal (RFP) process by which it has publicly solicited competitive offers of real estate for the police Department’s consideration; and

WHEREAS, OPED has analyzed one the RFP responses and has visited the site; and

WHEREAS, that analysis indicates that the property at 1335 East Main Street offers the best economic value, and physical utility; and

WHEREAS, the Office of the City Attorney has prepared and attached to this resolution a “Lease Agreement” which allows for the City to have an affordable lease payment on the facility; and

WHEREAS, the City’s Office of Policy and Management has determined that sufficient financial resources exists to enter into the proposed “Lease Agreement”

NOW, THEREFOR BE IT RESOLVED that the attached “Lease Agreement” for 1335 East Main Street is approved; and be it further resolved that the Mayor or his delegate is authorized to execute all documents and do all other things necessary in connection with such transaction.

LEASE AGREEMENT

This Lease Agreement dated _____ shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed. Landlord/Lessor, **Gloria P. SANCHO**, shall be referred to as "OWNER" and Lessee, **City of Bridgeport**, shall be referred to as "TENANT." As consideration for this agreement, OWNER agrees to rent/lease exclusively to TENANT and TENANT agrees to rent/lease from OWNER the premises located at **1335 East Main Street, Bridgeport Connecticut 06608** for use as the East Side Police Precinct.

1. **TERMS:** TENANT agrees to pay in advance \$ 800 per month on the 1st day of each month. This agreement shall commence on March 1, 2010 and continue until February 29, 2012. The lease will renew upon prior written notice from the TENANT for up to an additional three-year term for \$ 1,000 per month. Either party shall terminate this agreement by giving a written notice of intention to terminate at least 90 days prior to the date of termination.
2. **PAYMENTS:** All payments are to be made by direct deposit or check. OWNER shall acknowledge receipt of the First Month's rent of \$ 800, and two months Security Deposit of \$ 1,600, for a total payment of \$ 2,400. All payments are to be made payable to Gloria P. SANCHO.
3. **UTILITIES:** TENANT agrees to pay electric, gas and telephone utilities and/or services based upon occupancy of the premises except WPCA and cold water which shall be paid by OWNER.
4. **PROPERTY MAINTENANCE:** TENANT shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles and shall cooperate in keeping the garbage area neat and clean. TENANT shall be responsible for disposing of items of such size and nature as are not normally acceptable by the garbage hauler.
5. **CHANGE OF TERMS:** The terms and conditions of this agreement are subject to future change by OWNER after the expiration of the agreed lease period and any extension thereof upon 90-days prior written notice setting forth such change and delivered to TENANT. Any changes are subject to laws in existence at the time of the Notice of Change Of Terms.
6. **INSURANCE:** TENANT acknowledges that OWNERS insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall OWNER be held liable for such losses. TENANT is hereby advised to obtain his own insurance policy to cover any personal losses.
7. **RIGHT OF ENTRY AND INSPECTION:** OWNER may enter, inspect, and/or repair the premises at any time in case of emergency or suspected abandonment. OWNER shall give 24 hours advance notice and may enter for the purpose of showing the premises during normal business hours to prospective renters, buyers, lenders, for smoke alarm inspections, and/or for normal inspections and repairs. OWNER is permitted to make all alterations, repairs and maintenance that in OWNER'S judgment is necessary to perform.
8. **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between OWNER and TENANT. No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid.

9. **RECEIPT OF AGREEMENT:** The undersigned TENANT(S) have read and understand this Agreement and hereby acknowledge receipt of a copy of this Rental Agreement.

City of Bridgeport:

Authorized Representative For the City of Bridgeport:

Print Name _____

Signature: _____ Date _____

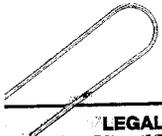
OWNER:

_____ Date _____

Gloria P. SANCHO (Owner)

**LEGAL NOTICE
City of Bridgeport
REQUEST FOR PROPOSALS (RFP)
LEASE OF REAL ESTATE
BRIDGEPORT POLICE DEPARTMENT**

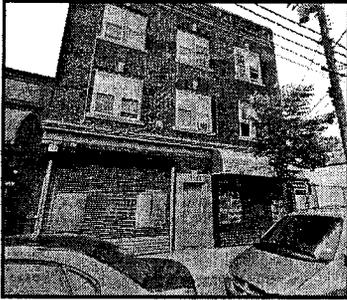
The City of Bridgeport seeks to lease approximately 1,200 square feet of commercially zoned property for administrative space on the East side of Bridgeport, south of Boston Avenue and north of Stratford Avenue. The RFP may be obtained electronically via a e-mail request to Max.Perez@bridgeportct.gov or in person at the Office of Planning and Economic Development, Executive Office, 2nd Floor, City Hall Annex, 999 Broad Street, Bridgeport, CT 06604. The office phone number is (203) 576-7221. The return date for proposals is Wednesday, December 29, 2010 at 2 P.M. Submissions may be delivered in (6) six hard copies to the Office of Planning and Economic Development.



**LEGAL NOTICE
City of Bridgeport
REQUEST FOR PROPOSALS (RFP)
LEASE OF REAL ESTATE
BRIDGEPORT POLICE DEPARTMENT**

The City of Bridgeport seeks to lease approximately 1,200 square feet of commercially zoned property for administrative space on the East side of Bridgeport between Boston Avenue and Stratford Avenue. The RFP may be obtained electronically via e-mail request to Max.Perez@bridgeportct.gov or in person at the Office of Planning and Economic Development, Executive Office, 2nd Floor, City Hall Annex, 999 Broad Street, Bridgeport, CT 06604. The office phone number is (203) 576-7221. The return date for lease proposal is Wednesday, December 29, 2010 at 2 P.M. Submissions may be delivered in (6) six hard copies to the Office of Planning and Economic Development.

1331 EAST MAIN ST #1335



Click to enlarge

MBLU : 48/ 1719/ 9/ //

Location: 1331 EAST MAIN ST #1335

Owner Name: SANCHO GLORIA & WILLIAM B

Account Number: RD-0182260



Parcel Value

| Item | Assessed Value |
|---------------|----------------|
| Improvements | 279,000 |
| Land | 54,640 |
| Total: | 333,640 |



Owner of Record

SANCHO GLORIA & WILLIAM B



Ownership History

| Owner Name | Book/Page | Sale Date | Sale Price |
|-----------------------------|-----------|-----------|------------|
| SANCHO GLORIA & WILLIAM B | 4391/ 106 | 8/1/2000 | 160,000 |
| DWORKEN MARTIN A & HARVEY B | 2435/ 115 | 1/11/1988 | |



Land Use [\(click here for a list of codes and descriptions\)](#)

| Land Use Code | Land Use Description |
|---------------|----------------------|
| 280 | Mix Use Comm |



Land Line Valuation

| Size | Zone | Assessed Value |
|---------|------|----------------|
| 0.09 AC | ORN | 54,640 |



Construction Detail

| Item | Value |
|-----------------|------------|
| STYLE | Stores/Apt |
| Stories: | 3 |

Exterior Wall 1: Brick
 Roof Struct: Flat
 Roof Cover: T+G/Rubber
 Interior Wall 1: Drywall
 Interior Floor 1: Vinyl/Asphalt
 Heating Fuel: Oil
 Heating Type: Hot Water
 AC Type: None



Building Valuation

| Item | Value |
|-------------|-------------------|
| Living Area | 7,745 square feet |
| Year Built | 1918 |



Outbuildings [\(click here for a list of codes and descriptions\)](#)

| Code | Description | Units |
|-----------------|-------------|-------|
| No Outbuildings | | |

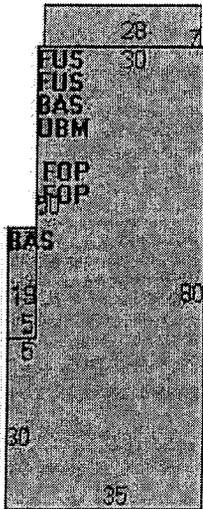


Extra Features [\(click here for a list of codes and descriptions\)](#)

| Code | Description | Units |
|----------------------------|-------------|-------|
| No Extra Building Features | | |



Building Sketch [\(click here for a list of codes and descriptions\)](#)



Subarea Summary [\(click here for a list of codes and descriptions\)](#)

| Code | Description | Gross Area | Living Area |
|------|-------------|------------|-------------|
| BAS | First Floor | 2645 | 2645 |

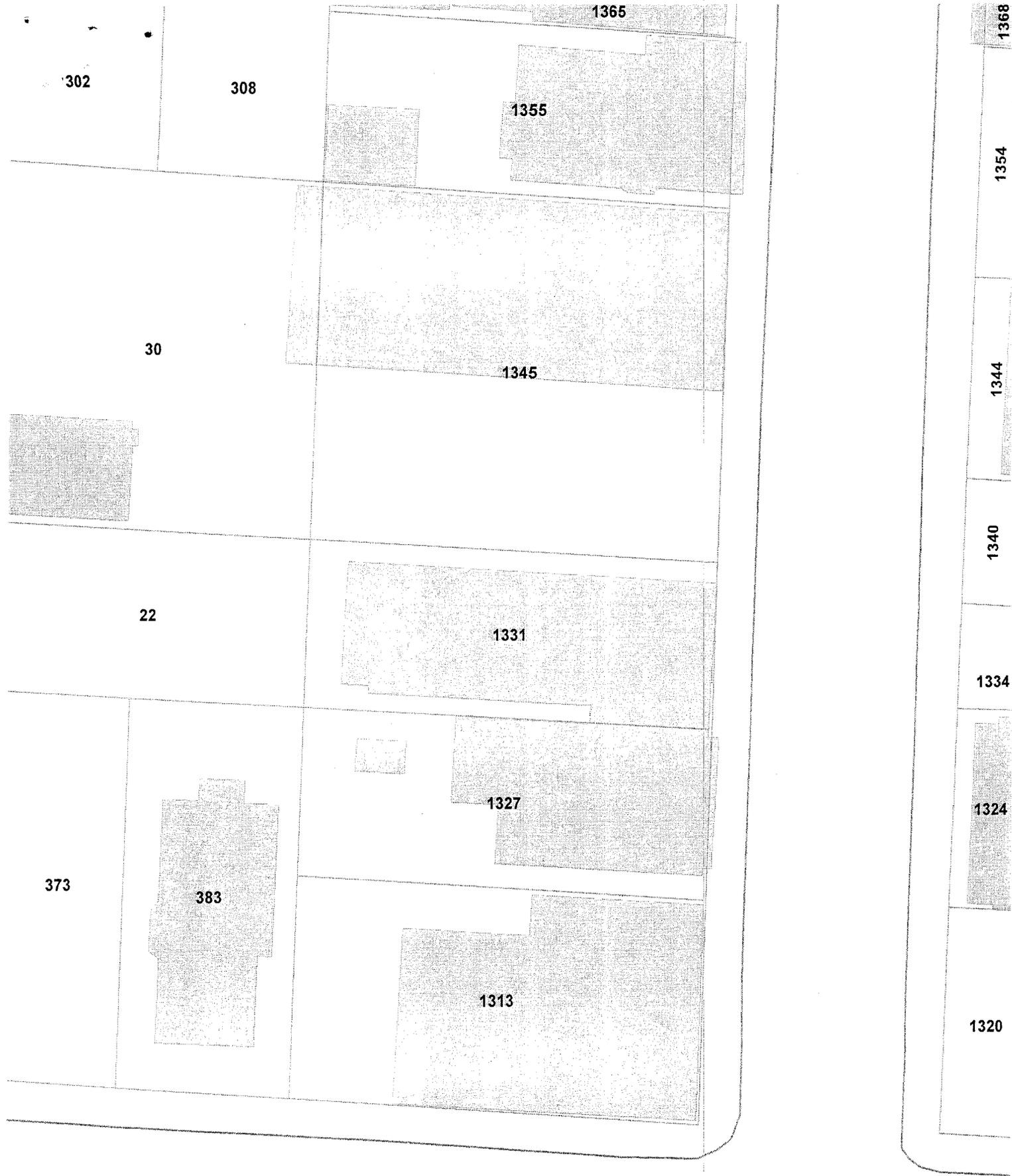
Parcel ID : 1719--09-----
GIS ID : 1719-9
Owner Name : SANCHO GLORIA & WILLIAM B
Property Location : 1331 EAST MAIN ST #1335
Co-Owner :
Owner Addr : PO BOX 664
Owner City : STRATFORD, CT 06615
Account : RD-0182260
Land Area (Acres) : 0.09185032
Land Value : \$54,640
Building Value : \$279,000
Total Value : \$333,640
Land Use : Mix Use Comm
Style : Stores/Apt
Rooms: Total/Beds/Baths : N/A
Year Built : 1918
Living Area :
Last Sale Date : 8/1/2000
Last Sale Price : \$160,000
Qualified Sale? : Q
Book/Page : 4391/ 106

[View On-Line Vision Property Assessment Record](#)

[View LOCAL LIVE Bird's Eye Imagery](#)

| | | | |
|-----|----------------------|--------------|-------------|
| FOP | Open Porch | 392 | 0 |
| FUS | Finished Upper Story | 5100 | 5100 |
| UBM | Unfin Basement | 2550 | 0 |
| | Total | 10687 | 7745 |

Online Database for Bridgeport, CT Powered by Vision Appraisal Technology



City of Bridgeport, Connecticut
Geographic Information System

0 30 60

The City of Bridgeport does not warrant the accuracy of the information contained herein nor is it responsible for any errors or omissions, accuracy, timeliness, or completeness of any of the information provided herein. The City of Bridgeport assumes no liability for its availability, or compatibility with users' software or computers. The City of Bridgeport explicitly disclaims any representations and warranties including, without limitation, the implied warranty of merchantability and fitness for a particular purpose. The City of Bridgeport also shall assume no liability for: 1. Any errors, omissions, or inaccuracies in the information provided; or 2. Any decision made of action taken or not taken by the user.



OFFICE OF THE MAYOR
CITY OF BRIDGEPORT, CONNECTICUT

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

BILL FINCH
Mayor

COMM.#28-10 Referred to Contracts Committee on 2/7/2011

February 3, 2011

Fleeta Hudson, City Clerk
45 Lyon Terrace
Bridgeport, Connecticut 06604

**RE: Request To Add Item to City Council
February 7, 2011 Meeting Agenda
Subject: Assignment of Arena Operating Agreement
From Centerplate to Sound Tigers Entity
(Principal, Howard Saffan)**

Dear Fleeta:

Please add the above item to the Agenda.

The City entered into that certain Operating Agreement dated as of July 24, 2000 with Service America Corporation d/b/a Volume Services America, now known by change of name as Centerplate, the current Arena operator.

Article XIV of the Operating Agreement gives the Operator the right to assign the agreement to another party upon meeting certain conditions. The transferee must agree to take subject to and assume all of the Operator's obligations under the Operating Agreement. The Operator is only relieved of its obligations if the Operator and the transferee execute an assignment and assumption agreement that is reasonably acceptable to the City.

The City may withhold its consent to an assignment if:

1. There is an Event of Default by the Operator;
2. The transferee has a net worth of less than \$10 million;

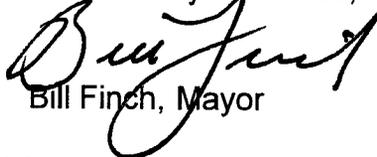
ATTEST
CITY CLERK

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2011 FEB - 3 A 11:48

3. The transferee is an opposing party in any pending or threatened litigation or arbitration involving the City;
4. The transferee is not engaged in the management and operation of at least 3 facilities of the same size; or
5. The transferee is not recognized by the industry or industry trade publications as having national or regional presence or does not have a comparable reputation to that of the Operator.

Based on our analysis of the above factors and finding that the Operator and the transferee have not given the City cause to withhold consent to the assignment, I recommend that the City Council consent to the assignment from Centerplate to the Sound Tigers entity. An Assignment and Assumption Agreement executed by the Operator and the transferee is either attached hereto or will be submitted to the City Clerk prior to the February 7, 2011 Council Meeting.

Respectfully submitted,



Bill Finch, Mayor

Encl. Executed Assignment and Assumption Agreement

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is made and entered into as of January , 2011 (the "Effective Date"), by and between **SERVICE AMERICA CORPORATION** d/b/a Centerplate, a _____ organized under the laws of the State of _____, having a principal place of business at _____ (hereinafter referred to as the "Assignor"), and **BRIDGEPORT SOUND TIGERS LLC**, a _____ organized under the laws of the State of _____, having a principal place of business at _____ (hereinafter referred to as the "Assignee").

RECITALS

WHEREAS, the Assignor entered into that certain Operating Agreement dated as of July 24, 2000 with the City of Bridgeport, as the same has been amended from time to time, which agreement is attached hereto and made a part hereof ("Operating Agreement");

WHEREAS, the Assignor and the Assignee have agreed to assign the Operating Agreement and all the right, title, interest, privileges and responsibilities contained therein and the Assignee has agreed to accept and assume all of the Assignor's right, title, interest, privileges and responsibilities thereunder;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor assigns and transfers all its right, title, interest, privileges and obligations in and under the Operating Agreement to the Assignee, its successors and assigns and the Assignee accepts and assumes all right, title, interest, privileges and obligations of the Assignor under such Operating Agreement on the following terms:

1. The Assignor covenants and represents that the assigned Operating Agreement is not encumbered by any prior transfer, assignment, mortgage, lien or assessment, or encumbrance of whatever nature caused by any act at any time on the part of the Assignor or the failure of the Assignor to perform any term, covenant, or condition of the Operating Agreement, with or without notice, and the Assignor represents and warrants that all the terms, covenants, and conditions on its part to be performed thereunder to date have been fully performed.

2. The Assignee accepts and assumes the obligation to perform all the terms, covenants and conditions of the Operating Agreement on the part of the Assignor to be performed and agrees to indemnify the Assignor and its officers, agents and employees harmless from any and all losses, costs, damages, liabilities and expenses, incurred by any of them as a result of any claim arising under the Operating Agreement and based on events occurring before, on or subsequent to the effective date of this Assignment.

3. This agreement is subject to the consent of the City of Bridgeport pursuant to the terms of the Operating Agreement.

TO HAVE AND TO HOLD the same under the Assignee, its successors and assigns from the effective date of this agreement for the remainder of the term of the said Operating Agreement, subject to the terms, covenants and conditions thereof.

IN WITNESS WHEREOF, the parties have signed, sealed and delivered this agreement on the day first above written.

Assignor

Name:
Title:
duly-authorized

Assignee

Name:
Title:
duly-authorized

Operating Agreement



City of Bridgeport, Connecticut
**DEPARTMENT OF CENTRAL GRANTS AND
COMMUNITY DEVELOPMENT**

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

ANDREW J. NUNN
CAO

BILL FINCH
Mayor

COMM.#29-10 Referred to ECD&E Committee on 2/7/2011

ALANNA C. KABEL
Deputy CAO of Central Grants
and Community Development

February 3, 2011

To: City Clerk
From: Alexandra McGoldrick, Grants Writer
Re: Resolution - U.S. Department of Energy LEAP (Local Energy Assurance
Plans for Connecticut Municipalities Program

Attached, please find a resolution and grant summary for referral to the ECDE
Subcommittee of the City Council.

Grant: City of Bridgeport application to the U.S. EPA – 2010 LEAP (Local Assurance
Energy Assurance Plans for Connecticut Municipalities) Grant Program

The Town of Windham, the principal applicant, will coordinate with the Town of West Hartford;
the Cities of Ansonia, Waterbury and Bridgeport; and the Connecticut Center for Advanced
Technology, Inc. to develop or refine local energy assurance plans for each municipality, with
utility, state and regional coordination. Participating communities plan to reduce the impacts from
energy supply disruptions through the incorporation of energy portfolios such as renewables and
Smart Grid technologies. The energy assurance plans will include specific actions that can ease
the impacts of short term disruptions and define strategies and options for dealing with sustained
outages to the energy supply.

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ATTEST
CITY CLERK

WHEREAS, the U.S. Department of Energy is authorized to extend financial assistance to municipalities in the form of grants; and,

WHEREAS, this financial assistance has been made possible through the U.S. Department of Energy National Technology Laboratory; and,

WHEREAS, financial assistance under this grant will be used to develop or refine local energy assurance plans for each municipality, with utility, state and regional coordination; and,

WHEREAS, Participating communities plan to reduce the impacts from energy supply disruptions through the incorporation of energy portfolios such as renewables and Smart Grid technologies; and,

WHEREAS, assurance plans will include specific actions that can ease the impacts of short term disruptions and define strategies and options for dealing with sustained outages to the energy supply and would allow critical facilities to meet increased demand, reduce peak operating costs, enhance energy security, and improve the reliability of electric power ; and,

WHEREAS, The benefits of the plan will consist of identification and management of energy components necessary for critical operations, voltage support, increased efficiency, premium power, and increased reliability through emergency power for overall energy security ;and,

WHEREAS, the Project Team will undertake education and outreach efforts including workshops, training exercises, and the development of an informational website to foster energy assurance planning expertise at the local level. The proposed outreach activities will allow municipalities to better coordinate and communicate state wide, regionally, with one another and with industry on energy security and reliability to create more efficient preparedness and response actions

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, act as a subgrantee of the Town of Windham's grant from the U.S. Department of Energy and accept grant funds in an amount not to exceed \$40,000 for the purpose of developing a local energy assurance plan within the City of Bridgeport; and,

NOW THEREFORE, BE IT RESOLVED BY THE City Council:

1. That it is cognizant of the City's partnership with the Town of Windham and contract with the U.S. Department of Energy to provide financial assistance for the development of a local energy assurance plan.
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute such grant agreements with the Town of Windham and U.S. Department of Energy for the Local Energy Assurance

Planning for Connecticut Municipalities Program, to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



GRANT SUMMARY

PROJECT TITLE: ____ U.S. Department of Energy Local Energy Assurance Planning for Connecticut Municipalities

RENEWAL ____ NEW x

DEPARTMENT SUBMITTING INFORMATION: Central Grants and Community Development_

CONTACT NAME: _____ Alexandra B. McGoldrick _____

PHONE NUMBER: 203-332-5665

PROJECT SUMMARY/DESCRIPTION:

The Town of Windham, the principal applicant, will coordinate with the Town of West Hartford; the Cities of Ansonia, Waterbury and Bridgeport; and the Connecticut Center for Advanced Technology, Inc. to develop or refine local energy assurance plans for each municipality, with utility, state and regional coordination. Participating communities plan to reduce the impacts from energy supply disruptions through the incorporation of energy portfolios such as renewables and Smart Grid technologies. The energy assurance plans will include specific actions that can ease the impacts of short term disruptions and define strategies and options for dealing with sustained outages to the energy supply.

