

AGENDA

CITY COUNCIL MEETING

MONDAY, SEPTEMBER 19, 2011

7:00 P.M.

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

Prayer

Pledge of Allegiance

Roll Call

City Council Citation: Michael Wagner of Wagner's Karate Goju in recognition of his service to the community.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: August 1, 2011

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *113-10 Public Safety and Transportation Committee Report re: Abandonments of Ocean Place and Anthony Street Associated with Improvements to Longfellow Elementary School.
- *118-10 Public Safety and Transportation Committee Report re: Grant Submission: U.S. Department of Justice (DOJ) 2011 Edward Byrne Memorial JAG Grant Program.
- * 92-10 Contracts Committee Report re: Lease Agreement with Green Village Initiative, Inc. (GVI) for the contiguous City-owned property located at 1469 Reservoir Avenue and 20 Yaremich Drive.
- *126-10(A) Contracts Committee Report re: Agreement with Cal Ripken, Sr. Foundation Inc. to create a Youth Development Park.
- *126-10(B) Contracts Committee Report re: Management and Operations Agreement with Cal Ripken, Sr. Foundation Inc. and Wakeman Boys and Girls Club.

MATTERS TO BE ACTED UPON:

- 115-10 Public Safety and Transportation Committee Report re: Reappointment of Thomas A. Lyons (D) to the Board of Police Commissioners.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, SEPTEMBER 19, 2011, AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME

SUBJECT

Cecil C. Young
99 Carroll Avenue
Bridgeport, CT 06607

Sewage in P.T. Barnum and
Labor Relations

CITY of BRIDGEPORT
CITY COUNCIL
PUBLIC SPEAKING SESSION
SEPTEMBER 19, 2011
6:30 PM

ATTENDANCE: Council members: Brannelly, M. McCarthy, A. Ayala, Taylor-Moye, T. McCarthy, Austin, Lyons, Blunt, dePara, M. Ayala, Martinez, Paoletto

ABSENT: **Brantley, **Walsh, *Vizzo-Paniccia, **Bonney, *Silva, Paoletto, *Curwen, *Baker, *Holloway

** = not present for public speaking

* = absent for both

Council President McCarthy called the public speaking session to order at 6:50 pm.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, SEPTEMBER 19, 2011, AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

RECEIVED
CITY CLERK'S OFFICE
2PM SEP 28 18

NAME	SUBJECT
Cecil C. Young 99 Carroll Avenue Bridgeport, CT 06607	Sewage in P.T. Barnum and Labor Relations

Mr. Young asked if the two council members for the district Council members M. McCarthy and Brannelly had a chance to check out the raw sewage problem at P.T. Barnum. He went on to say that he wanted to leave some information with Council President McCarthy. He mentioned the reelection coming up for Council members Baker and Holloway. He said they came to his house seeking his support for city council reelection and he was in support, per a letter submitted.

He continued to speak about his labor relations issues in reference to a complaint on file for the last three years. He spoke about his concerns regarding the high dental and medical bills for him and his family. He stressed that as a taxpayer, it isn't fair that he's not receiving medical benefits, even though there was the matter of him voluntarily leaving his job at the time. He had a letter for Labor Relations asking for support from Council members Holloway and Baker pertaining to his right to receive medical benefits.

Council President McCarthy asked Mr. Young to give the document to Tom White.

Mr. Young noted that he could be heard on the radio at WGJZ from 11:30 am-11:45 am weekdays. He further noted more information was available at his website: www.cecilyoung.com

Charles McNeil

signed up to speak prior to the session

Mr. McNeil stated that he was there to represent the south end of Bridgeport in regard to Lafayette Street. He said he was happy to see the streetscape program in effect. He asked if there were any funds available for Lafayette Street, due to the fact that it's a main street in Bridgeport that surrounds many businesses. He said the area was important to address due to the sidewalks being in bad shape and the damaged trees. He also had an idea to place banners promoting the Bluefish baseball team and the Sound Tigers, noting that they will make a great impression to outside visitors. In terms of safety, he mentioned that Lafayette Street is not wide enough and he felt it should be a one-way street because it's very busy and cars have the tendency to sway into ongoing traffic. He added that there have been several accidents on that corner.

He spoke about property taxes, noting that residents have experienced a 10% increase in property tax. He expressed that many residents are concerned with the increase in taxes and not be able to make the payments. He stressed that many are considering moving out of the city.

Council President McCarthy asked Mr. McNeil if he talked to Council member A. Ayala and Council member Taylor-Moye about the matter. Mr. McNeil replied yet. Council President McCarthy stated that he should keep in touch with the council members.

**It was found that the videotaping of Mr. Young didn't record properly when he spoke first, so Council President McCarthy allowed him to speak again for the record.*

John Marshall Lee

signed up to speak prior to the session

Mr. Lee spoke about the city's finances. He read a lengthy statement that highlighted the following – *copy of statement submitted to the city clerk:*

Mr. Lee posed the following questions to ask:

- How the city looks from the outside regarding their financial rating
- Who handles the internal audit function
- Who monitors the city's balance sheet
- City Council accountability for the 2011 budget for the capital operating budget

He encouraged all taxpayers and citizens to attend the Budget & Appropriations Committee meetings as they're scheduled to obtain crucial information.

The public speaking session was closed at 7:10 pm.

CITY COUNCIL MEETING

Monday, September 19, 2011

7:00 p.m.

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

ATTENDANCE: Council members: Brannelly, M. McCarthy, A. Ayala, Taylor-Moye, Brantley, Walsh, T. McCarthy, Austin, Lyons, Bonney, Blunt, dePara, M. Ayala, Martinez, Paoletto

ABSENT: Council members: Vizzo-Paniccia, Silva, Curwen, Baker, Holloway

Mayor Finch called the meeting to order at 7:15 pm.

- Prayer - the prayer was offered by Council member Lyons.
- Pledge of Allegiance- the pledge was led by Thomas Lyons.
- Roll Call - the assistant city clerk took the roll and announced there was a quorum.

City Council Citation: Michael Wagner of Wagner's Karate Goju in recognition of his service to the community.

Michael Wagner and the youth comprised of varied ages from the Wagner Karate Goju school approached the front of council chambers to receive the citation.

Mayor Finch asked the meaning of the word "Goju" Mr. Wagner stated that the word Goju means school and the word Gojo means scholar, *words derived from the hard/soft school of karate.*

Council President McCarthy expressed that the council tries to recognize organizations and groups that have done good things in Bridgeport. He commented how Council member Lyons has spoken positively about the youth and he expressed how proud he was of all of them. He thanked Council member Lyons for her involvement in bringing organizations forward that contribute to doing good in the city.

Council member Lyons stated that Mr. Wagner was born in Bridgeport and he is an 8th degree black belt. She mentioned that he teaches all levels of martial arts. And he's also involved in the City of Bridgeport as an instructor at the Lighthouse Program and various school programs; such as, ABCD, Hall Neighborhood House, Bassick High School etc., she expressed that he is dedicated to helping young people and he also teaches at St. Augustine Church. She went on to say that the program promotes character, obedience, trustworthiness and loyalty. She further expressed that Mr. Wagner is a man of his word. She shared a story about her grandson who was having a challenging time at school; so Mr. Wagner visited the school and spoke to his teacher about how they could work together to bring the child back to applying himself. She emphasized that Mr. Wagner is highly respected and he deserved the citation.

Mayor Finch thanked everyone for being there. He asked for a brief demonstration of what the students have learned. *The students recited the numbers one through ten in Japanese.* Mayor Finch commented that he expects all the students to be become great citizens in Bridgeport.

Mr. Wagner expressed his thanks for the citation. He noted that he loves the kids and he wants to help put them on the right path to achieve their purpose in life.

The students collectively recited the schools philosophy to applause.

Council member Lyons asked for a brief karate exercise demonstration. *The students demonstrated a short karate move.*

Council member Lyons presented the citation to Mr. Wagner. Mayor Finch acknowledged the parents of the students for their involvement with their children and for supporting the school's mission.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: August 1, 2011

- ** COUNCIL MEMBER PAOLETTO MOVED TO ACCEPT THE MINUTES**
- ** COUNCIL MEMBER dePARA 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 Walsh requested to remove item * 92-10 Contracts Committee Report re: Lease Agreement with Green Village Initiative, Inc. (GVI) for the contiguous City-owned property located at 1469 Reservoir Avenue and 20 Yaremich Drive.

The city clerk read the remaining items into the record:

- *113-10 Public Safety and Transportation Committee Report re: Abandonments of Ocean Place and Anthony Street Associated with Improvements to Longfellow Elementary School.
- *118-10 Public Safety and Transportation Committee Report re: Grant Submission: U.S. Department of Justice (DOJ) 2011 Edward Byrne Memorial JAG Grant Program.
- * 92-10 Contracts Committee Report re: Lease Agreement with Green Village Initiative, Inc. (GVI) for the contiguous City-owned property located at 1469 Reservoir Avenue and 20 Yaremich Drive. - *removed*
- *126-10(A) Contracts Committee Report re: Agreement with Cal Ripken, Sr. Foundation Inc. to create a Youth Development Park.
- *126-10(B) Contracts Committee Report re: Management and Operations Agreement with Cal Ripken, Sr. Foundation Inc. and Wakeman Boys and Girls Club.

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

Mayor Finch returned to item * 92-10 Contracts Committee Report re: Lease Agreement with Green Village Initiative, Inc. (GVI) for the contiguous City-owned property located at 1469 Reservoir Avenue and 20 Yaremich Drive.

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

Council member Walsh stated that he was still baffled by the item and the matter of placing a farm on a major thoroughfare in the city. He said he didn't have any qualms with the purpose of the project, but he had a problem with the developer not doing anything with the property for five to ten years. He said he had an issue with putting a farm there until that time. He further questioned how much tax revenue will be assessed when the property is fully developed; however, he didn't receive a clear answer. So he had a question of how much it will cost the taxpayer to do the project. He felt there was plenty of

other excess room in the city to put the farm. Overall, he had a problem with taking a piece of property associated with a developer name, but who has failed to do his job in the past is not supported by him at all.

**** MOTION PASSED WITH FOURTEEN VOTES IN FAVOR AND ONE VOTE IN OPPOSITION (COUNCIL MEMBER WALSH)**

MATTERS TO BE ACTED UPON:

115-10 Public Safety and Transportation Committee Report re: Reappointment of Thomas A. Lyons (D) to the Board of Police Commissioners.

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

Council member Brannelly, Co-chair of the Public Safety and Transportation Committee pointed out that item this item wasn't on the consent calendar because Co-chair Lyons had to abstain from the vote; otherwise, the vote was unanimous.

**** MOTION PASSED WITH FOURTEEN VOTES IN FAVOR AND ONE ABSTENTION (COUNCIL MEMBER LYONS)**

Other business:

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

Council member Walsh stated that the item to be referred concerned a grant to the Bridgeport Community Land Trust and the matter of the city not finalizing their end of the deal.

**** COUNCIL MEMBER WALSH MOVED TO REFER THE ITEM TO THE ECONOMIC and COMMUNITY DEVELOPMENT and ENVIRONMENT COMMITTEE
** COUNCIL MEMBER BRANNELLY SECONDED
** MOTION PASSED UNANIMOUSLY**

Other announcements:

Council President McCarthy wished Mayor Finch and all the candidates good luck on the primary election.

ADJOURNMENT

**** COUNCIL MEMBER BRANTLEY MOVED TO ADJOURN
** COUNCIL MEMBER BRANNELLY SECONDED
** MOTION PASSED UNANIMOUSLY**

The meeting adjourned at 7:40 pm.

Respectfully submitted,

Diane Graham
Telesco Secretarial Services

***113-10 Consent Calendar**

Abandonments of Ocean Place and Anthony Street
Associated with Improvements to Longfellow
Elementary School.

**Report
of
Committee
on**

Public Safety and Transportation

Submitted: September 19, 2011

Adopted: *Fleeta C. Hudson*

Attest: _____
City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

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

***113-10 Consent Calendar**

**RESOLUTION OF THE CITY COUNCIL
REGARDING THE
STREET ABANDONMENTS OF
OCEAN PLACE AND ANTHONY STREET
ASSOCIATED WITH THE
REDEVELOPMENT OF LONGFELLOW ELEMENTARY SCHOOL**

WHEREAS, the City of Bridgeport's School Building Committee ("SBC") has been charged with the redevelopment and restoration of the educational infrastructure of the Bridgeport School System; and

WHEREAS, the Master Plan of School Facilities has identified Longfellow Elementary School at 139 Ocean Terrace as being in need of substantial renovation and improvement; and

WHEREAS, the architects and planners have proposed a redevelopment plan for the school that necessitates the street abandonments of Ocean Place and Anthony Street in order to fully implement the proposed school improvements; and

WHEREAS, Ocean Place, located in front of the existing school, is not a significant thoroughfare in the city and Anthony Street, located to the rear/side of the school, was never built to City standards and has never been used for vehicular traffic; and

WHEREAS, the Board of Parks Commissioners has approved these street abandonments at their July 12, 2011 meeting; and

WHEREAS, the Planning & Zoning Commission has recommended a "positive" report as a part of their C.G.S. Sec. 8-24 review of the proposed abandonments; and

WHEREAS, the abandonment of these streets will contribute greatly to the enhancement of the educational facilities of the city of Bridgeport; Now, therefore, be it



Report of Committee on Public Safety and Transportation
***113-10 Consent Calendar**

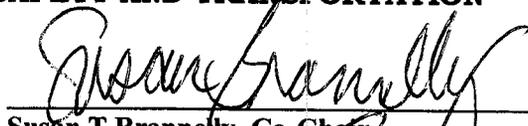
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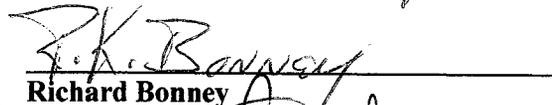
RESOLVED, that the Bridgeport City Council has determined that the proposed street abandonments of Ocean Place and Anthony Street are in the best interests of the City and hereby, approves of the abandonments; and be it further

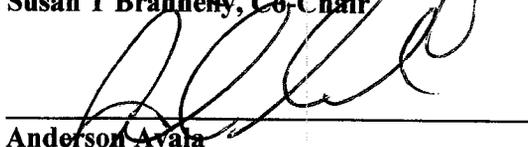
RESOLVED, that these street abandonments be forwarded to the "Special Committee" for their report which will then be returned to the City Council for a final approval.

