

**REVISED
ADDENDUM
TO
AGENDA**

CITY COUNCIL MEETING

MONDAY, JULY 1, 2013

7:00 p.m.

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

REMOVED:

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *88-12** Miscellaneous Matters Committee Report re: Appointment of Bruce Williams (D) to the Energy Improvement District. *(Inadvertently listed on Consent Calendar)*

ADDED:

MATTERS TO BE ACTED UPON:

- 88-12** Miscellaneous Matters Committee Report re: Appointment of Bruce Williams (D) to the Energy Improvement District.

REMOVED:

MATTERS TO BE ACTED UPON:

- 110-12** Contracts Committee Report re: Waiver of Restrictive Covenant with Cambridge Manor. *(Inadvertently listed)*

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- *98-12** Contracts Committee Report re: Resolution Approving a Lease and Option to Purchase Agreement with JRRC Associates for 53 Seaview Avenue and 85 Seaview Avenue.

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7:00 P.M.

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

Prayer

Pledge of Allegiance

Roll Call

Mayoral Citation: In Recognition of Haiti Works! for aiding Haiti in its long term recovery and rebuilding efforts.

City Council Citation: In Recognition of Haiti Works! for aiding Haiti in its long term recovery and rebuilding efforts.

96-12 Public Hearing re: Approval of Revenue Bonds concerning the Jewish Home Project, Series 2013.

Council Discussion with Administration on Sikorsky Airport Safety Zone Installation and Easement Issue.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: June 3, 2013

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

111-12 Communication from OPED re: Proposed Resolution requesting the Adoption and Authorization to Implement the Black Rock School Municipal Development Plan ("BRSM DP") also Ordering a Public Hearing Relative to the same, referred to Economic and Community Development and Environment Committee.

112-12 Communication from Mayor re: Dennis A. Bradley II, Esq. (D) to the Fire Commission, referred to Public Safety and Transportation Committee.

113-12 Communication from Mayor re: Appointment of James C. Carl (D) to the Ethics Commission, referred to Miscellaneous Matters Committee.

114-12 Communication from City Attorney re: Proposed Resolution regarding Acquisition of the New Senior Center in 2013 and the Temporary Relocation of the Downtown Cabaret Theatre in 2014, referred to Economic and Community Development and Environment Committee.

RESOLUTIONS TO BE REFERRED TO BOARDS, COMMISSIONS, ETC.:

- 115-12** Resolution presented by Council Member Lyons re: (Ref. #29-09) Request that Resolution 29-09 be amended to remove the language "in and about the Island of Hispaniola" and the words "in Haiti" be placed in designated area of Resolution, referred to Public Safety and Transportation Committee.
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- *85-12(PHO)** Economic and Community Development and Environment Committee Report re: Public Hearing Ordered for August 5, 2013: re: Disposition of City-Owned Properties to the Housing Authority.
- *92-12** Economic and Community Development and Environment Committee Report re: Grant Submission: State Department of Education for a 2013-2014 YSB Enhancement Grant.
- *93-12** Economic and Community Development and Environment Committee Report re: Grant Submission: State Department of Education for a 2013-2015 Youth Service Bureau Grant.
- *94-12** Economic and Community Development and Environment Committee Report re: Grant Submission: FY 2012-2013 Medical Reserve Corps Capacity Building Award (CBA) Competitive Award.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR) CONTINUED:

- *65-12** Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with Wilmer Carde.
- *87-12** Miscellaneous Matters Committee Report re: Appointment of Carrie Picardi (D) to the Harbor Commission.
- *88-12** Miscellaneous Matters Committee Report re: Appointment of Bruce Williams (D) to the Energy Improvement District.
- *96-12** Budget and Appropriations Committee Report re: Approval of Revenue Bonds concerning the Jewish Home Project, Series 2013.

MATTERS TO BE ACTED UPON:

- 45-12** Economic and Community Development and Environment Committee Report re: Disposition of Property Located at 1136, 1144, 1148-50, 1154-56 and 1160-62 Main Street ("The Preservation Block") and Authorizing a Partial Tax Abatement in Support of the Preservation Block's Historic Renovation and Redevelopment as a Mixed-Use Residential, Retail and Commercial Complex.
- 71-12** Economic and Community Development and Environment Committee Report re: (Ref. #151-11) Disposition of Property Located at 1163 and 1149 Main Street in the Downtown North Redevelopment Area.
- 72-12** Economic and Community Development and Environment Committee Report re: Disposition of Properties in the Jayson-Newfield Block in the Downtown North Redevelopment Area and Authorizing a Tax Incentive Agreement in Support of the Jayson-Newfield Block's Historic Renovation and Redevelopment as a Mixed-Use Residential, Retail and Commercial Complex.
- 97-12** Economic and Community Development and Environment Committee Report re: Resolution Authorizing a Tax payment Agreement for the Development of a Skilled Nursing and Assisted Living Facility at 4200 Park Avenue (The Jewish Home Project).