Emphasis on the application of appropriate distributed energy resources, after consideration of conservation and demand response measures, would allow critical facilities to meet increased demand, reduce peak operating costs, enhance energy security, and improve the reliability of electric power.

Project Period: 2 year grant project period.

PROJECT GOALS AND PROCEDURES: The energy assurance plans will describe how the resource investments selected will result in the greatest benefit to the overall planning area for ensured reliability of critical functions, environmental benefits, cost savings, improved grid performance, energy security, and economic development. The benefits of the plan will consist of identification and management of energy components necessary for critical operations, voltage support, increased efficiency, premium power, and increased reliability through emergency power for overall energy security.

Throughout the development of the energy assurance plans, the Project Team will undertake education and outreach efforts including workshops, training exercises, and the development of an informational website to foster energy assurance planning expertise at the local level. The proposed outreach activities will allow municipalities to better coordinate and communicate state wide, regionally, with one another and with industry on energy security and reliability to create more efficient preparedness and response actions. The proposed energy assurance plans will also serve to educate consumers, businesses, government leaders and others on the potential risks of long-term outages; benefits associated with

investments in reliability; and a balanced assessment of the social, economic, and environmental issues associated with certain reliability options.

IF APPLICABLE

FUNDING SOURCES (include matching/in-kind funds):

Federal: \$40,000

State:

City:

Other:

FUNDS REQUESTED

Salaries/Benefits:

Supplies:



City of Bridgeport, Connecticut
**DEPARTMENT OF CENTRAL GRANTS AND
COMMUNITY DEVELOPMENT**

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

ANDREW J. NUNN
CAO

ALANNA C. KABEL
Deputy CAO of Central Grants
and Community Development

BILL FINCH
Mayor

COMM.#30-10 Referred to ECD&E Committee on
2/7/2011

February 1, 2011

To: Fleeta Hudson
From: Renu Gupta
CC: Andrew Nunn, Adam Wood , Alanna Kabel, Kelly McDermott, Valerie Sorrentino
Re: **2011 Childhood Lead Poisoning Prevention - Education Outreach Program**

Central Grants seeks authorization for Mayor Finch to enter into contract with the Connecticut Department of Public Health for 2011 **Lead Poisoning Prevention - Education Outreach Grant** and to sign all related documents, contracts and resolutions.

The grant, @ \$40,000, will allow the city to continue lead testing, education and awareness with a focus on children in kindergarten and younger.

Thank you for your attention to this matter and please feel free to call me at X7732 with any questions.

RECEIVED
CITY CLERK'S OFFICE
2011 FEB - 3 P 12: 29
ATTEST
CITY CLERK _____



EXECUTIVE SUMMARY
FOR ALL CITY COUNCIL AGENDA COMMUNICATIONS

PROJECT TITLE: Childhood Lead Poisoning Prevention - Education Outreach Program

RENEWAL X NEW _____

DEPARTMENT SUBMITTING INFORMATION: Central Grants

CONTACT NAME: Renu Gupta

PHONE NUMBER: 576-7732

PROJECT SUMMARY/DESCRIPTION: Funding from this grant will be used to continue lead testing, education and awareness with a focus on children in kindergarten and younger. A portion of the funding will also be used to analyze data and evaluate the Lead Department and recommend a possible reorganization based on best practices from other jurisdictions.

CONTRACT DATES:

March 1 – 2011 - June 30, 2011

PROJECT GOALS AND PROCEDURES:

- 1) Provide outreach, lead awareness and nutrition education
- 2) Promote lead screening through pre kindergarten and kinder classrooms citywide
- 3) Conduct lead screenings
- 4) Demonstrate low fat iron fortified snacks and a variety of other nutritional foods

IF APPLICABLE

FUNDING SOURCES (include matching/in-kind funds):

Federal:
State: \$40,000
City:
Other:

FUNDS REQUESTED

Salaries/Benefits: \$21,191

Supplies: \$5,059

Travel/Training: \$500

Subcontracts: X Yes, No

If yes, supply listing and dollar amount (please attach)

William P. Quinn @ \$9,250 To lead education efforts using best practice models from other jurisdictions. Connie Haye @ \$4,000 Analysis of Lead data for planning for outreach and education efforts targeting highest risk, most underserved neighborhoods.

WHEREAS, the State Department of Public Health is authorized to extend financial assistance to municipalities in the form of grants; and,

WHEREAS, this funding has been made possible through the Childhood Lead Poisoning Prevention - Education Outreach Grant and,

WHEREAS, funds under this grant will be used for lead testing, education and awareness and to improve process evaluation of lead poisoning and testing in the city based on best practices from other jurisdictions, and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Department of Health and Social Services, submit an application to the State Department of Public Health in an amount not to exceed \$40,000 for the purpose of providing lead testing, education and awareness and to improve process evaluation of lead poisoning and testing in the city based on best practices from other jurisdictions, and

NOW THEREFORE, BE IT RESOLVED BY THE City Council:

1. That it is cognizant of the City's grant application and contract to the State Department of Public Health for funds for the purpose of providing lead testing, education and awareness and to improve process evaluation of lead poisoning and testing in the city based on best practices from other jurisdictions.
2. That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with the State Department of Public Health for a Childhood Lead Poisoning Prevention – Outreach Education Grant. to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

999 Broad Street
Bridgeport, Connecticut 06604-4328

CITY ATTORNEY
Mark T. Anastasi

DEPUTY CITY ATTORNEY
Arthur C Laske, III

ASSOCIATE CITY ATTORNEYS

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

ASSISTANT CITY ATTORNEYS

Salvatore C. DePiano
R. Christopher Meyer
Eroll V. Skyers
Telephone (203) 576-7647
Facsimile (203) 576- 8252



COMM. #31-10 Referred to Ordinance Committee (02/07/2011 OFF THE FLOOR)
February 7, 2011

REF. 152-09

Councilperson Richard Paoletto, Jr.
Co-Chairperson, Committee on Ordinances
City Council
City of Bridgeport
45 Lyon Terrace
Bridgeport CT 06604

RECEIVED
CITY CLERK'S OFFICE
2011 FEB - 8 A 9:37
ATTEST
CITY CLERK

**Re: Proposed Amendment of Intermunicipal Agreement with Town of Trumbull
Concerning the Fairchild-Wheeler Memorial High School**

Dear Chairman Paoletto:

At tonight's City Council meeting kindly move to add to the Agenda FOR REFERRAL TO
COMMITTEE ON ORDINANCES ONLY the above-referenced matter.

Thank you for your assistance in this matter.

Very truly yours,

Mark T. Anastasi
City Attorney

Cc: Mayor Bill Finch
Fleeta C. Hudson, City Clerk
Thomas C. McCarthy, Council President
Andrew Nunn, CAO
Adam Wood, Chief of Staff
Ruben Felipe, Deputy Chief of Staff
Frances Wilson, Deputy City Clerk

INTERMUNICIPAL AGREEMENT
FOR THE
PROVISION OF FIRE SERVICES
TO THE
FAIRCHILD-WHEELER MEMORIAL HIGH SCHOOL

RECEIVED
CITY CLERK'S OFFICE
2011 FEB - 8 A 11: 16
ATTEST
CITY CLERK

Agreement by and among the City of Bridgeport ("Bridgeport"), a municipal corporation within the State of Connecticut with an address at 999 Broad Street, Bridgeport, Connecticut 06604 and the Trumbull Center Fire District (the "TCFD") a municipal corporation within the State of Connecticut with an address at 860 White Plains Road, Trumbull, Connecticut 06611 and the Trumbull Volunteer Fire Co. No. 1, Inc. (the "TVFC."), a Connecticut non-profit corporation with an address at 860 White Plains Road, Trumbull, Connecticut 06611.

WITNESSETH

WHEREAS, Bridgeport is proposing to acquire approximately thirty-five (35) acres of land (the "Property") situated in Trumbull owned by the State of Connecticut and previously used as a public park for the purpose of constructing and operating a state-of-the-art multi-magnet high school (the "MMHS") to meet the needs of area students from several communities, including, Bridgeport and Trumbull; and

WHEREAS, the MMHS is to be known as the Fairchild-Wheeler Memorial High School; and

WHEREAS, Bridgeport has applied to various state and municipal agencies for approval to construct the MMHS; and

WHEREAS, in the event Bridgeport does acquire the Property and construct the MMHS, it will also administer approximately 16 acres of land owned by the State of Connecticut adjacent to the Property (the "Retained Property") as a public park; and

WHEREAS, the Property and the Retained Property are more particularly bounded and described in Schedules A and B, attached hereto and made a party hereof; and

WHEREAS, both the Property and the Retained Property are more particularly shown and depicted in a certain map attached hereto as Schedule C and made a part hereof; and

WHEREAS, the parties enter into this Intermunicipal Agreement pursuant to the authority set forth in C.G.S. § 7-148cc and Section 7-310.

WHEREAS, the Property and the Retained Property are each situated within the boundaries and the area of taxing and operational responsibility of TCFD and TVFC respectively; and

WHEREAS, TCFD and TVFC agree to relinquish, and Bridgeport agrees to accept, operational responsibility, as first responder, for the MMHS, the Property and the Retained Property.

NOW, THEREFORE, for and in consideration of, and in reliance upon, the foregoing premises and the covenants and the promises herein expressed, the parties agree as follows:

1. A. Subject to the provisions of Paragraph 6, below, Bridgeport agrees to pay the sum of \$275,000.00 to TCFD as follows: (i) the sum of \$10,000.00 shall be due on or before

the date of this Agreement, (ii) the sum of \$45,000.00 shall be due upon the issuance of a certificate of occupancy for the MMHS by the Town of Trumbull (the "C.O. Date"), and (iii) the balance of \$220,000.00 shall be due in four (4) equal, annual installments of \$55,000.00 each, payable on the four next anniversaries of the C.O. Date.

B. Within sixty (60) days from the date of this Agreement TCFD and TVFC shall provide Bridgeport with a list of needed equipment to be used for the provision of fire services. Bridgeport agrees to purchase such equipment for and on behalf of TCFD in an amount not to exceed \$150,000.00, on or before six (6) months after issuance of a building permit by the Town of Trumbull for the MMHS.

C. For as long as the City of Bridgeport maintains operational responsibility, as defined in Paragraph 2.A, for the MMHS, the Property and the Retained Property, the MMHS, the Property and the Retained Property (including all structures and improvements thereon) shall not be subject to any fire tax levied by TCFD.

2. A. Subject to the provisions of Paragraphs 6 and 8, below, ~~in the event the MMHS is built~~, Bridgeport agrees to provide all fire suppression and related fire service calls, both routine and emergency, to the MMHS, the Property and the Retained Property, without cost or expense to TCFD and TVFC. Without limiting the foregoing, Bridgeport personnel and equipment will be deployed, as first responder, to all fire and related public safety and hazardous materials situations arising in the MMHS, or on the Property and the Retained Property. Bridgeport shall have direction and control of any incident at the MMHS, the Property or the Retained Property.

B. The services performed by Bridgeport fire department personnel on the Property and the Retained Property and in the MMHS shall be for public and governmental purposes and such personnel and Bridgeport shall enjoy all authority and all immunities from liability enjoyed by the local government within its boundaries to the fullest extent such authority and immunities are either assignable or transcend municipal boundaries.

C. Bridgeport shall be liable for the defense, settlement and payment of third party claims that may arise out of the actions of its fire department personnel while performing fire suppression, related public safety and hazardous materials services in the MMHS, or on the Property and the Retained Property.

3. Nothing in this Intermunicipal Agreement is intended to (i) interfere with, preclude or alter the obligations of Bridgeport, TCFD and TVFC to each other pursuant to any mutual assistance compact or aid agreement to which Bridgeport, TCFD and TVFC are presently, or may become, parties, or (ii) alter, affect or diminish the general obligations and responsibilities of the Bridgeport Board of Education to operate and maintain the Property and the MMHS in a safe and appropriate condition. The City's responsibilities under this Intermunicipal Agreement shall be in addition to, and shall supplement, not supplant, the otherwise applicable obligations of a board of education under the General Statutes.

4. Bridgeport acknowledges that in accordance with the provisions of a separate agreement to be signed by and between Bridgeport and the Town of Trumbull for the provision of police and emergency medical services, Bridgeport will agree to construct a ten inch (10") underground fire supply line on the Property, without cost or expense to the Town of Trumbull, TCFD or TVFC, in order to connect the public water supply system on Old Town Road with the public water supply system on Quarry Road for the purpose of (i) providing an alternative source of potable water, and (ii) increasing the existing volume of water available to Trumbull for fire fighting purposes west of Route 25. Nothing in this Agreement shall modify, amend or supplement the rights and obligations of either Bridgeport or the Town of Trumbull pursuant to said separate agreement.

5. Bridgeport shall, and it hereby does, indemnify and hold TCFD and TVFC harmless for any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including, without limitation, attorneys' fees, experts' fees, expenses and disbursements), of any kind or nature whatsoever, known or unknown, contingent or otherwise (collectively, the "Liabilities"), which may at any time be asserted against, imposed upon, incurred by, or awarded against TCFD and TVFC provided the Liabilities are directly caused by, relate to, result from or arise out of the services performed by Bridgeport fire department personnel on the Property and Retained Property or in the MMHS. The foregoing indemnification shall not apply to Liabilities which are caused by, relate to, result from or arise out of any action or failure to act by personnel of TCFD and TVFC. TCFD and TVFC shall provide prompt written notice to Bridgeport of any claim, action or proceeding against it or them for which indemnification is sought pursuant to this paragraph and agree to cooperate fully with Bridgeport regarding the defense and disposition thereof. Bridgeport shall have the right to defend and/or settle any claim, action or proceeding entitled to indemnification hereunder in the name of TCFD and/or TVFC, as applicable, using counsel selected by Bridgeport. Bridgeport agrees to keep TCFD and TVFC informed of the status of any such claim, action or proceeding.

6. Except as may otherwise be set forth herein: (i) each of the rights and responsibilities of the parties pursuant to this Intermunicipal Agreement are subject to, and contingent upon, the issuance of a building permit for the MMHS by the Town of Trumbull, and (ii) the provisions of the Agreement shall be effective, without the need for further action by either party, upon the issuance of a building permit for the MMHS (the "Effective Date").

7. This Intermunicipal Agreement (i) shall be reviewed by the parties at least once every five (5) years after the Effective Date in order to assess its effectiveness, and (ii) may be modified or amended from time to time by the mutual agreement of the parties.

8. A. TCFD and TVFC may jointly (but not severally) withdraw from this Intermunicipal Agreement for any or no reason upon ninety (90) days prior written notice. Bridgeport may not withdraw from this Intermunicipal Agreement as long as the MMHS is being used for public education or other permitted municipal use by the Bridgeport Board of Education or Bridgeport. In the event the MMHS will no longer be used for public education or other permitted municipal use by the Bridgeport Board of Education or Bridgeport, Bridgeport shall promptly so notify TCFD and TVFC in writing, which notice shall provide a date (which shall

be at least 90 days after the date of such notice from Bridgeport) upon which the MMHS will be closed (the "Closure Date"). Unless otherwise shortened or extended in writing by the parties, this Intermunicipal Agreement shall automatically terminate, without the need for further action by either party: (i) at midnight on the ninetieth (90) day after receipt by Bridgeport of written notice from TCFD and TVFC that they jointly withdraw from this Intermunicipal Agreement or (ii) at midnight on the thirtieth (30) day after the Closure Date as set forth in the notice from Bridgeport to Trumbull.

B. Upon the termination of this Intermunicipal Agreement in accordance with the provisions of paragraph 8 A, above, neither party shall thereafter have any further rights or obligations hereunder, except (i) that the obligation of Bridgeport to indemnify TCFD and TVFC for events occurring on or before the effective date of termination of this Intermunicipal Agreement pursuant to paragraph 5, above, shall survive such termination for a period of two (2) years, and; (ii) if Bridgeport withdraws from this Agreement, as outlined above, after receipt of a building permit for the MMHS from the Town of Trumbull but prior to (a) making complete payment of the \$275,000.00 as set forth in paragraph 1A, or (b) delivering the equipment to TCFD as set forth in paragraph 1B, then the equipment will be delivered and the unpaid balance owed will be paid to TCFD within thirty (30) days of the withdrawal. Upon termination by a party in accordance with the provisions of paragraph 8A above, TVFC and TCFD shall re-acquire operational responsibility for the MMHS, the Property, and the Retained Property. Absent termination by a party in accordance with the provisions of paragraph 8 A, above, this Intermunicipal Agreement shall remain in full force and effect.

C. Notwithstanding anything in this Agreement to the contrary, Bridgeport's right to withdraw pursuant to Section 8A, above, shall be subject to the following conditions precedent: (i) Bridgeport shall have fully performed its obligations to TCFD and TVFC as set forth in Paragraphs 1A and 1B, above and (ii) Bridgeport shall simultaneously withdraw from the agreement with the Town of Trumbull for police and emergency medical services referenced in Paragraph 4, above. Any purported withdrawal by Bridgeport without complying with the provisions of this Paragraph 8C shall be null and void.

9. Any notice given pursuant to this Intermunicipal Agreement shall be in writing addressed as follows: (i) notice to Bridgeport shall be addressed to the Mayor of Bridgeport, 999 Broad Street, Bridgeport, Connecticut 06604 with a copy to the Bridgeport Fire Chief, 30 Congress Street, Bridgeport, Connecticut 06604; (ii) notice to TCFD shall be addressed to the Chairman of the Board of Commissioners, 860 White Plains Road, Trumbull, Connecticut; and (iii) notice to TVFC shall be addressed to its Fire Chief, 860 White Plains Road, Trumbull, Connecticut.

10. COSTS OF ENFORCEMENT. Except as otherwise expressly provided herein, in the event of any litigation brought to enforce any material provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs from the other party.

11. ENTIRE AGREEMENT. This Agreement completely expresses the agreement of the parties, and has been entered into by the parties after discussion with their respective

attorneys and after full investigation, neither party relying upon any statement made by anyone else that is not set forth in this Agreement.

IN WITNESS WHEREOF, each of the parties has caused this Intermunicipal Agreement to be executed by its chief elected official at Trumbull, Connecticut and Bridgeport, Connecticut on the dates set below.

CITY OF BRIDGEPORT

By: _____

William Finch

Its Mayor

Dated: February , 2011

TRUMBULL CENTER FIRE DISTRICT

By: _____

Patrick McCarty, Jr.

Its Chairman

Dated: February , 2011

TRUMBULL VOLUNTEER FIRE CO.
NO. 1, INC.

By: _____

Edward Gratrix

Its Chief

Dated: February , 2011

**INTERMUNICIPAL AGREEMENT
FOR THE
PROVISION OF POLICE, ~~FIRE~~
AND EMERGENCY MEDICAL SERVICES
TO THE
FAIRCHILD-WHEELER MEMORIAL HIGH SCHOOL**

Agreement made this _____ day of _____, 2010, by and between the City of Bridgeport ("Bridgeport"), a municipal corporation within the State of Connecticut with an address at 999 Broad Street, Bridgeport, Connecticut 06604 and the Town of Trumbull ("Trumbull"), a municipal corporation within the State of Connecticut with an address at 5866 Main Street, Trumbull, Connecticut 06611.

WITNESSETH

WHEREAS, Bridgeport is proposing to acquire approximately thirty-five (35) acres of land (the "Property") situated in Trumbull owned by the State of Connecticut and previously used as a public park for the purpose of constructing and operating a state-of-the-art multi-magnet high school (the "MMHS") to meet the needs of area students from several communities, including, Bridgeport and Trumbull; and

WHEREAS, the MMHS is to be known as the Fairchild-Wheeler Memorial High School; and

WHEREAS, Bridgeport has applied to various state and municipal agencies for approval to construct the MMHS; and

WHEREAS, in the event Bridgeport does acquire the Property and construct the MMHS, it will also administer approximately 16 acres of land owned by the State of Connecticut adjacent to the Property (the "Retained Property") as a public park; and

WHEREAS, the Property and the Retained Property are more particularly bounded and described in Schedules A and B, attached hereto and made a party hereof; and

WHEREAS, both the Property and the Retained Property are more particularly shown and depicted in a certain map attached hereto as Schedule C and made a part hereof; and

WHEREAS, the parties enter into this Intermunicipal Agreement pursuant to the authority set forth in C.G.S. § 7-148cc.

NOW, THEREFORE, for and in consideration of, and in reliance upon, the foregoing premises and the covenants and promises herein expressed, the parties agree as follows:

1. In the event the MMHS is built by the Bridgeport School Building Committee, Bridgeport agrees to provide the following municipal services to the Property, the Retained Property and to the MMHS each without cost or expense to Trumbull:

(i) All police, ~~fire~~ and emergency medical service calls, both routine and emergency, will be handled by police, ~~fire~~ and emergency medical services personnel employed by Bridgeport as first responder. Without limiting the foregoing, Bridgeport police and emergency medical personnel and equipment will be deployed, as first responder, to all public safety, and emergency medical ~~and hazardous materials~~ situations arising in the MMHS, or on the Property or the Retained Property. All arrests,

custodial and non-custodial, on the Property or the Retained property shall be made by Bridgeport law enforcement personnel. Subject only to the restrictions, if any, of Trumbull's collective bargaining agreements, Bridgeport law enforcement personnel will also provide traffic control on Old Town Road and on Quarry Road at the entrances to the MMHS, on an as needed basis, during peak times when students and faculty are arriving at, and departing, the MMHS.