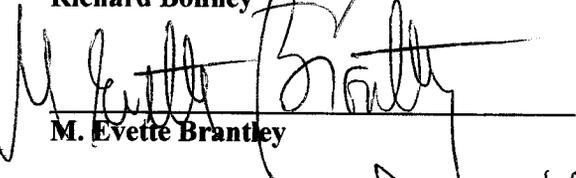
Respectfully submitted,
THE COMMITTEE ON PUBLIC SAFETY AND TRANSPORTATION

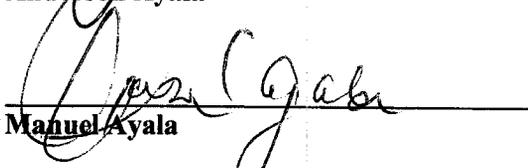

Michelle A. Lyons, Co-Chair


Susan T Brannelly, Co-Chair


Richard Bonney


Anderson Ayala


M. Evette Brantley


Manuel Ayala


Denese Taylor-Moye

City Council Date: September 19, 2011

***118-10 Consent Calendar**

Grant Submission: U.S. Department of Justice (DOJ)
2011 Edward Byrne Memorial JAG Grant Program.

**Report
of
Committee
on**

Public Safety and Transportation

Submitted: September 19, 2011

Adopted: _____

Attest: _____

Fleeta S. Hudson
City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport:

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

***118-10 CONSENT CALENDAR**

Whereas, U.S. Department of Justice 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. DOJ 2011 Edward Byrne Memorial Grant Program; and,

Whereas, financial assistance under this grant will be used to purchase of a roof structure/canopy and backstop/bullet trap for a modular shoot house and line of fire shooting range for the Bridgeport Police Department; 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. Department of Justice in an amount not to exceed \$248,305 for the purpose of providing the Police Department with equipment related to the shoot house and fire range for target shooting exercises; 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 U.S. Department of Justice to provide financial assistance and help the Police Department conduct necessary training exercises for its officers.
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the U.S. Department of Justice for the Edward Byrne Memorial Justice Assistance Grant Program, to provide such additional information and to execute such other contracts and documents as may be necessary under this program.

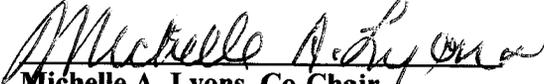


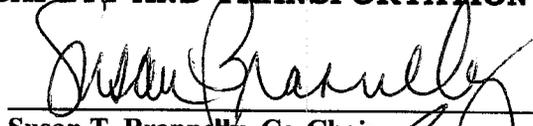
Report of Committee on Public Safety and Transportation
***118-10 CONSENT CALENDAR**

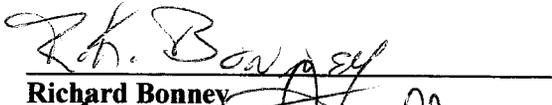
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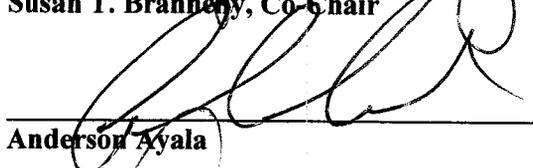
Respectfully submitted,

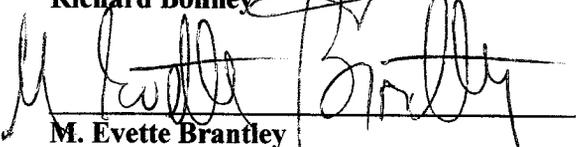
THE COMMITTEE ON PUBLIC SAFETY AND TRANSPORTATION

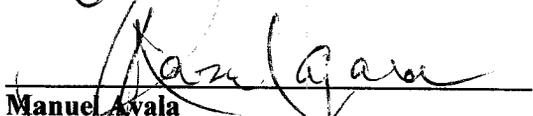

Michelle A. Lyons, Co-Chair

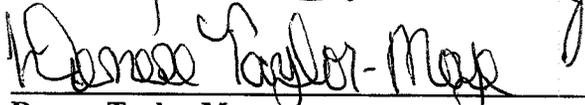

Susan T. Brannolly, Co-Chair


Richard Bonney


Anderson Ayala


M. Evette Brantley


Manuel Ayala


Denese Taylor-Moye

***92-10 Consent Calendar**

Lease Agreement with Green Village Initiative, Inc. (GVI) for the contiguous city-owned property located at: 1469 Reservoir Avenue and 20 Yaremich Drive.

**Report
of
Committee
on
Contracts**

Submitted: September 19, 2011

Adopted: _____

Fleeta C. Hudson

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:

***92-10 Consent Calendar**

A Resolution by the Bridgeport City Council
Regarding a Lease of Property to
Green Village Initiative, Inc.

WHEREAS, 1469 Reservoir Avenue and 20 Yaremich Drive ("the Properties") were previously acquired by the City of Bridgeport, acting through its Housing Site Development Agency; and

WHEREAS, the Properties were acquired for the primary purpose of the development of affordable housing, which remains the City's long-term plan; and

WHEREAS, POKO Partners, LLC, ("POKO") was the party selected through an RFP process to develop a mixed use project with affordable housing on the Properties; and

WHEREAS, in response to feedback to its initial development proposal, and other feedback from various neighborhood stakeholders, POKO made significant modifications to its initial development proposal, resulting in a project plan that is more ambitious in terms of what is ultimately to be constructed, and the financial subsidies that must be obtained; and

WHEREAS, those financial subsidies will likely need to include federal Low Income Housing Tax Credits, US HUD HOME funding, and other funding in the form of low interest loans and/or grants from the State of Connecticut and/or the Connecticut Housing Finance Authority; and

WHEREAS, the City of Bridgeport currently has multiple affordable housing projects underway with various for-profit and not-for-profit developers that are more advanced in the development or pre-development process, and will proceed prior to the development of affordable housing on the Properties for practical reasons; and

WHEREAS, Green Village Initiative, Inc. ("GVI"), is a volunteer-based grass roots non-profit organization established to engage in environmental and community change through local action; and

WHEREAS, GVI is establishing a Bridgeport Production Gardens Project intended to foster community spirit while providing healthy food and teaching homesteading/gardening to Bridgeport residents; and



Report of Committee on Contracts
*92-10 Consent Calendar

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WHEREAS, given their size, configuration, general location, and neighborhood context, the Properties have been identified as a favorable inaugural site for the Bridgeport Production Gardens Project; and

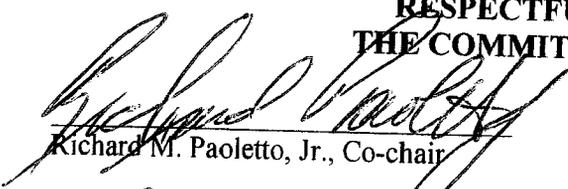
WHEREAS, the Bridgeport Production Gardens Project is a suitable and desirable interim use for the Properties until it can be dedicated to the permanent use that it was acquired for; and

WHEREAS, the City of Bridgeport will support GVI's Bridgeport activities in every practical way, including support for the Bridgeport Production Gardens Project; Now, therefore be it:

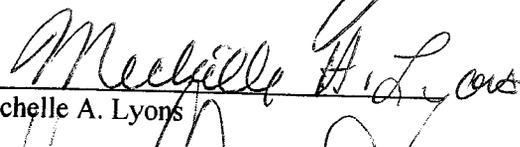
RESOLVED, that the City Council authorizes the Mayor to negotiate and execute a nominal five year lease for the Properties with GVI, with the discretion to extend the lease for an additional five years, subject to mutually acceptable terms; Further, be it

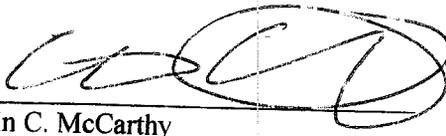
RESOLVED, that any lease entered into pursuant to this resolution shall have a provision, that for the period after the initial five years, the City has the unilateral right to terminate the lease on one year's notice to GVI, subject to the City's good faith effort to find a mutually agreeable replacement site for the remainder of the lease term.

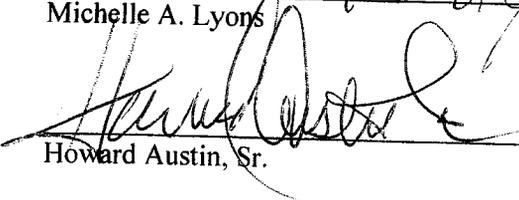
**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON CONTRACTS**


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

Council Date: September 19, 2011

**GREEN VILLAGE INITIATIVE, INC.
BRIDGEPORT PRODUCTION GARDENS PROJECT**

PROJECT SUMMARY

As part of our long-term plan and commitment to Bridgeport, we will construct and operate three 1-2 acre production gardens in Bridgeport. We will employ a Coordinator and Town Farmer full-time and 20 paid high school interns and produce the equivalent of 450 CSA half shares per week for five months per year for the community. In addition to these three Production Gardens, we will have built by year three 30 Bridgeport school gardens and several other gardens (such as at the Bridgeport Public Library) - so there will be a network of 40+ garden/farm operations in Bridgeport all supported/coordinated together. This will create a huge opportunity for community evolution and deep cultural shift - led by the staff, our local partners and committed working Board. We will create jobs, feed people, and build community - while building a simple durable urban farming model needed in Bridgeport and elsewhere.

We will raise \$150,000 to fund the project during the construction/startup phase - and thereafter the operation will be self-sufficient with one fund-raising party per year. Each garden costs \$25,000 to build and should generate revenue to cover direct costs (supplies, interns, etc.) - and the cost of the Coordinator and Town Farmer will be covered by an annual Harvest Festival Fundraiser. If projections are met, the entire operation will be breakeven after year three. This is our model working well at the Westport Town Farm. Main Street Resources (Dan's firm), which funded GVI at the outset and continues to be a major supporter, has committed \$50,000, and we are seeking \$75,000 from Newman's Own to be the major outside funding partner.

We will sell produce from a farm stand as requested by the Mayor and also offer a "market box" or CSA share. This is the most tangible/visible and community-building food distribution method for the surrounding area. But, in order to go deeper into the broader community and develop a more lucrative line of business, we will also offer retail sales to select local organizations such as restaurants and schools, particularly with the assistance of Ann Robinson of Bridgeport Community Capital Fund who has funded most of the new/cool restaurants in Bridgeport over the past 20 years. We will be flexible and opportunistic on distribution to test different strategies and learn as we go - with the goal of getting the most fresh food to the most needy people in the simplest most efficient manner.

The prior section details (1) the GVI core team that has built 15+ gardens and created the Westport Town Farm and other local food projects to date in partnership with many local organizations and utilizing/educating high school interns and (2) our relationships on the ground in Bridgeport across a wide range of functions and needs. It will be the responsibility of the Coordinator and Board to go deep into the community in terms of sourcing/overseeing interns, creating connection and relevance, maximizing the utilization/effect of the food, etc.

Our first location will be the 1.25 acre parcel at the corner of Reservoir and Yaremach. This site is high and sunny, already fenced with water available, and in a stable mixed neighborhood with close access to schools and housing projects, plus very visible from a highly trafficked road (for safety and marketing). We believe this is an ideal first location and we will start immediately on this property and search for our next two locations while building this out.

We have made a long-term commitment to Bridgeport. Our overarching goal is to cause tangible material improvement for the people who live there. While this project is a big step, for us it is just the next step.

**GREEN VILLAGE INITIATIVE, INC.
BRIDGEPORT PRODUCTION GARDENS PROJECT**

PROJECT SUMMARY BUDGET

Assumptions

Construction cost \$25,000 per garden.

Coordinator and Town Farmer cost \$75,000 per year (combined) including benefits.

Each garden has yearly direct costs of \$15,000 for interns and supplies.

Each garden will produce \$15,000 annual food sales.

Therefore, once the gardens are built and operating, each garden should cover its direct costs.

Harvest Festival fundraiser should raise \$40,000 - \$50,000 - \$75,000 years 1-2-3 and so cover the two staff positions year three and after.

So \$150,000 covers \$75,000 of construction costs plus interim working capital and losses during startup and while Harvest Festival revenue ramps up.

	Construction	Net Operating	Fundraising	Net
Year 1	(\$25,000)	(\$75,000)	\$40,000	(\$60,000)
Year 2	(\$50,000)	(\$75,000)	\$50,000	(\$75,000)
Year 3	- 0 -	(\$75,000)	\$75,000	- 0 -

Scaling: Note that we are looking at gardens of roughly 1-2 acres each and so there will be some "scaling" of expenses and revenue for different size gardens. Intern and other direct costs will range based on size of garden, as will produce revenue. We have assumed the gardens are 1.5 acres each and that with the scaling, independent of garden size, revenue will offset/fund direct expenses.

**GREEN VILLAGE INITIATIVE, INC.
BRIDGEPORT PRODUCTION GARDENS PROJECT**

GVI BOARD OF DIRECTORS

Dan Levinson, Co-Founder, Chair and President

Founder/Managing Partner, Main Street Resources. Director/supporter of various companies and nonprofits.

Monique Bosch, Co-Founder

Landscape designer. Has designed all GVI gardens in Bridgeport and Westport. Local Westport activist for decades leading many projects such as forming our CSA, getting 500+ clean energy signups, and the like.

Sherry Jaegeron, Co-Founder

Community Volunteer, voted "Most Conscious Citizen" in Westport last year.

Liz Milwe, Co-Founder

Banned plastic bags in Westport. Advises bag ban leaders and actively advocates for bag bans in other communities. Curator, *In the Bag* art exhibit. Representative, Westport Representative Town Meeting (RTM)

Eileen LavigneFlug, VP

Former corporate attorney for 15 years in Washington, D.C. and NYC; Deputy Moderator of Westport Representative Town Meeting.

Cathy Talmadge, Treasurer

Oversaw renovation of Wakeman Town Farm. Deep corporate background with emphasis on financial and operations. Representative, Westport RTM

Sophie Barnes

Community Volunteer.

Pippa Bell Ader

Community Volunteer, co-chair of Westport Neighbor-to-Neighbor energy challenge and past president of Westport League of Women Voters.