**CITY OF BRIDGEPORT, CONNECTICUT
NOTICE OF PUBLIC HEARING
REVENUE BONDS
(JEWISH HOME PROJECT)
SERIES 2013**

The City of Bridgeport, Connecticut (the "City") will hold a public hearing at 7:00 p.m. on Monday, July 1, 2013 before the City Council at the Bridgeport City Hall, City Council Chambers, 45 Lyon Terrace, Bridgeport, Connecticut, 06604 regarding a resolution (the "Resolution"), proposed to be approved by the City Council after the public hearing, authorizing the City's plan to issue Revenue Bonds of the City not to exceed an aggregate amount of \$72,000,000 (the "Bonds") pursuant to the Connecticut City and Town Development Act, Chapter 114, Section 7-480 et seq. of the Connecticut General Statutes. The proceeds of the Bonds will be loaned to The Jewish Home For The Elderly Of Fairfield County, Incorporated (the "Borrower") in connection with the Borrower's plan to acquire land and to design and construct a new approximate 350,000 square foot, five story, 300 unit skilled nursing and assisted living facility (including meeting rooms, a pool, a fitness area, furniture, fixtures and equipment) to be located at 4200 Park Avenue, Bridgeport, Connecticut (the "Facility"), and such proceeds will be used to (i) fund the planning, design, property acquisition and construction of the Facility at 4200 Park Avenue, Bridgeport, Connecticut, (ii) fund certain costs of issuance associated with the Bonds, (iii) fund any required reserve funds for the Bonds; and (iv) fund capitalized interest on the Bonds during the construction of the Facility (collectively, the "Project"). The City shall not be obligated to pay the principal of, premium, if any, or interest on the Bonds. Neither the full faith and credit nor taxing power of the State of Connecticut or the City of Bridgeport shall be pledged to the payment of the principal of, premium, if any, or interest on the Bonds, nor shall the Bonds be payable out of any funds or properties of the City other than those pledged for the payment thereof. The Resolution will authorize the Mayor, the Finance Director and the Treasurer, collectively, to issue the Bonds on behalf of the City, and to negotiate and document the terms and conditions of the repayment of such loan to the Borrower. The payment of principal, premium, if any, and interest on the Bonds shall be secured by a pledge of certain revenues, receipts, funds or moneys derived by the City under the terms of a Loan Agreement, amounts to be deposited in certain funds established by an Indenture, the assets and revenues of the Borrower from any source, including the Project, and by a mortgage and a security agreement on the Facility, including a collateral assignment of leases and rents on the personal and real property of the Project and an assignment of all contract rights and general intangibles of the Borrower with respect to the Project to be located at 4200 Park Avenue, Bridgeport, Connecticut which shall be owned and operated by the Borrower.

At the time and place set forth above, all interested persons may appear and be heard. In lieu of such appearance, interested persons may submit written comments on or before 4:30 p.m. on Monday, July 1, 2013 addressed to the City, c/o Office of the City Clerk, 45 Lyon Terrace, Bridgeport, Connecticut 06604. After the hearing, the City will consider the adoption of the Resolution approving the issuance of the Bonds.

Pursuant to C.G.S. §7-482(1), the Resolution has been filed for public inspection with the City Clerk's Office, 45 Lyon Terrace, Room 204, Bridgeport, Connecticut 06604.

Attest:

Fleeta C. Hudson
City Clerk

AD ENDS ABOVE LINE

Requires Certification

1 Edition - Connecticut Post

Run Date: **Thursday, June 20, 2013**

Emailed to: Legal Ad Dept. at publicnotices@ctpost.com

P.O.: 13000241

Account #: 111171

Dated: June 18, 2013

Sent By:

Lounette Pettway

City Clerk's Office

45 Lyon Terrace

Bridgeport, CT 06604

(203) 576-7081

FAX # 332-5608

Ec: Mayor Bill Finch
City Council Members
M. Anastasi, City Attorney
T. Sherwood, OPM Director
A. Kelly-Lenz, Finance Director
R. Preston, Treasurer
M. Andreana, Bond Counsel/Pullman & Comley, LLC
J. Stafstrom, Bond Counsel/Pullman & Comley, LLC
Y. Yilma, Bond Counsel/Pullman & Comley, LLC

**CITY OF BRIDGEPORT
CITY COUNCIL
PUBLIC SPEAKING SESSION
MONDAY, JULY 1, 2013
6:30 PM**

Council President McCarthy called the public speaking session to order at 6:35 pm.

The following persons signed up prior to the public speaking session:

Cecil C. Young
99 Carroll Avenue
Bridgeport, CT 06607

RECEIVED
CITY CLERK'S OFFICE
2013 JUL - 9 AM 4:50
ATTEST
CITY CLERK

Mr. Young stated that it was a shame that the city uses taxpayer dollars to overturn judgment to pay for an appeal. He emphasized that Mr. Vallas should pay out of his pocket if he wants to appeal. He went on to mention that there were twenty-four schools failing and although he had nothing against Mr. Vallas, he said he shouldn't be allow to waste taxpayer money; he should use his money or the city's money.

He spoke about his past termination with the City and stressed that it was a disgrace that he was employed for 27-years and denied his benefits. He stated that the city council wasn't elected to cover up unethical acts.

He further noted that Carmen Lopez should be reimbursed for her legal advice related to the determination of Mr. Vallas not being qualified as Superintendent of Schools.

Clyde Nicholson

Mr. Nicholson pointed out the sign that was displayed that read "BOE Hiring - No Certification Required" and another sign that read "No One is Above the Law". He stated that eight months ago, he took the sign to a Board of Education board meeting and yet they went and hired and paid Mr. Vallas a large salary. He said he thought that whoever hired him and brought him to Bridgeport should be the one they go after. He said it was up to the state to know who they were hiring. He said the people were being robbed, in a term he coined "Robbing the Hood". He went on to say that the five board members voted in favor of hiring Mr. Vallas, even though the president of the Board of Education previously mentioned that his children don't attend public school. Overall, he felt strongly that the best interest of public schools is being ignored. He said they should bring to justice whoever was responsible for the illegal action and he agreed with Mr. Young that the appeal should be paid for out of Mr. Vallas pocket.

John Marshall Lee
30 Beacon Street
Bridgeport, CT 06605

The following statement was read during the public speaking session:

City Council Comments July 1, 2013

Council President McCarthy, members of the Council and my fellow citizen taxpayers present at this meeting or viewing the meeting on television, good evening.

The first business day of the new 2013-14 fiscal year is complete. One year closed last Friday and the other began today. There is much in the City that is not settled as we gather this evening. And you as City Council members are farther from competence and knowledge about City matters than you were one year ago or perhaps five years ago.

By way of explanation let me remind you that at the eleventh hour of budget hearings 13 months ago, you made a change to eliminate two positions providing legislative staffing to you. One had been an empty "ghost position" for years and I had no problem with eliminating that one, but the other position was filled by a knowledgeable City employee With actual City Council experience his background. I believe he was helpful to many but for the most part it did not seem you used him to research and pull things together for you. You cannot officially tell the public tonight whether your watchdog duty on City finances brought us to a surplus or another deficit. But the reason is not only that the books are still open pending "adjustments" but that your B&A committee performed precious little "oversight" this past year, and that apparently is OK with the rest of you. The City eliminated about \$4 Million of ghost positions in September, but why, how and what that would mean to the rest of your budget was not discussed in the minutes that reach the public. Why not? Is it a secret? Does it reveal that you padded the budget in two of the past three years with "ghosts" and took no credit when those dollars were available to do something else? Are you happy with the Fitch ratings downgrade from A neutral to A outlook negative.