(ii) The services performed by Bridgeport police, ~~fire~~ and emergency medical services personnel on the Property, the Retained Property and in the MMHS shall be for public and governmental purposes and such personnel and Bridgeport shall enjoy all authority and all immunities from liability enjoyed by the local government within its boundaries to the fullest extent such authority and immunities are assignable or transcend municipal boundaries.

(iii) Bridgeport shall be liable for the defense, settlement and payment of third party claims that may arise out of the actions of its police, ~~fire~~ and emergency medical services personnel while performing public safety and emergency medical services in the MMHS, or on the Property or the Retained Property.

2. In the event the MMHS is built by the Bridgeport School Building Committee, Trumbull's public works or parks departments shall not be required to perform or render any services to the Property, the Retained Property or for the MMHS other than normal municipal services and responsibility associated with the maintenance, upkeep and plowing of Quarry Road and Old Town Road, both public rights-of-way, adjoining the Property, in the ordinary course. Trumbull does have certain sanitary sewer interceptors on both the Property and the Retained Property, within existing easements, which would continue to be its sole responsibility and which are outside the scope of this Intermunicipal Agreement.

3. (i) Nothing in this Intermunicipal Agreement is intended to (i) interfere with, preclude or alter the obligations of Bridgeport and Trumbull to each other pursuant to any mutual assistance compact or aid agreement for police and emergency medical services to which Bridgeport and Trumbull are presently parties, or (ii) alter, affect or diminish the general obligations and responsibilities of the Bridgeport Board of Education to operate and maintain the Property and the MMHS in a safe and appropriate condition. The City's responsibilities under this Intermunicipal Agreement shall be in addition to, and shall supplement, not supplant, the otherwise applicable obligations of a board of education under the General Statutes.

(ii) The parties acknowledge that Bridgeport is also providing fire suppression and related fire services, both routine and emergency, to the MMHS, the Property and the Retained Property in accordance with the provisions of a separate agreement by and between Bridgeport and the Trumbull Center Fire District ("TCFD") and the Trumbull Volunteer Fire Co. No. 1, Inc. ("TVFC"). Nothing in this Agreement shall modify, amend or supplement the rights and obligations of either Bridgeport, TCFD or TVFC pursuant to said separate agreement.

4. During construction of the MMHS, Bridgeport agrees to construct a ten inch (10") underground fire supply line on the Property, without cost or expense to Trumbull, in order to

connect the public water supply system on Old Town Road with the public water supply system on Quarry Road for the purpose of (i) providing an alternative source of potable water, and (ii) increasing the existing volume of water available to Trumbull for fire fighting purposes west of Route 25. On or before the Effective Date (as hereinafter defined), the fire supply line from the MMHS to Old Town Road shall be dedicated to, and accepted by, Trumbull which will have the independent obligation to operate, maintain, repair and replace said fire supply line without cost or expense to Bridgeport. Bridgeport shall provide an appropriate easement in perpetuity to Trumbull for such purposes at the time the ownership of the fire supply line is given to Trumbull.

5. Bridgeport shall and it hereby does indemnify and hold Trumbull harmless for any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including, without limitation, attorneys' fees, experts' fees, expenses and disbursements), of any kind or nature whatsoever, known or unknown, contingent or otherwise (collectively, the "Liabilities"), which may at any time be asserted against, imposed upon, incurred by, or awarded against Trumbull regarding the use of the Property, the Retained Property or the MMHS, provided the Liabilities relate to, result from or arise out of, any action or failure to act by Bridgeport occurring after the earlier of the date(s): (i) Bridgeport acquires the Property, or (ii) any activity is conducted on the Property, the Retained Property or the MMHS by or on behalf of Bridgeport. The foregoing indemnification shall not apply to Liabilities which relate to, result from or arise out of any action or failure to act by Trumbull. Trumbull shall provide prompt written notice to Bridgeport of any claim, action or proceeding against it for which indemnification is sought pursuant to this paragraph and agrees to cooperate fully with Bridgeport regarding the defense and disposition thereof. Bridgeport shall have the right to defend and/or settle any claim, action or proceeding entitled to indemnification hereunder in Trumbull's name using counsel selected by Bridgeport. Bridgeport agrees to keep Trumbull informed of the status of any such claim, action or proceeding.

6. Except as may otherwise be set forth herein, each of the rights and responsibilities of the parties pursuant to this Intermunicipal Agreement are subject to, and contingent upon, the construction and opening of the MMHS by Bridgeport. The provisions of the Agreement shall be effective, without the need for further action by either party, upon the issuance of a certificate of occupancy for the MMHS (the "Effective Date").

7. This Intermunicipal Agreement (i) shall be reviewed by the parties at least once every five (5) years after the Effective Date in order to assess its effectiveness, and (ii) may be modified or amended from time to time by the mutual agreement of the parties.

8. A. Trumbull may withdraw from this Intermunicipal Agreement for any or no reason upon ninety (90) days prior written notice. Bridgeport may not withdraw from this Intermunicipal Agreement as long as the MMHS is being used for public education or other permitted municipal use by the Bridgeport Board of Education or Bridgeport. In the event the MMHS will no longer be used for public education or other permitted municipal use by the Bridgeport Board of Education, or Bridgeport, Bridgeport shall promptly so notify Trumbull in writing, which notice shall provide a date (which shall be at least 90 days after the date of such notice from Bridgeport) upon which the MMHS will be closed (the "Closure Date"). Unless

otherwise shortened or extended in writing by the parties, this Intermunicipal Agreement shall automatically terminate, without the need for further action by either party: (i) at midnight on the ninetieth (90) day after receipt by Bridgeport of written notice from Trumbull that Trumbull withdraws from this Intermunicipal Agreement or (ii) at midnight on the thirtieth (30) day after the Closure Date as set forth in the notice from Bridgeport to Trumbull.

B. Upon the termination of this Intermunicipal Agreement in accordance with the provisions of paragraph 8 A, above, neither party shall thereafter have any further rights or obligations hereunder, except that the obligation of Bridgeport to indemnify Trumbull for events occurring on or before the effective date of termination of this Intermunicipal Agreement pursuant to paragraph 25, above, shall survive such termination for a period of two (2) years. Absent termination by a party in accordance with the provisions of paragraph 8 A, above, this Intermunicipal Agreement shall remain in full force and effect.

C. Notwithstanding anything in this Agreement to the contrary, Bridgeport's right to withdraw pursuant to Section 8A, above, shall be conditioned upon Bridgeport simultaneously withdrawing from the agreement with TCFD and TVFC for fire services referenced in Paragraph 3(ii), above. Any purported withdrawal by Bridgeport without complying with the provisions of this Paragraph 8C shall be null and void.

9. In the event the MMHS will no longer be used for public education or other permitted municipal use by the Bridgeport Board of Education or Bridgeport, neither the Property nor the MMHS may be disposed of in any manner to any third party unless Trumbull consents to said disposition in writing which consent may not be unreasonably withheld, conditioned or delayed, when taking into account: the then prevailing laws of the State of Connecticut; or the then prevailing town charter, regulations, ordinances or public policy of Trumbull. Any consensual disposition of less than all of the Property or MMHS as aforementioned shall relieve Bridgeport of its obligations hereunder to the extent of the disposition only. Further, in the event the MMHS will no longer be used for public education by the Bridgeport Board of Education, the Property, Retained Property, or MMHS may not be used for any other purpose by Bridgeport unless Trumbull consents to said use in writing which consent may not be unreasonably withheld, conditioned or delayed, when taking into account: the then prevailing laws of the State of Connecticut; or the then prevailing town charter, regulations, ordinances or public policy of Trumbull. The foregoing notwithstanding, nothing in this Intermunicipal Agreement shall preclude the use of the Property, the Retained Property or the MMHS as a public park or require any permit or approval from Trumbull to use the Property, the Retained Property or the MMHS as a public park.

10. Any notice given pursuant to this Intermunicipal Agreement shall be in writing addressed to the chief elected official of the municipality receiving the notice with copies to the chiefs of that municipality's police, ~~fire~~ and emergency medical services departments.

IN WITNESS WHEREOF, each of the parties has caused this Intermunicipal Agreement to be executed by its chief elected official this _____ day of _____, 2010 at _____ Trumbull, Connecticut and Bridgeport, Connecticut on the dates set forth below.

CITY OF BRIDGEPORT

By: _____

William Finch

Its Mayor

Dated: _____

TOWN OF TRUMBULL

By: _____

Timothy M. Herbst

Its First Selectman

Dated: _____

Resolution

By Council Members Susan T. Brannelly and Martin McCarthy, 130th District.

For introduction at the meeting of the City Council to be held on February 7, 2011

For referral to the Committee on Public Safety and Transportation

Resolution to Honor Fallen Firefighters Lieutenant Steven Velasquez and Firefighter Michel Baik by including their names on the street sign at the intersection of Ocean Terrace and Osborne Street, adjacent to their Firehouse 7 & 11.

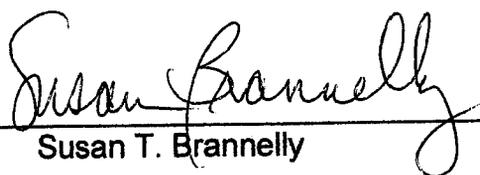
RECEIVED
CITY CLERK'S OFFICE
2011 FEB - 8 A 9:11
ATTEN: CITY CLERK

Whereas, Lieutenant Steven Velasquez and Firefighter Michel Baik lost their lives on July 24, 2010 while battling a fire on Elmwood Avenue .

Whereas, their passing was mourned by family, friends, fellow firefighters and the entire community, all who appreciated their sacrifice.

Whereas, Lieutenant Velasquez and Firefighter Baik dedicated and then gave their lives to the Bridgeport Fire Department and to the safety of the citizens of Bridgeport.

Be it resolved that their memory and ultimate sacrifice be honored by adding their names to the street sign at the intersection of Ocean Terrace and Osborne Street, adjacent to their firehouse they did not return to on July 24, 2010.



Susan T. Brannelly

2-7-11

Date



Martin McCarthy

2-7-11

Date

CITY ATTORNEY
Mark T. Anastasi

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

999 Broad Street
Bridgeport, Connecticut 06604-4328

DEPUTY CITY ATTORNEY
Arthur C Laske, III



ASSISTANT CITY ATTORNEYS

Salvatore C. DePiano
R. Christopher Meyer
Eroll V. Skyers

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

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Richard G. Kascak, Jr.
Russell D. Liskov
John R. Mitola
Ronald J. Pacacha
Lisa R. Trachtenburg

COMM. #33-10 Referred to Miscellaneous Matters Committee on
2/7/2011 (Off The Floor)

February 4, 2011

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

RECEIVED
CITY CLERK'S OFFICE
2011 FEB - 8 A 9:38
ATTEST
CITY CLERK

Re: Bryan Cascio v. City of Bridgeport, et al

Dear Honorable City Council Members:

I hereby recommend that the following be accepted and approved by you in settlement for the above referenced lawsuits.

WHEREAS, lawsuits in the following names were 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 suits and trials, the City might be held liable, and

WHEREAS, negotiations with the Plaintiffs' attorneys have made it possible to settle these suits for the figures set forth below, and the City Attorney, therefore, recommends the following settlements be accepted.

NOW THEREFORE BE IT RESOLVED, that the Comptroller be, and hereby is authorized, empowered and directed to draw his order on the City Treasurer payable as follows:

| <u>NAME</u> | <u>ATTORNEY</u> | <u>CAUSE/INJURY</u> | <u>SETTLEMENT</u> |
|--------------|---|---------------------|-------------------|
| Bryan Cascio | Charles Kurmay, Esq. 1995 Main Street Stratford, CT 06615 | Dog Bite | \$95,000.00 |
| | Wayne R. Keeney, Esq. 1187 Broad Street, Suite B Bridgeport, CT 06604 | | |

BE IT FURTHER RESOLVED, that the amount set forth as above are paid to the Plaintiffs' attorneys in full payment, settlement, release and discharge of all rights and causes of action described in the suits instituted by the above mentioned Plaintiffs against the City and known as docket numbers in the courts set forth; provided, however, that the City drafts shall not be delivered to the Plaintiffs' attorneys until the City Attorney has been furnished with full releases and discharges in writing in each case, approved by the City Attorney or Deputy City Attorney.

Very truly yours,


Mark T. Anastasi
City Attorney

MTA/kl

cc: Mayor Bill Finch
Fleeta C. Hudson, City Clerk

***08-10 CONSENT CALENDAR**

Amendments to the Municipal Code of Ordinances amended to add new Chapter 2.79 Bridgeport Regional Council of Elected Officials.

**Report
of
Committee
on
Ordinances**

Submitted: February 7, 2011

Adopted: _____



Attest: _____

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

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

***08-10 CONSENT CALENDAR**

BE IT ORDAINED: By the City Council of the City of Bridgeport that the Bridgeport Municipal Code of Ordinances is hereby amended to include the following new Chapter 2.79 - Greater Bridgeport Regional Council of Elected Officials as set forth below.

NEW:

CHAPTER 2.79 – GREATER BRIDGEPORT REGIONAL COUNCIL OF ELECTED OFFICIALS

Sec. 2.79.010 Purpose and Establishment.

The City of Bridgeport recognizes that formation of a Regional Council of Elected Officials will improve the continued operation of the Greater Bridgeport Regional Planning Agency (the "Agency") as the designated regional planning organization of the Greater Bridgeport Planning Region (the "Region") by providing a policy board to guide the Agency regarding the study of issues of mutual concern to two or more members. The Region is comprised of the municipalities of Bridgeport, Easton, Fairfield, Monroe, Stratford and Trumbull.

Sec. 2.79.020 Authorization to form and join.

In accordance with the provisions of Sections 4-124c through 4-124h, inclusive of the Connecticut General Statutes, as amended, the City of Bridgeport hereby agrees to form and join a regional organization known as the Greater Bridgeport Regional Council of Elected Officials as the designated policy board to guide the Agency.



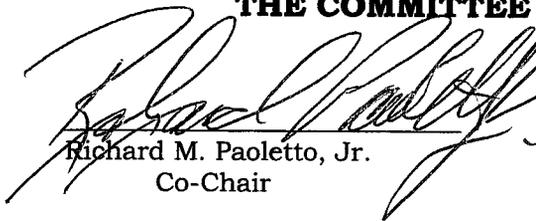
Report of Committee on Ordinances
***08-10 CONSENT CALENDAR**

-2-

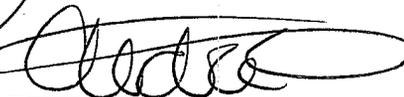
Sec. 2.79.030 Effective Date.

This ordinance shall become effective upon the enactment and approval of a similar ordinance by all other members of the Region that will comprise the Greater Bridgeport Regional Council of Elected Officials.

Respectfully submitted,
THE COMMITTEE ON ORDINANCES

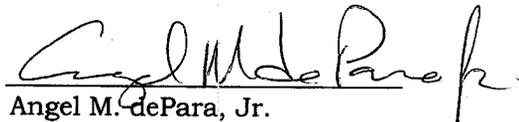


Richard M. Paoletto, Jr.
Co-Chair



Andre F. Baker, Jr.
Co-Chair

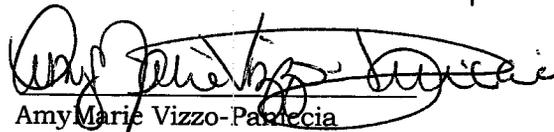
Martin C. McCarthy



Angel M. dePara, Jr.



Richard Bonney



Amy Marie Vizzo-Panecia

Anderson Ayala

City Council Date: February 7, 2011

***161-09 (PHO) Consent Calendar**

Public Hearing Ordered for February 22, 2011 re:
Disposition of City Owned Properties to Habitat for
Humanity.

**Report
of
Committee
on
CD & Environment**

Submitted: February 7, 2011

Adopted: _____

Attest: _____



City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

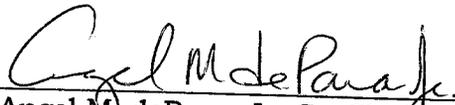
The Committee on **ECD and Environment** begs leave to report;
and recommends for adoption the following resolution:

***161-09 (PHO) Consent Calendar**

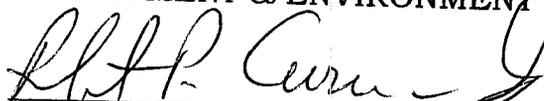
BE IT RESOLVED, That a Public Hearing be Held before the City Council on Tuesday evening, February 22, 2011 beginning at 7:00 p.m. in the City Council Chambers, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut, relative to the Disposition of City Owned Properties to Habitat for Humanity:

- 129 Washington Terrace Vacant Lot (1059-14)
- 37-41 Waldorf Avenue Vacant Lot (216-15)

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



Angel M. dePara, Jr. Co-Chairman



Robert P. Curwen, Sr. Co-Chairman

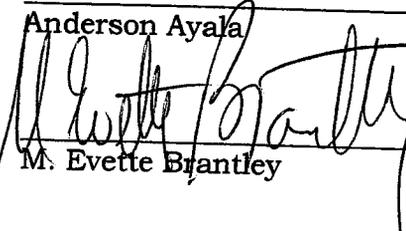
Lydia N. Martinez

Warren Blunt

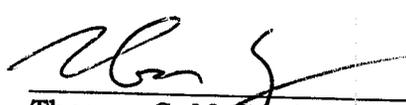
Anderson Ayala



Michelle A. Lyons



M. Evette Brantley



Thomas C. McCarthy, President
(Added to Make quorum)

***164-09 (PHO) Consent Calendar**

Public Hearing Ordered for February 22, 2011 re: Development, Lease and Use Agreement with M.O.V.E Yacht Club for the re-development of 148-220 Waterview Avenue.

**Report
of
Committee
on
ECB & Environment**

Submitted: February 7, 2011

Adopted: _____

Attest: _____

[Signature]
City Clerk

Approved _____

[Signature]
Mayor



City of Bridgeport, Connecticut

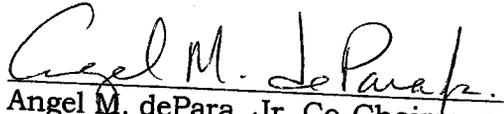
To the City Council of the City of Bridgeport:

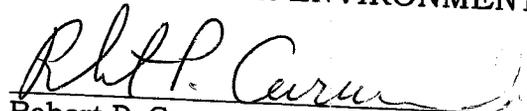
The Committee on **ECD and Environment** begs leave to report; and recommends for adoption the following resolution:

*164-09 (PHO) Consent Calendar

BE IT RESOLVED, That a Public Hearing be Held before the City Council on Monday evening, February 22, 2011 beginning at 7:00 p.m. in the City Council Chambers, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut, relative to the Development, Lease and Use Agreement with M.O.V.E Yacht Club for the re-development of 148-220 Waterview Avenue.

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

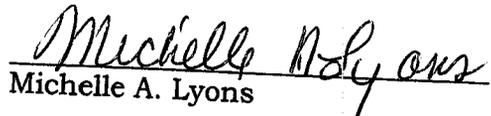

Angel M. dePara, Jr. Co-Chairman

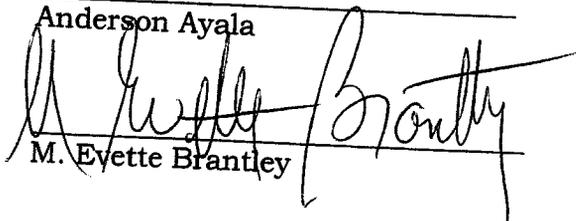

Robert P. Curwen, Sr. Co-Chairman

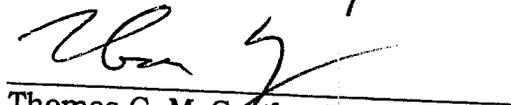
Lydia N. Martinez

Warren Blunt

Anderson Ayala


Michelle A. Lyons


M. Evette Brantley


Thomas C. McCarthy, President
(Added to Make quorum)

***01-10 Consent Calendar**

Grant Submission: re: State Department of Social Services for 2010-2011 Social Services Block Grant.

**Report
of
Committee
on
CEB & Environment**

Submitted: February 7, 2011

Adopted: _____



Attest: _____

City Clerk

Approved _____

Mayor



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:

***01-10 Consent Calendar**

WHEREAS, the State Department of Social Services is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through a grant for a Social Service Block Grant; and

WHEREAS, funds under this grant will be used to provide case management, counseling and home-based services for Bridgeport residents; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Department of Health and Social Services, submit an application to the State Department of Social Services in an amount not to exceed \$180,183 for the purpose of providing case management, counseling and home-based services for Bridgeport residents; Now, therefore be it

RESOLVED BY THE City Council:

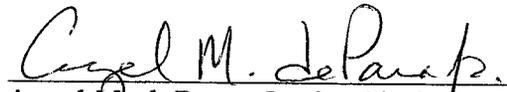
1. That it is cognizant of the City's grant application and contract to the State Department of Social Services to provide case management, counseling and home-based services for Bridgeport residents.
2. That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with the State Department of Social Services for a Social Service Block Grant and to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



Report of Committee on ECD and Environment
*01-10 Consent Calendar

-2-

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



Angel M. dePara, Jr. Co-Chairman



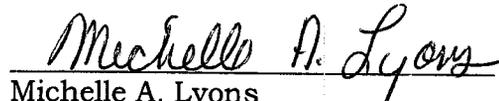
Robert P. Curwen, Sr. Co-Chairman

Lydia N. Martinez

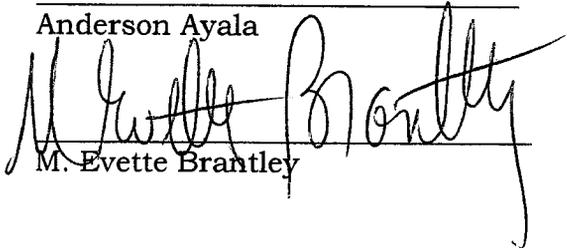


Warren Blunt

Anderson Ayala



Michelle A. Lyons



M. Evette Brantley



Thomas C. McCarthy, President
(Added to Make quorum)

***02-10 Consent Calendar**

Grant Submission: re: Department of Housing & Urban Development for 2011-2014 Bridgeport Lead Free Families Grant (BLFF).