Dina Brewster

Director, The Hickories Farm – leader of the local food movement in Fairfield County.

David Brown, Sc.D.

Public Health Toxicologist, Environment and Human Health, Inc. published profession/scientists focusing for decades on environmental risks to children's health (such as asthma in Bridgeport).

Claire Carlson, Leader, Ridgefield GVI

Created Ridgefield GVI; is building edible gardens at all public schools in Ridgefield.

Stephen Edwards

Director of Public Works, Town of Westport, took lead on getting our entire community on single-stream recycling.

Lauren Fay

Leader, Weston GVI and professional marketing advisory to legal firms.

Sal Gilbertie

Owner, Gilbertie's Herb Gardens, published author and patent holder – all in the local food movement.

Kevin Green, PhD

Representative, Westport RTM and clean energy specialist.

John Horkel

Executive Director, Earthplace (Westport's nature center and school with 1000+ family members on 75 acres).

Amy Kalafa

Filmmaker; Producer, *Two Angry Moms* and leader in the edible school garden movement.

Melissa Kane

Entrepreneur, Leader of GVI's Connecticut Local Action Guild and Director, Westport Public Library.

Gareth Lindsey-Noble

Green Entrepreneur, inventor and soon to be famous healthy chef.

Peter McCrea

Relationship Manager, Foundation Source.

Deirdre Price, Events and Marketing

GVI events and fundraiser coordinator and creator of all collateral material and web site. Education Committee Member, Westport Arts Center.

Ted Sullivan

Board of Directors, Connecticut Fund for the Environment; Executive Vice President, PIMCO.

Karen Sussman, Project Leader, Bridgeport Gardens

Leader of Bridgeport Garden Program. MBA, teacher and past member of Fairfield RTM.

Peter Wormser, AIA

Architect, Wormser + Associates. Led renovation of Westport Town Farm, Sherwood Island Nature Center, and other similar projects.

Marty Yellin

Chair of Westport Conservation Commission after a career in engineering and operations (was responsible for planning construction of the Hubble Space Telegraph).

***126-10 (A) Consent Calendar**

Agreement with Cal Ripken, Sr. Foundation, Inc to create a Youth Development Park.

**Report
of
Committee
on
Contracts**

Submitted: September 19, 2011

Adopted: Fleeta S. Hudson

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:

***126-10 (A) Consent Calendar**

WHEREAS, the Cal Ripken, Sr. Foundation is working in local communities across the country to develop and construct synthetic-surface parks. These multi-purpose, low maintenance facilities serve as outdoor classrooms designed to provide recreational, educational, and athletic experiences for youth who desperately need a guiding hand. These parks will not only help fill a critical void, but help transform communities where the need is so great; and

WHEREAS, the Foundation seeks to work with the City and local community-based organizations as part a joint effort to construct a local Youth Development Park at the site of City-owned Longfellow Park in the West Side of the City; and

WHEREAS, the Foundation and the City have agreed to raise the necessary funding to construct a Youth Development Park; and

WHEREAS, the City has agreed to contribute \$500,000 to the construction of the Youth Development Park and the Foundation has raised the necessary additional private funds to meet the agreed budget for the design, permitting, construction and initial equipment needs of the Park; and

WHEREAS, the Foundation and the City have agreed to a conceptual plan for the Youth Development Park and shall agree to the final design that incorporates appropriate signage designating it as another Cal Ripken, Sr. youth development park similar to other parks that the Foundation has sponsored and constructed; and

WHEREAS, the design includes a synthetic surface baseball-softball field that can also accommodate youth soccer, a play area for younger children, and a walking path for passive exercise on the perimeter of the Park for use by senior citizens and other adults; and

WHEREAS, the Foundation has agreed to construct the Youth Development Park in accordance with the Approved Plans and the Approved Budget and, upon the issuance of a certificate of occupancy for the Youth Park, the Foundation has further agreed to donate to the City the improvements constituting the Youth Development Park for use in accordance with this Agreement; and

WHEREAS, the City, through its Board of Parks Commissioners, approved a resolution on May 6, 2011 designating Longfellow Park between Ocean Terrace and St. Stephen's Road, Bridgeport, C as the location for the Youth Development Park; and



Report of Committee on Contracts
*126-10 (A) Consent Calendar

-2-

WHEREAS, the Bridgeport Parks and Recreation Department, will have general oversight of the Youth Park, including approval of scheduling, youth and youth groups to be served, program components, security, maintenance and repair; and

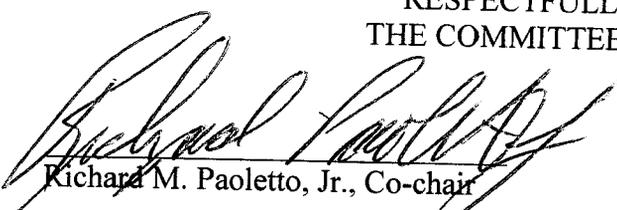
WHEREAS, the City of Bridgeport shall have primary responsibility for maintaining and repairing the Youth Development Park; and

WHEREAS, the Foundation and the City have approached the Wakeman Boys' and Girls' Club of Southport, Connecticut, a not-for profit club dedicated to youth development through educational and recreational activities, to operate the facility under the terms and conditions of an operating agreement pursuant to which the Wakeman Club will become the day-to-day operator working with the Bridgeport Parks and Recreation Department to coordinate activities and users, including but not limited to programs for Bridgeport youth operated by the Wakeman Club, the Parks and Recreation Department, and the Foundation; Now, therefore be it

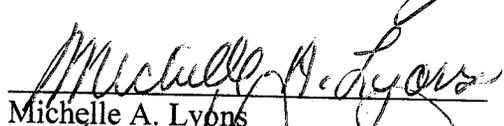
RESOLVED, that the Agreement to Create a Youth Development Park submitted herewith is approved substantially in the form presented; and be it further

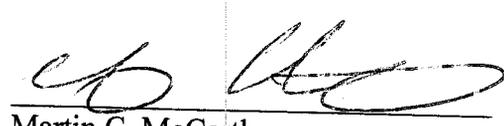
RESOLVED, that the Mayor or his designee are each hereby authorized to take all necessary actions and do all necessary things in furtherance of this resolution and the aforesaid agreement.

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

Agreement to Create a Youth Development Park

AGREEMENT between **Cal Ripken, Sr. Foundation, Inc.**, a not-for-profit corporation organized under the laws of the State of Maryland, having a principal place of business at 1427 Clarkview Road, Suite 100, Baltimore, MD 21209 ("**Foundation**") and the **City of Bridgeport**, a municipal body corporate and politic, having a principal address at 45 Lyon Terrace, Bridgeport, CT 06604 ("**City**").

WHEREAS, the Foundation is working in local communities across the country to develop and construct synthetic-surface parks. These multi-purpose, low maintenance facilities serve as outdoor classrooms designed to provide recreational, educational, and athletic experiences for kids who desperately need a guiding hand. These parks will not only help fill a critical void, but help transform communities where the need is so great. A Youth Development Park Case Statement is attached hereto as **Addendum No. 1**;

WHEREAS, the following Core Project Partner Requirements ("**Partner Requirements**") reflect the elements that must exist between the Foundation, the City and local community based organizations as part a joint effort in the creation of a local Youth Development Park ("**Youth Park**") at the Project Site (as hereinafter defined);

WHEREAS, the Foundation and the City have agreed to develop and finance the Youth Park;

WHEREAS, the City has committed \$500,000 to the construction of the Youth Park and the Foundation has committed to raise sufficient additional private funds to meet the agreed budget for the construction and initial equipment needs of the Youth Park which shall be attached hereto as **Addendum No. 6 ("Approved Budget")**;

WHEREAS, the parties have agreed to a conceptual plan for the Youth Park and shall approve the final design and construction plans prepared by the Foundation which plans shall be attached hereto or incorporated herein by reference as **Addendum No. 7 ("Approved Plans")**;

WHEREAS, the Foundation has agreed to construct the Youth Park in accordance with the Approved Plans and the Approved Budget and, upon the issuance of a certificate of occupancy for the Youth Park, the Foundation has further agreed to donate the Youth Park to the City for use in accordance with this Agreement;

WHEREAS, the City, through its Board of Parks Commissioners, approved a resolution on May 6, 2011 attached hereto as **Addendum No. 4** designating City-owned Longfellow Park between Ocean Terrace and St. Stephen's Road, Bridgeport, CT (the "**Site**" or "**Project Site**") as the location for the Youth Park;

WHEREAS, the City, through the Bridgeport Parks and Recreation Department, will have general oversight of the Youth Park, including approval of scheduling, youth and youth groups to be served, program components, security, maintenance and repair; and

WHEREAS, the Foundation and the City have approached the Wakeman Boys' and Girls' Club of Southport, Connecticut, a not-for profit club dedicated to youth development

through educational and recreational activities (“**Wakeman Club**”) and the City and the Wakeman Club will mutually agree to the terms and conditions on which the Wakeman Club will become the day-to-day operator (“**Operator**”) of the Youth Park under an operations and management agreement (“**Operations Agreement**”) that will be attached hereto and made a part hereof as **Addendum No. 3**, but the City will act as Operator until an agreement with the Wakeman Club or another not-for-profit youth development club is reached.

NOW, THEREFORE, the parties agree, for good and valuable consideration each received from the other, as follows:

1. **Purpose.** The Youth Park will be designed and used primarily for the purpose of fulfilling the mission of the Foundation set forth and described on **Addendum No. 2** attached hereto (“**Mission Statement**”) and, to the extent not contrary to the mission of the Foundation, the respective missions of the Wakeman Club and the City’s Board of Parks Commissioners.

2. **Demonstrated Need; Community Support.** The Youth Park has a demonstrated community need and has been embraced and supported by community leaders.

3. **Roles of the Parties.** The City will serve as the Foundation’s lead partner in the development, financing, programming, security, operation and maintenance of the Youth Park. The Foundation and the City will enter into a binding “Deed of Easements, Covenants and Restrictions” in substantially the form attached hereto as **Addendum No. 5** (the “**Restrictive Covenant**”). The Restrictive Covenant describes the rights and obligations of the Foundation, the City and the Wakeman Club, and their respective successors and assigns, and addresses in additional detail the matters described in this document. The Restrictive Covenant will govern the Youth Park for an extended period of time, generally covering the useful life of the initial project improvements. The Restrictive Covenant must be fully executed and the City will record a memorandum of such Restrictive Covenant in the Bridgeport Land Records promptly after this Agreement is executed.

4. **Approved Site; Consent to Relocation.** The Foundation and the City have agreed to the use of the Site and the Foundation will have the right to approve any subsequent transfer of the Site and the improvements constituting the Youth Park, which right of approval will not be unreasonably withheld or delayed so long as the Youth Park continues to operate in compliance with this Agreement.

5. **Funding.** The City has contributed \$500,000.00 for the construction of the Youth Park (“**City Contribution**”). The Foundation will serve as the fiscal agent during the capital campaign to raise sufficient funds in excess of the City Contribution to fund the balance of the development and construction costs of the Youth Park as set forth in the Approved Budget, which costs shall include, but not be limited to, hard and soft costs (including all project management fees owed to the Foundation), permit fees and costs, a project contingency fund, insurance and construction bonding, a completion guaranty, and cost overruns caused by the Foundation. All funds raised by the Foundation will be directed to the Foundation, which shall serve as steward of such funds for the project. The Foundation agrees that the City Contribution will be used for capital expenditures related to the construction of the Youth Park. In the event that the development and construction costs of the Youth Park exceed the Approved Budget amount due to unknown subsurface conditions, contamination, casualties or natural disasters that are not otherwise covered by the

Foundation's or its contractor's insurance proceeds ("Unexpected Events"), and such cost increase is not due to any action or inaction on the part of the Foundation or its contractor, the parties agree that such Unexpected Events shall constitute events of force majeure under this Agreement, and the City agrees to either address such Unexpected Events promptly with its own forces or contractors or shall fund the increase in costs resulting therefrom.

6. **Project Manager.** The Foundation shall serve as the project manager during the design, permitting and construction phases for the Youth Park until a certificate of occupancy is issued.

7. **Conceptual Design; Approval of Final Design; Bidding.** With input from the City, the Foundation will create a conceptual design of the Youth Park and present recommendations to the City for its feedback and approval. The design will incorporate high-quality design features including, but not limited to, the use of synthetic turf. Following agreement on the Approved Plans, the Foundation, as Project Manager, will take reasonable steps to seek competitive bids for subcontracting work other than the installation of the AstroTurf® artificial turf and related features and will not discriminate on the basis of race, creed, color, gender, disability, sex, sexual orientation and the like.

8. **Use of Local Vendors; Bridgeport Residents.** With the exception of core providers with whom the Foundation has a relationship, such as the manufacturer or AstroTurf®, the Foundation and its contractors will use reasonable efforts to utilize qualified local services, subcontractors and vendors, and will use reasonable efforts to employ Bridgeport residents wherever practical and feasible.

9. **Initial and Future Funding.** The parties intend the operation of the Youth Park to be financially sound and will cooperate with each other to develop and commit to sustainable program/operational support from the local community, including corporate and private donors. Notwithstanding the preceding sentence, the City acknowledges and agrees that it is responsible for the costs of maintenance of the Youth Park during the term of this Agreement.

10. **Donation of Youth Park.** Upon the completion of construction of the Youth Park and the issuance of a certificate of occupancy, the Foundation agrees to donate the Youth Park and all improvements made to the Property to the City of Bridgeport for uses consistent with this Agreement.

11. **Foundation Logo.** The parties agree that, if the Foundation requests, its logo will be prominently featured at the Youth Park and on collateral materials and its logo will be maintained in accordance with the Foundation's reasonable standards. The Foundation will have sole and complete control over the use of its intellectual property, including, but not limited to, program materials and related signage.

12. **Operational Requirements.** Among other requirements set forth in the Operating Agreement between the City and the Wakeman Club, this project must conform to the following operating protocols:

(a) The City must operate and maintain the Youth Park to a high standard, including institution of a long-term security, operation, upkeep, and maintenance program consistent with Foundation standards;

(b) The programming for the Youth Park shall utilize baseball and softball-themed programs, and other youth programming acceptable to the Foundation, to meet youth development needs including fitness and character development, although the Youth Park may incorporate other community-based uses such as school recreation programs, exercise stations, a senior walking path, a childrens' play area, and the like;

(c) The programming shall also include Foundation programs as appropriate.