And what else? The other major variance for nearly two years now is the overtime charged public safety employees well above that which was budgeted. In the most recently available monthly report it looked like \$5.5 Million in the red. How can that be? And where are your questions? Perhaps you will look at the Council Ordinance from decades ago that provided an external overtime program for police. It now connects with their new contractual move to State of CT MERF that allows overtime to be used to calculate retirement income. If you get enough overtime for three years near retirement it can double retirement payout for life. Maybe the Ordinance is due revision? Maybe the union negotiations termed successful by the Mayor had an unintended consequence? Maybe flagmen at worksites will work in Bridgeport safely as well as they do in other communities? Many of these employees are doing a great job for us but they are not taxpayer residents and voters. So why is there so much generosity with our money?

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You are running for office perhaps in the fall. I shall send you a thoughtful list of criteria in the direction of better governance of our City. Read the statements please. Ask questions if their intent is unclear. Some candidates will subscribe to them and others will ignore them I predict. Let's see what the voters think. That is the test. And speaking of voters with children in the schools. What is being done about the City failing to include the "minimum budget requirement in the submitted and approved budget. I hear that this was a mistake like the Stratford driveway? Well you need more info, don't you? Ask for it. If you fail to get it, ask for it again. Refuse to vote on an issue until you are satisfied. Would that not be the courageous effort of a Council representative working for his/her constituents? Time will tell.

John Marshall Lee, 30 Beacon Street, Bridgeport, CT 06605 203-521-1930 CELL

The public speaking session closed at 6:55 pm.

**CITY OF BRIDGEPORT
CITY COUNCIL MEETING**

**MONDAY, JULY 1, 2013
7:00 PM**

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

ATTENDANCE: Council members: Brannelly, Stafstrom, Banta, Taylor-Moye, Olson, Brantley, T. McCarthy, Lyons, Vizzo-Paniccia, Bonney, Blunt, dePara, Silva, Ayala, Martinez, Paoletto, Baker

ABSENT: Council members: Austin, Marella, Holloway

Mayor Finch called the meeting to order at 7:12 pm.

- Prayer - Council member Olson offered the prayer.
- Pledge of Allegiance - Council member Brannelly led the pledge of allegiance.
- Moment of Silence - for the nineteen fallen firefighters in Arizona.
- Roll Call - the city clerk took the roll call and announced there was a quorum.

Council President Announcement - It was stated that Council member Marella was on vacation.

Council Discussion with Administration on Sikorsky Airport Safety Zone Installation and Easement Issue.

Council President McCarthy requested that the Council Discussion regarding the above item be moved to the end of the agenda.

Council President McCarthy acknowledged the 2013 Barnum Festival Ringmaster John Stafstrom in the audience. He expressed that he was one of the best ringmasters that the city has seen.

Mayoral Citation: In Recognition of Haiti Works! for aiding Haiti in its long term recovery and rebuilding efforts.

Mayor Finch, Council President McCarthy and Council members: Lyons, dePara, Bonney came forward to present the citation. And the members of the organization Haiti Works came forward to accept the citation.

Mayor Finch recalled the terrible earthquake that occurred in Haiti. He relayed that temporary office space was given to the organization to use as disaster relief space. He stated that it was a real team effort and that the residents of Haiti never lost faith, despite the devastation that occurred. He further mentioned the fire truck that was donated by the city and he mentioned the rebuilding efforts that are still in progress – *Mayor Finch read the Mayoral Citation wishing Haiti Works continued success!*

Council President McCarthy recognized Council member Lyons as the initial advocate in getting the fire truck donated to Haiti. He stated that it wasn't an easy task and it involved an enormous process. He expressed that he was proud of Council member Lyons for all her hard work.

City Council Citation: In Recognition of Haiti Works! for aiding Haiti in its long term recovery and rebuilding efforts.

Council member Lyons thanked everyone for their support. She relayed that in doing her missionary work, she realized the appreciation she had for this country, noting that when one experiences all the struggles and hardships that other countries face, as in the case of Haiti; they still remain a kind and appreciative people. She further extended her thank you to everyone that was involved in the cause and she acknowledged the members of Haiti Works for what they have accomplished. She mentioned that the venture was successful and she emphasized that they really are good things achieved in the City of Bridgeport. – *Council President McCarthy read the City Council Citation.*

A member of Haiti Works Pierre D'Haiti thanked the city council and Mayor Finch for the citation. He relayed that for three years, they have nurtured the dream that Bridgeport had to bring hope to the country. He recalled that the fire truck that was adopted by Bridgeport was utilized and 2.2 million were served. Overall, he said that rebuilding is an ongoing process and he urged support of those that would like to get involved. He sincerely thanked everyone for their support.

Council member Lyons thanked the Bridgeport Fire Department and Mayor Finch for their support.

96-12 Public Hearing re: Approval of Revenue Bonds concerning the Jewish Home Project, Series 2013.

Mayor Finch asked if there was anyone present to speak in favor of the item.

Andrew Banoff, President and CEO of the Jewish Home came forward. He stated that they were excited about the opportunity to present the construction and relocation of the entire community from Fairfield location to the City of Bridgeport. He stated that they have worked for the last year and a half with Mayor Finch and his team to ensure that the new facility will bring together nearly (800) employees, noting that the staff members already resided in Bridgeport. He said the idea is to not only build a new facility, but that it will be the first of its kind. He said when they designed the nursing home, it was done to enhance the care of the residents.

Mr. Banoff recognized the resident president of the Jewish Home Selma Rosenblatt. He relayed that she starred in a movie that was shown at the Bijou Theatre about Jerusalem. He also recognized the other board members that were present from the Jewish Home. He requested continued support for the Jewish Home project.