**Report
of
Committee
on
CD & Environment**

Submitted: February 7, 2011

Adopted: _____



Attest: _____

City Clerk

Approved _____

Mayor



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:

***02-10 Consent Calendar**

WHEREAS, the Department of Housing & Urban Development is authorized to extend financial assistance to municipalities in the form of grants and subcontracts; and

WHEREAS, this funding has been made possible through a grant under Lead Based Paint Hazard Control (LBPHC) Program; and

WHEREAS, funds under this grant will be used to provide intervention and preventive program to reduce lead hazards for low and very low-income children age 6 and under throughout the City and remediate lead from 210 units; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Department of Health and Central Grants & Community Development, submit an application to the Department of Housing & Urban Development in an amount not to exceed \$3,099,996 for the purpose of providing intervention and preventive program to reduce lead hazards for low and very low-income children age 6 and under throughout the City and to remediate lead form 210 units; Now, therefore be it

RESOLVED BY THE City Council:

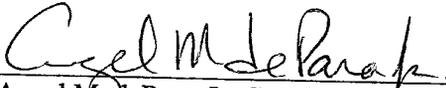
1. That it is cognizant of the City's grant application and contract to the Department of Health and Central Grants & Community Development to provide intervention and preventive program to reduce lead hazards for low and very low-income children age 6 and under throughout the City and to remediate lead from 210 units; and
2. That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with the Central Grants & Community Development for a Lead Based Paint Hazard Control (LBPHC) Program and to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.

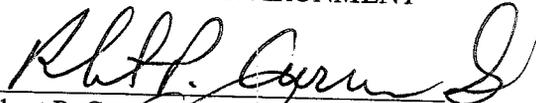


Report of Committee on ECD and Environment
*02-10 Consent Calendar

-2-

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


Angel M. dePara, Jr. Co-Chairman

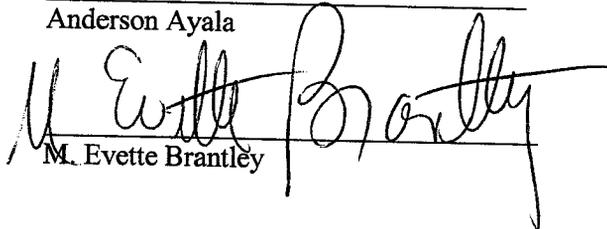

Robert P. Curwen, Sr. Co-Chairman

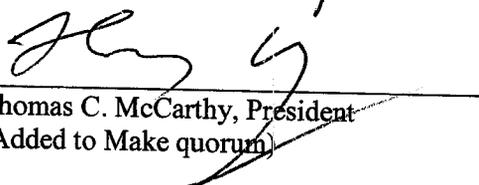
Lydia N. Martinez


Warren Blunt

Anderson Ayala


Michelle A. Lyons


M. Evette Brantley


Thomas C. McCarthy, President
(Added to Make quorum)

***05-10 Consent Calendar**

Grant Submission: re: State Department of Social Services for 2010-2012 Retired Volunteer Program Grant.

**Report
of
Committee
on
CEB & Environment**

Submitted: February 7, 2011

Adopted: _____

Shirley A. Korman

Attest: _____

City Clerk

Approved _____

Mayor



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:

***05-10 Consent Calendar**

WHEREAS, the State Department of Social Services is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through a grant for a Social Service Block Grant; and

WHEREAS, funds under this grant will be used to provide volunteer placement for area seniors to assist Bridgeport seniors;

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Central Grants and Community Development Department, submit an application to the State Department of Social Services in an amount not to exceed \$6,009 for the purpose of providing volunteer placement for area seniors to assist Bridgeport's seniors; Now, therefore be it

RESOLVED BY THE City Council:

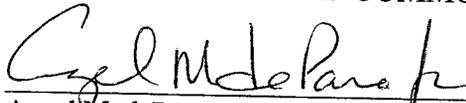
1. That it is cognizant of the City's grant application and contract to the State Department of Social Services to provide volunteer placement for area seniors to assist Bridgeport's seniors.
2. That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with the State Department of Social Services for a Social Service Block Grant and to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.

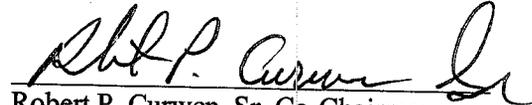


Report of Committee on ECD and Environment
***05-10 Consent Calendar**

-2-

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


Angel M. dePara, Jr. Co-Chairman


Robert P. Curwen, Sr. Co-Chairman

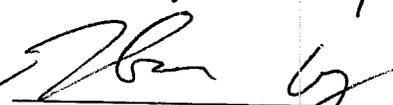
Lydia N. Martinez

Warren Blunt

Anderson Ayala


Michelle A. Lyons

M. Evette Brantley


Thomas C. McCarthy, President
(Added to Make quorum)

***16-10 Consent Calendar**

Grant Submission: re: State of Connecticut, Department of Public Health and The Connecticut Association of Directors of Health (CADH) for 2010-2011 Childhood Lead Poisoning Prevention and Control Contract.

**Report
of
Committee
on
ECB & Environment**

Submitted: February 7, 2011

Adopted: _____



Attest: _____

City Clerk

Approved _____

Mayor



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:

***16-10 Consent Calendar**

WHEREAS, the State Department of Public Health and the CT Association of Directors of Health are authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the Lead Poisoning Prevention and Control Program; and

WHEREAS, funds under this grant will be used solely for childhood lead poisoning testing, case management and intervention activities; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Department of Health and Social Services, submit an application to the State Department of Public Health and the CT Association of Directors of Health in an amount not to exceed \$90,296 for the purpose childhood lead poisoning testing, case management and intervention activities; Now, therefore be it

RESOLVED BY THE City Council:

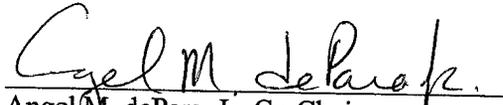
1. That it is cognizant of the City's grant application and contract to the State Department of Public Health and the CT Association of Directors of Health for funds for the purpose of childhood lead poisoning testing, case management and intervention activities; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the State Department of Public Health and the CT Association of Directors of Health for a Lead Poisoning Prevention and Control Program, to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



Report of Committee on ECD and Environment
***16-10 Consent Calendar**

-2-

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

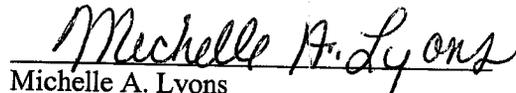

Angel M. dePara, Jr. Co-Chairman

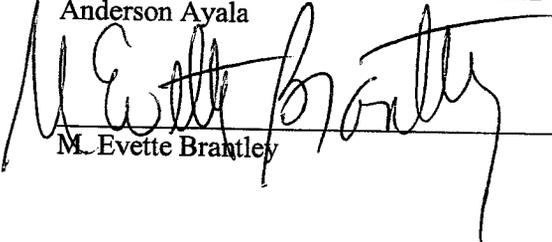

Robert P. Curwen, Sr. Co-Chairman

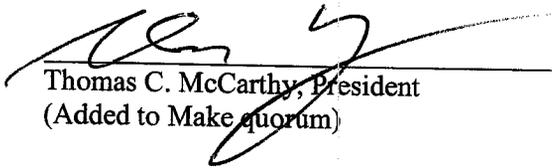
Lydia N. Martinez

Warren Blunt

Anderson Ayala


Michelle A. Lyons


M. Evette Brantley


Thomas C. McCarthy, President
(Added to Make quorum)

***18-10 Consent Calendar**

Grant Submission: re: U.S. EPA 2010 Greenscaper
Grant Program.

**Report
of
Committee
on
ECB & Environment**

Submitted: February 7, 2011

Adopted: _____

Attest: _____

[Handwritten Signature]

City Clerk

Approved _____

Mayor



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:

***18-10 Consent Calendar**

WHEREAS, U.S. Environmental Protection Agency is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this financial assistance has been made possible through the EPA Greenscaper Grant Program; and

WHEREAS, financial assistance under this grant will be used to hire an intern under the direction of the Sustainability Director, to assist with the BGreen 2020 Initiative. The intern would create opportunities for additional rain garden and LID project implementation; and

WHEREAS, assistance will be given to recent graduates that were trained through the EPA "greenscaper" training program, encouraging them to bid on city projects such as brownfields and park development projects. A complementary program would be developed to help the trained greenscapers obtain work with their new skills; and

WHEREAS, technical assistance will be provided to city agencies, residents, and small businesses focusing on demonstration and testing of rain garden design and installation/down spout disconnection; and,

WHEREAS, engage in outreach efforts to make the business community aware of new City planning policies and regulations including green incentives inspiring the demand signal for sustainable green infrastructure activities; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Central Grants Office, submit an application to the U.S. Environmental Protection Agency in an amount not to exceed \$10,000 for the purpose of implementing projects from the City's BGreen 2020 Sustainability Initiative within the City of Bridgeport; Now, therefore be it



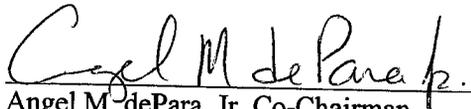
Report of Committee on ECD and Environment
***18-10 Consent Calendar**

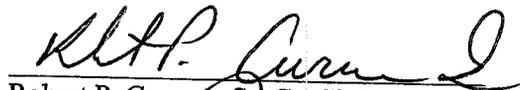
-2-

RESOLVED BY THE City Council:

1. That it is cognizant of the City's grant application and contract to the U.S. Environmental Protection Agency to provide financial assistance and help to hire a Greenscaper intern to assist with the implementation of sustainability projects.
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the U.S. Environmental Protection Agency for the Greenscaper Grant Program, to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.

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

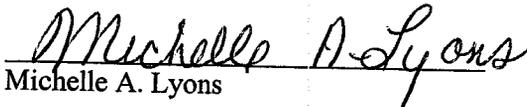

Angel M. dePara, Jr. Co-Chairman

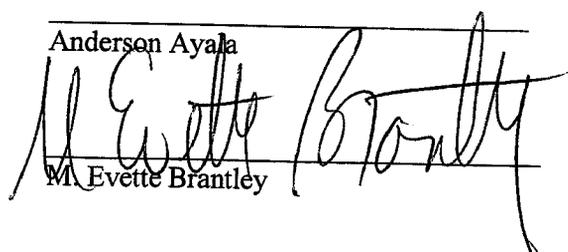

Robert P. Curwen, Sr. Co-Chairman

Lydia N. Martinez


Warren Blunt

Anderson Ayala


Michelle A. Lyons


M. Evette Brantley


Thomas C. McCarthy, President
(Added to Make quorum)

Council Date: February 7, 2011

***166-09 Consent Calendar**

State Lobbying Services Agreement.

**Report
of
Committee
on
Contracts**

Submitted: February 7, 2011

Adopted: _____



Attest: _____

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

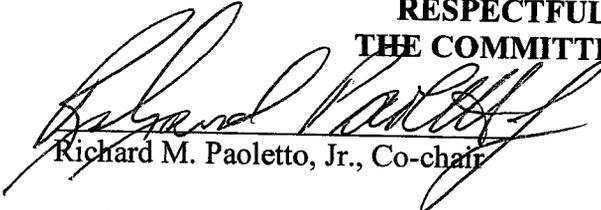
To the City Council of the City of Bridgeport:

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

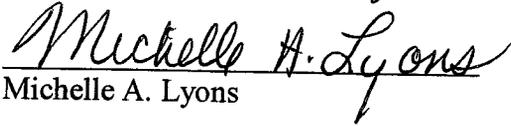
***166-09 Consent Calendar**

RESOLVED, That the attached Agreement for State Lobbying Services for the City of Bridgeport, be and it hereby is, in all respects, approved, ratified and confirmed.

**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON CONTRACTS**

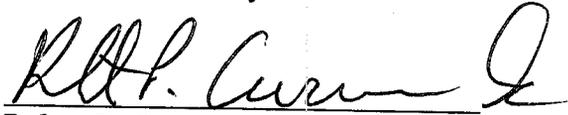

Richard M. Paoletto, Jr., Co-chair

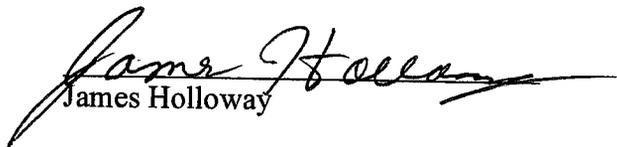
Carlos Silva, Co-chair

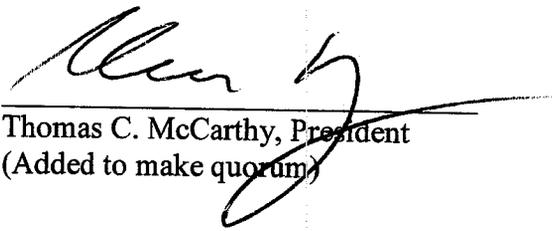

Michelle A. Lyons

Martin C. McCarthy

Howard Austin, Sr.


Robert P. Curwen, Sr.


James Holloway


Thomas C. McCarthy, President
(Added to make quorum)

AGREEMENT

By this Agreement entered into on the ___ day of December 2010 between _____ (hereinafter referred to as "Consultant") and the City of Bridgeport (hereinafter referred to as "CITY"), the Parties agree as follows:

Scope of Work

Consultant will provide the following:

1. Work with CITY officials to determine the needs of the CITY so that a list of priorities can be established. Review recent grant requests, funding status of projects and hold an in-depth discussion of potential funding opportunities. Develop a set of specific state legislative objectives for the 2010 State legislative session.
2. Provide consultation to the CITY on contacts in the State Government, especially at the Departments of Economic and Community Development (DECD), Department of Transportation (DOT), Department of Environmental Protection (DEP), and Office of Policy and Management (OPM), as well as with the Governor's Office and the various State Commissioners.
4. Advise the CITY on how to most effectively work with the Connecticut legislature and the staffs of the appropriate legislative committees to secure State appropriations and grants for projects of special interest to the CITY.
5. Assist in briefing the staffs of the legislative Appropriations Committees and Bond Commission on the merits of appropriations for any funding requests for the CITY.
6. Assist in preparing testimony, correspondence and written briefing materials for use by local officials in support of State requests and any other legislation of interest.
7. Work with officials of the CITY and (upon the City's direction) of non-profit agencies that apply for funds from the State government in order to have a coordinated listing of all requests and a managed plan to be successful in bringing additional funds to the CITY.
8. Provide any reasonable additional consultation to the CITY on an as-needed basis. The Consultant shall advise, counsel, and represent the CITY in pursuing and opposing legislative initiatives and grant applications and awards at the state level in Hartford, CT and regional offices. The Consultant shall assist the CITY in preparing its state legislative, executive, and administrative agendas and shall strategize with the CITY as requested. The Consultant shall identify topics and areas of need to state legislators serving the CITY, pertinent legislative leaders and committee chairs, and administrative officials. The Consultant shall meet regularly with the CITY Administration and the CITY's Legislative Delegation to plan, prepare, implement, and report on the CITY's legislative and grant and bonding priorities and agenda items.

The Consultant shall perform ministerial and discretionary functions, such as: prepare letters and verbal and written testimony; arrange and schedule appointments; monitor legislative, executive, and administrative activity; and communicate effectively with the CITY and its elected and appointed officials and their staff, as well as those interest groups identified by the CITY as sharing specific interests with the CITY, all in furtherance of the CITY's governmental agenda as determined by the CITY Administration.

Term of Contract

The term of the contract will be for the period commencing December, 2010 and ending on June 30, 2011.

The contract may be extended for an additional term commencing July 1, 2011 and ending on June 30, 2012 by the agreement of the Consultant and the CITY acting by and through its Mayor.

Cost of Services

The fee for the initial term will be _____ Dollars (\$ _____) total, billable on the last day of each month and payable in a reasonably timely manner in arrears in the following monthly installments _____.

The fee for the extension term will be negotiated by the Mayor and the Consultant, but will not exceed the amount to be budgeted for that purpose by the City Council, and will be billed on the last day of each month beginning on July 1, 2011.

In addition, there will be a charge for pre-approved direct expenses for travel, lodging, and meals during the initial term and the extension term.

Miscellaneous Provisions

- A. Confidentiality. The Consultant will keep confidential all strategies and policies. Policies will not be presented to anyone in the private sector, government officials or the news media without CITY'S approval.
- B. Conflicts. The Consultant will not pursue objectives of other clients that conflict with CITY objectives. Potential conflicts that arise will be immediately disclosed to CITY and proper conflict avoidance undertaken.
- C. Governing Law. This Agreement shall be governed by the laws of the State of Connecticut, both as to interpretation and performance.

CONSULTANT
By _____

Its Chief Exec. Officer, Duly Authorized

CITY OF BRIDGEPORT
By _____
Bill Finch
Its Mayor, Duly Authorized

***11-10 Consent Calendar**

Supplement No.1 to Lease Agreement No. DTFANE-06-L-00025 With United States of America, Federal Aviation Administration ATCT/AFS for space at Igor Sikorsky Memorial Airport.

**Report
of
Committee
on
Contracts**

Submitted: February 7, 2011

Adopted: _____

Attest: _____



City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

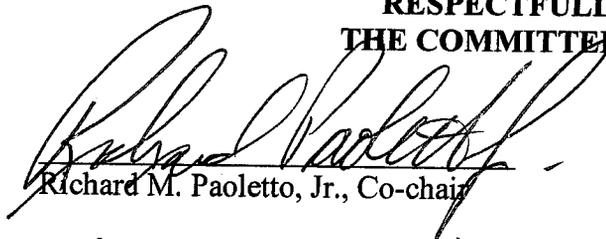
To the City Council of the City of Bridgeport.

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

***11-10 Consent Calendar**

RESOLVED, That the attached Supplement No.1 to Lease Agreement No. DTFANE-06-L-00025 with United States of America, Federal Aviation Administration for space at ATCT/AFS Igor Sikorsky Memorial Airport, be and it hereby is, in all respects, approved, ratified and confirmed.

**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON CONTRACTS**

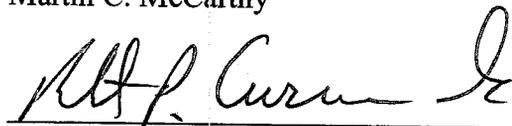

Richard M. Paoletto, Jr., Co-chair

Carlos Silva, Co-chair

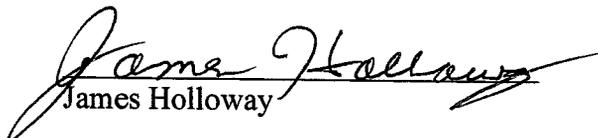

Michelle A. Lyons

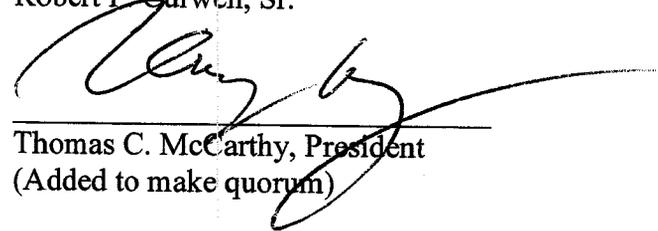
Martin C. McCarthy

Howard Austin, Sr.



Robert P. Gurwen, Sr.


James Holloway



Thomas C. McCarthy, President
(Added to make quorum)

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
NEW ENGLAND REGION
12 NEW ENGLAND EXECUTIVE PARK
BURLINGTON, MA 01803

SUPPLEMENT NO. 1 TO
LEASE NO. DTFANE-06-L-00025
ATCT/AFS - IGOR I. SIKORSKY AIRPORT, CT

SUPPLEMENTAL AGREEMENT, made and entered into this ___ day of _____ 2010, by and between **THE CITY OF BRIDGEPORT**, with mailing address of Sikorsky Memorial Airport, Main Terminal, 1000 Great Meadow Road, Stratford, CT, 06615, whose interest in the property described herein is that of **Owner**, and hereinafter called the **Lessor**, and **UNITED STATES OF AMERICA, FEDERAL AVIATION ADMINISTRATION**, hereinafter called the **Government**.

WITNESSETH

WHEREAS, Lease No. **DTFANE-06-L-00025** was entered into between the parties hereto and granted the Government the right to 3,279 square feet of space (outlined in Lease Exhibit -A), Located in the Air Traffic Control Tower Building at Sikorsky Memorial Airport, Stratford, CT, and

WHEREAS, the referenced Lease was executed by the Lessor and the Government on **December 8, 2005**, where the first term ran **October 1, 2005 to September 30, 2006**; and

WHEREAS, said Lease expired by limitation after five renewal options on **September 30, 2010**; and

WHEREAS, the Lessor and the Government agree to extend said lease and allow rent payments to continue, until the new lease can be negotiated;

NOW THEREFORE: the parties hereto do hereby agree as follows:

1. Lease No. **DTFANE-06-L-00025** is extended for a period of nine (9) Months **October 1, 2010, through June 30, 2011**, paid at the same rental rate paid at lease expiration of **\$4,339.00 per month (in arrears)**.
2. Once a new Lease Agreement is negotiated between the parties hereto, said lease will be executed and the Lessor will be reimbursed the difference between the old and new rental rates, **retroactive to October 1, 2010**.
3. All other terms and conditions of the Lease are hereby ratified, and except as amended herein, shall be and remain the same.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

City of Bridgeport
Sikorsky Memorial Airport
Main Terminal, 1000 Great Meadow Road,
Stratford, CT, 06615

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

BY: _____

BY: _____
Richard D. Gamache

TITLE: _____

TITLE: Contracting Officer

DATE: _____

DATE: _____

I, _____, certify that I am the _____ of
the _____ named in the
(Company, Corp, State, Municipality or other Public Authority)

foregoing agreement; that _____, who signed

Supplement No.1 to Lease No. DTFANE-06-L-00025 on behalf of _____,

was then _____ of said _____; that said

agreement was duly signed for and in behalf of said _____

by authority of its governing body and is within the scope of its powers.