(d) The City shall incorporate into the programming for the Youth Park other uses identified by the local community that will enhance the Youth Park as a safe haven for at-risk youth to participate in a variety of programs, including non-athletic programs; and

(e) As necessary and requested by the Foundation, the City and the Wakeman Club shall make available to the Foundation during normal business hours at a location in Bridgeport, Connecticut, all records created for and related to the Youth Park, including but not limited to, facility records, program records, maintenance records, and related business records.

IN WITNESS WHEREOF, the Parties have caused these presents to be executed and sealed as of the day and year first above written.

THE OWNER:

CITY OF BRIDGEPORT

By: _____
Bill Finch, Mayor

Date: _____

STATE OF CONNECTICUT)
)
COUNTY OF FAIRFIELD)

SS.:

At: Bridgeport

I hereby certify that on this ____ day of _____, 2011, before me, the subscriber, personally appeared Bill Finch, who acknowledged himself to be the Mayor of the City of Bridgeport and he acknowledged the execution of the foregoing instrument to be his free act and deed in such capacity and the free act and deed of the City.

Witness my hand and Seal.

My Commission expires: _____

Notary Public
Commissioner of the Superior Court

THE FOUNDATION:

CAL RIPKEN, SR. FOUNDATION, INC.,

By: _____ (SEAL)
Steve Salem, Executive Director

Date: _____

STATE OF MARYLAND)
) SS.:
CITY/COUNTY OF BALTIMORE)

I hereby certify that on this ____ day of _____, 2011, before me, the subscriber, a Notary Public in and for the State and City/County aforesaid, personally appeared Steve Salem, who acknowledged himself to be the Executive Director of **CAL RIPKEN, SR. FOUNDATION, INC.**, a Maryland corporation, and s/he acknowledged the foregoing instrument to be the act of said corporation.

Witness my hand and Notarial Seal.

My Commission expires: _____

Notary Public

Addendum No. 1
to
Agreement to Create a Youth Development Park
Core Project Partner Requirements

National Youth Development Park Case Statement

The Need:

In many communities nationwide where crime rates are highest and the need is greatest, children are often denied opportunities to participate in instructional or competitive after-school programs; or simply a safe place to play. Young people are consistently denied access to mentors or coaches who care about their well-being and success. Many urban ball fields and parks have deteriorated after decades of neglect, are overrun with trash, and are frequently used as a market place for criminal activity. Those growing up in such disinvested neighborhoods often experience high rates of negative and delinquent behavior, learning disabilities, physical health problems, and feel little hope for the future.

The Solution:

To help address these problems, and provide a positive supportive environment for children, the Cal Ripken, Sr. Foundation is working in local communities across the country to develop and construct synthetic-surface Youth Development Parks. These multi-purpose, low maintenance facilities serve as outdoor classrooms designed to provide recreational, educational, and athletic experiences for kids who desperately need a guiding hand. These Parks will not only help fill a critical void, but help transform communities where the need is so great.

One of the keys to success will be our partnership with existing organizations within these communities. Partnering with the likes of Boys & Girls Clubs, YMCA's, Parks & Recreation, and inner-city schools, where these young people are attending on a daily basis, gives us "standing" so that we are not seen as outsiders coming to solve "someone else's problem" -- a longstanding challenge for national organizations in the past. In addition we have the strength of the Ripken name to foster trust in these communities. Few people today are more trusted and supported than Cal.

Upon completion of each Park, the Cal Ripken, Sr. Foundation will gift the field to that community, and to the local program partner, where thousands of youth will have daily access, and ownership of their beautiful new park.

**Addendum No. 2
to
Agreement to Create a Youth Development Park**

CRSF Mission Statement

The Cal Ripken, Sr. Foundation helps build character and teach critical life lessons to disadvantaged young people living in America's most distressed communities through baseball and softball themed programs.

Addendum No. 3
to
Agreement to Create a Youth Development Park
Operations and Management Agreement
Between City of Bridgeport and Wakeman Boys & Girls Club

[TO BE ADDED AFTER EXECUTION THEREOF]

Addendum No. 4
to
Agreement to Create a Youth Development Park

RESOLUTION APPROVED MAY 6, 2011 BY
CITY OF BRIDGEPORT
BOARD OF PARKS COMMISSIONERS

WHEREAS, the Cal Ripken, Sr. Foundation, a not-for-profit corporation ("Foundation") is interested in constructing a youth development park ("Youth Park") at Longfellow Park in the West Side of Bridgeport similar to numerous other youth development parks that it is planning or constructing in other cities;

WHEREAS, the Foundation expects to raise a total of \$1.2 million, inclusive of a \$500,000 match from the City of Bridgeport, that will be sufficient to construct the Youth Park and to provide for initial equipment and operating costs;

WHEREAS, the Foundation has approached and Wakeman Boys & Girls Club ("Wakeman") has agreed to become involved in the operation of the Youth Park, which will continue to remain under the jurisdiction and control of the Board of Parks Commissioners ("Commission");

WHEREAS, the Foundation and the Commission intend to enter into a development agreement ("Development Agreement") to provide for the design and construction of the Youth Park, the use of funds, and the commencement of operations in 2011;

WHEREAS, the Foundation, the Commission and Wakeman intend to enter into an operating agreement ("Operating Agreement") that will provide for the scheduling and coordination of annual use, maintenance and repair of the Youth Park on an ongoing basis, and the like; and

WHEREAS, the Commission supports the use of Longfellow Park for the creation of the Youth Park.

NOW, THEREFORE BE IT:

RESOLVED, that Longfellow Park shall be used for purposes of a Youth Park similar to other such parks built or to be built by the Foundation to be constructed in Longfellow Park for Bridgeport residents and other users that the Commission approves pursuant to the terms of a Development Agreement to be entered into by the Foundation and the Commission;

FURTHER RESOLVED, that the Commission is willing to enter into an Operating Agreement among the Foundation, the Commission, and Wakeman for a period of 20-years, with extensions of the term provided on conditions deemed mutually agreeable by all parties;

FURTHER RESOLVED, that the Commission shall continue to have authority over Longfellow Park, its use, maintenance, operation, security and the like and agrees to work with Wakeman and the Foundation to coordinate and schedule programs for Bridgeport youth, Bridgeport

residents and resident organizations such as, for example, the Black Rock Little League, the Bridgeport Recreation Department, the Board of Education and such other users as the Commission shall approve;

FURTHER RESOLVED, that the Director of Parks and Recreation, acting on behalf of the Commission, is authorized to execute a Development Agreement and an Operating Agreement related to the Youth Park, and is further authorized to take all necessary actions and do all necessary things to finalize an arrangement for the future use of Longfellow Park for the Youth Park consistent with the following general terms and conditions;

Proposer: Cal Ripken, Sr. Foundation

Project: Construction of a youth development park in Longfellow Park, Ocean Terrace, Bridgeport, CT

Funding: Joint funding of \$1.2 million, inclusive of \$500,000 City match

City Match: Neighborhood Revitalization Zone funds for beautification, which includes field renovation

Scope: Construction of a baseball field, a walking track for senior citizens, bathroom facilities, a children's playscape, landscaping, etc., at a cost to construction of approximately \$1.2 million

Property Owner: City of Bridgeport

Park Jurisdiction: City of Bridgeport Board of Parks Commissioners

Operator: Wakeman Boys & Girls Club

Users: Exclusive daytime use on weekdays for Longfellow Elementary School; Commission to determine and approve and Wakeman to coordinate non-school hour weekday and weekend usage between and among Wakeman programs, BOE programs, Bridgeport youth organizations, City Recreation Department, and other users; annual schedule of events and users to be submitted annually to Commission for approval

Development Agreement: City and Foundation will enter into a Development Agreement providing for the construction of the Youth Park by the Foundation, and the Foundation agrees to utilize Bridgeport

minority business enterprises and local residents as reasonable and feasible

Operating Agreement:

Commission, Foundation and Wakeman will enter into an operating agreement relating to the operation, use, scheduling, maintenance, repair and security of the Youth Park, including the creation of a capital reserve fund; Foundation will provide initial operations funding within the initial \$1.2 million budget; Wakeman will provide and develop programs, provide equipment, and seek funding for ongoing operations; Foundation will work with Wakeman on future fundraising for operations; the Operating Agreement will be for an initial term of twenty (20) years, with the possibility for extensions on terms mutually agreed by all parties

Completion:

Summer or fall of 2011 depending on completing initial fundraising and obtaining necessary permits and approvals

Addendum No. 5
to
Agreement to Create a Youth Development Park

RESTRICTIVE COVENANT

THIS DEED OF EASEMENTS, COVENANTS AND RESTRICTIONS (this "Agreement") is made as of the ____ day of _____, 2011, by and between **CITY OF BRIDGEPORT**, a municipal body corporate and politic, having an address at 45 Lyon Terrace, Bridgeport, CT 06604 (the "**City**" or "**Owner**"), and **CAL RIPKEN, SR. FOUNDATION, INC.**, a Maryland corporation, having a principal place of business at 1427 Clarkview Road, Suite 100, Baltimore, MD 21209 (the "**Foundation**"). Owner and Foundation are sometimes referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH

WHEREAS, the Owner is the owner in fee simple title of that certain piece or parcel of land known as Longfellow Park in the City of Bridgeport more particularly described in **Exhibit A** annexed hereto (the "**Property**");

WHEREAS, by virtue of that certain Agreement to Create a Youth Development Park between the Parties dated _____, 2011 ("**Development Agreement**"), a notice of which has been recorded in the Bridgeport Land Records pursuant to the authority granted under Section 47-19 of the Connecticut General Statutes, the Owner and the Foundation desire that the Parties raise sufficient funds to ensure the construction of a youth park, that the Foundation oversee the design and construction of a youth park as a youth-development baseball/softball themed complex on the Property (the "**Youth Park**"), that the Foundation donate the Youth Park and all improvements made to the Property upon completion to the City of Bridgeport for uses consistent with the Development Agreement, and that the Owner operate and manage the Youth Park in partnership with an existing local youth development organization approved by the Parties.

NOW THEREFORE, in consideration of the mutual covenants and agreements of the Parties, and for other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, it is agreed as follows:

1. **Term of Agreement; Renewal.** The initial term hereof (the "**Term**") shall commence on the date hereof (the "**Commencement Date**"), and shall end, unless earlier terminated pursuant to the terms hereof, at midnight twenty (20) years after the Completion Date (defined below) (the "**Expiration Date**"), unless earlier terminated or unless extended by mutual agreement of the Parties. Subsequent to the Expiration Date, for so long as the Foundation (or an affiliate of the Foundation) is conducting programs consistent with this Agreement and the Foundation's stated mission of helping to build character and teach critical life lessons to at-risk youth through baseball and softball-themed programs (the

“**Mission**”), this Agreement shall automatically renew on a year-to-year basis, effective as of the Expiration Date, and annually thereafter unless terminated in accordance with this Agreement. The foregoing notwithstanding, the Foundation may terminate this Agreement after the Expiration Date by written notice to the Owner given no later than six (6) months before the next succeeding anniversary of the Expiration Date unless the Parties have mutually agreed in writing to extend the Initial Term of this Agreement, notice of which shall also be recorded in the Bridgeport Land Records.

2. **Construction of Improvements.**

(a) **Adequate Funding.** The Foundation’s obligation to prepare the Plans and construct the Improvements (each as hereinafter defined) is subject to the condition precedent that the Owner shall have obtained and committed the portion of funding it has agreed to fund for the construction of the Project and the Foundation shall have obtained and committed the portion it has agreed to fund for the construction (collectively, the “**Funding**”) in such amount as the Foundation shall deem adequate to construct the Project based on the Foundation’s design and construction cost estimates for the Improvements and all “soft costs” related thereto (“**Budget**”) and the Conceptual Plan (as hereinafter defined) for the Youth Park, copies of which shall be promptly provided to Owner initially and whenever they are substantially amended. If the Foundation has not obtained the Funding by December 31, 2011, the Foundation may, at its sole option, terminate this Agreement by giving written notice to the Owner, in which event this Agreement shall be cancelled, the Owner and the Foundation shall have no further rights or obligations under this Agreement except for those obligations that are stated to survive termination, all Funds contributed by the Owner shall be returned to it promptly, and the Foundation shall be entitled to retain any balance of the Funds. The Foundation shall not commence the construction of the Improvements prior to the satisfaction of this condition precedent related to Funding, unless otherwise agreed to by the Foundation in writing. The Foundation agrees that any monies distributed by the Owner shall be used exclusively for capital expenditures related to the Youth Park.

(b) **Plans.** The Owner has previously approved the conceptual design plan (the “**Conceptual Plan**”) for the Project provided by the Foundation, a copy of which is attached hereto as **Exhibit B**. Upon the Foundation’s having obtained the Funding (or earlier in the Foundation’s sole discretion), the Foundation shall prepare the architectural plans, construction documents and drawings and such other documents needed for the design and construction of the Improvements (the “**Plans**”), substantially consistent with the Conceptual Plan, and shall provide copies thereof to the Owner for its input. The Owner shall have the right to review the Plans and to provide the Foundation with comments and suggested changes thereto, however, the Owner shall have no right to require the Foundation to make any changes to the Plans.

(c) **Permits.** The Foundation shall, at its sole cost and expense, obtain all requisite licenses, permits and other approvals for the construction of the Improvements on the Property (collectively, the “**Permits**”) from the applicable authorities and the Owner will assist the Foundation and support its Permit applications. The Foundation’s obligation to construct the Improvements is subject to the condition precedent that the Foundation shall have obtained all of the Permits. If the Foundation has not obtained the Permits by July 31, 2012, then the Owner and the Foundation shall each have the right to terminate this Agreement by giving written notice to the other, in which event this Agreement shall be cancelled, and the Owner and the Foundation shall have no further rights or obligations under

this Agreement except for those rights or obligations that are specifically stated to survive termination set forth herein. Additionally, the Owner shall, at its sole cost and expense, execute and deliver any and all public utility easements and other such instruments that may be required to construct and operate the Improvements.