John Marshall Lee stated that he was in support of the item. He commented that he was pleased that the Jewish Home would make actual payments instead of taking advantage of a PILOT (payment in lieu of taxes). He urged the city council to consider this option for other city projects.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: June 3, 2013

- ** COUNCIL MEMBER BRANTLEY MOVED TO ACCEPT THE MINUTES**
- ** COUNCIL MEMBER BRANNELLY SECONDED**
- ** MOTION PASSED UNANIMOUSLY**

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**** COUNCIL MEMBER PAOLETTO MOVED TO COMBINE AND REFER COMMUNICATIONS TO BE REFERRED TO COMMITTEES and RESOLUTIONS TO BE REFERRED TO BOARDS, COMMISSIONS, ETC.**

**** COUNCIL PRESIDENT McCARTHY 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 Stafstrom requested to remove the following items:

- *69-12 Public Safety and Transportation Committee Report re: Request for the Discontinuance of a Portion of School Street as a part of the Black Rock Elementary School Expansion Project.**

- *96-12 Budget and Appropriations Committee Report re: Approval of Revenue Bonds concerning the Jewish Home Project, Series 2013.**

Council member Baker requested to remove the following item:

- *98-12** Contracts Committee Report re: Resolution Approving a Lease and Option to Purchase Agreement with JRRC Associates for 53 Seaview Avenue and 85 Seaview Avenue.

The city clerk read the remaining consent calendar items into the record.

- *69-12** Public Safety and Transportation Committee Report re: Request for the Discontinuance of a Portion of School Street as a part of the Black Rock Elementary School Expansion Project. - *removed*
- *77-12** Economic and Community Development and Environment Committee Report re: Rescinding Resolution #26-05 Authorizing to Sell Five (5) City-Owned Parcels to the Junior League of Eastern Fairfield County.
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**** COUNCIL MEMBER McCARTHY MOVED TO APPROVE**

**** COUNCIL MEMBER PAOLETTO SECONDED**

**** MOTION PASSED UNANIMOUSLY**

Mayor Finch returned to ***69-12** Public Safety and Transportation Committee Report re: Request for the Discontinuance of a Portion of School Street as a part of the Black Rock Elementary School Expansion Project.

Council member Stafstrom stated that after some discussion, it was decided to return the item to committee.

**** COUNCIL MEMBER PAOLETTO MOVED TO RETURN ITEM *69-12 TO THE PUBLIC SAFETY and TRANSPORTATION COMMITTEE**

**** COUNCIL MEMBER MARTINEZ SECONDED**

**** MOTION PASSED UNANIMOUSLY**

Mayor Finch returned to ***98-12** Contracts Committee Report re: Resolution Approving a Lease and Option to Purchase Agreement with JRRC Associates for 53 Seaview Avenue and 85 Seaview Avenue.

**** COUNCIL MEMBER PAOLETTO MOVED TO APPROVE**

**** COUNCIL MEMBER MARTINEZ SECONDED**

Council member Baker stated that the item concerned his district and there were some environmental issues associated with the property. He recalled that questions were asked about the amount of contamination, but he hasn't received any updated information. He

questioned whose responsibility it will be for the removal of the contamination and the amount of contamination.

Bill Coleman, OPED responded that the phase-1 and phase-3 reports are available, however; the information hasn't been presented due to the sensitivity of the matter. He relayed that the design of the site would be capped and he added that there are some administrative issues to address. However, he said the exact cost or the amount of contamination isn't known yet. He relayed that he doesn't foresee the environmental issue to be daunting, however; if anything is found, they will adhere to all the EPA guidelines. He noted that it will be approximately one year from the design phase to the onset of construction. He briefly relayed details of the cost that may be incurred for construction of the asphalt parking lot and grassed areas.

Council member Baker expressed that the project is greatly needed, however his main concern was not being an advocate of lease agreements. He said he thought they should be able to negotiate a purchase price agreement as opposed to leasing. He commented that the market may go and the lease price could be doubled.

Mr. Coleman relayed that there is an exclusive option to buy. He stated that they would rather lock the property up for pennies on the dollar now, than to take the risk of someone else acquiring the property. He explained that with a lease, the city has exclusive control to oversee their destiny. Council member Baker replied that in his experience, he has seen this type of lease agreement fall through, so that was the reason why he is strongly reluctant about the lease agreement.

Council member dePara echoed the same concerns that Council member Baker had. He explained that the biggest concern were the funds to pay for the project. He said when you look at the agreement, it's a good deal to make better use of the waterfront. However, he was concerned about the language contained in the resolution regarding responsibility for the environmental clean up and any potential contaminants. He stated that he would vote against the item.

Mayor Finch stated that they have capped many brownfields for parking lots in the past and the asphalt has been removed. He said the remediation action plan is in place and the parking lot can be capped. He stressed that to say it had to be cleaned up was a misrepresentation because it hasn't been found yet.

Council member Brantley commented that the residents should be able to enjoy the waterfront. She stated that she was in favor of the project and she trusted their judgment. She agreed that no harm should result from capping the property and it's important to ensure that there isn't any harm to the residents. She said if that's not the case, then obviously, all bets should be off. She further mentioned that the land should become functional for the pleasure of the children and the safety of the citizens.

Council member Brannelly recalled that all the comments mentioned tonight were discussed at the committee meeting. She stated that the lease is the perfect answer to the environmental concern, because they have the opportunity to seize the land for the community and the city without any potential environmental issue. She reminded everyone that capping the parking lot might remedy any environmental problem and she added that

the committee requested a report be submitted every three months. She said it will be a tremendous extension of the Park City to enjoy the beach and nature preserve as they begin and complete all phases of the project. She expressed that the thought of being short-sided and not providing a place for people to park is sad and the lease will allow time to ensure that there aren't any major environmental issues that could be costly if the property is purchased outright.

Council member Paoletto stated that they have been down this road before. He concurred that all the comments mentioned tonight were discussed during committee and he urged his colleagues to move forward tonight in favor of the project. He emphasized that too many projects have been stalled in the past due to the same issue.

Council member Silva clarified that this was a city council meeting and he didn't feel that Mayor Finch shouldn't have responded and berated a council member for their comments. He said he would vote in favor, because he felt the community should be able to access the beach, noting that the people that ultimately use the parking lot may not all be Bridgeport residents.