Signature (Corporate Seal)

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
NEW ENGLAND REGION
12 NEW ENGLAND EXECUTIVE PARK
BURLINGTON, MASSACHUSETTS 01803

LEASE NO: DTFANE-06-L-00025
FACILITY: ATCT/AFS – IGORE I. SIKORSKY MEMORIAL AIRPORT,
LOCATION: STRATFORD, CT

LEASE BETWEEN
THE CITY OF BRIDGEPORT

AND

THE UNITED STATES OF AMERICA

THIS LEASE, made and entered into this 8th day of December in the year two thousand and Five, by and between **THE CITY OF BRIDGEPORT**, whose address is: Sikorsky Memorial Airport, Main Terminal, Great Meadow Road, Stratford, CT, 06497 for itself and its heirs, executors, administrators, successors, and assigns, hereinafter referred to as the **Lessor**, and the **UNITED STATES OF AMERICA**, hereinafter called the **Government**:

WITNESSETH: The parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:

1. The **Lessor** hereby leases to the **Government** the following described premises: Approximately 3,279 square feet of net usable office space located within the Air Traffic Control Tower Building, Igor I. Sikorsky Memorial Airport, Stratford, CT, as further described in Exhibit "A" attached hereto and made a part hereof.
2. **TO HAVE AND TO HOLD** the said premises with their appurtenances for the term beginning on October 1, 2005, and ending on September 30, 2010, subject to termination and renewal rights as may be herein set forth.
3. This Lease supercedes and replaces Lease No. DTFA12-01-L-40504 in it's entirety.
 - 4a. This Lease may, at the option of the Government, be renewed from year to year and otherwise upon the terms and conditions herein specified. The Government's option shall be deemed exercised and the Lease renewed each year for one (1) year unless the Government gives the Lessor 30 days written notice that it will not exercise its option before this Lease or any renewal thereof expires; provided that no renewal thereof shall extend the period of occupancy of the premises beyond the **Thirtieth Day of September 2010**, and provided further that adequate appropriations are available from year to year for the payment of rentals.
 - 4b. **Termination** -The government may terminate this Lease in whole or in part at any time, by giving at least thirty (30) days notice in writing to Lessor via certified mail; and no rental shall accrue after the effective termination date.

5. **CONSIDERATION**, -The Government shall pay the Lessor rent, via monthly rental payments (made in arrears), with out submission of invoices or vouchers and is subject to availability of adequate appropriations. Payment shall be considered paid on the day electronic funds are transferred. The Government shall pay the Lessor a flat/level (stabilized) annual rent for the 5-yr term of the Lease, in the amount of **Fifty Two Thousand, Sixty Eight dollars and 00 Cents (\$ 52,068.00)** per annum, payable at the rate of **Four Thousand, Three Hundred Thirty Nine Dollars and 00 Cents (\$ 4,339.00)** per month (in arrears). Rent shall be due on the first day of each successive month, beginning on the first month after the term commencement and shall be made via Electronic Funds Transfer (EFT) payable to:

Sikorsky Memorial Airport,
Main Terminal, Great Meadow Rd
Stratford, CT 06497

The rental payment stated in Article 5 herein, is based on an annual modified gross rental rate with flat level payments, which include all utilities plus tenant lights & plugs, but excludes janitorial services. The foregoing **stabilized* flat level rental rate eliminates the need for CPI or annual rent adjustments**. The derivation of stabilized flat rent is tabulated in **Exhibit -B** attached, which reflects an annual rent increase of 3% above the expiring Lease, and years one (1) through five (5) respectively. Then the sum of 5-years annual rent is divided by 60 monthly payments to derive a flat (average) monthly rent for the full lease term.

6. Lessor shall furnish to the Government, as part of the rental consideration, the following:

Services shall be Building Standard, unless level of service is prescribed elsewhere in the lease (10/96). Services supplied to technical equipment shall be supplied 24 hours a day, and seven days a week. The GOVERNMENT shall have access to the leased premises at all times, including the use of electrical services, toilets, lights, elevators, and GOVERNMENT office machines without additional payment.

HEAT: During seasonally cold months, temperatures will be maintained at 68°F during working hours and at not more than 55° during nonworking hours.

AIR CONDITIONING: Adequate air conditioning shall be provided seasonally on a 24-hour day, seven-day-week basis to maintain a temperature of not more than 80° dry bulb and not more than 67° wet bulb during the cooling cycle. The minimum amount of outside air introduced shall be equal to 40cfm per person based on the maximum number of personnel working in the areas.

WATER: Potable chilled water available through an electric water fountain adjacent or close to leased premises.

TOILET FACILITIES: shall be available and adequately supplied with toilet tissue, soap, towels, and hot and cold water, and maintained in a clean and sanitary condition.

ELECTRICITY: All electrical consumption.

PARKING: The Lessor shall provide 12 parking spaces adjacent to the leased premises for Government vehicles and privately owned vehicles of the Government's employees.

7. **Rent Free Space** – The FAA reserves the right to renegotiate the rental rate to reflect no-cost space if the Appropriation Language Section 349 (FAA FY 2001 Appropriations Act) is repealed during the term of the lease and the FAA rent-free guidance is re-implemented. In that event, the lessor would be required to provide rent-free space for the fiscal year that Section 349 was repealed (or that a rent-free provision was enacted) and the remaining years of the lease, and in subsequent leases. **It is agreed and understood that the FAA will provide a six month written notice to the Lessor before this lease can go into a rent-free status.**

8 **Alterations** - The Government shall have, without the approval of the Lessor, the right during the existence of this Lease to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased, which fixtures, additions, or structures shall be and remain the property of the Government, and may be removed by the Government prior to the expiration or termination of this lease.

The Government shall have the right to install and maintain radio antenna poles and antennas, remote receiver and transmitter facility housings, weather instruments, ceiling lights, underground cables and appurtenances on the airport property at such locations and in such a manner as to be mutually agreeable to the Government and the Lessor.

The Lessor may, upon not less than 30 days written notice to the Government, before termination of the lease, require restoration of the leased premises. In this event, prior to the expiration or termination of this, or prior to relinquishment of possession, whichever first occurs, the Government shall, at its sole option, either:

- (a.) Restore the premises to as good condition as that existing at the time of the Government's initial entry upon the premises under this leases or any preceding lease. Reasonable and ordinary wear and tear and damage by the elements or by circumstances over which the Government has no control excepted, or
- (b) Make an equitable adjustment in the lease amount for the cost of such restoration of the premises or the diminution of the value of the premises if unrestored, whichever is less. Should a mutually acceptable settlement be made hereunder, the parties shall enter into a supplemental agreement hereto effecting such agreement.

9. **Maintenance & Condition** -The Lessor shall maintain/repair the building/demised premises (including grounds, all small equipment, fixtures and appurtenances) to industry standard for commercial office space, in good repair and tenable condition. Lessor shall accomplish interior repainting, and redecorating not less than once every five (5) years of Government occupancy under this lease, or any renewal thereof. Also, floors will be carpeted with commercial grade carpeting to be replaced at least every eight (8) years of Government occupancy or at such time as 1) backing or underlayment is deteriorating/exposed or 2) there is noticeable variations in surface color/texture.

10. Lessor shall exterminate/control pests within the premises as required by the Government.
11. The Lessor shall provide sufficient security for the premises to prevent illegal or unauthorized entry and loitering.
12. **Holdover.** If, after expiration of the Lease, the Government shall retain possession of the premises, the Lease shall continue in force and effect on a day-to-day basis not to exceed ninety (90) days. Rent (if any) shall be paid monthly in arrears on a prorated basis at the rate paid during the Lease term.
13. **Inspection** - The Government reserves the right, at any time after the lease is signed and during the term of the lease, to inspect the leased premises and all other areas of the building to which access is necessary to ensure a safe and healthy work environment for the Government tenants and the Lessor's performance under this lease. The FAA shall have the right to perform sampling of suspected hazardous conditions.
14. **Damage by Fire or Other Casualty-** If the building is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the leased space is untenable as determined by the Government, the Government may terminate the lease, in whole or in part, immediately by giving written notice to the Lessor and no further rental will be due.
15. **Failure in Performance-** In the event the Lessor fails to perform any service, to provide any item, or meet any requirement of this lease, the Government may perform the service, provide the item, or meet the requirement either directly or through a contract. The Government may deduct any cost incurred for the service or item, including administrative costs, from the rental payments. No deduction of rent pursuant to this clause shall constitute a default by the Government on this lease.
16. The Manager, SMO –Boston, MA, telephone number (617) 561-5712, is hereby appointed as the Contracting Officer's Representative for this lease as written. In this capacity he/she will insure to the Government that all terms, conditions, and services as written shall be satisfactorily rendered by the Lessor. **However, such representative has no authority to revoke, alter, change, or waive any of the contract terms and conditions without written authority from the Contracting Officer.**
17. **Officials Not to Benefit** - No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

18. **Covenant Against Contingent Fees** - The Lessor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

19. **Anti-Kickback** - The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

20. **Contract Disputes (11/03)**: (a) All contract disputes arising under or related to this lease contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A Lessor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) All Contract Disputes shall be in writing and shall be filed at the following address:

Office of Dispute Resolution for Acquisition, AGC-70
Federal Aviation Administration
800 Independence Ave, S.W., Room 323
Washington, DC 20591
Telephone: (202) 267-3290
Facsimile: (202) 267-3720

(c) A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the lease contract involved. A contract dispute is considered to be filed on the date it is received by the ODRA.

21. **Assignment of Claims**- Pursuant to the Assignment of Claims Act, as amended, 31 USC 3727, 41 USC 15, the Lessor may assign his rights to be paid under this lease.

22. **Examination of Records**- The Comptroller General of the United States, the Administrator of the FAA or a duly authorized representative from either shall, until 3 yrs after final payment under this contract have access to and the right to examine any of the Contractor's directly pertinent books, documents, paper or other records involving transactions related to this contract

23. **No Waiver** - No failure by the FAA to insist upon strict performance of any provision of this lease, or failure to exercise any right, or remedy consequent to a breach thereof, shall constitute a waiver of any such breach in the future.

24. Default by Lessor - (1) Each of the following shall constitute a default by Lessor under this lease: (a) If the Lessor fails to perform the work required to deliver the leased premises ready for occupancy by the Government with such diligence as will ensure delivery of the leased premises within the time required by the lease agreement, or any extension of the specified time. (b) Failure to maintain, repair, operate or service the premises as and when specified in this lease, or failure to perform any other requirement of this lease as and when required provided such failure which shall remain uncured for a period of time as specified by the Contracting Officer, following Lessor's receipt of notice thereof from the Contracting Officer. (c) Repeated failure by the Lessor to comply with one or more requirements of this lease shall constitute a default notwithstanding that one or all failures shall have been timely cured pursuant to this clause. (2) If a default occurs, the Government may, by written notice to the Lessor, terminate the lease in whole or in part.

25. Compliance with Applicable Laws - The Lessor shall comply with all federal, state and local laws applicable to the Lessor as owner or lessor, or both of building or premises including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense.

26. Subordination, Nondisturbance and Attornment. The Government agrees, in consideration of the warranties herein expressed, that this lease is subject and subordinate to any and all recorded deeds of trust, mortgages, and other security instruments now or hereafter imposed upon the premises, so long as such subordination shall not interfere with any right of the Government under this lease. It is mutually agreed that this subordination shall be self operative and that no further instrument shall be required to effect said subordination.

In the event of any sale of the premises, or any portion thereof, or any such transfer of ownership, by foreclosure of the lien of any such security instrument, or deed provided in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, successor, assigns or transferee. The succeeding owner will be deemed to have assumed all rights and obligations of the lessor under this lease, establishing direct privity of estate and contract between the Government and said purchasers/transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided that such transferees shall promptly provide, following such sale or transfer, appropriate documentation deemed necessary by the Contracting Officer, and shall promptly execute any instrument, or other writings, as shall be deemed necessary to document the change in ownership.

27. Lessor's Successors - The terms and provisions of this lease and the conditions herein bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

28. SUBLEASE - The GOVERNMENT reserves the right to sublease the space covered under this lease to another agency or private party. In subleasing this space to another party the GOVERNMENT is not relieved from its responsibilities under the terms of this lease, unless otherwise agreed upon with the Lessor.

29. Equal Opportunity - The Lessor shall have on file affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2).

30 **Affirmative Action for Special Disabled and Vietnam Era Veterans** -The Lessor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

31 **Affirmative Action For Disabled Workers** - The Lessor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 USC 793) (the Act), as amended. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

32. **Integrated Agreement** - This Lease, upon execution, contains the entire agreement of the parties, and no prior written or oral agreement, expressed or implied shall be admissible to contradict the provisions of this lease.

33. This lease incorporates the following clauses, which are hereby attached and made a part hereof:

- a. General Bldg Requirements Exhibit - A-1
- b. Warranty of Space - Exhibit - A-1
- c. Fire & Safety Requirements - Exhibit - A-1
- d. OSHA Requirements - Exhibit - A-1
- e. Radon - Exhibit - A-1
- f. Indoor Air Quality - Exhibit - A-1
- g. Prompt Payment Exhibit - D

34. SECURITY REQUIREMENTS

Facility Security

Security requirements for Government occupied space must meet minimum-security accreditation standards for the type of facility covered under by this lease. The FAA Facility Security Management Program defines facility security accreditation standard levels. The security requirements identified below are tailored specifically for the type of facility covered by this solicitation. The Lessor shall provide of make accommodation to provide for all the security requirements listed herein for the leased premises covered by this lease agreement:

A final security assessment of the building shall be conducted to determine any additional security upgrades required to meet accreditation. The Lessor shall provide maintenance services to the security upgrades installed within the leased premises and covered under this lease.

Personnel Security

Suitability Requirements for Individual(s) Employed or Hired by the Lessor

- (a) The Lessor shall provide a level of security, which reasonably deters unauthorized access, loitering, or disruptive acts to the premises leased by the government at all times.
- (b) When the Lessor provides services under the terms of this Lease, (e.g., janitorial, construction, maintenance, property management, or alterations/repair services), the Government may conduct background investigations of individuals(s) employed or to be hired by the Lessor to perform such services.

Individual(s) will not be permitted unescorted access to provide services in or upon Leased premises until the FAA Servicing Security Element (SSE) has received the documentation outlined in subparagraph (d), (i), (ii), and (iii), below and has provided written authorization for the individual(s) to begin work.

- (c) No later than ten (10) calendar days after the effective date of this Lease, (or the effective date of Supplemental Lease Agreement [SLA] or modification if this provision is included by SLA or modification to an existing lease), the Lessor shall submit the following documentation for all individual(s) employed or hired by the Lessor for whom unescorted access to the premises is required. Such documentation shall be submitted to the Government representative as designated by the Real Estate Contracting Officer (RECO), or designee, for an access suitability determination.

- A completed FBI Fingerprint Card, FD-258 (single sheet). The Government will provide information pertaining to the location of fingerprint facilities. Each fingerprint card shall be printed in black ink or typewritten with all questions completed and is to be signed and dated by the applicant. The Lessor will be responsible for all expenses associated with fingerprinting.

(Fingerprints may be obtained at the FAA Security and Investigations Division. Contact Lynne Flynn, 781-238-7701 to arrange for fingerprinting, or you may obtain the prints at your local police department. Some police departments charge a small fee.)

- A completed Identification Card/Credential Application, DOT Form 1681, with appropriate pictures of applicant, and,

- A Questionnaire for Public Trust Positions, Standard Form 85P, shall be completed and signed by the applicant in accordance with applicable instructions.

- (d) The Government shall notify the Lessor when individual(s) employed or hired by the Lessor have been approved for unescorted access to the Leased premises.
- (e) The Lessor and all individuals employed or hired by the Lessor shall display a Government issued identification badge when visiting or providing services in or upon the Leased premises and shall abide by all facility security measures as required by the Government.
- (f) The Lessor shall submit the documentation required in subparagraph (d), (i), (ii) and (iii) of this clause for any new individual(s) employed or hired by the Lessor to perform services under this Lease. Such information shall be submitted to the Government within ten (10) calendar days of employment and/or hiring by the Lessor.
- (g) The Lessor will immediately remove from the Leased premises any individual(s) employed or hired by the Lessor to perform services under this Lease when the government has determined such individuals to be unsuitable for continued access to the Leased premises.
- (h) Exemptions from Suitability Requirements:

Certain positions may be determined by the Government to be exempt from background investigative requirements. However, individual(s) employed or hired for such positions shall be escorted at all times while in or upon the Leased premises by FAA personnel located on-site or by an individual(s) employed or hired by the Lessor, who has been properly investigated, favorably adjudicated, and authorized to provide escort services.

When the Government determines any position(s) to be exempt from investigative requirements, individuals employed in such positions are not required to complete the documentation as specified in subparagraph (d), (i), (ii), and (iii) of this Clause.

Reporting Requirements

- (a) The Lessor shall submit an initial report (to coincide with the effective date of this Lease) and subsequent quarterly reports (throughout the term of this Lease), providing the following information to (RECO, or designee, to fill in as appropriate), on or before the fifth day following each reporting period: A complete listing by full name, in alphabetical order, with the date of birth, place of birth (city, state, country), and position title of all individuals employed or hired by the lessor who will have or may require access to the Leased premises during the reporting period.
- (b) The Lessor shall notify the Government within one (1) day upon termination of any individual(s) employed or hired by the Lessor to perform services under this Lease.

Foreign Nationals Employed or Hired by the Lessor

- (a) Each individual(s) employed or hired by the lessor to perform services under this Lease is to be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by alien Registration Receipt Card Form I-151, or who presents other evidence from the United States Immigration and Naturalization Service that employment will not affect his/her immigration status.
- (b) Aliens and foreign nationals employed or hired by the lessor to perform services under this Lease must have resided within the United States for three (3) years of the last five (5) yrs unless a waiver of requirement has been granted by the SSE w/FAA regulations

Government-Issued Keys, Identification Badges, Access Control Cards and Vehicle Decals

- (a) It may become necessary for the Government to issue keys, identification (ID) cards, vehicle decals and/or access control cards to the Lessor or to individual(s) employed or hired by the lessor to perform services. Immediately upon completion or termination of the Lease, the Lessor shall return all such Government-issued items to the issuing office with notification to the RECO, or designee. When individuals who have been issued such items are terminated or are no longer required to perform work, the Government issued items shall be returned to the Government within three (3) workdays. Improper use, possession or alteration of FAA issued keys, ID cards, access control cards is a violation of security procedures and is prohibited.
- (b) In the event such keys, ID cards, vehicle decals or access control cards are not returned, the Lessor understands and agrees that the Government may, in addition to any other withholding provision of the Lease, withhold fees to cover the cost of replacement for each key, ID card, vehicle decal and access control card not returned. If the keys, ID cards, are not returned within 30 days from the date the withholding action was initiated, the Lessor will forfeit any amount so withheld.

- (c) Access to aircraft ramp/hangar areas is authorized only to those individuals displaying a flight line identification card and for vehicles, a current ramp permit issued in accordance with Federal Aviation Regulations.
- (d) The Government retains the right to inspect, inventory, or audit ID cards, keys, vehicle decal, and access control cards issued to the Lessor or individual(s) employed or hired by the lessor to perform services in connection with the Lease at the convenience of the Government. Any items not accounted for to the satisfaction of the Government shall be assumed to be lost and the provisions of subparagraph (b) above shall apply.
- (e) Keys and access control cards shall be obtained from the RECO, designee, who will require the Lessor or individual(s) employed or hired by the Lessor to perform services, to sign a receipt for each key obtained. Lost keys, ID cards, vehicle decals, and access control cards shall immediately be reported concurrently to the RECO. Lost FAA issued ID cards shall be reported to the SSE, Lynne Flynn, 781-238-7701.
- (f) Each individual(s) employed or hired by the Lessor, during all times of on-site performance at the Government-leased facility, shall prominently display his/her current and valid identification card on front portions of his/her body between the neck and waist.
- (g) Individual(s) employed or hired by the Lessor to perform services under this Lease shall submit complete documentation required under 1, Suitability Requirements for Individual(s) Employed or Hired by the Lessor, above, and be authorized by the SSE to begin work prior to obtaining any ID media or vehicle decals.

36. Electronic Funds Transfer (EFT) Payment- Payments made by the Government under this contract will be by electronic funds transfer (EFT). At the option of the Government payments may be made by check or other means. When payment is made by EFT, the Government may, at its option, also forward the associated payment information by electronic transfer. EFT refers to funds transfer and information transfer.

The Government is not required to make any payment under this contract until after receipt, by the Contracting Officer of the correct EFT payment information. However, in the event the Lessor certifies in writing to the Contracting Officer that the Lessor does not have an account with a financial institution or an authorized payment agent, payment may be made by other than EFT.

Prior to the first payment under this contract, the Lessor shall provide the information required to make contract payment by EFT, directly to the Government payment office named in this contract. A single bank or financial agent must be designated, capable of receiving and processing the electronic funds transfer using the method below. In the event that the EFT information changes, the Lessor shall be responsible for providing the changed information to the designated payment office. The Lessor shall pay all fees and charges for receipt and processing of EFTs.