(d) Construction. Provided that the Foundation first obtains all Permits and obtains the Funding, the Foundation shall cause to be constructed upon the Property the site improvements (including, but not limited to, grading, installation of storm water management facilities, utilities, and other infrastructure work), buildings, structures, and other improvements comprising the Project as shown in the approved Plans (collectively, the “**Improvements**”). Such construction shall commence within sixty (60) days after the later to occur of the date that the Foundation has obtained all Permits or the date that the Foundation has secured the Funding. The Foundation shall complete the construction of the Improvements and achieve Substantial Completion (defined below) within one hundred eight (180) days after the issuance of a building permit; provided, however, that should there exist any unknown subsurface conditions, contamination, casualties or natural disasters that are not otherwise covered by the Foundation’s or its contractor’s insurance proceeds (“**Unexpected Events**”) which causes any delay of the construction, then the date for Substantial Completion shall be extended under the provisions of Force Majeure for such period of time until the City has corrected the hindering condition. As used herein, the term “Substantial Completion” shall mean the stage in the progress of the Improvements when the Improvements or designated portion thereof are sufficiently complete in accordance with the Plans such that they may be utilized for their intended use.

(e) Construction Easement. The Owner does hereby grant and convey to the Foundation, its agents, contractors, employees, successors and assigns, a non-exclusive easement and right of ingress and egress to access the Property during the Initial Term and any extension of the Initial Term agreed to by the Parties for the performance of the Foundation’s obligations described herein, and for the performance of the Foundation’s further obligations under this Agreement.

(f) Other Approvals. The Foundation shall, , with the Owner’s cooperation, including but not limited to the execution of applications for such approvals, request and obtain any and all other approvals, consents, and other conditions precedent to the development of the Project as contemplated by this Agreement, whether pursuant to any instrument of record or otherwise binding upon the Property, if any. The Foundation, as a part of its preparation of the Plans, shall prepare and provide the Owner with all documents and drawings required in connection with the Foundation’s obtaining such approvals and consents.

(g) Insurance. The Foundation shall be required to obtain and maintain the following insurance coverages:

Commercial General Liability (occurrence form) insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen solely out of operations conducted by the Foundation at the Property. Coverage shall include contractual liability with limitations of \$5,000,000 for each occurrence/aggregate with a combined single limit for bodily injury and personal injury.

Business Automobile Insurance insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of the use of owned, hired or non-owned vehicles in connection with business. Coverage will be broad enough to include contractual liability, with limitations of \$1,000,000 combined primary and excess coverage for each occurrence/aggregate with a combined single limit for bodily injury, personal injury and property damage.

Builder's Risk Comprehensive Insurance, effective upon commencement of the construction of any Improvements at the Property, with endorsements for fire, extended coverage, and vandalism insurance, in an amount sufficient to comply with the co-insurance clause applicable to the location and character of the Property and the Improvements, and in any event, in amounts not less than one hundred (100%) percent of the fair market value of the Property and Improvements. For the purpose of this paragraph, the aforesaid policy of Builder's Risk Comprehensive Insurance, if carried by the general contractor who has contracted to construct the Improvements (as evidenced by a copy of the policy affording such coverage or a certificate of insurance evidencing the same and containing all of the requirements for insurance set forth herein), need not be carried by the Foundation.

Workers' Compensation insuring in accordance with statutory requirements in order to meet obligations towards employees in the event of injury or death sustained in the course of employment. Liability for employee suits shall not be less than \$500,000 per claim.

General requirements. All policies shall include the following provisions:

Cancellation notice—Owner shall be entitled to receive from the Foundation or the Foundation's insurance carriers not less than 30 days' written notice of cancellation or non-renewal to be given to Owner at the address for notice set forth in this Agreement.

Certificates of Insurance—All policies will be evidenced by a certificate of insurance on an ACORD 25S form authorized and executed with the original signature or official stamp of the insurer or a properly-authorized agent or representative thereof reflecting the Owner's status as an additional insured party by endorsement and further evidencing all coverages required.

Additional insured—In instances where the Owner has an insurable interest in the Property and the Owner has given prior written notice to the Foundation of such insurable intent, the Foundation will arrange with its respective insurance agents or brokers to name the Owner as an additional insured party by endorsement on all policies of primary and excess insurance coverages. The Foundation shall submit to the Owner upon execution of this Agreement and periodically thereafter, evidence of the continuing existence of the required insurance in the form required hereby. Such certificates shall specifically designate the Owner in the following form and manner:

City of Bridgeport, its elected and appointed officials, officers, department heads, employees, agents, servants, successors and assigns, ATIMA

45 Lyon Terrace
Bridgeport, Connecticut 06604

(h) Removal of Liens. In the event any mechanic's or materialmen's lien shall at any time be filed against the Property allegedly by reason of work, labor, services or materials performed or furnished to the Foundation for work or materials performed or used with respect to the Project, the Foundation shall within ten (10) business days cause the same to be discharged or bonded.

(i) Force Majeure. The Parties hereto, respectively, shall not be in default of this Agreement if either is unable to fulfill, or is delayed in fulfilling, any of its obligations hereunder, or is prevented or delayed from fulfilling its obligations, in spite of its employment of best efforts and due diligence, as a result of natural disasters, catastrophic events, casualties to persons or properties, war, governmental pre-emption in a national emergency, enactment of a law, rule or regulation or a change in existing laws, rules or regulations which prevents any Party's ability to perform its respective obligations under this Agreement, or actions by other persons beyond the exclusive control of the Party claiming hindrance or delay. If a Party believes that a hindrance or delay has occurred, it shall give prompt written notice to the other Party of the nature of such hindrance or delay, its effect upon such Party's performance under this Agreement, the action needed to avoid the continuation of such hindrance or delay, and the adverse effects that such hindrance or delay then has or may have in the future on such Party's performance. Notwithstanding notification of a claim of hindrance or delay by one Party, such request shall not affect, impair or excuse the other Party hereto from the performance of its obligations hereunder unless its performance is impossible, impractical or unduly burdensome or expensive, or cannot effectively be accomplished without the cooperation of the Party claiming delay or hindrance. The occurrence of such a hindrance or delay may constitute a change in the obligations of the Parties or compensation, for example, and may result in the need to modify the Agreement accordingly.

(j) Donation. The Foundation agrees that, upon completion of the construction of the Youth Park and all improvements related thereto and issuance of a certificate of occupancy, it will donate the Youth Park and all improvements to the Owner to be used consistent with the Development Agreement and this Agreement.

3. Representations and Warranties.

(a) By the Owner. The Owner hereby represents and warrants that:

(i) the Owner has the full right and legal authority to enter into this Agreement;

(ii) the Owner owns good and marketable fee simple absolute title to the Property, free and clear of all contracts, agreements, leases, tenancies, occupancies, covenants, restrictions, liens, violations, encumbrances or defects in title of any kind or nature whatsoever;

(iii) no easements are required for vehicular and pedestrian access to and from the Property and the Property has a means of ingress and egress directly to and from each public roadway abutting the Property;

(iv) there are no violations of any zoning or building laws which affect the Property or the use thereof for the Project;

(v) neither the Owner nor any other person or entity, has caused or permitted the generation, treatment, storage, disposal or release of Hazardous Materials in, on or under the Property, and the Owner knows of no violation or alleged violation of any Environmental Laws (defined below), at, to, or from the Property. For purposes of this Agreement, the term "Hazardous Materials" shall mean any oil, flammable explosives, asbestos, urea formaldehyde, radioactive materials or waste, or other hazardous, toxic, contaminated or polluting materials, substances or wastes, including, without limitation, any "hazardous substances," "hazardous wastes," "hazardous materials" or "toxic substances" as defined under federal, state or local laws, ordinances and regulations relating to environmental protection (collectively, "Environmental Laws"). The Owner shall, within five (5) business days after full execution of this Agreement provide the Foundation with a copy of any and all environmental reports, inspections, investigations, studies, audits, tests, reviews, governmental communications or other analyses in the Owner's possession or control relating to the Property or any portion thereof;

(vi) there are no underground storage tanks, active or abandoned, in, on or under the Property;

(vii) there is no pending, nor, to the best of the Owner's knowledge, threatened, litigation or other legal or administrative proceeding or investigation affecting or related to the Property; and

(viii) the Owner has not received any notice and has no knowledge of the commencement of eminent domain proceedings affecting the Property.

(b) By the Foundation. The Foundation hereby represents and warrants that:

(i) the Foundation has the full right and legal authority to enter into and perform its obligations under this Agreement;

(ii) should the Foundation use the Project, such use shall be consistent with the Foundation's Mission; and

(iii) once commenced the Project will be completed in a good and workmanlike manner in accordance with the Plans.

4. **Management and Operation Duties.** Upon Substantial Completion of the Improvements, or such earlier date as is provided below, the Owner shall, at its sole cost and expense, be fully and solely responsible for the management, maintenance, and operation of the Project, and shall have the right to engage a manager of the day-to-day operations of the Project such as the Wakeman Boys and Girls Club of Southport, Connecticut ("**Wakeman Club**"), on terms and conditions approved by the Foundation and to carry out the duties as set forth below:

(a) Day-to-day management and operation of the Project, including, but not limited to, the scheduling and management of events at the Project, in compliance with all

applicable laws, ordinances, rules and regulations, and this Agreement, and consistent with the Foundation's Mission of serving at-risk children, and for no other use or purpose without the prior written consent of the Foundation. The Foundation hereby consents to the use of the walking track by the residents of the City of Bridgeport provided such use does not interfere with the use of the Project by at-risk children.

(b) At all times keep and maintain the Project, and all features, aspects and components thereof, clean and in good order and repair and operating condition, including, without limitation:

(i) routine cleaning and maintenance of the Improvements, provision of security to the Project, the provision of utilities to the Project, and all other aspects of the day-to-day management and operation of the Project and the programs conducted there; and

(ii) long-term maintenance of the Improvements, including, but not limited to, repairs, replacements and capital improvements.

(c) Although the Owner is self-insured, it shall have the option of engaging the Wakeman Club to operate the Project ("**Operator**") and maintain insurance coverage with respect to the Project and Improvements, issued by one or more insurance companies qualified or authorized to do business in the State of Connecticut and having an A.M. Best Company financial and performance rating of A-IX or better or other rating acceptable to the Owner, including:

(i) a policy of property and casualty insurance insuring against loss or damage by fire or other hazards, under a policy or policies covering such risks as are presently included in "special form" (also known as "all risk") coverage, but in any event including fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, damage from aircraft, smoke, vandalism, and malicious mischief, in an amount not less than the full replacement value of the Improvements. No policy of insurance shall be written such that the proceeds thereof will produce less than the minimum coverage required by this paragraph by reason of co-insurance provisions or otherwise; and

(ii) comprehensive (also known as commercial) general liability insurance on an "occurrence" basis against claims for "personal injury" liability and liability for death, bodily injury and damage to property, products and completed operations, with coverage in the minimum amounts of \$3,000,000 per occurrence and \$5,000,000 with respect to the aggregate of all occurrences during any given annual policy period. Such policy shall name the Owner and the Foundation, their respective officials, agents, employees, officers, trustees, successors and assigns as additional insured parties by policy endorsement, effective as of the date of this Agreement.

With respect to all such policies, the Owner or the Wakeman Club shall obtain from its insurer(s) a policy clause to the effect that the insurer shall not cancel or change the terms of such insurance policy or policies without first giving the Foundation at least thirty (30) days prior written notice thereof. A certificate of insurance made by the issuer shall be delivered to the Foundation within fifteen (15) days after ownership of the Improvements has been transferred to the Owner. In the event of a casualty, the Owner shall be obligated to reconstruct the Improvements as nearly as practicable to their condition prior to the casualty.

(d) Development of appropriate written agreements governing the use of the Improvements by parties other than the Owner and the Foundation, including Wakeman, and the supervision of such use by the Owner, the Wakeman Club and any other third parties, the use of the Improvements being subject to this Agreement.

(e) Promulgation of reasonable rules and regulations governing the use of the Improvements by parties other than the Owner, the Foundation and the Wakeman Club.

(f) Preparation of an annual operating budget for the operation of the Project consistent with the permitted uses of the Project. Budgets will be prepared either on a calendar year or, at the Owner's option, on a fiscal year basis to correspond with its fiscal year.

(g) Collection of operating revenue generated by the Project and payment of associated expenses.

(h) Consultation with the Foundation on a regular basis with regard to discretionary decisions related to the operation and management of the Project.

(i) Maintenance of accurate and complete books and records with regard to its management of the Project, and provide the Foundation with access to such books and records upon reasonable prior notice.

5. **Use of the Improvements.** The Parties agree that the Improvements shall be used exclusively for the following uses, events and programs, unless otherwise agreed to in writing by the Parties from time to time:

(a) Youth activities consistent with both the Foundation's Mission, the mission of the Wakeman Club, and the Owner's charitable mission.

(b) The Foundation's "Healthy Choices, Healthy Children", "Badges for Baseball" and similar programs sponsored and conducted by the Foundation from time to time and related activities, including, but not limited to, summer camps.

(c) Baseball and softball programs, and any other programs to be engaged in by at-risk youth conducted and/or sponsored by the Owner.

(d) To the extent that scheduling permits, baseball and softball games and tournaments conducted and/or sponsored by private leagues; provided, however, the same shall not take precedence over, or otherwise conflict with, the scheduling of events and programs consistent with subsections 5(a)-(c) above.

(e) The Foundation shall have the right to use the Project for at least ten (10) days each calendar year for activities consistent with its Mission. The Foundation and the Owner shall coordinate their respective schedules in order to avoid conflicts in dates of usage of the Project.

6. **Reports of Events.** Annually during the Term of this Agreement, prior to December 1 of each calendar year, the Owner shall furnish to the Foundation a report which contains the number of at-risk children anticipated to be served during the upcoming calendar

year with a summary of the programs anticipated to be conducted by the Owner and Wakeman and the local organizations that are expected to use the Project.