**** COUNCIL MEMBER BAKER MOVED TO TABLE** -With the comment that he strongly urged the purchase of the property and to allow time to negotiate a purchase price

There was no second to the motion

The motion failed.

**** COUNCIL MEMBER SILVA MOVED TO APPROVE**

**** COUNCIL MEMBER PAOLETTO SECONDED**

**** MOTION PASSED WITH FOURTEEN VOTES IN FAVOR AND THREE VOTES IN OPPOSITION (COUNCIL MEMBERS: BAKER, dePARA and OLSON)**

Mayor Finch returned to *96-12 Budget and Appropriations Committee Report re: Approval of Revenue Bonds concerning the Jewish Home Project, Series 2013.

**** COUNCIL MEMBER PAOLETTO MOVED TO APPROVE**

**** COUNCIL MEMBER dePARA SECONDED**

Council member Stafstrom stated that while he isn't going to actually work on this project, the law firm that he is affiliated with will be representing the Jewish Home; so that's the reason that he pulled the item off the agenda.

Council member Lyons said she had concerns about the bonding issues. However, she recalled that Andrew Banoff provided a vast amount of information regarding the

financials, including a breakdown of costs. She relayed that jobs will be created and they were assured that the project would be good for the 134th district. Overall, she felt it would be one of the greatest projects ever done in the city.

Council President McCarthy echoed Council member Lyons comment that it's a great project. He said the project will bring construction jobs and other types of jobs. He added that it will look fantastic and enhance the north end of Bridgeport. He said that although the Jewish Home isn't obligated to pay taxes, a contribution will be made to the city voluntarily. And most importantly, there is zero risk to the City of Bridgeport in relation to bonding. He said that if anything does go wrong with the project, there is no bond liability to the City of Bridgeport.

Council member Baker stated that he still had a couple of questions, but he felt comfortable enough to support the project and he hoped that the Jewish Home will be an asset to the city.

Council member Vizzo-Paniccia thanked the Jewish Home for coming into the city. She commented that all the information that was submitted was appreciated. And she thanked them for being a part of enhancing Bridgeport.

Council member Brannelly welcomed the Jewish Home to Bridgeport. She said she was thrilled to see this kind of activity inland. She recalled that there were numerous questions asked and they were thoroughly answered during committee; however, she urged Council member Baker to bring any additional questions forward if he still had a concern about the project.

Mayor Finch acknowledged city staff persons; David Kooris, Kelly Lenz and Alana Kabel for their assistance with the project.

**** MOTION PASSED WITH SIXTEEN VOTES IN FAVOR AND ONE ABSTENTION
(COUNCIL MEMBER STAFSTROM)**

MATTERS TO BE ACTED UPON:

88-12 Miscellaneous Matters Committee Report re: Appointment of Bruce Williams (D) to the Energy Improvement District.

45-12 Economic and Community Development and Environment Committee Report re: Disposition of Property Located at 1136, 1144, 1148-50, 1154-56 and 1160-62 Main Street ("The Preservation Block") and Authorizing a Partial Tax Abatement in Support of the Preservation Block's Historic Renovation and Redevelopment as a Mixed-Use Residential, Retail and Commercial Complex.

71-12 Economic and Community Development and Environment Committee Report re: (Ref. #151-11) Disposition of Property Located at 1163 and 1149 Main Street in the Downtown North Redevelopment Area.

72-12 Economic and Community Development and Environment Committee Report re: Disposition of Properties in the Jayson-Newfield Block in the Downtown North Redevelopment Area and Authorizing a Tax Incentive Agreement in Support of the Jayson-Newfield Block's Historic Renovation and Redevelopment as a Mixed-Use Residential, Retail and Commercial Complex.

**** COUNCIL MEMBER PAOLETTO MOVED TO APPROVE**

**** COUNCIL MEMBER BRANTLEY SECONDED**

**** MOTION PASSED UNANIMOUSLY**

97-12 Economic and Community Development and Environment Committee Report re: Resolution Authorizing a Tax payment Agreement for the Development of a Skilled Nursing and Assisted Living Facility at 4200 Park Avenue (The Jewish Home Project).

**** COUNCIL MEMBER PAOLETTO MOVED TO APPROVE**

**** COUNCIL MEMBER BRANTLEY SECONDED**

**** MOTION PASSED WITH SIXTEEN VOTES IN FAVOR AND ONE ABSTENTION (COUNCIL MEMBER STAFSTROM)**

**** COUNCIL MEMBER LYONS MOVED TO SUSPEND THE RULES TO ADD
ITEM 59-12 TO THE AGENDA RE: Application for Waiver to Extend
Driveway Width located at 4200 Park Avenue – Jewish Home Fairfield
County Project**

**** COUNCIL MEMBER PAOLETTO SECONDED
** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER BRANTLEY MOVED TO APPROVE
** COUNCIL MEMBER LYONS SECONDED
** MOTION PASSED UNANIMOUSLY**

There was a brief presentation by David Kooris for the following items:

71-12 Economic and Community Development and Environment
Committee Report re: (Ref. #151-11) Disposition of Property Located at
1163 and 1149 Main Street in the Downtown North Redevelopment Area.

72-12 Economic and Community Development and Environment
Committee Report re: Disposition of Properties in the Jayson-Newfield Block
in the Downtown North Redevelopment Area and Authorizing a Tax Incentive
Agreement in Support of the Jayson-Newfield Block's Historic Renovation
and Redevelopment as a Mixed-Use Residential, Retail and Commercial
Complex.

Mr. Kooris presented a slide overview of the buildings as they currently are and the proposed uses for housing, commercial and retail. He noted that the boy's club will also be renovated. He stated that the state allocated a \$45 million grant and the City of Bridgeport received \$16 million for the redevelopment.

Mr. Coleman referred to the slides denoting the map for the redevelopment and he talked about the economic impact of the project, in reference to the purchase price and the tax incentive that will be seen, broken down by the designated use of each building.

Mr. Kooris briefly discussed the proposed parking accommodations.