The Government will make payments by EFT through an Automated Clearing House (ACH) however, the Federal Reserve Wire Transfer System may be used at the Government's option. The attached form "Lessor/Miscellaneous Payment Information Form" must have the sections "Payee/Company Information" and "Financial Institution Information" completed prior to award. The Lessor agrees the Lessor's bank or financial agent may notify the Government of a change to the routing transit number, Lessor account number, or account type. (See Attached Form, "Lessor/Miscellaneous Payment Information Form".)

38. All notices sent to the parties under this Lease shall be addressed as written below. Written notice will be submitted to the other party when a change in that shown occurs:

TO THE LESSOR:

**City of Bridgeport
Sikorsky Memorial Airport
Main Terminal, Great Meadow Road,
Stratford, CT, 06615**

TO THE GOVERNMENT:

**Federal Aviation Administration
Attn: Realty Contracting Office
12 New England Executive Park
Burlington, Ma 01803**

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date above written:

SIKORSKY MEMORIAL AIRPORT

UNITED STATES OF AMERICA

BY: *John M. Fabrizi*

BY: *Richard E. Somach*

TITLE: Mayor

TITLE: Realty Contracting Officer

DATE: 11-9-05

DATE: 12-8-05

I, Ann L. Murray, certify that I am the assistant city clerk of the
City of Bridgeport, Connecticut
(State, County, Municipality or other Authority)

Named in the foregoing agreement; that John M. Fabrizi who signed
Lease No. DTFANE-06-L-00025 on behalf of City of Bridgeport, Connecticut was then
Mayor of said City that said agreement was
duly signed for in behalf of said Airport by authority of its
governing body and is within the scope of its powers.

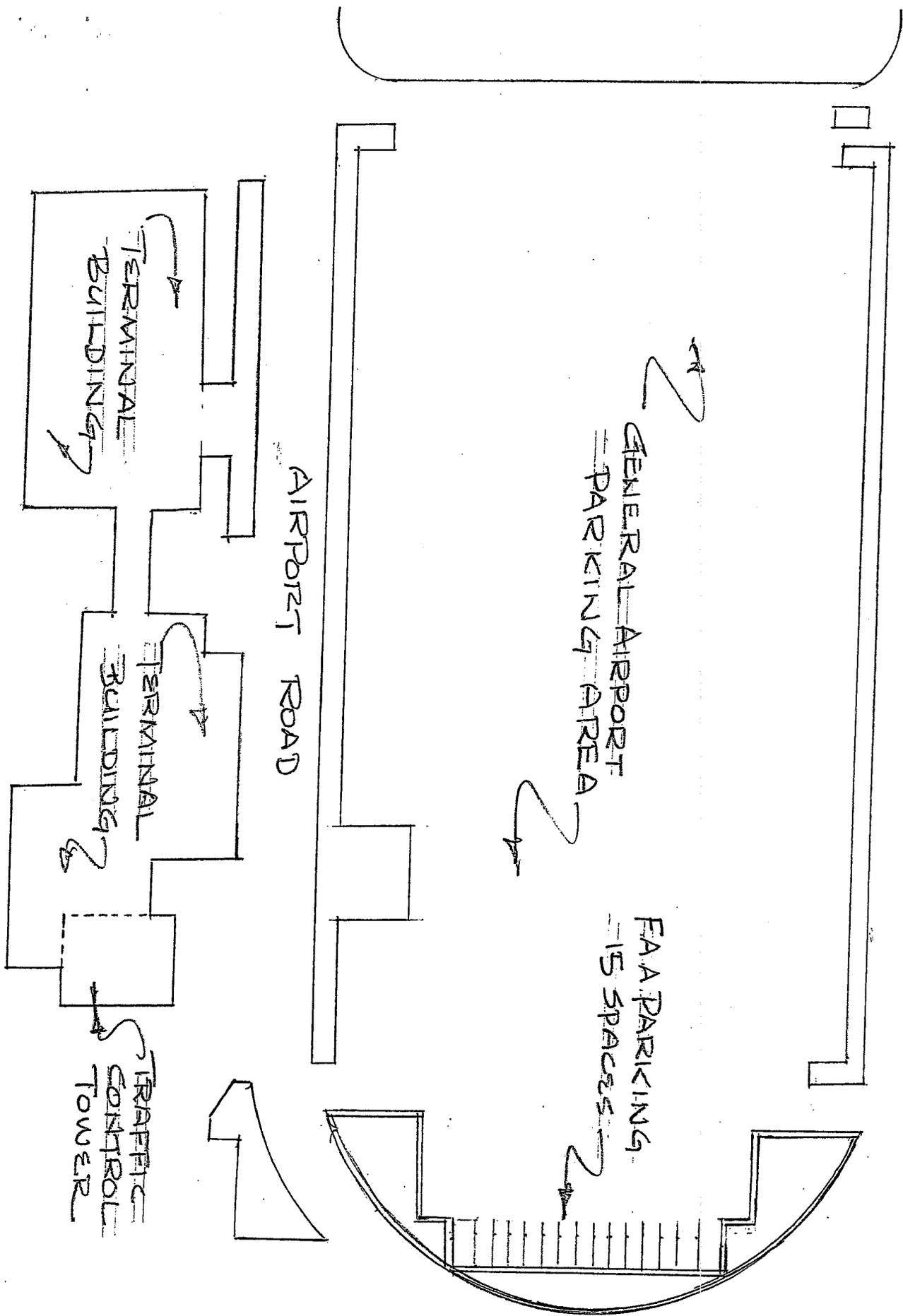
Ann L. Murray
(Signature) (Corporate Seal)

EXHIBIT A

| ROOM | SPACE DESIGNATION | SQUARE FEET |
|-------|--|-------------|
| 102 | STORAGE ROOM | 181 |
| 105 | TELCO | 183 |
| 201 | TRAINING ROOM | 352 |
| 204 | OPERATIONS CHIEF AND SECRETARY | 295 |
| 205 | OPERATIONS STORAGE | 69 |
| 301 | RADIO EQUIPMENT AND MAINTENANCE | 725 |
| 304 | MAINTENANCE STORAGE | 43 |
| 401-A | RECORDER | 220 |
| 501 | TOWER CAB | 370 |
| | STAIRWELLS, LAVATORY FACILITIES, SWAB CLOSETS | <u>841</u> |
| | TOTAL----- | 3,279 |

SCHEDULE OF SPACE

EXHIBIT - A



SECTION A - GENERAL BUILDING REQUIREMENTS AND SPECIFICATIONS

A1-Parking

At no additional cost to the FAA, the Lessor shall provide reserved off-street parking spaces located. The Lessor shall maintain the parking areas in good repair and provide snow and ice removal. (10/06)

A2-Painting

Prior to occupancy all surfaces must be newly painted in colors acceptable to the FAA. All surfaces must be repainted after working hours at lessor's expense at least every five years. This includes moving and return of the furniture. (10/96)

A3-HVAC

Heating, ventilation and air-conditioning systems are required which maintain a temperature range of 68-72 degrees Fahrenheit year-round. These temperatures must be maintained throughout the leased premises and service areas regardless of outside temperatures during hours of operation.

A4-Lighting

Modern, diffused, energy efficient (T-8 or better) fluorescent fixtures shall be provided maintaining a uniform lighting level of 50 foot candles at working surfaces. Emergency lighting must provide at least 0.5 foot candles of illumination throughout the exit path, including exit access routes, exit stairways, or other routes such as passageways to the outside of the building. (10/96)

A5-Ceilings

Must have acoustical treatment with a flamespread of 25 or less and smoke development rating of 50 or less. (10/96)

A6-Floor Load

Office area shall have a minimum live load capacity of 75 pounds per square foot unless specified otherwise. (10/96)

A7-Restrooms and Drinking Fountains

Separate toilet facilities for men and women shall be provided on each floor where the FAA leases space. Water closets and urinals shall not be visible when the exterior door is open. Each toilet room shall contain toilet paper dispensers, soap dispensers, paper towel dispensers, waste receptacles, a coin operated sanitary napkin dispenser with receptacle for each women's toilet, disposable toilet seat cover dispensers, a convenience outlet, and hot and cold water. (The FAA will advise if additional facilities are required.) The lessor shall provide a minimum of one chilled drinking fountain on each floor where the FAA leases space. (10/96)

A8-Window and Floor Covering

All exterior windows shall be equipped with draperies. Floors will be carpeted with a commercial grade of carpet acceptable to the FAA. Existing floor and window covering may be accepted at the discretion of the contracting officer however, prior to occupancy all carpeting and draperies shall be cleaned.

At no additional cost to the FAA, the Lessor shall replace carpeting at least every 8 years during FAA occupancy or any time during the lease when:

- Backing or underlayment is exposed
- There are noticeable variations in surface color or texture

Replacement includes moving and return of furniture. (10/96)

A9-Doors

Exterior doors shall be weather tight, equipped with cylinder locks and door checks, automatic door closures and open outward. The FAA will be furnished at least two master keys and two keys for each lock. Interior doors must be solid cord and least 30 by 80 inches with a minimum opening of 32 inches and of sturdy construction. Fire doors shall conform with NFPA Standard No. 80. As designated by the FAA, doors shall be equipped with non-removable hinge pins, and "Best" locks with 7-pin removable cores. The FAA shall provide cores.

Fire and Safety Requirements

The building shall, as required by Code, be equipped with automatic sprinklers which conform to NFPA No. 13, be maintained in accordance with NFPA No. 13A, have electrically supervised control valves (NFPA No. 13), and have water-flow alarm switches connected to automatically notify the local fire department (NFPA No. 72) or central station (NFPA No. 71). The notification of the fire department or central station shall be accomplished through the building fire alarm system. Regardless of code requirements when the leased space (including garage areas under lease by the FAA) is on the 6th floor and above, or below grade, sprinklers are required.

A manual fire alarm system shall be provided, maintained, and tested by the lessor in accordance with NFPA Standard No. 71 and 72 in buildings which are 3 or more stories in height or contain more than 50,000 square feet gross floor area. The fire alarm system wiring and equipment must be electrically supervised and automatically notify the local fire department and conform with NFPA Standards No. 70 and 72. Engineered smoke control systems, if present, shall be maintained in accordance with the manufacturer's recommendations.

Portable fire extinguishers shall be provided, inspected, and maintained by the lessor in accordance with NFPA Standard No.10.

OSHA Requirements:

The lessor shall provide space, services, equipment, and conditions that comply with Occupational Safety and Health Administration (OSHA) safety and Health standards (29 CFR 1910 and 1926).

Radon

Radon levels in space leased to the FAA shall not equal or exceed the EPA action level for homes of 4 picocuries per liter (PCI/L). If radon levels are found to be at or above 4 PCI/L, the lessor shall develop and promptly implement a plan of corrective action.

Indoor Air Quality:

The lessor shall control contaminants at the source and/or operate the space in such a manner that the indicator levels for carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde (HCHO), are not exceeded. The indicator levels for office area are as follows: CO-9 parts per million (PPM) time weighted average (TWA 8-hour sample); CO₂-1,000 PPM (TWA); HCHO 0.1 PPM (TWA).

The lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement controls including alteration of building operating procedures (e.g., adjusting air intakes, adjusting air distribution, cleaning and maintaining HVAC, etc.). The FAA is responsible for addressing IAQ problems resulting from its own activities.

Warranty Of Space.

(a) Notwithstanding inspection and acceptance by the FAA or any provision concerning the conclusiveness thereof, the Lessor warrants that all space leased to the FAA under this contract, spaces above suspended ceilings in the leased space, air plenums elsewhere in the building which service the leased space, engineering spaces in the same ventilation zone as the leased space, public spaces and common use space (e.g., lobbies, hallways) will, at the time of acceptance and during the term of the lease contract, comply with the asbestos containing material (ACM) and polychlorinated biphenyl (PCB) requirements of the Toxic Substance Control Act. The Contracting Officer shall notify the Lessor in writing, within 30 days after the discovery, of any failure to comply with the asbestos requirement.

(b) If either ACMs or PCBs are found to be in the leased space the FAA reserves the right to require the Lessor, at no cost to the FAA, to take whatever corrective action as might be required by the Toxic Substance Control Act.

(c) If the Lessor fails, after receipt of notice, to make correction within the specified period of time, the FAA shall have the right to make correction and charge to the Lessor the costs occasioned to the FAA or terminate the lease agreement at no cost to the FAA.

(d) The rights and remedies of the FAA in this clause are in addition to any other rights and remedies provided by the law and under this contract.

(e) Definitions.

(1) "Acceptance", as used in this clause means the act of an authorized representative of the FAA by which the FAA assumes for itself, or as an agent of another, the leased premises as ready for occupancy or approves a portion of the premises for occupancy in accordance with the provisions of this lease contract.

(2) "Correction", as used in this clause, means (i) the removal, encapsulation or enclosure of any friable asbestos materials found in the space leased to the FAA, spaces above suspended ceilings in the leased space, air plenums elsewhere in the building which service the leased space, public spaces, engineering spaces in the same ventilation zone as the leased space and common use space (e.g., lobbies, hallways). Following such abatement actions, the Lessor shall adhere to the FAA's required post-asbestos-abatement air monitoring program. (ii) With regard to non-friable asbestos materials in good condition, it means the establishment and execution of a special operations and maintenance program and an abatement plan, approved by the FAA, to be implemented from the time the materials are discovered through the remainder of the lease term, and (iii) with regard to PCBs, it involves the removal or retrofitting, in accordance with EPA regulations, of any PCB equipment present in the building. (10/96)

SECURITY CHECKS FOR CONTRACTORS IN LEASED SPACE

In accordance with FAA security order 1600.69, Facility Security Management Program, the Lessor shall provide a level of security which reasonably deters unauthorized entry to the leased premises during non-duty hours, and deters loitering or disruptive acts in and around said leased premises during duty hours.

In addition, consistent with Appendices 9 and 10 of FAA order 1600.1D, Personnel Security Program, personnel information shall be submitted to the Government for each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors who perform work on the leased premises under the following situations:

- a. If the cumulative work activities for any employee (i.e. janitorial, construction contractors, etc.) is expected to exceed 180 calendar days during a 1-year period, the lessor shall forward to the Government:
 1. a quarterly report listing by full name in alphabetical order with the date of birth and social security number of all contractor personnel who had access to FAA facilities, resources and sensitive information anytime during the report period.
 2. completed fingerprint cards (FD-258). Fingerprinting facilities are available through the FAA Security Servicing Element. All fingerprint cards shall be printed in black ink or typewritten with all answerable question blocks completed, and shall be signed and dated.
 3. completed Questionnaire for Public Trust Position (SF-85P). The SF-85P shall be completed (all questions answered) in accordance with the instruction sheet.
 4. completed identification card application (DOT F1681) with appropriate pictures.
- b. If the cumulative work activities for construction-type work with a cumulative duration of less than 180 calendar days over a 1-year period, the Government shall be provided only the completed employee fact sheet detailing the personnel security information listed above. If local facility security measures require employees to display Government -issued picture identification badges, then the Lessor shall furnish to the Government completed identification card application (DOT F1681) with appropriate pictures.

EXHIBIT - C-1

SECURITY CHECKS FOR CONTRACTORS IN LEASED SPACE

The Lessor is required to provide to the Government the required personnel information for existing employees within 10 calendar days after acceptance of this clause. Upon receipt of the information from the Lessor, the Government will conduct personnel security checks of those contractor employees outlined in paragraph a. The Government shall advise the Lessor, in writing, if a contractor employee is found unsuitable for access to FAA leased premises. Upon receipt of the written determination, the "unsuitable" employee will be immediately removed from the Government leased premises.

Further the Lessor will provide the FAA the required personnel security information for any new contractor employee hired after the date of acceptance of this clause within 10-calendar days.

EXHIBIT - C-2

PROMPT PAYMENT

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made.

(a) Payment due date.

(1) Rental payments. Rent shall be paid monthly/per annum in arrears and will be due on the first workday of the month following each payment period.

(i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial rental payment under this lease shall become due on the first workday of the month following the period in which the commencement of the rent is effective.

(ii) When the date for commencement of rent falls after the 15th day of the month, the initial rental payment under this lease shall become due on the first workday of the second month following the period in which the commencement of the rent is effective.

(2) Other payments. The due date for making payments other than rent shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Lessor.

(ii) The 30th day after Government acceptance of the work or service.

(b) Invoice and inspection requirements for payments other than rent.

(1) The Lessor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:

(i) Name and address of the Lessor

(ii) Invoice date

(iii) Lease Number

(iv) Government's order number and authorization

(v) Description, price, and quantity of work or service delivered.

(2) The Government will inspect and determine the acceptability of the work performed or services delivered within 7 calendar days after the receipt of a proper invoice or notification of completion of the work or services unless a different

EXHIBIT - D-1

PROMPT PAYMENT

period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the 7 day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the lease, the 7 days will be counted beginning with receipt of a new invoice or notification. In either case, the Lessor is not entitled to any payment or interest unless and until actual acceptance by the Government occurs.

(c) Interest penalty.

- (1) An interest penalty shall be paid automatically by the Government, without request from the Lessor, if payment is not made within 15 days after the due date.
- (2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the payment date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1, and July 1. The interest penalty shall accrue daily on the payment approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.
- (3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the Disputes clause or for more than 1 year. Interest penalties of less than \$1.00 need not be paid.
- (4) Interest penalties are not required on payment delays due to disagreement between the Government and Lessor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the lease. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the Disputes clause.

EXHIBIT - D-2

***21-10 Consent Calendar
Ref# 13-09 & 13-09(S)**

Reaffirmation and appointment of members to the
2010-2012 Citizen's Union.

**Report
of
Committee
on**

Miscellaneous Matters

Submitted: February 7, 2011

Adopted: _____

Attest: _____



City Clerk

Approved _____

Mayor



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:

* 21-10 Ref# 13-09 & 13-09 (S) Consent Calendar

Whereas, the Municipal Code of Ordinances Chapter 2.108 establishes and sets forth the By-laws for a Bridgeport Citizen's Union; and

Whereas, the purpose of the Citizen's Union is to provide the citizens of Bridgeport with an organized structure to serve as a vehicle for allowing them the opportunity to participate in the planning and development of the Consolidated Plan for Housing and Community Development Action Plans which implement the goals and objectives articulated in the Consolidated Plan; and

Whereas, at total of twenty seven (27) members comprise the Citizen's Union; and

Whereas, in accordance with Chapter 2.108.030(A) one (1) representative shall be appointed by each of the twenty (20) Bridgeport City Council members for a total of twenty (20) council appointed members; and

Whereas, in accordance with Chapter 2.108.030(C) one (1) representative shall represent each of the seven (7) Community Development Block Grant (CDBG) targeted neighborhood/impacted areas and vacancies of these seven (7) members will be filled by the Citizen's Union; and

Whereas, in accordance with Chapter 2.108.030(A), the proposed slate of new members is subject to City Council approval; Now, therefore be it.,

Resolved, That the Bridgeport City Council hereby approves the attached 2010-2012 Bridgeport Citizen's Union Committee membership list as nominated by members of the City Council.

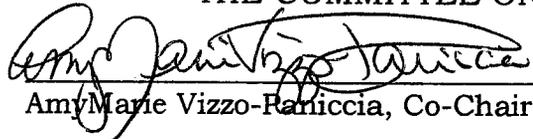
Amendment from floor on February 7, 2011: That the 2010-2012 Citizen's Union Committee membership list is amended to appoint Gotrell McLellan of 425 Savoy Street, Bpt, CT 06606 (203) 260-0209(cell), (203) 371-7202 (Home) to represent the 13rd District. Replacement for Andrea Gendron who resigned.

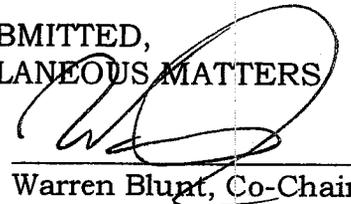


Report of Committee on Miscellaneous Matters
* 21-10 Ref# 13-09 & 13-09 (S) Consent Calendar

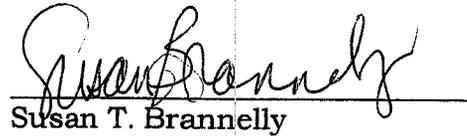
-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON MISCELLANEOUS MATTERS


Amy Marie Vizzo-Faniccia, Co-Chair

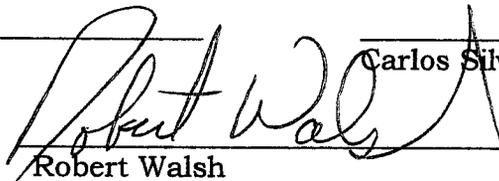

Warren Blunt, Co-Chair


Denese Taylor-Moye


Susan T. Brannelly

Manuel Ayala

Carlos Silva


Robert Walsh

2010 – 2012 Citizen's Union Recommendations

Presented to City Council Miscellaneous Matters Committee 1/25/10

| District/Council Member | Nomination |
|--|--|
| 130 th – Susan T. Brannelly | John Marshall Lee 30 Beacon Street Bridgeport, CT 06605 203-259-9642 W (day) |
| 130 th – Martin C. McCarthy | Eileen Walsh 2872 Fairfield Avenue Bridgeport, CT 06605 203-814-6856 |
| 131 st – Anderson Ayala | Milagrosa Seguinot 140 Yale Street, Unit 11 Bridgeport, CT 06605 203-371-4365 |
| 131 st – Denese Taylor-Moye | Jack Banta 20 Cole Street Bridgeport, CT 06604 203-829-7721 |
| 132 nd – Robert S. Walsh | Bernice Smith 1084 Iranistan Avenue Bridgeport Ct 06604 H: 203-334-6794 |
| 132 nd – M. Evette Brantley | Gina Simpson 439 Norman Street Bridgeport, CT 06605 H: 203-579-2468 |
| 133 rd – Howard Austin, Sr. | Andrea Hogan-Gendron, RN 315 Jackson Avenue Bridgeport, CT 06606 H: 203-333-2750 C: 203-414-4467 |

133rd – Howard Austin, Sr.