7. **Indemnification.** To the fullest extent permitted by law, the Foundation and the Owner (as applicable, the “**Indemnitor**”) shall each indemnify, hold harmless and defend the other party (the “**Indemnitee**”), its agents, contractors, employees, successors and assigns from and against any and all liabilities, obligations, demands, causes of action, losses, expenses and damages, arising out of or based upon (i) the Indemnitor’s performance of (or failure to perform) its duties hereunder, (ii) the conduct by the Indemnitor at the Project of its programs as specified herein, and (iii) the violation of any laws or negligence or willful misconduct by the Indemnitor or its affiliates, agents, contractors or employees, except for acts or omissions of the Party seeking indemnification, including costs and expenses, including reasonable attorneys’ and consultants’ fees, provided, however, that the Indemnitor shall not be responsible or obligated for claims to the extent they arise from the acts and conduct of the Indemnitee. To the extent that a party knows or has reason to know that an event giving rise to a claim for indemnification has occurred, the party shall deliver promptly a notice requesting indemnification by the other party (“**Tender of Defense**”). The Indemnitee shall not be entitled to reimbursement of legal costs and expenses unless and until the Indemnitee delivers to the Indemnitor a Tender of Defense and allows the Indemnitor a reasonable time to accept the Tender of Defense and to respond thereto. The provisions of this paragraph shall survive expiration or any termination of this Agreement.

8. **Condemnation.** If, as a result of eminent domain proceedings, there should be a taking of all or any material portion of the Property or the right of access to the Property, then this Agreement, at the option of either party, shall terminate upon the giving of notice to the other. If neither party so terminates this Agreement, then the Owner shall restore as far as is practicable the Project to a condition permitting a resumption of its intended use. The Owner will advise the Foundation immediately upon receipt of notice of the commencement of proceedings by any authority having eminent domain powers to acquire any part of the area in the Property. In the event of a taking, or a conveyance in lieu of a taking, resulting in the termination of this Agreement, the Owner and the Foundation will cooperate in applying for and prosecuting a claim for that taking and agree that the aggregate net award after deducting expenses and costs, including reasonable attorneys’ fees, incurred in connection therewith payable to both the Owner and the Foundation shall be paid to the Parties (or if required, to any mortgagee) and distributed as follows: (i) the Foundation shall receive so much of the net award as shall compensate it for the undepreciated value of the Improvements; and (ii) the Owner shall receive the balance thereof.

9. **Right of First Offer.** If the Owner desires to sell the Property, the Owner shall give written notice to the Foundation of the same and, if the Foundation is interested in purchasing the Property, negotiate exclusively and in good faith with the Foundation, but such requirement of good faith and exclusive negotiations shall not exceed thirty (30) days after such notice, and thereafter the Owner may negotiate and enter into an agreement with any third party, provided that the Owner may not sell the Property for an amount less than the amount offered by the Foundation to purchase the Property. In determining the amount the Foundation would be required to pay should the Owner accept the Foundation’s offer, the Foundation shall be given credit against the purchase price for an amount equal to costs incurred by the Foundation in constructing the Project, less depreciation. In any event, no such sale shall have any adverse effect on this Agreement, it being understood that this Agreement runs with the land and is therefore binding on the successor owners of the

Property. Prior to any sale of the Property, the Owner shall notify its bond counsel and provide it with the terms of the sale.

10. **Default.**

(a) The failure of either Party to perform its material duties hereunder, which default is not cured within thirty (30) days after written notice thereof, shall constitute an "Event of Default" hereunder and a breach of this Agreement by the defaulting Party; provided, however, that if the default is of such a nature that it cannot be cured within such 30-day period, there shall be no Event of Default if a cure is commenced within such 30-day period and thereafter is diligently pursued to completion.

(b) Any delay in performance hereunder by either Party due to force majeure shall be excused and shall not be considered grounds to declare a default hereunder. Cure periods hereunder shall extend in proportion to such delays.

11. **Remedies upon Default.**

(a) **Foundation Remedies.** Upon an Event of Default by the Owner hereunder, which default is of such a nature so as to legally or practically deprive the Foundation (or others, as contemplated by this Agreement), of the use of the Improvements for the conduct of its programs as contemplated by this Agreement, the Foundation may terminate this Agreement by written notice to the Owner, in which case the Owner shall be liable for liquidated damages equal to the unamortized/undepreciated construction costs of the Improvements, based upon a thirty (30) year amortization of such costs, computed as of the date of termination of the Agreement under this Section minus the Owner's Funding (for purposes hereof, the Owner's Funding shall be deemed to have been amortized on a constant yearly basis over a thirty (30) year period). The Parties agree that, based upon the Foundation's share of the Funding for the Project, the aforesaid sum constitutes a reasonable estimate of the Foundation's damages in the event of the Owner's default hereunder and is not a penalty. In lieu of terminating this Agreement, the Foundation shall have the right (i) to institute an action for specific enforcement of the Owner's obligations hereunder, and/or (ii) to cure the Event of Default (if susceptible to cure by a party other than the Owner) and to charge the Owner for the out-of-pocket expenses incurred by the Foundation in exercising such self-help remedy. Neither Party shall be liable for any special, indirect, incidental or consequential damages, of any nature, including, without limitation, loss of actual or anticipated profits or revenues, loss of use, cost of capital, incurred by a Party as the result of an Event of Default, other than the damages specifically provided for herein.

(b) **Owner Remedies.** Upon an Event of Default by the Foundation hereunder, the Owner's sole remedy shall be to terminate this Agreement by written notice to the Foundation and to file an owner's affidavit pursuant to the provisions of Section 47-12a of the Connecticut General Statutes, and upon the filing of such affidavit in the Bridgeport Land Records, this Agreement shall be released as an encumbrance upon the Property and all agreements between the Foundation and the Owner in connection with the Property and the Project shall be cancelled and the Parties shall have no further obligation to each other except for those provisions which are specifically stated to survive termination.

12. **Dispute Resolution.** Any controversy, claim, cause of action or other dispute ("Dispute") relating to this Agreement or the interpretation thereof, which cannot be resolved

With a copy to:

Shapiro Sher Guinot & Sandler
36 S. Charles Street, Suite 2000
Baltimore, Maryland 21201
Attn: Lonnie M. Ritzer, Esq.

Any Notice given in accordance with this Section shall be deemed to be given and delivered as of (i) the date of actual delivery, if delivered by hand; (ii) the first (1st) business day following deposit with a reputable overnight delivery service, if sent by such overnight delivery service, prepaid, with instructions to deliver on the next business day; or (iii) the third (3rd) day following deposit with the United States Postal Service, if sent by United States first class mail (registered or certified, postage prepaid, with return receipt requested).

17. **No Waiver.** The failure of a Party at any time to require performance hereunder by the other Party of any provision hereof shall in no way affect the right of such Party to require such performance at any time thereafter, nor shall any waiver by a Party of a breach hereof or default hereunder by the other Party constitute a waiver of any succeeding breach of or default under the same or any other provision hereof.

18. **Entire Agreement.** This Agreement, the exhibits attached hereto and forming a part hereof, the Development Agreement, all the covenants, promises, agreements, conditions and understandings between Parties related to this Agreement constitute the entire agreement, and the Parties agree that there are no covenants, promises, agreements, conditions or understandings, either written or oral, between them other than as are set forth herein. No subsequent alteration, amendment, change or addition to this Agreement shall be binding on the Parties unless reduced to writing and signed by both Parties.

19. **Headings and Section Numbers.** The headings and section numbers herein are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections hereof.

20. **Partial Invalidity.** If any term, covenant or condition of this Agreement or the application thereof to any person or circumstances shall be held invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to whom it is held invalid or unenforceable shall not be affected thereby, and each term, covenant or condition hereof shall be valid and be enforceable to the fullest extent permitted by law.

21. **Miscellaneous.**

(a) This Agreement may be signed in one or more counterparts, each of which will constitute an original and all of which shall comprise one and the same Agreement.

(b) This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.

(c) If any date for the occurrence of an event or act under this Agreement falls on a Saturday or Sunday or legal holiday observed in the City of Bridgeport, then the time for the occurrence of such event or act shall be extended to the next succeeding business day.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, Parties have caused these presents to be executed and sealed as of the day and year first above written.

THE OWNER:

By: _____
Name: Bill Finch
Title: Mayor
Date: _____, 2011

STATE OF CONNECTICUT)
) ss: At: Bridgeport
COUNTY OF FAIRFIELD)

I hereby certify that on this ____ day of _____, 2011, before me, the subscriber, personally appeared _____, who acknowledged her/himself to be the Mayor of the City of Bridgeport and s/he acknowledged the foregoing instrument to be his free act and deed and the free act of said party.

Witness my hand and Seal.

Notary Public
My Commission expires: _____

the Superior Court

Commissioner of

SIGNATURES CONTINUED ON THE FOLLOWING PAGE

THE FOUNDATION:

CAL RIPKEN, SR. FOUNDATION, INC.,
a Maryland corporation

By: _____ (SEAL)
Steve Salem, Executive Director

Date: _____

STATE OF MARYLAND)
) ss:
CITY/COUNTY OF BALTIMORE)

I hereby certify that on this ____ day of _____, 2011, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Steve Salem, who acknowledged himself to be the Executive Director of **CAL RIPKEN, SR. FOUNDATION, INC.**, a Maryland corporation, and s/he acknowledged the foregoing instrument to be the act of said corporation.

Witness my hand and Notarial Seal.

My Commission expires: _____

Notary Public

EXHIBIT A
TO
DEED OF EASEMENTS, COVENANTS AND RESTRICTIONS

Legal Description of Property

EXHIBIT B
TO
DEED OF EASEMENTS, COVENANTS AND RESTRICTIONS

Concept Plan

***126-10 (B) Consent Calendar**

Management and Operations Agreement with Cal Ripken, Sr. Foundation, Inc and Wakeman Boys and Girls Club.

**Report
of
Committee
on
Contracts**

Submitted: September 19, 2011

Adopted: _____

Attest: _____

Fleeta C. Hudson
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:

***126-10 (B) Consent Calendar**

WHEREAS, the Cal Ripken, Sr. Foundation is working in local communities across the country to develop and construct synthetic-surface parks. These multi-purpose, low maintenance facilities serve as outdoor classrooms designed to provide recreational, educational, and athletic experiences for youth who desperately need a guiding hand. These parks will not only help fill a critical void, but help transform communities where the need is so great; and

WHEREAS, the Foundation seeks to work with the City and local community-based organizations as part a joint effort to construct a local Youth Development Park at the site of Longfellow Park in the West Side of the City; and

WHEREAS, the Foundation and the City have agreed to raise the necessary funding to construct a Youth Development Park; and

WHEREAS, the City has agreed to contribute \$500,000 to the construction of the Youth Development Park and the Foundation has raised the necessary additional private funds to meet the agreed budget for the design, permitting, construction and initial equipment needs of the Park; and

WHEREAS, the Foundation and the City have agreed to a coceptual plan for the Youth Development Park and shall agree to the final design that incorporates appropriate signage designating it as another Cal Ripken, Sr. youth development park similar to other parks that the Foundation has sponsored and constructed; and

WHEREAS, the design includes a synthetic surface baseball-softball field that can also accommodate youth soccer, a play area for younger children, and a walking path for passive exercise on the perimeter of the Park for use by senior citizens and other adults; and

WHEREAS, the Foundation has agreed to construct the Youth Development Park in accordance with the Approved Plans and the Approved Budget and, upon the issuance of a certificate of occupancy for the Youth Park, the Foundation has further agreed to donate to the City the improvements constituting the Youth Development Park for use in accordance with this Agreement; and

WHEREAS, the City, through its Board of Parks Commissioners, approved a resolution on May 6, 2011 designating Longfellow Park between Ocean Terrace and St. Stephen's Road, Bridgeport, C as the location for the Youth Development Park; and



Report of Committee on Contracts
*126-10 (B) Consent Calendar

-2-

WHEREAS, the Bridgeport Parks and Recreation Department, will have general oversight of the Youth Park, including approval of scheduling, youth and youth groups to be served, program components, security, maintenance and repair;

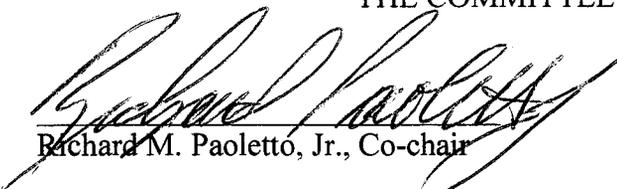
WHEREAS, the City of Bridgeport shall have primary responsibility for maintaining and repairing the Youth Development Park; and

WHEREAS, the Foundation and the City have approached the Wakeman Boys' and Girls' Club of Southport, Connecticut, a not-for profit club dedicated to youth development through educational and recreational activities, to operate the facility under the terms and conditions of an operating agreement pursuant to which the Wakeman Club will become the day-to-day operator working with the Bridgeport Parks and Recreation Department to coordinate activities and users, including but not limited to programs for Bridgeport youth operated by the Wakeman Club, the Parks and Recreation Department, and the Foundation; Now, therefore be it

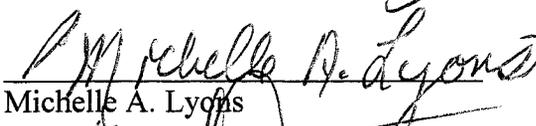
RESOLVED, that the Management and Operations Agreement submitted herewith is approved substantially in the form presented; and be it further

RESOLVED, that the Mayor or his designee are each hereby authorized to take all necessary actions and do all necessary things in furtherance of this resolution and the aforesaid agreement.

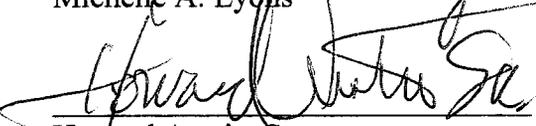
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON CONTRACTS


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

**MANAGEMENT AND OPERATIONS
AGREEMENT**

BETWEEN

**THE CITY OF BRIDGEPORT, CONNECTICUT,
THE CAL RIPKEN, SR. FOUNDATION**

AND

WAKEMAN BOYS & GIRLS CLUB

Draft September 12, 2011 (City)

MANAGEMENT AND OPERATIONS AGREEMENT

This Agreement ("Agreement") is made and entered into as of this _____ day of _____, 2011, between and among the **CITY OF BRIDGEPORT**, a municipal body corporate and politic, acting through its Board of Parks Commissioners, 45 Lyon Terrace, Bridgeport, CT 06604 ("**City**"), the **WAKEMAN BOYS & GIRLS CLUB**, a not-for-profit Connecticut corporation, having a principal address at 385 Center Street, Southport, CT 06890 ("**Wakeman**"), and the **CAL RIPKEN, SR., FOUNDATION**, a not-for-profit Maryland corporation, having a principal address at 1427 Clarkview Road, Suite 100, Baltimore, MD 21209 ("**Foundation**").