Council member Lyons asked how long it would take for each project. Mr. Kooris said each agreement has performance measures built in. He stated that two years was the guideline to demonstrate significant performance. He further ensured that the owners of the properties won't be able to flip a property and Mr. Coleman added that generally, the contract contains an anti-flip clause.

Mr. Kooris stated that when the projects are completed, a majority of the units will be market ready and at market rate. He noted that they were working hard to incorporate units to increase the value.

Council member Taylor-Moye commented that she appreciated the presentation and she thanked the co-chairs for submitting the questions. She further commented that it was important for the community to find out what's being planned. Overall, she said there is excitement about the projects in the downtown district and she was in full support.

Council member Stafstrom thanked the Office of Planning and Economic Development, the co-chairs of the committee and Council member Brantley for bringing the matter forward. He asked Mr. Kooris to brief the council on how they arrived at the PILOTs. Mr. Kooris reviewed that a strategy was devised. The philosophy was to link tax income and payments to the city for a gross revenue to achieve a finite rent price and a range of percentages based on the property or building they were talking about.

Council member Brantley thanked Mr. Kooris and Mr. Coleman for the presentation. She relayed her and other council member's compassion and memory of all the old buildings and she expressed that through the years, as the buildings and businesses closed, it was bittersweet. So she said it will be great to see the revival of the buildings and properties with new construction and renovations.

Council member Brantley asked about any remediation measures that will be taken during demolition of the buildings. Mr. Coleman replied that every measure will be taken to remediate the property(s) after any demolition.

Council member Olson expressed his enthusiasm about the projects.

**** COUNCIL MEMBER BRANTLEY MOVED TO APPROVE
** COUNCIL MEMBER McCARTHY SECONDED
** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER SILVA MOVED TO SUSPEND THE RULES FOR THE
PURPOSE OF ADDING AN ITEM TO THE AGENDA**

**** COUNCIL MEMBER MARTINEZ SECONDED**

**** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER SILVA MOVED TO APPROVE**

**MATTER TO BE ACTED UPON: 110-12 Contracts Committee Report re: Waiver
of Restrictive Covenant with Cambridge Manor.**

**** COUNCIL MEMBER BRANTLEY SECONDED
** MOTION PASSED UNANIMOUSLY**

Council Discussion with Administration on Sikorsky Airport Safety Zone Installation and Easement Issue.

Mayor Finch read a statement to address this matter – reference a copy in the city clerk's office.

Council President McCarthy updated that the council met in caucus at the last meeting to decide how they wanted to deal with this matter. He relayed that the reason the item was on the agenda was to ask the city attorney general questions in regard to what happened.

City Attorney Anastasi stated that he would refer to the package of information that was submitted as he went through the presentation for questions. He clarified that this was not a public hearing and that the information was strictly for the administration – *he reviewed the contents of the package information as it was outlined.*

He stated that due to the ongoing investigation, he may not be able to answer some questions. However, he stated that a full accounting of the investigation will be presented in the near future.

Below is a limited summary of the topics he addressed and referenced:

- Runway 624
- Exhibit-3
- Construction and replacement of the runway access way
- Environmental concerns
- The construction of a 300-yard access way and a 400-ft driveway – per exhibit-6

He recalled the tragedy that occurred on the runway at the airport during 1994, which he said spurred the need for an airport safety zone.

Council President McCarthy recalled that the Airport Commission approved the easement to move the runway. However, he said the commission had no say in the procurement process. Attorney Anastasi replied that was correct.

Council President McCarthy asked the following questions:

- If they are removing the access way and they have a right to the access way, is it the city's responsibility to replace the access way - **Response** – yes.
- Why was the access way replaced with a gravel road and why did the City of Bridgeport have to pay for it. **Response** – the process was in place and the city wanted to assume the pre-approved plans to gravel the road. The access way was operable and the city chose to assume the additional expenditures for the design that was approved.
- Was there any attempt to go to the four property owners and try to recoup some of the money back to the taxpayers. **Response** – they didn't see any expectation from recouping money from something that already had been constructed.

City Attorney Anastasi clarified that the purpose of the discussion tonight, was to express to the council that the matter is being addressed and investigated; as it pertains to the alleged claims of unethical behavior, laws broken or criminal wrong doing.

The following council members made comments and asked City Attorney Anastasi general questions and recorded the responses for their information:

Council members: Paoletto, Brannelly, Stafstrom, Lyons, Olson, Banta, Silva and Taylor-Moye.

Mayor Finch commented that they intend to get to the bottom of the problem and restore the trust that has been lost.

ADJOURNMENT

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

The meeting adjourned at 11:10 pm.

Respectfully submitted,

Diane Graham
Telesco Secretarial Services



City of Bridgeport, Connecticut
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT
DEPARTMENT OF CITY PLANNING
MARGARET E. MORTON GOVERNMENT CENTER

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DAVID M. KOORIS
Director

MICHAEL P. NIDOH
Director of Planning

BILL FINCH
Mayor

June 21, 2013

Comm. #111-12 Referred to ECD&E Committee on
7/01/2013

Honorable Bridgeport City Council
c/o Office of the City Clerk
City Hall – Room #204
45 Lyon Terrace
Bridgeport, CT 06604

RE: Request of City Council
Adoption of the Black Rock School
Municipal Development Plan (“BRSM DP”)
And
Request for Authorization to Implement
The BRSM DP

RECEIVED
CITY CLERK'S OFFICE
2013 JUN 26 A 11:43
ATTEST
CITY CLERK

Dear Honorable Councilpersons:

The City of Bridgeport's School Building Committee (“SBC”) has been pursuing the Black Rock Elementary School Expansion Project now for the better part of a year. The architect's plans have advanced to the point where the City has initiated various steps associated with assembling the site called for by the school's architects. The SBC directed the City staff to pursue all acquisitions via a “friendly taking” process whereby the City acquired two (2) independent appraisals for each parcel identified for the taking in this project's boundaries and make an offer to the property owners within the range of values identified in these appraisals. Four of the five parcels slated for acquisition were readily acquired by the City under this process however; one owner would not agree to a fair market value and has refused to sell.