Amendment from floor on
2/7/2011: Replacement for
Andrea Hogan-Gendron who
Resigned.

Gotrell McLellan
425 Savoy Street
Bridgeport, CT 06606
H: (203) 371-7202
C: (203) 260-0209

| | |
|---|---|
| 133 rd – Thomas C. McCarthy | Jeanette Herron Board of Education 2649 Main Street Bridgeport, CT 06606 H: 203-345-4307 C:203-209-2788 Email: Jinone@aol.com |
| 134 th – Michelle A Lyons | Gladys Walker-Jones Board of Education 44 Oxford Street Bridgeport, CT 06606 Tel: 576-7194 Email: gjones@bridgeportedu.net |
| 134 th AmyMarie Vizzo-Paniccia | |
| 135 th – Richard Bonney | |
| 135 th – Warren Blunt | Rick Cruz 117 Chamberlain Place Bridgeport, CT 06606 H: 203-371-6493 C: 203-526-2807 |
| 136 th – Carlos Silva | Jack McGinnis 123 Palm Street Bridgeport, CT 06610 203-335-4345 |
| 136 th – Angel M. DePara, Jr. | Joyce Purnell 132 Oakview Circle, APT 201 Bridgeport, CT 06604 |
| 137 th – Lydia N. Martinez | Paul T. Barnum 179 Maple Street Bridgeport, CT 06608 203-366-1226 |

| | |
|--|--|
| 137 th – Manuel Ayala | Carmen R. Vargas 85 William Street Bridgeport, CT 06608 203-540-0336 |
| 138 th – Robert P. Curwen, Sr. | Anna Gonzalez 525 Palisades Avenue Apt 910 Bridgeport, CT 06610 203-345-9755 |
| 138 th – Richard M. Paoletto, Jr. | Amy Powell 126 Court D Building 65 Success Village Bridgeport CT 06610 203-612-6079 203-384-3420 |
| 139 th – James Holloway | Edith Anderson 1402 Stratford Avenue Bridgeport, CT 06607 203-366-4624 |
| 139 th – Andre F. Baker, Jr. | Ricardo Griffin 707 Central Avenue Bridgeport, CT 06607 203-582-2933 |

Last updated 2/18/10

129-09

Lease and Option to Purchase Agreement with Four Kids Enterprise, LLC for property located at 485 Howard Avenue to be used by the Police Department.

**Report
of
Committee
on
Contracts**

Submitted: September 7, 2010

Tabled and Referred back to Committee on 9/7/2010
Resubmitted for DENIAL on 2/7/2011
Adopted:

Attest:



City Clerk

Approved

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

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

129-09 Tabled and Referred back to Committee on 9/7/2010
Resubmitted for DENIAL on 2/7/2011
**A Resolution Approving a "Lease and Option to Purchase Agreement"
For 485 Howard Avenue**

Whereas, the City of Bridgeport is desirous of leasing and potentially purchasing the real property located at 485 Howard Avenue for use by the Police Department; and

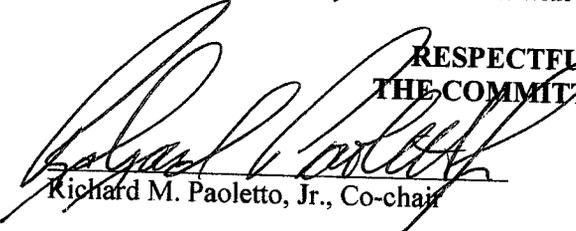
Whereas, "Four Kids Enterprises, LLC," the owner of 485 Howard Avenue, and the City of Bridgeport have reached an agreement on the terms of the attached "Lease and Option to Purchase Agreement;" and

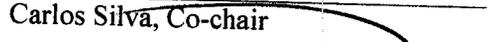
Whereas, the "Lease and Option to Purchase Agreement," has been reviewed and approved by the City Hall Committee and has received a favorable 8-24 review from the Planning and Zoning Commission; Now, therefore be it

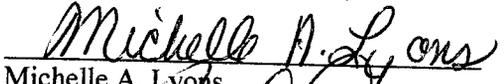
Resolved, that the attached "Lease and Option to Purchase Agreement" for 485 Howard Avenue is approved; and be it further

Resolved, that the Mayor or his delegate is authorized to execute all documents and do all other things necessary in connection with such transaction.

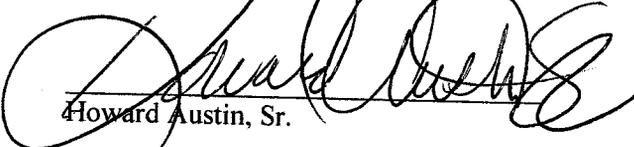
**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON CONTRACTS**

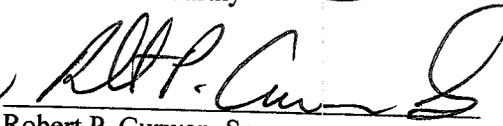

Richard M. Paoletto, Jr., Co-chair


Carlos Silva, Co-chair


Michelle A. Lyons


Martin C. McCarthy


Howard Austin, Sr.


Robert P. Curwen, Sr.


James Holloway

City Council: September 7, 2010

Tabled and Referred back to Committee on 9/7/2010
Resubmitted for DENIAL on 2/7/2011

LEASE AND OPTION TO PURCHASE AGREEMENT

THIS AGREEMENT made as of this ___ day of _____ in the year 2010 between **Four Kids Enterprises, LLC**, a limited liability company organized under the laws of the State of Connecticut, with offices located at 485 Howard Avenue in the City of Bridgeport, County of Fairfield and State of Connecticut, (hereinafter designated as the "**Lessor**") and the **CITY OF BRIDGEPORT**, a municipal body corporate and politic, having an address at 45 Lyon Terrace, Bridgeport, CT 06604 (hereinafter designated as the "**Lessee**").

WITNESSETH:

- 1. PREMISES.** In consideration of the rents and covenants herein reserved and contained on the part of the Lessee to be paid, performed and observed, the Lessor does hereby demises and leases unto the Lessee the land and improvements located at 485 Howard Avenue, in the City of Bridgeport, Fairfield County, Connecticut as more particularly set forth and described on **Schedule A** attached hereto and made a part hereof ("**Premises**").
- 2. TERM; USE; CONFIDENTIALITY.** (a) The Lessor grants to the Lessee the exclusive right to occupy said Premises in quiet and undisturbed possession for a term of three (3) years commencing either (i) the first day of September, 2010 or (ii) such other date that is the first day of the month following approval of this Agreement by the Bridgeport City Council, or (iii) such other date as the parties may mutually agree, provided that Lessee makes all payments hereinafter provided ("**Term**"). The Premises shall be used and occupied by the Lessee for no other purpose than that for which the Premises are leased, namely operations and activities of the Bridgeport Police Department ("**Use**"). Due to the confidential nature of police operations, the Lessor agrees to enter into a confidentiality agreement ("**Confidentiality Agreement**") in the form attached hereto as **Schedule B**.
- 3. RENT.** Lessee agrees to pay to the Lessor as rent for the Premises annually the sum of One Hundred Fifty-Seven Thousand (\$157,000.00) Dollars ("**Rent**"), which Rent shall be paid in equal monthly installments of Thirteen Thousand Eighty-Three and 33/100 (\$13,083.33) Dollars on the first day of each and every month during the Term hereof, in advance. The Lessor agrees that the Lessee shall pay the Rent monthly on the Lessor's behalf to the Lessor's lender, the Grow America Fund ("**Lender**") in connection with that certain [promissory note and mortgage dated _____ and recorded in Book _____ at Page _____ of the Bridgeport Land Records] at the following address or at such other address as the Lender shall designate from time to time:

[Lender Address]
- 4. WASTE AND REPAIRS.** Lessee agrees to keep the entire Premises in good repair, and at the end of the Term shall deliver the Premises to the Lessor in good order and condition, reasonable wear and tear and deterioration by the elements excepted.
- 5. PROHIBITION AGAINST ASSIGNMENT, SUBLETTING, AND ALTERATIONS.** The Lessee shall not assign, sublet, mortgage or pledge this Agreement, nor let the whole or any part of the Premises, nor make any structural alterations in the Premises without the Lessor's prior written consent, which the Lessor agrees will not be unreasonably withheld or delayed; nor in any event permit the Premises 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 Premises that will in any way increase the rate of fire insurance on the building or on the property kept herein; and in the event that, by reason of acts of the Lessee, there

shall be any increase in the rate of insurance on the building or the contents thereof, the Lessee hereby agrees to pay such increase. The acceptance of Rent by the Lessor from any assignee, subtenant, or successor in interest of the Lessee, with or without notice, shall not relieve the Lessee herein from the obligations hereunder, nor shall it be deemed to waive the right of the Lessor at any time thereafter to elect to terminate this agreement on account of such assignment, subletting or transfer thereof.

6. LAWS AND GOVERNMENTAL REGULATIONS. The Lessee agrees to comply promptly with all laws, rules and orders of Federal, State and Municipal Governments, including the City of Bridgeport, and all of their departments applicable to the Premises.

7. INDEMNIFICATION; SELF-INSURANCE.

(a) **Indemnification.** To the fullest extent permitted by law, the Lessee, its contractors and agents (the "**Indemnitor**"), agrees to indemnify, save and hold the Lessor, its employees and agents (the "**Indemnitee**") harmless from and against any and all liability, damage, loss, claim, demand, action and expenses of any nature whatsoever, including, but not limited to costs, expenses, and reasonable attorneys' fees that arise out of or are connected with: (i) any negligent act, error or omission by the Indemnitor in the performance of this Agreement; (ii) the negligent failure of the Indemnitor to comply with the laws, statutes, ordinances or regulations of any governmental or quasi-governmental agency or authority having jurisdiction over the Premises; and (iii) the breach of any material term or condition of this Agreement by the Indemnitor. The provisions of this indemnification article shall not be construed as an indemnification of the Indemnitee for any loss or damage attributable to the sole act or omission of the Indemnitee. The indemnity set forth above shall survive the expiration or any earlier termination of this Agreement.

(b) **Insurance.** The Lessee is self-insured as to all of its obligations under this Lease, including but not limited to any damage to the premises. Upon the execution of this Agreement, the Lessee shall provide an original letter from the Office of the City Attorney in the form attached hereto as **Schedule C.**

(c) **Incremental Cost of Insurance.** In the event that the Lessor's insurance costs for the Premises are increased as a direct result of the Lessee's presence and activities, the Lessor will notify the Lessee of such incremental cost increase with backup documentation reasonably satisfactory to the Lessee and the Lessee shall pay the incremental cost increase as part of the monthly Rent next becoming due.

8. EXTRA EXPENDITURES. In the event that the Lessor shall make any expenditure for which the Lessee is responsible under this Agreement within thirty (30) days after written notice, then the amount thereof shall be payable within ten (10) days of written demand or may at the Lessor's sole election be added to and be deemed a part of the installment of Rent next coming due.

9. ADDITIONS AND IMPROVEMENTS. Before Lessee desires to make alterations, additions or improvements to the Premises, it shall request in writing the Lessor's consent ("**Consent**"), which request shall include a disclosure of the Lessee's plans. The Lessor shall not delay, withhold or deny its Consent using its commercial business judgment, reasonably exercised. Upon receipt of Consent, the Lessee shall make the approved alterations, additions or improvements in compliance with all requirements of public agencies and authorities having jurisdiction over the Premises. All alterations, additions and improvements (except trade fixtures) installed at the Lessee's expense shall become the property of the Lessor upon a default by Lessee that is not cured pursuant to this Agreement and shall remain upon and be surrendered with the Premises as a part thereof at the termination of this Agreement.

10. RIGHT OF ENTRY. The Lessor or its representatives shall have the right to enter into the upon said Premises or any part thereof subject to the terms of the Confidentiality Agreement at all reasonable

hours in the case of an emergency to examine the Premises and the Lessee shall not be entitled to any abatement or reduction of Rent but at all other times shall give the Lessee twenty-four (24) hours prior notice. Lessor shall have the further right, upon the occurrence of a Lessee default, to install "For Rent" or "For Sale" signs on the Premises. In exercising the rights under the within paragraph, the Lessor agrees that it will not unreasonably interfere with the Lessee's Use.

11. SIGNS. The Lessee shall not place any signs at, in, or about the Premises except as and where first approved by the Lessor, and the Lessor shall have the right to remove any sign when and if approved in order to paint the building or Premises or make other repairs or alterations.
12. CONDEMNATION. If the Premises shall be taken or condemned in whole or in part, then the term of this Agreement shall, at the option of the Lessor, forthwith cease and terminate, and the Lessor shall be entitled to that portion of the award relating to the ownership of the land and the Lessee shall be entitled to receive the value of its leasehold interest and improvements in the Premises and the Rent shall abate proportionately in the case of a partial taking of the Premises demised under this Agreement.
13. REAL ESTATE TAXES. Real estate taxes due and payable by Lessor on the Premises shall be deemed included in the Rent payable hereunder. Real estate taxes must be paid current at the execution of this Lease. Lessor shall be responsible for paying all real estate taxes in a timely manner and shall provide the Lessee with evidence of payment no later than January 31st and July 31st of each year during the Term, provided, however, that, so long as the Rent is being paid by the Lessee to the Lender, the Lender shall pay all real estate taxes in a timely manner.
14. WAIVER OF BREACH. No waiver at any time of the right to terminate this agreement shall impair the right of the Lessor to insist upon such termination in the event of the Lessor subsequently acquiring such right, nor shall the acceptance of Rent at any time constitute such waiver or waiver of damages, and in addition to any other remedies which the Lessor may have, the Lessor may apply for and obtain an injunction to enforce the Lessor's rights.
15. MORTGAGES. This Agreement is and shall always be subordinate to any mortgage or mortgages obtained from a bona fide lending institution, which now or shall at any time be placed upon the Premises, and the Lessee 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. During the Term, the Lessee may request a non-disturbance agreement from any mortgage holder.
16. LIEN FOR RENT. All property of the Lessee in or upon the Premises is hereby subjected to a lien in favor of the Lessor and shall be and remain subject to such lien of the Lessor for the payment of all rents and other sums agreed to be paid by the Lessee herein should the Lessee herein be in default of any payment or other obligation to the Lessor which remains unpaid after notice of default and failure to cure.
17. MODIFICATION. No provisions of this Agreement shall be waived or altered except by written endorsement hereon or attached hereto and signed by the Lessor and Lessee.
18. NUISANCES. The business of the Lessee will be conducted in such a manner as not to create any nuisance nor to interfere with, annoy or disturb other tenants or the Lessor in the management of the building.
19. FIRE CLAUSE. In the event that the Premises leased, or the building of which the same is a part, shall be partially damaged by fire or the elements, the Lessee shall give immediate notice thereof to the Lessor, and the same shall be repaired as speedily as possible (but due allowance shall be made for any delay arising in connection with adjustment of the fire insurance loss, or from other causes beyond the Lessor's or the Lessee's sole control) and the Rent accruing to the Lessor shall not cease. The Lessee shall be responsible for making prompt repairs to the Premises if the damage was caused by Lessee's negligence and in all other cases such repairs shall be the responsibility of the Lessor as beneficiary under

the property, fire and casualty insurance policy kept by Lessor to protect the Premises. In the event a part of the Premises is so damaged as to make a part thereof untenantable, the Rent shall not cease but shall be adjusted pro rata for the portion of the Premises that is untenantable for the period that it remains so. In the event that the damage should be so extensive as to render a substantial portion of the Premises untenantable in the reasonable judgment of the Lessee upon written notice from the Lessee, the Lessee may declare that it no longer wishes to occupy the Premises, whereupon this Agreement shall terminate and come to an end and the parties shall have no further obligations to each other except for those obligations arising prior to the date of termination.

20. **DEFAULTS; REMEDIES.** In the event that the Lessee shall default in the payment of Rent the Lessor shall give ten (10) days written notice of such default, and the Lessee shall cure such default within such period. In the event that the Lessee shall default in said Lease by violating or omitting to perform any of the provisions herein contained, the Lessor shall give thirty (30) days written notice of such default, violation or omission, and the Lessee shall cure said default within such period, unless due to the nature of the default it cannot be cured within such 30-day period in which case the Lessee shall be entitled to additional thirty (30) day period in which to cure such default provided that the Lessee is pursuing such cure with its best efforts and due diligence. If the default has not been cured within such time period, this Agreement shall cease and come to an end and the parties shall have no further obligations to each other except for those obligations arising prior to the date of termination. Upon termination, the Lessor or Lessor's agents or representatives may re-enter said Premises by summary proceedings without being liable for prosecution therefor, take possession of said Premises and remove all persons therefrom. If the Lessor shall elect, Lessor may re-let the same as the agent for the Lessee or otherwise, and receive the rent therefor, applying the same first to the payment of such expenses as the Lessor may be put to in entering and letting, and then to the payment of the Rent payable under this Agreement and the fulfillment of the Lessee's covenants hereunder; the balance (if any) to be paid to the Lessee who shall remain liable for any deficiency. Suit or suits for the recovery of such deficiency or damage may be brought by the Lessor from time to time at the election of the Lessor and nothing herein shall be deemed to require the Lessor to await the date whereon this Agreement or the Term would have expired by limitation had there been no such default by the Lessee.

21. **BANKRUPTCY.** In the event that the Lessee shall become bankrupt or shall make a voluntary assignment for the benefit of creditors, or in the event that a receiver of the Lessee shall be appointed, then, at the option of the Lessor, and upon five (5) days' notice to the Lessee of the exercise of such option, this Agreement shall cease and come to an end.

22. **RULES AND REGULATIONS.** The Lessor 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 and for the preservation of good order therein, all of which rules and regulations shall be carried out and observed by the Lessee. Lessee agrees to abide by the existing rules and regulations, which rules may be changed or amended from time to time at the option of the Lessor. Such rules and regulations are attached hereto as **Schedule D**.

23. **QUIET POSSESSION.** The Lessor hereby covenants that the Lessee, upon paying the Rent as herein reserved, and performing all of the covenants and agreements herein contained on the part of the Lessee shall and may peaceably and quietly have, hold, and enjoy the Premises hereby demised.

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

25. **HOLDING OVER.** No holding over and continuing any occupancy or activities by the Lessee after the expiration of the Term herein shall be considered as a renewal or extension of the Term under this Agreement. If, however, the Lessee shall occupy said Premises with or without the consent of the Lessor after the expiration of this Agreement, and Rent is accepted from the Lessee, such occupancy and payment shall be construed as an extension of this Agreement for the period of one month only from the date of such expiration, and occupation thereafter shall operate to extend this Agreement for but one

month at a time unless other terms of such extension are endorsed hereon in writing and signed by the parties hereto.

26. DAMAGE CAUSED BY DEFECTS. Lessor shall not be held liable for damage by reason of any latent defect in the Premises nor shall it be liable for damage to the goods or property of the Lessee caused by water leaks or the failure of water, sewer, or drain pipes. It is understood that this clause shall not apply to any negligent or intentional act or omission of the Lessor.

27. OBLIGATIONS FOR REPAIRS AND MAINTENANCE. The Lessee shall be responsible, at its sole cost and expense, for the construction of any improvements to the Premises, all of which shall require the Lessor's Consent, except as otherwise specifically referred to herein. Lessee shall also be responsible for all ordinary maintenance, repairs and replacements, and for all other expenses related to the Lessee's use of the Premises during the Term. For purposes of this paragraph 27, "replacements" shall mean the Lessee's obligation to replace building fixtures, features or equipment defined by the Internal Revenue Code, as amended, as having a useful life of five(5) years or longer. Lessee's obligations for maintenance, repair and replacment, include but are not limited to the following:

A.

- (a) Salaries, wages, medical and general welfare benefits of Lessee's employees who are used for the operation and maintenance of the Premises and the land on which it stands, including payroll taxes and workers' compensation insurance premiums;
- (b) Electricity, gas, telephone, water, sewer, cable, satellite and other utility costs and fees;
- (c) All heating, air-conditioning and ventilation maintenance costs;
- (d) All utility taxes, if any, surcharges, and all water and sewer charges;
- (e) All personal property taxes and assessments levied against the Lessee's personal property and its leasehold interest in the Premises;
- (f) All costs for construction, repairs, maintenance costs, housekeeping, including building and cleaning supplies, service contracts with others, landscaping, cleaning of parking areas, leaf and snow removal, garbage disposal and the like; and
- (g) All costs of perimeter fencing, gates, locks, security lights, security cameras and the like.

B. In any case where the Lessee conducts a public bidding process for improvements to the Premises, such improvements shall be performed at Lessee's sole expense. In connection with any such public bidding process, the Lessee will make the Lessor's construction company aware of the requirements of the bid and the Lessor may bid on such work, subject to th City's procurement rules and regulations..

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

29. DISPUTE RESOLUTION.

The parties agree that all disputes between them arising under this Agreement or involving its interpretation, if they cannot be first resolved by mutual agreement, shall be resolved by a court having competent jurisdiction over the parties located in Fairfield County, Connecticut.

30. NOTICES. Whenever it is provided herein that notice, demand, request or other communication shall or may be given to either of the parties by the other, such notice, demand, request or other communication shall be in writing and, any law or statute to the contrary notwithstanding, shall not be effective for any purpose unless it shall be served by delivering such notice by recognized overnight carrier or by mailing such notice by certified or registered mail, postage prepaid, return receipt requested, to the address listed in this Agreement or to such other address as either party may from time to time designate by notice given to the other by registered or certified mail. Any such notice, demand, request, or other communication shall be deemed to have been given on the date two (2) days after it is duly delivered to a recognized overnight carrier or after being deposited in any facility of the United States Postal Service.

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

32. ENTIRE AGREEMENT. This Agreement and the exhibits and schedules attached hereto 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 agreement or understanding with respect to this transaction occurring at or prior to the execution and delivery hereof, including any previous agreement or communication relating thereto between the parties, is specifically superseded by this Agreement and shall be of no effect in interpreting 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.