WHEREAS, the Foundation is working in local communities across the country to develop and construct synthetic-surface, multi-purpose, low-maintenance facilities to serve as outdoor classrooms designed to provide recreational, educational, and athletic experiences for at-risk youth who desperately need a guiding hand, and seeks to work with local governments and local community-based organizations as a partnership in the creation of a local Youth Development Park;

WHEREAS, the Foundation and the City have agreed to finance and develop a Youth Development Park at City-owned Longfellow Park located between Ocean Terrace and St. Stephen's Road, Bridgeport, CT pursuant to that certain development agreement between them dated _____, 2011, which is incorporated as **Exhibit A** as if fully set forth herein ("**Development Agreement**");

WHEREAS, the Foundation has agreed to construct the Youth Development Park and, upon the issuance of a certificate of occupancy, the Foundation has further agreed to donate the Youth Development Park to the City for use in accordance with this Agreement;

WHEREAS, the City, through its Board of Parks Commissioners, approved a resolution on May 6, 2011 attached hereto as **Exhibit B** approving the construction of the Youth Development Park using the funds raised by the Foundation and the funds contributed by the City;

WHEREAS, the City will maintain general control of the Youth Development Park through its Board of Parks Commissioners and will annually approve the schedule of events, programs, program components, security, maintenance, repair and the like with the cooperation of the Bridgeport Parks and Recreation Department, the Foundation and Wakeman; and

WHEREAS, the Foundation and the City have approached Wakeman and Wakeman has agreed to be the day-to-day operator of the Youth Development Park pursuant to this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt of which is mutually acknowledged, the City, the Foundation and Wakeman agree as follows:

DEFINITIONS

For purposes of this Agreement, the terms defined in this section shall have the meanings as specified herein whether stated in the plural or singular.

“Approved Schedule” or “Schedule” means the Permitted Events that the Board approves for each Season during the Term.

“Board” or “Parks Board” means the Bridgeport Board of Parks Commissioners, acting through decisions made at its regular and special meetings or acting through decisions of its Chairman in the interim period between Board meetings.

“Foundation Events” means approximately _____ () events per calendar year during the Term (defined herein) on which the Foundation may sponsor and present Foundation programs at the Site.

“Maintenance Obligations” means the respective maintenance, cleaning, litter pick-up and trash removal responsibilities of the City and Wakeman as more fully described herein.

“Operator” or “Wakeman” means the Wakeman Boys & Girls Club, a non-profit organization dedicated to the development of youth through recreation and educational programs, which has been selected by the Foundation and the City as the preferred operator of the Youth Development Park in charge of managing its day-to-day operations in accordance with this Agreement, the Approved Schedule and the Permitted Events.

“Permitted Events” shall mean all events that Wakeman and the City Department of Parks and Recreation submit annually on a proposed schedule to the Board (defined herein) for approval at the beginning of a Season (defined herein), including Wakeman programs, Recreation Department programs, Foundation Events (defined herein), and such other events consistent with the Development Agreement and this agreement as are approved by the Board, or the Chairman acting between Board meetings, on a case-by-case basis.

“Permitted Uses” means recreational and educational programs for at-risk youth and such additional park uses for the public, including the elderly, approved by the Board.

“Recreation Department” means the Bridgeport Department of Parks and Recreation, acting through its then-current Director or the Director’s designee.

“Season” means a period of the year marked by special events or activities, such as league play or competition in youth baseball, softball or soccer of a specific duration or number

of games, which can encompass the spring, summer, fall and/or winter periods in a calendar year.

“Site” or “Project Site” means the real property owned by the City and commonly referred to as Longfellow Park located between Ocean Terrace and St. Stephen’s Road, Bridgeport, CT where the Youth Development Park will be constructed and operated.

“Term” means the duration of this agreement and any extensions mutually agreed to by the Foundation and the City.

“Utilities” shall mean all required water, electric, and restroom services for the Youth Development Park.

“Ripken Youth Park” or “Youth Development Park” means the construction and operation of a youth development park at the Site approved by the Foundation and the City.

“Youth Park Standards” or “Standards” shall mean the facility operations, maintenance and program standards adopted from time to time by the Foundation which shall be incorporated by reference as **Exhibit C**.

1. **AGREEMENT TO OPERATE A YOUTH PARK.** The Foundation and the City have entered into the Development Agreement for the construction of the Ripken Youth Park and have identified and selected Wakeman, a well-known and respected local community-based organization that fosters youth development through recreational and educational programs that are consistent with the mission of the Foundation, as its preferred operator (“Operator”), and Wakeman has agreed to support and participate in the identification and approval of Permitted Uses and in supervising the day-to-day operations of the Youth Park pursuant to the terms of this Agreement.

2. **TERM; PERMITTED USES; PERMITTED EVENTS.**

(A) **Term.** The term of this agreement shall commence on the date that the Ripken Youth Park is substantially complete and approved for occupancy (“Commencement Date”) and shall expire on a date that is twenty (20) years after the Commencement Date (“Term”). The agreement may be renewed by mutual agreement of the Foundation and the City.

(B) **Facilities to be Constructed on Site.** In accordance with the Schedule, the Ripken Youth Park may be used for youth baseball-softball games, youth soccer, a play area for younger children, and for passive exercise for adults along a walking track or path located on the perimeter of the park (“Permitted Uses”).

(C) **Schedule.** The City Department of Parks & Recreation and Wakeman shall meet and cooperatively prepare a schedule of youth events for the upcoming Season (“Schedule”), which Schedule shall be presented to, reviewed and modified by the Board of Parks

Commissioners on an annual basis in accordance with this agreement during every calendar year during the Term.

(D) **Permitted Uses.** The Parties agree that the Site and the Youth Development Park shall be used exclusively for the following uses, events and programs, unless otherwise approved by the Board from time to time:

a. Youth activities consistent with the Mission of the Foundation to help build character and teach critical life lessons to disadvantaged young people through baseball and softball-themed programs and related programs.

b. The Foundation's "Healthy Choices, Healthy Children", "Badges for Baseball" and similar programs sponsored and conducted by the Foundation from time to time and related activities, including but not limited to summer camps.

c. Baseball and softball programs conducted and/or sponsored by the City through its Recreation Department, and, with the City's approval and to the extent that scheduling permits and demand exists, similar programs conducted and/or sponsored by other public agencies and non-profit entities ("Outside Users") that promote youth development needs including character development, athleticism, fitness, wellness and any other practical use consistent with the Foundation's Mission. In addition, the Parties agree that allowing the Site to be used by Outside Users has the potential to generate revenue to offset the costs to operate, manage and maintain the Site. In addition, these functions have the potential to generate other revenue and economic benefits for the City as a result of participant and spectator purchases of meals, lodging, entertainment and shopping in the City. With the foregoing in mind, the Parties agree that the Operator will market and promote the Project to encourage its use for these functions. The Parties agree to work together in good faith to promote the use of the Site for functions and events by Outside Users. The Parties will mutually agree as to how revenues generated from fees charged to Outside Users will be utilized to maintain and operate the Site.

d. To the extent that scheduling permits, and with the Board's prior approval, baseball and softball games and tournaments conducted and/or sponsored by private leagues that promote youth development, provided, however, that the Site shall not be used for sports other than baseball or softball or baseball or softball-themed activities without the prior written consent of the Foundation, which consent may be given or withheld in Foundation's sole discretion.

(E) **Additional Events; Priority of Scheduling.** Subject to the scheduling of City events, Wakeman events and Foundation events, which take priority and precedence in scheduling of events at the Youth Development Park ("Priority Events"), the scheduling of additional events, including events for Outside Users, shall be approved by the City, working in conjunction with the Operator, consistent with the following descending order of priority:

(a)

(b)

- (c)
- (d) Open date scheduling.

NOTE: The Stadium shall not be available for partisan political events.

3. **GRANT OF NON-EXCLUSIVE USE; OBLIGATION TO OPERATE.** The City hereby grants to Wakeman the right to use the Site on the days for events on the Approved Schedule, as it may be amended during the Season to accommodate Foundation Events and other approved events during each Season during the Term, subject to the terms and conditions of this Agreement, and Wakeman hereby accepts from the City, the rights and responsibilities herein set forth in and to the Site. This Agreement does not confer upon Wakeman any title, leasehold or other estate of any kind, or any interest in or to the Site or the Youth Development Park of which it is a part, other than the rights pertaining to both specifically set forth herein. Wakeman shall not have the power, nor shall it attempt, to create or permit the creation or continuance of, any lien, encumbrance or charge which is or might become a lien, encumbrance or charge against the Site and shall remove any such lien, encumbrances or charge within ten (10) days of demand. This paragraph shall survive early termination.

4. **RESERVATION OF RIGHTS BY THE CITY AND THE FOUNDATION.**

(A) **Reservation of Rights.** All rights to occupy, use, enjoy or derive benefit from the Site and the Youth Development Park not expressly granted herein to Wakeman are reserved to the City. Without in any way limiting or defining the extent of the reservation of rights created by this paragraph, Wakeman understands that the City intends to schedule athletic contests and other events on the Site for the City's benefit.

(B) **Programming.** Annually during the Term of this Agreement, prior to March 1 of each calendar year, the Parties shall confer and agree in writing, on a schedule of events for the upcoming season (the "Season"). Unless otherwise agreed, the City, through Recreation Department, shall have exclusive use of the Site to conduct its summer baseball/softball programs from mid-May through the last weekend of July each year, Monday through Thursday evenings (after 5:30 p.m.) and Saturday mornings, utilizing Friday evenings for make-up games. During other times, Wakeman shall have priority for the use of the Youth Development Park to conduct its programs. During dates and times when the Youth Development Park is not being used by the City or the Foundation, Wakeman or the City may schedule other events and programs consistent with this agreement or shall request permission for such other events from the Board as set forth herein.

5. **HOURS AND DAYS OF OPERATION.** Wakeman shall use the Site in accordance with the Approved Schedule and the City reserves the right to limit such hours and days of operation in the exercise of its business judgment, reasonably exercised.

6. **ADDITIONAL USE OF THE SITE BY LONGFELLOW ELEMENTARY SCHOOL.** The City, the Foundation and Wakeman agree that the Site, located adjacent to Longfellow Elementary School, a Bridgeport public school, may be used by the school during

normal school hours on school days, subject to such other limitations that the City may place on such use and hours and further subject to the City's prior written approval to use the Site during any non-school days and non-school hours so long as such use does not unreasonably interfere with the Approved Schedule.

7. **MODIFICATIONS.** There shall be no modifications to the Site or the Youth Development Park, other than ordinary repairs and replacements, without the City's and the Foundation's consent.

8. **COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES; EMERGENCY REPAIRS; NOTICE OF DAMAGE.** In its management of the Site and the Youth Development Park, Wakeman shall not violate or permit the violation of any applicable federal, state and city laws, regulations, codes and ordinances, nor shall it damage or permit damage to any of the Site's features, systems, or equipment through use, misuse or neglect. Wakeman shall report any damage or the need for repairs promptly to the City and shall take steps to protect the damaged area to ensure that further damage does not occur until the City is able to address the matter.

9. **OPERATION AND MAINTENANCE; CAPITAL REPAIRS.**

(A) **Structural, Systems and Grounds Maintenance.** The City shall be responsible for the maintenance and repair of all structural components and the grounds of the Youth Development Park. The City shall conduct such routine and preventive maintenance of the Site as is required to maintain Youth Park Standards. The City will keep the Youth Development Park in good working order and shall be responsible for enforcing all warranties, conducting repairs and replacements, engaging independent contractors, etc.

(B) **Daily Litter Removal.** Wakeman shall ensure that all users of the Youth Development Park take steps immediately following an event to police the area to remove papers, containers, wrappers, food, beverages, and the like and place them in trash and recycling receptacles provided by the City so that the Site maintains Youth Park Standards and conveys to the users their individual and group responsibility to maintain the Youth Development Park.

(C) **Replacement of Capital Items.** The City shall replace as necessary all capital items that are needed to maintain Youth Park Standards but may seek the assistance of the Foundation, Wakeman and other users to raise funds for such capital items.

(D) **Operational Responsibilities.** Wakeman shall be responsible for the management and operation of the Youth Development Park (the "Operator") and shall carry out the duties as set forth below. The duties of the Operator are as follows, but are not limited strictly to such list:

- (1) Managing day-to-day operation of the Site, including but not limited to the scheduling and management of events in accordance with the Approved Schedule.

- (2) Routine clean-up of trash after events, reporting damage or the need for repairs to the City.
- (3) Maintaining insurance coverage related to Wakeman's activities as Operator, including property and casualty insurance policies with coverage in an amount not less than the full replacement value of the improvements at the Site, liability insurance policies with coverage in the minimum amounts of 3,000,000 per person and \$5,000,000 per occurrence, automobile liability insurance in the minimum amount of \$1,000,000 and Workers' compensation coverage. All such policies shall name the City and the Foundation as additional insured parties by endorsement with the right to 30 days' notice of termination. All policies and original insurance certificates shall be in such form and contain such coverages and provisions as are acceptable to the City in the exercise of its commercial business judgment.
- (4) Developing with the City appropriate written agreements governing the use of the Site by parties other than the City, the Foundation and Wakeman and the supervision of such parties in connection with events.
- (5) Developing with the City reasonable rules and regulations governing the use of the Youth Development Park.
- (6) Preparing an annual operating budget for the Site prepared on a fiscal year basis to correspond with the City's fiscal year, which shall be presented to the Board in January of each year.
- (7) Consulting with the other Party to this Agreement on a regular basis with regard to discretionary decisions related to the operation and management of the Project. The Parties shall negotiate in good faith to resolve any differences of opinion as to such decisions. However, full and final authority with regard to discretionary decisions shall rest with the then Manager.
- (8) Opening the operations of the Youth Development Park to periodic review by the Foundation, which shall have the right to request that Wakeman report on programming, number of youth served, organizations staging events at the Site, fees charged and expenses incurred, and such other information as the Foundation may require or desire.
- (9) Engaging other community organizations involved with youth development to access and benefit from the Youth Development Park during non-operational times.
- (10) Preserving the prominence of the Foundation's logos at the Site, including using approved Foundation logos on program materials, signage and advertising materials.