The SBC still needs this remaining property for the school project and under CGS Sec. 10-241a, the City may adopt a “municipal development plan” (“MDP”) and upon the legislative bodies adoption of such a plan, utilize the MDP's powers of eminent domain to acquire this parcel for the school project.

Attached, please find a copy of the proposed Black Rock School Municipal Development Plan (“BRSM DP”) that we are asking you to approve. The property in question is a vacant former utility company parcel that was acquired by the current owner after it was deemed to be excess property by the utility company, and the current owner is a “limited liability corporation” or

“LLC”. There is no relocation issues involved and the City has refreshed its title search and appraisal documents and is therefore, prepared to move forward to the courts immediately should the City Council so authorize us to.

Also attached, please find a Resolution of the City Council on this item. It contains two (2) issues for your consideration and approval and these are as follows:

1. The adoption of the *Black Rock School Municipal Development Plan* that follows the requirements of CGS Sec. 10-241a and the related redevelopment statues.
2. The request of the City Council to implement the *Black Rock School Municipal Development Plan* and specifically, the process for acquiring the remaining parcel needed for this school project. By the terms of the statue, the City has 180 days from the effective date of the City Council’s authorization to proceed with implementing this MDP to initiate its use of the powers of eminent domain to acquire this remaining parcel.

Staff from the City and/or its School Construction Program will be available to the members of the City Council to answer any questions that you may have regarding these items.

Concurrently, the City has filed a request for a CGS Sec. 8-24 Report from the Planning & Zoning Commission which is anticipated to be considered by them at their July 29, 2013 regularly scheduled meeting.

Furthermore, I believe that the City Council is required to conduct a public hearing on the proposed MDP and therefore; such a hearing should be scheduled as a part of this approval process.

Thank you in advance for your consideration of these requests.

Sincerely,



Michael P. Nidoh
Outgoing Director of Planning

Attachments: (2)

Pc: Andy Nunn – CAO (w/ attachments)
David Kooris – OPED (w/ attachments)
Ed Schmidt – Office of the City Attorney (w/ attachments)
Russell Liskov – Office of the City Attorney (w/ attachments)
Scott Baillie – O&G/School Construction Program (w/ attachments)

**RESOLUTION OF THE BRIDGEPORT CITY COUNCIL
REGARDING THE ADOPTION OF A
MUNICIPAL DEVELOPMENT PLAN ASSOCIATED WITH THE
BLACK ROCK ELEMENTARY SCHOOL EXPANSION PROJECT**

WHEREAS, the City of Bridgeport's School Building Committee ("SBC") has identified the Black Rock Elementary School as an educational facility in need of significant expansion and improvement; and

WHEREAS, this school project will involve: (a) the acquisition of five (5) privately-held parcels of land along School Street; (b) the discontinuance of a portion of School St., and (c) a contribution/transfer of a portion of a city-owned municipal parking lot in order to construct the expansion of the school, a cul-de-sac at the end of the proposed street discontinuance, and enhance the school's outdoor recreational facilities; and

WHEREAS, the City attempted to acquire the necessary parcels via "friendly acquisitions" and has successfully reached agreements with the property owners of four of these five parcels; and

WHEREAS, the Bridgeport Redevelopment Agency ("BRA"), as the owners of the municipal parking lot at 2909 Fairfield Avenue, that has street frontage along the portion of School Street proposed for discontinuance, has already agreed to contribute the necessary acreage and further agreed to waive their rights to any part of this public right-of-way slated to be discontinued at their Agency meeting on May 8, 2013; and

WHEREAS, the City made the remaining property owner an offer based upon the appraisals obtained by the City that was rejected, the City has now reached an impasse with this one remaining property to acquire a vacant and former utility company parcel and therefore, must resort to the enabling legislation contained with the CGS Sec.10-241a that provides for the taking of a site needed for school purposes by the powers of eminent domain; and

WHEREAS, acreage in question is a necessary parcel within the proposed school project's boundaries and is needed to be eligible for funds under the City and State funding formulas; and

WHEREAS, CGS Sec. 10-241a refers back to the Redevelopment Statues and requires the adoption of a Black Rock School Municipal Development Plan ("MDP") in order to utilize these statues' acquisition powers; and

WHEREAS, the Bridgeport Planning & Zoning Commission ("P&ZC") is being asked to render a "favorable" CGS Sec. 8-24 report on this proposed MDP at their July 29, 2013 meeting; and

WHEREAS, this overall school expansion project is in the best interests of the City of Bridgeport.

NOW, THEREFORE, BE IT RESOLVED that the Bridgeport City Council hereby approves the adoption of the ***Black Rock School Municipal Development Plan*** (see copy attached) in support of the proposed expansion of the Black Rock Elementary School Project.

BE IT FURTHER RESOLVED THAT the Bridgeport City Council hereby authorizes the City and/or any of its department and agencies to implement the objectives of the ***Black Rock School Municipal Development Plan*** including, but not limited to, the acquisition of real property according to the terms and conditions of the Plan and the enabling legislation. And that the Mayor or his designee – the Director of the Office of Planning & Economic Development (“OPED”) is hereby authorized to execute any and all documentation necessary to implement the intent of this resolution.

**BLACK ROCK PRE-K - 8 SCHOOL
Municipal Development Plan**

Bridgeport, Connecticut

June 25, 2013

City of Bridgeport
Office of Planning and Economic Development

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EXHIBITS

Exhibit #1	Site Location
Exhibit #2	Proposed Site Plan
Exhibit #3	Black Rock Pre-K – 8 School Project Area (Aerial)
Exhibit #4	Site Map: Housing and Commercial Identification (Acquisition)
Exhibit #5	Site Plan & Topography
Exhibit #6	Zoning

BLACK ROCK PRE-K - 8 SCHOOL MUNICIPAL DEVELOPMENT PLAN ("MDP")

This Municipal Development Plan ("MDP") has been developed by the Mayor and the City Council of the City of Bridgeport, CT acting by and through the Office of Planning & Economic development ("OPED") and with the assistance and guidance of the Bridgeport Board of Education ("BOE") and on behalf of the School Building Committee ("SBC").