33. 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.

34. ENVIRONMENTAL PROVISIONS. [The Capitalized terms used herein are defined at the end of this provision.] The Lessee hereby agrees, unconditionally, absolutely and irrevocably, jointly and severally, if more than one, to indemnify, defend and hold harmless the Lessor from and against and in respect of any loss, liability, cost, injury, expense or damage of any and every kind whatsoever (including, without limitation, court costs, reasonable attorneys' fees, consultants' fees and experts' fees and expenses, whether or not litigation is commenced) which at any time or from time to time may be claimed, suffered or incurred in connection with any inquiry, charge, claim, cause of action, demand, abatement order or lien made or arising directly or indirectly or in connection with, with respect to, or as a direct or indirect result of the presence on or under, or the Release from the Premises into the Environment of any Hazardous Substances including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under or as a result of the enforcement of the Environmental Laws, whether now known or unknown, including without limitation:

(a) the removal, encapsulation, containment or other treatment, transport or disposal of Hazardous Substances on the Premises or emanating therefrom;

(b) the imposition of a lien against the Premises, including liability resulting from Lessee's failure to take prompt steps to remove, and to remove, such lien by payment of the amount owed or by the furnishing of a bond, cash deposit or security in an amount necessary to secure the discharge of such lien or the claim out of which the lien arises;

(c) any inquiry, claim or demand, by any person including without limitation, any costs incurred in connection with responding to or complying with such inquiry, claim or demand;

(d) any failure of the Premises or Lessee's use thereof to comply with all applicable Environmental Laws, and the defense of any litigation, proceeding or governmental investigation relating to such failure to comply with Environmental Laws;

(e) any personal injury concerning or relating to the presence of Hazardous Substances on or emanating from the Premises, or as a result of activities conducted on or with respect to the Premises in connection with the remediation of Hazardous Materials thereon or emanating therefrom.

The provisions of this indemnification shall govern and control over any inconsistent provision of any other document executed or delivered by Lessee in connection with this Agreement. This paragraph shall survive the expiration of the Term or the earlier termination of the Agreement and shall be a continuing obligation of the Lessee and shall be binding upon the Lessee, its successors and permitted assigns, and shall inure to the benefit of the Lessor, its successors and assigns.

Definitions

(i) "Lessee" means the occupant of the Premises or any part thereof and its successors and permitted assigns, officers, directors, partners, employees, agents, representatives, contractors and subcontractors, and including its parent, subsidiary or affiliated corporations.

(ii) "Environment" means any water or water vapor, any land including the land surface and subsurface, air, aquatic life, wildlife, biota and all other natural resources and features.

(iii) "Environmental Laws" means, without limitation, all federal, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes relating to the protection of the Environment and/or governing the use, storage, production, treatment, generation, transportation, processing, handling or disposal of Hazardous Substances, and the rules, regulations, policies, guidelines, interpretations, decisions, orders and directives, whether formal or informal, of federal, state and local governmental agencies and authorities with respect thereto, as they may be amended, renumbered, substituted or supplemented from time to time, and those Environmental Laws that may come into being or into effect in the future.

(iv) "Environmental Permits" means, without limitation, all permits, licenses, approvals, authorizations, filings, consents or registrations required by any applicable Environmental Law in connection with (a) the ownership, use and/or operation of the Premises for the use, storage, production, treatment, generation, transportation, processing, handling or disposal of Hazardous Substances, or (b) the sale, transfer, encumbrance or conveyance of all, or any portion of the Premises.

(v) "Hazardous Substances" means, without limitation, any flammable, explosive, corrosive or ignitable material, characteristic waste, listed waste, radon, radioactive material, asbestos, ureaformaldehyde foam insulation, polychlorinated biphenyls, petroleum and petroleum-based wastes, methane gas, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials, mixtures or derivatives having the same or similar characteristics and effects, as defined in, listed under, or regulated by various federal, state or local environmental statutes, including, without being limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.) ("CERCLA"), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801 et seq.), the Emergency Planning and Community Right to Know Act, 42 U.S.C. 11001 et seq., as amended, the Resource, Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. Section 1251, et seq.), the Clean Air Act, as amended (42 U.S.C. Section 7401 et seq.), as amended, the Clean Water Act, as amended (33 U.S.C. 1251 et

seq.), the Safe Drinking Water Act, as amended (42 U.S.C. 300, et seq.), or as such substances are defined under any similar state laws or regulations, including, without being limited to, the release of substances constituting a "spill" as defined in Connecticut General Statutes Section 22a-452(c).

(vi) "Improvements" means the buildings, structures and other physical improvements previously existing, presently located on, or to be constructed on the Premises.

(vii) "Premises" means the real property described herein, and its appurtenances.

(viii) "Release" or "spill" shall have the same meaning given to those terms under the Environmental Laws whether they are historic or sudden, and without regard to quantity.

35. OPTION TO PURCHASE. Notwithstanding anything to the contrary contained in this Agreement, the Lessor grants to the Lessee the following option to purchase the Premises:

(a) The Lessor hereby gives, grants, bargains and conveys to the Lessee, an exclusive option to purchase the Premises on the terms and conditions described herein ("Option"). The Option shall last for a period commencing on the date first above written and shall expire at 5:00 p.m. on a date sixty (60) days prior to the expiration of the Term ("Option Period"). The Option may be exercised at any time during the Option Period, unless this Agreement is earlier terminated as a result of Lessee's default, by the Lessee giving written notice to the Lessor. The purchase price for the Premises shall be determined by establishing the fair market value thereof by independent appraisal. Upon the Lessee's exercise of the Option, each party shall commission an appraisal at its sole cost and expense. The purchase price shall be the average of the fair market value found in the two (2) appraisals, provided, however, that if the fair market values found in such appraisals shall differ by more than ten (10) percent from one another, the matter of valuation shall be submitted to an independent, neutral appraiser selected by the parties' respective appraisers. The neutral appraiser shall determine the fair market value to be paid by the Lessee within thirty (30) days after the matter is submitted to the neutral appraiser, and such value shall be final and binding. If the Lessee does not agree to purchase the Premises based upon the fair market value of thereof determined by the appraisal procedure described above, it shall give prompt notice to the Lessor, in which case the Lessee may elect to either continue to occupy the Premises in accordance with this Agreement or may terminate, in which case this Agreement shall come to an end and the parties shall have no further obligations to one another except for those obligations arising prior to the termination thereof.

(b) The closing date for the transfer of title to the Premises shall be within ninety (90) days after the Option is exercised and fair market value of the Premises is determined in accordance with this Agreement, subject to the Lessee's acceptance of title, as set forth below. Lessee has the right to conduct inspections and testing of the Premises during such 90-day period and may reject the condition of the Premises and elect not to proceed to close title.

(c) Transfer of title to the Premises and all the improvements thereon shall be by full covenant Warranty Deed in Connecticut form free and clear of all liens, charges and encumbrances, clouds and defects, and such other permitted encumbrances agreed to by the Lessee, including such other matters of record, including but not limited to, reservations, limitations, easements and conditions, zoning ordinances, and taxes and assessments, both general and special, which are a lien but not yet due and payable.

(d) Within fifteen (15) days after exercising the Option, the Lessee shall order a preliminary title report in the form of a commitment to issue a title policy requested by Lessee in accordance with the terms of this Agreement, with instructions to the title agent or title company to simultaneously deliver a copy of the report to the Lessor. Within ten (10) days after Lessee receives the title report, the Lessee shall deliver to Lessor a written notice containing all restrictions, reservations, limitations, easements, liens, and conditions of record (collectively,

"**Claimed Title Defects**") disclosed in the title report which are objectionable to Lessee as not being in accordance with the terms and conditions of this Agreement. Upon receipt of such notice, Lessor shall immediately commence action to cure or remove or remove of record such Claimed Title Defects in accordance with the Standards of Title published by the Connecticut Bar Association ("**Standards of Title**"). Nothing shall constitute an encumbrance, lien, objection or other ground for a defect in title for the purposes of this Agreement if the Standards of Title of the Connecticut Bar Association currently in effect recommend that no corrective or curative action is necessary in circumstances substantially similar to those presented by such encumbrance, lien, objection or other ground. No attempt to cure any alleged encumbrance, lien, objection or other ground shall constitute an admission of its validity.

(e) The Lessor shall be responsible for delivering fee simple title to the Lessee insurable at ordinary title insurance rates and the Lessee shall bear the responsibility for all closing costs, including but not limited to costs for recording, conveyance taxes, if any, title reports, and premiums for title insurance.

(f) The Lessee's Option shall survive any change of ownership in the Premises or foreclosure thereof.

36. MISCELLANEOUS

(a) **Nondiscrimination.** The Lessee 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 (see Municipal Code of Ordinances, Chapter 3.12) on the grounds of race, color, national origin, religion, sex, sexual orientation, disability or veteran status, marital status, mental retardation or physical disability in any manner prohibited by the laws of the United States or of the State of Connecticut.

(b) **Singular, Plural, Gender, etc.** Wherever in this Agreement the context so requires, the singular number shall include the plural number and vice versa, and any gender herein used shall be deemed to include the feminine, masculine or neuter gender.

(c) **Independent Contract.** This Agreement is entered into solely to define the rights and obligations, risks and liabilities of the parties hereto. This Agreement, and any document or agreement entered into in connection herewith, shall not be deemed to create any other or different relationship between the Lessor and the Lessee other than as expressly provided herein. The Lessee acknowledges that the Lessor is not a partner or joint venturer with the Lessee and that the Lessor and Lessee are landlord and tenant only, respectively.

(d) **Prohibition Against Assignment.** The Lessee may not transfer, hypothecate or in any way alienate or assign its interest in this Agreement or delegate any duties to be performed by it hereunder. The Lessor may assign its interest in this Agreement at any time to any person or entity that assumes the Lessor's obligations from the date of the assignment hereunder; provided, however, that, absent express consent in writing by the Lessor, such assignment shall not release the Lessor from its obligations to the Lessee hereunder.

(e) **No Waiver.** No waiver of any party's default hereunder by the other party hereto at any one time shall be construed as a waiver by such party of any subsequent breach of the same or another term of this Agreement by the other party.

(f) **Ownership of Documents.** All drawings, specifications, surveys, test results, models, plans, permits and other information required from the Lessee by this Agreement shall be the sole and exclusive property of the Lessor.

(g) Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of the Lessor and the Lessee and the Lessee's permitted successors, assigns and legal representatives not inconsistent with this Agreement.

(h) Captions. The captions and headings contained herein are for convenience only and are not to be construed as part of this Agreement, nor shall the same be construed as defining or limiting in any way the scope or intent of the provisions hereof.

(i) Partial Invalidity. If any term or provision of this Agreement shall be found to be illegal, unenforceable or in violation of the laws, statutes, ordinances or regulations or any public agency or authority having jurisdiction over the parties or the Premises by a court of competent jurisdiction, then, notwithstanding the illegality or enforceability of such term or provision, this Agreement shall be and remain in full force and effect and such term shall be deemed stricken therefrom; provided, however, that this Agreement shall be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision.

(j) Survival. The terms, provisions, representations, warranties and certifications contained in this Agreement, or inferrable therefrom, shall survive the completion of or the earlier termination of this Agreement, subject to all applicable statutes of limitation and repose.

(k) Precedence of Documents. In the event that there exists any ambiguity or conflict between this Agreement and any other document referred to herein, the terms of this Agreement shall govern as to all matters of interpretation.

(l) City Council Approval of Agreement Required. This Agreement shall not become effective until the City Council of the City of Bridgeport approves the same, the Agreement is executed by the Mayor, and the Lessee delivers a fully-executed original thereof to the Lessor.

(m) No Broker. The parties hereto are signing this Agreement in reliance upon the representations of the other party that there is no broker, agent or finder who brought the Property to the Lessee's attention or in any way negotiated the Agreement with the Lessee. The parties mutually agree that each shall indemnify the other against, and hold the other harmless from, and defend such other party from and against any loss resulting from the claim or lien recorded against the Premises of any broker, salesperson or finder for a fee or commission due where it is claimed that said broker, salesperson or finder brought the Premises to the attention of the Lessee or the Lessee's representatives, or interested the Lessee in the Premises, or in any manner dealt with the Lessee with respect to the Premises. Such indemnity shall include all costs of defending any such claim, including reasonable attorneys' fees. This paragraph shall survive the transfer of the Premises or the earlier termination of this Agreement.

(n) Notice of Lease. The material terms and conditions of this Agreement may be incorporated into a notice of lease and may be recorded on the Bridgeport Land Records.

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

Signed, Sealed and Delivered

LESSOR

In the Presence of:

Name:

Title:

Duly-authorized

Signed, Sealed and Delivered

In the Presence of:

LESSEE

Name:

Title:

Duly-authorized

LENDER

The Lender acknowledges and accepts the Lessor's entry into this Lease and acknowledges the Lender's direction that Rent payments be made directly from Lessee to the Lender.

Name:

Title:

Duly-authorized

Schedule A

Description of the Demised Premises

or by subpoena, judgment, order or decree of any court or governmental body or agency having jurisdiction, or by any law, rule or regulation, provided however, that, in connection with any such requested disclosure, the Lessor receiving the disclosure request shall give the Lessee prompt written notice of the requested disclosure pursuant to this exception in order to permit the Lessee to oppose such requested disclosure at Lessee's own expense and to whatever extent possible, Lessee may seek an order or agreement providing for continued confidential treatment of such Confidential Information by the applicable authority that governs such requested disclosures, and shall obtain an order or agreement absolving the Lessor of any requirement to disclose the Confidential Information sought. If such orders or agreements cannot be timely obtained by the Lessee, the Lessor shall be permitted to comply with the request.

d. Any and all Confidential Information that becomes public knowledge or loses its protected status or confidential nature by means other than a breach of this Agreement by the Lessor or its attorneys or agents shall no longer be subject to the restrictions of this Agreement. In addition, no information or documentation already in the possession of the Lessor or its attorneys or agents shall be subject to the restrictions of this Agreement.

2. **INJUNCTIVE RELIEF**

The Lessor acknowledges that the injury to the Lessee resulting from any violation of any of the covenants contained in this Agreement will be of such character as cannot adequately be compensated by money damages and, accordingly, the Lessee may, in addition to pursuing its other remedies, obtain an injunction from any court having jurisdiction of the matter restraining any such violation, and that no bond or other security shall be required in connection with such injunction.

3. **GENERAL**

a. All notices hereunder shall be in writing in the manner set forth in the Lease.

b. The laws of the State of Connecticut shall govern all questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement without regard to conflicts of laws principles.

c. This Agreement contains the complete agreement between the parties with respect to the subject matter hereof, supersedes any prior understandings, agreements or representations by or between parties, written or oral, which may have related to the subject matter hereof, and may not be altered except by a writing signed by all parties hereto.

d. The failure of any party hereto to exercise its rights under this Agreement shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

e. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective as of the date first above written.

Lessor

By _____
Name
Title

CITY OF BRIDGEPORT

By: _____
Name
Title

Self-Insurance Letter

[Date]

[Addressee]

Re: [Description of Contract, Project or Activity Requiring the Letter]

Dear _____:

The Office of the City Attorney, as legal counsel to the City of Bridgeport, a municipal corporation organized and existing under the Laws of the State of Connecticut, has been requested to explain the City's capacity to satisfy various claims for personal injury and property damage in lieu of providing a policy or policies of insurance.

Please be advised that the City of Bridgeport is self-insured.

According to Chapter 7 of the City Charter, the City Attorney is obligated to present a consolidated annual general fund budget, including a reserve for such injury and damage claims, to the Director of Policy and Management, and to represent the City in the defense of all civil actions. The Legal Department's claims and litigation accounts, upon budget adoption by the City Council as part of the annual operating budget, are available and utilized for the payment of monetary obligations resulting from claims and lawsuits against the City, following judgment or upon authorization and approval of settlements by the City Council, as required.

The City generally funds claims for damages on account of personal injury and property damage for which it is liable from the Sundry/Personal Claims and Lawsuits Account contained in the annual operating budget of the City's Legal Department. These reserve accounts (together with the City's authority to raise revenue through use of its municipal taxing and bonding authorities pursuant to State Law) are sufficient to satisfy the minimum requirements set forth in the Assistance Agreement for the payment of claims.

Furthermore, the City of Bridgeport, as set forth in the Assistance Agreement, hereby agrees to indemnify and hold harmless the State of Connecticut for any and all claims arising from the negligent actions of the City, its employees, or agents. Notification regarding claims should be addressed to

City Clerk, City of Bridgeport, 45 Lyon Terrace, Bridgeport, CT 06604, with copies to Director of Planning and economic Development, Office of OPED, 999 Broad Street, Bridgeport, CT 06604, and City Attorney, Office of the City Attorney, 999 Broad Street, Bridgeport, CT 06604.

If you have any further questions, please feel free to contact me via phone, facsimile, or e-mail at: Mark.Anastasi@bridgeportct.gov. Thank you for your assistance in this matter.

Very truly yours,

Mark T. Anastasi, City Attorney

Schedule D

Rules and Regulations

88-09

Amendment to City Council Rules of Order -New Rule
XXX - SURPLUS CITY PROPERTY SALES (**LAI D O V E R**
U N D E R T H E R U L E S 1 / 1 8 / 2 0 1 1)

R e p o r t
o f
C o m m i t t e e
o n
M i s c e l l a n e o u s M a t t e r s

Submitted: January 18, 2011 OFF THE FLOOR
(LAI D O V E R U N D E R T H E R U L E S)
ReSubmitted: February 7, 2011

Adopted: _____



Attest: _____

City Clerk

Approved: _____

Mayor



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:

88-09 (LAID OVER UNDER THE RULES 1/18/2011)
Resubmitted for Action on 2/7/2011

NEW RULE XXX SALE OF SURPLUS CITY PROPERTY

Be it Resolved, that the Rules of the City Council of the City of Bridgeport be and hereby are amended to include the following new rule XXX.

Whenever City Council permission is sought for authority to dispose of surplus municipal real property, the submission to the City Council shall include either:

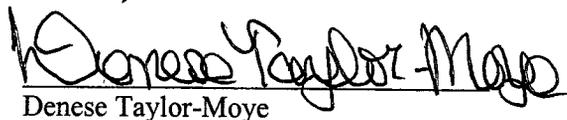
- a. An AIA (American Institute of Architects) appraisal of FMV (fair market value) or
- b. A Report from the City Tax Assessor setting forth the then current assessed value for taxation purposes.

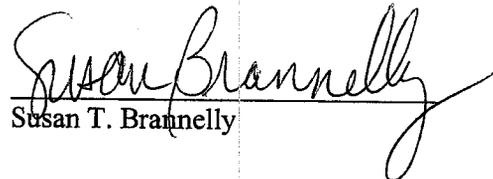
No approval of such proposed sale shall occur absent such required valuation data, except upon two thirds vote of the entire City Council.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON MISCELLANEOUS MATTERS


Amy Marie Vizzo-Paniccia, Co-Chair

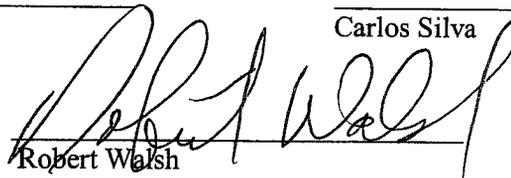
Warren Blunt, Co-Chair


Denese Taylor-Moye


Susan T. Brannelly

Manuel Ayala

Carlos Silva


Robert Walsh

160-09

Refund of Excess Payments.

**Report
of
Committee
on
Miscellaneous Matters**

Submitted:

Tabled on January 18, 2011
Resubmitted on 2/11/2011

Adopted: _____

Attest: _____



City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

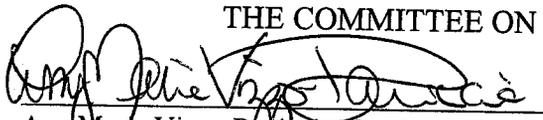
The Committee on Miscellaneous Matters begs leave to report; and recommends for adoption the following resolution:

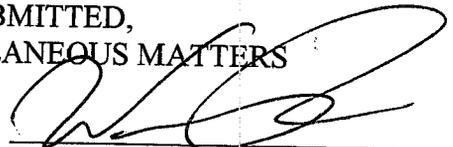
160-09

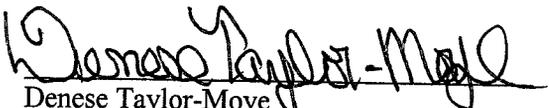
BE IT RESOLVED, That the Comptroller be, and hereby is authorized, empowered and directed to draw his warrants on the City Treasurer in favor of the following named person and for the amount set opposite said name, all in accordance with the recommendation of the Tax Collector.

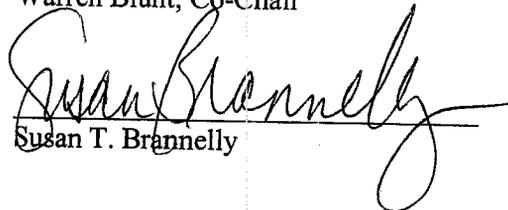
| <u>Name & Address</u> | <u>Reason</u> | <u>Refund</u> |
|--|---------------|---------------|
| Bridgeport Arena FAC Management C/O RASH #1078-07-510 P. O. Box 260888 Plano, Tx 75026-0888 | 12-129 | \$10,448.46 |
| Volume Service of America C/O Harbor Yard – Arena 600 Main Street Bridgeport, CT 06604 | 12-129 | \$10,021.46 |

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON MISCELLANEOUS MATTERS


Amy Marie Vizzo-Paniccia, Co-Chair


Warren Blunt, Co-Chair


Denese Taylor-Moye


Susan T. Brannelly

Manuel Ayala

Carlos Silva


Robert Walsh

Council Date: Tabled on 1/18/2011
Resubmitted on 2/11/2011