10. **PROMOTION OF FOUNDATION PROGRAMS AND IDEALS.** Wakeman agrees that it will actively promote the Foundation Mission and the Foundation's programs and

ideals in the scheduling and conduct of events at the Youth Development Park, which programs and ideals are very similar to Wakeman's programs and ideals. Wakeman understands and agrees that the Foundation and the City have a substantial financial investment in the creation of the Youth Development Park and that the City has undertaken a substantial financial commitment to maintain the Site for many years. Wakeman therefore agrees to cooperate fully with the City and the Foundation in their efforts to promote and develop youth athletic and educational activities.

11. **YOUTH PARK QUALITY STANDARDS.** The Foundation has established Youth Park Standards, which are attached as Exhibit C hereto. The City and Wakeman agree to maintain such standards at a level of quality consistent with those standards. Should the quality of maintenance and services be lacking or unacceptable, the Foundation shall give the City and Wakeman notice of the specific issues with Youth Park Standards and the City and Wakeman shall have thirty (30) days to make improvements reasonably acceptable to the Foundation.

12. **SECURITY.** The City shall be responsible to patrol the Site when events are not being conducted in a manner consistent with its patrol of other City parks. During Events Wakeman shall ensure that the Site and the events being conducted are appropriately supervised and shall report any disturbances to the Bridgeport Police Department for action. The Bridgeport Chief of Police shall have the right to determine whether any police officers or private security may be required for particular events. Wakeman or the City may require private security for certain events, including events conducted by Other Users. In no case shall any type of event be staged at the Site unless a representative of Wakeman is present before, during and after such event. Such private security personnel required for an event shall be considered independent contractors and shall not be considered employees or agents of the City, Wakeman or the Foundation.

13. **NO SMOKING FACILITY.** The Site is hereby designated and will be operated as a no smoking facility, and no tobacco products shall be sold or marketed therein.

14. **UTILITIES.** The City shall be responsible for providing to the Site and paying for all water, electric and sewage service required for operation of the Site and the Youth Development Park.

15. **INDEMNIFICATION.** Each Party ("Indemnifying Party") agrees to indemnify, defend and hold harmless the other Parties (each, an "Indemnified Party"), including their respective elected and appointed officials, officers, directors, agents and employees from and against any and all claims brought against an Indemnified Party for personal injury, death, property damage and any other losses, damages, charges or expenses, including court costs, attorneys and consultants fees, which is in connection with, or by reason of any act, omission or negligence of the Indemnifying Party or any occupant, visitor or user present on or about the Site in connection with an activity of the Indemnifying Party. Each Party agrees to have its respective insurance companies waive any rights of subrogation that such companies may have against the other Parties. This paragraph shall survive early termination.

16. **INSURANCE.** Wakeman shall maintain policies of insurance providing fire, theft, vandalism and extended coverage for all property and equipment used in connection with the Site. Wakeman shall also provide such other insurance in types, coverages, and limits as the City shall deem reasonably acceptable. The City shall provide Wakeman with a self-insurance letter from the Office of the City Attorney indicated that the City is self-insured for all claims of liability and property damage. The City shall have no responsibility or liability whatsoever with respect to any loss or theft of or damage to Wakeman property or equipment, or property and equipment of its employees, club members, players, players for opposing teams, umpires, concessionaires, employees, agents of concessionaires, attendees, and others. Wakeman will work with the City to develop insurance requirements for Other Users of the Site.

17. **EVENTS OF DEFAULT.** The occurrence of any one or more of the following events constitutes a default (each an "Event of Default"):

(A) Failure by Wakeman to pay over to the City and properly account for any fees or other payments collected from events at the Youth Development Park, and such failure shall continue for ten (10) days following written notice;

(B) Failure by a Party to observe or perform in any material respect any other covenant, agreement, condition or provision of this agreement and such failure shall continue for thirty (30) days after notice thereof; provided, however, that a Party shall not be in default with respect to matters which cannot reasonably be cured within thirty (30) days so long as within thirty (30) days after such notice the Party receiving such notice gives written notice to the other Parties of its inability to cure within such thirty-day period and immediately commences such cure and diligently proceeds with best efforts to complete the same at all times thereafter and such Party provides the other Parties with detailed status reports of its current and future efforts to cure such default;

(C) A Party makes an assignment for the benefit of creditors, or applies for or consents to the appointment of a trustee or receiver for the major part of its property or admits in writing its inability to pay or is unable to pay its obligations as they come due and such trustee or receiver is not discharged within sixty (60) days after such appointment;

(D) Bankruptcy, reorganization, insolvency or liquidation proceedings, or other proceedings for relief under any bankruptcy law, or similar law for the relief of debtors, are instituted by or against a Party that are not dismissed within one hundred eighty (180) days after the filing of such matter in court; and

(E) The Site is abandoned, deserted or vacated by Wakeman, even though at such time the Site may not be then used (because of the time of the year) for events.

18. **REMEDIES IN THE EVENT OF DEFAULT.**

(A) If an Event of Default occurs that is not cured within the applicable time period provided, the non-defaulting Party shall have the rights and remedies hereinafter set forth, which shall be distinct, separate and, to the extent not mutually exclusive, cumulative and shall not

operate to exclude or deprive the non-defaulting Party of any other right or remedy allowed to it in this Agreement or pursuant to applicable law. No delay or omission to exercise any right or power accruing under any default shall impair any such right or power or be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

(B) The non-defaulting Party may terminate this agreement effective as of the date of its notice or as of the end of the then-current Season by giving written notice of the non-defaulting Party's election to do so, and upon the giving of such notice all right, title and interest of the defaulting Party hereunder shall cease and terminate and the Parties shall have no further obligations to one another except for those matters specifically stated herein that survive termination of the agreement.

(C) If the City is not the defaulting Party, the defaulting Party shall vacate the Site no later than the effective date of termination and shall deliver exclusive possession of the Site to the City, and the City may then or at any time thereafter re-enter and take complete and peaceful possession of the Site, with or without process of law, and may remove all occupants and property therefrom, using such force as may be necessary, without being deemed in any manner guilty of trespass, eviction or forcible entry and detainer and without relinquishing the City's right to any monies due to the City or any other right given to the City by this agreement or by operation of law.

(D) If the City is not the defaulting Party, it may enforce and protect its rights hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy, including recovery of all monies due or to become due from the defaulting Party under any of the provisions of this agreement.

This paragraph shall survive early termination.

19. **SIGNAGE; LOGOS.** The placement, content and frequency of any and all signage, either temporary or permanent, at the Site, including, but not limited to the Foundation's signs and logos, shall be subject to the reasonable prior approval of the City consistent with the rights reserved by the Foundation herein, which approval shall not be unreasonably withheld or delayed. The Parties acknowledge that the Operator may market advertising and sponsor signs for the purpose of raising necessary funds for the operation and upkeep of the Site consistent with the intended use of the Site and the Foundation's Mission. Such advertising or sponsor fees shall be received and preserved in accordance with all other fees collected in connection with the use of the Site.

20. **FORCE MAJEURE**

The Parties hereto, respectively, shall not be in default of this agreement if any one of them is unable to fulfill, or is delayed in fulfilling, any of its obligations hereunder, or is prevented or delayed from fulfilling its obligations, in spite of its employment of best efforts and

due diligence, as a result of natural disasters, catastrophic events, casualties to persons or properties, war, governmental preemption in a national emergency, enactment of a law, rule or regulation or a change in existing laws, rules or regulations which prevents any Party's ability to perform its respective obligations under this agreement, or actions by other persons beyond the exclusive control of the Party claiming hindrance or delay. If a Party believes that a hindrance or delay has occurred, it shall give prompt written notice to the other Parties of the nature of such hindrance or delay, its effect upon such Party's performance under this agreement, the action needed to avoid the continuation of such hindrance or delay, and the adverse effects that such hindrance or delay then has or may have in the future on such Party's performance. Notwithstanding notification of a claim of hindrance or delay by one Party, such request shall not affect, impair or excuse any other Party hereto from the performance of its obligations hereunder unless its performance is impossible, impractical or unduly burdensome or expensive, or cannot effectively be accomplished without the cooperation of the Party claiming delay or hindrance. The occurrence of such a hindrance or delay may constitute a change in the obligations of the Parties and may result in the need to modify the agreement accordingly.

21. **MISCELLANEOUS.**

(A) **Non-Discrimination.** The Parties agree not to discriminate, nor permit discrimination, against any person in its employment practices, in any of its contractual arrangements, in all services and accommodations it offers the public, and in any of its other business operations on the grounds of race, color, national origin, religion, sex, sexual orientation, disability or veteran status, marital status, sexual orientation, mental retardation or physical disability, unless it can be shown that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut.

(B) **Governing Law.** This agreement shall be construed under and in accordance with the laws of the State of Connecticut and all litigation shall have venue in the courts located in Fairfield County, Connecticut.

(C) **Entire Agreement.** This agreement constitutes the final, complete and exclusive written expression of the intent of the Parties with respect to the subject matter hereof which will supersede all previous oral and written communications, representations, agreements, promises or statements.

(D) **Severability.** If any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, and if such holding does not affect the ability of a Party to perform, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this agreement shall be construed as if such invalid, illegal or unenforceable provision was not contained herein.

(E) **Notices.** All notices required or desired to be given under this agreement shall be given by in writing and shall be delivered by hand, by certified mail, return receipt requested in a stamped envelope addressed to the Party, or by reputable overnight courier and shall be deemed

delivered to such Party on the date of delivery or two days after mailing to the following addresses, or at such other address as may be subsequently given to the Parties in the same manner required for notice:

If to City:

Mayor, City of Bridgeport
City Hall Annex
999 Broad Street
Bridgeport, Connecticut 06604

and

City Attorney
City Hall Annex
999 Broad Street
Bridgeport, Connecticut 06604

If to Foundation:

The Cal Ripken, Sr. Foundation
1427 Clarkview Road, Suite 100
Baltimore, MD 21209

With a copy to:

[Counsel]

If to Wakeman:

Wakeman Boys & Girls Club
385 Center Street
P.O. Box 118
Southport, CT 06890

With a copy to:

[Counsel]

(F) Amendment, Modification or Alteration. No amendment, modification or alteration of the terms of this agreement shall be binding unless in writing, dated subsequent to the date hereon and duly executed by the Parties herein.

(G) Rights and Remedies Cumulative. The rights and remedies provided by this agreement are cumulative and the use of any right or remedy by a Party shall not preclude or

waive its rights to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law, equity, statute, ordinance or otherwise.

(H) Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such parts together shall constitute but one and the same instrument.

(I) Status of Parties. The Parties hereto shall be deemed and construed as independent contractors with respect to one another for all purposes and nothing contained in this agreement shall be determined to create a partnership or joint venture between with respect to the Parties' respective activities conducted at the Site or with respect to the nature of this agreement.

(J) Improvements. No improvements may be made to the Site without the express prior written approval of the City.

(K) References to the City. All references to the City in this agreement shall be deemed to also be references to such officers or employees or other designees of the City as may be appropriate to implement the terms of this agreement.

(L) No Recording. No Party shall record this agreement or a summary thereof on the Bridgeport Land Records.

IN WITNESS WHEREOF, the undersigned on behalf of the City and the Team execute this FIRST AMENDED AND RESTATED STADIUM LICENSE, MANAGEMENT, AND OPERATIONS AGREEMENT as of the day and year first written above.

CITY OF BRIDGEPORT

By: _____
Its
Duly Authorized

THE CAL RIPKEN, SR. FOUNDATION

By: _____
Its
Duly Authorized

WAKEMAN BOYS & GIRLS CLUB

By: _____
Its
Duly Authorized

Attach Exhibits



ATTEST
CITY

RECEIVED
CITY OF BRIDGEPORT OFFICE OF PLANNING
2011 SEP 14 A 9:27
MASTER PLAN

UNISOP
Design Facility Consulting Management
Bridgeport, CT

REVISIONS	
NO.	DESCRIPTION
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2	
3	
4	
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100 A

Reappointment of Thomas A. Lyons (D) to the Board of
Police Commissioners.

**Report
of
Committee
on**

Public Safety and Transportation

Submitted: September 19, 2011

Adopted: _____

Attest: _____

Fleeta C. Hudson
City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

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

115-10

RESOLVED, that the following named individual be, and hereby is, Reappointed to the Board of Police Commissioners; and that said Reappointment be, and hereby is, approved, ratified and confirmed.

NAME

TERM EXPIRES

Thomas A. Lyons (D)
91 Jewett Avenue
Bridgeport, Connecticut 06606

December 31, 2012

Respectfully submitted,

THE COMMITTEE ON PUBLIC SAFETY AND TRANSPORTATION



Michelle A. Lyons, Co-Chair



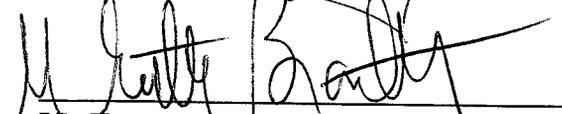
Susan T Brannelly, Co-Chair



Richard Bonney



Anderson Ayala



M. Evette Brantley



Manuel Ayala



Denese Taylor-Moye

RESOLUTION

City Council Member(s): Robert Walsh 132 District (D)

RE: Resolution concerning Bridgeport Community Land Trust Grant

Introduced at a meeting of the City Council, held: Monday, September 19, 2011 (OFF THE FLOOR)

ECDEC

Referred to: ~~Budget~~ Committee

Whereas, the Bridgeport Community Land Trust (BCLT) has applied for and received grants from the DEP for the expansion of their community garden project; and

Whereas, the city of Bridgeport has accepted previous grants for the BCLT and entered into contracts for such grants; and

Whereas, community gardens are in keeping with the city's previous support for similar projects,

Be it resolved that the city take all necessary actions to ensure the timely acceptance of these grants and any enter into any and all contractual obligations to see these gardens to fruition.

For the record the gardens are to be located at:

- 1) 1134 State St (corner of Yale, i.e., the "Yale Street Garden"
- 2) 331 Clinton Avenue
- 3) 284 Hough Avenue, and
- 4) 416 Barnum Avenue

Attest: _____

City Clerk

ATTEST
CITY CLERK

RECEIVED
CITY OF BRIDGEPORT OFFICE
2011 SEP 20 A 9:05