The Black Rock Pre-K - 8 School Municipal Development Plan, hereafter known as the "Plan" was prepared in conformance with the provisions of the Connecticut General Statutes, Chapter 132 Municipal Development Projects. The primary objective of this MDP is to support the expansion of the existing Black Rock Pre-K - 8 School ("Project") by providing for a renovated, expanded and safe educational environment for the school age population of this neighborhood.

The Bridgeport Board of Education's own Facilities Plan has identified the need to expand the existing school program from its current K - 6 to a full Pre-K - 8 curriculum. The BOE has authorized the City's SBC to pursue State and local funding and to take any and all necessary steps to achieve this objective.

Furthermore, the City's 2008 Master Plan of Conservation and Development ("Master Plan") projects a population growth of nearly 10,000 residents by 2020 (see Sec. 3.3 - Population and Government Policies) and that the City will need to make investments in amongst other areas, education, job training and neighborhoods to accommodate this trend. This MDP is the latest in a multi-year and on-going effort to support the education programs for the children of Bridgeport's citizens.

This MDP is subject to the review and approval of the SBC and the Bridgeport City Council.

The description of the project, the rational (i.e. premise) behind its creation, the benefits envisioned as a result of this effort and the means by which the project will come to fruition are outlined below.

1. Municipal Development Plan – Project Area/Activities/Objectives

a. Introduction/Executive Summary

The Black Rock Pre-K - 8 School Expansion Project Area consists of all or a portion of seven (7) parcels abutting School Street between Brewster Street and Jetland Street. (See attached Exhibit #1) Three (3) parcels are on City Block #110 and four (4) parcels are on City Block #111 (See attached Exhibit #4).

On City Block #110, the three (3) parcels are as follows:

- 48 School St. (Block #110, Lot #2) containing 0.092 acres is owned by Glenshane,

LLC.

- 40-42 School St. (Block #110, Lot #3) containing 0.092 acres in owned by John Sweeney et als.

- 2909 Fairfield Ave. (Block #110, Lot #17) is owned by the City of Bridgeport and under the jurisdiction of the Bridgeport Redevelopment Agency ("BRA"). The BRA has approved a transfer of a portion of their site totaling 0.032 acres that is needed for the Project.

- 69 School St. (Block #111, Lot #36) containing 0.111 acres is owned by David Gregory Ritch and Genevieve Fanelli.

- 77 School St. (Block #111, Lot #37) containing 0.107 acres is owned by Ava Zilerfain.

- 83 School St. (Block #111, Lot #1) containing 0.065 acres is owned by Joseph W. Gray, Michael A. Brown & Becky Sue Brown.

- 545 Brewster St. (Block #111, Lot #33) containing 1.040 acres is owned by the City of Bridgeport and is the site of the existing Black Rock School.

Additionally, an approx. 205 foot-by-50 foot or 0.235 acre portion of School Street will be discontinued and committed to this Project.

The total Project acreage is **1.539 acres**.

The Black Rock Neighborhood consists of a mixture of low-to-medium density residential structures with a scattering of neighborhood commercial venues. A commercial corridor runs along Fairfield Ave. north of the site and contains several higher density residential uses along with restaurants, bars, retail and service uses and some institutional uses. The BOE's stated desire to expand the constrained existing school site was a determining factor in the selection of the identified parcels for acquisition.

To the south of the Project site is an established Catholic Church and parochial school. To the east is the major traffic artery of Brewster St. and a similar roadway in the form of Jetland St. is to the west. The three (3) parcels between the existing school and Jetland St. have been identified for acquisition as a part of this Project. To the north is School St. that is slated to be partially discontinued and the three (3) other parcels identified for acquisition in whole or in part.

The presence of the elementary school at this location is a stabilizing factor in the neighborhood and the proposed expansion of these educational facilities will contribute greatly to the City's ability to educate its children. Additionally, good schools contribute to the marketability of a neighborhood's residential and

commercial property values and enhance the quality of life in the area. The existing school has very limited outdoor recreational facilities consisting almost exclusively of hard surface play areas. The Project will greatly improve this aspect of the school's facilities by more than tripling the amount of outdoor "green" play space. (See attached Exhibit #2)

b. Determination of Findings and Relation of Plan to Definite Local Objectives.

The intent of this MDP is to improve the quality of education, the capacity of the school, and to assist in stabilizing the Black Rock neighborhood and the City of Bridgeport. The expanded Black Rock Pre-K - 8 School will enhance community pride, help meet the growing school age population needs, and allow for the neighborhood's children to now complete their primary education closer to their homes rather than having to be bused to other schools after the sixth grade.

The City's Master Plan states that education is especially critical in the city as the quality of Bridgeport's schools relate directly to the City's image and its ability to attract investment. As a result, education has been identified as one of the planning themes in the City's Master Plan.

The BOE's Master Facilities & Curriculum Plan has also identified the existing Black Rock Elementary School as being deficient in several areas. The Project as proposed will directly address several of these deficiencies by expanding the grade levels at the school; providing for currently non-existent science and technology laboratories; greatly expanding the recreational capabilities of the school; upgrading the handicapped accessibility of the school; and enhancing the overall pride of both the children, staff, and parents in their neighborhood school.

c. Provision for Modification and Termination.

The Black Rock Pre-K - 8 School Municipal Development Plan may be modified at any time by the City with the consent of the Bridgeport City Council and any other agency or board involved in the adoption process. Since the only affected redevelopers resulting from this MDP will be the City of Bridgeport and its agent, the Bridgeport Board of Education, any and all future modifications must be approved in the same manner as the MDP was initially adopted.

This MDP and/or any subsequent modifications herein will be in full force and effect for a period of time **no less than thirty (30) years from the date of approval of this MDP by the Bridgeport City Council** unless so voted on by the Bridgeport City Council at a date after the completion of the current Project.

d. Affirmative Action/Minority Participation Plan.

The City of Bridgeport maintains a Small and Minority Business Resource Office ("SMBR") to assist small and minority business compete for City contracts. City

Ordinances and Policies establish minority participation goals and all School Construction Projects adhere to these items. Additionally, the School Building Committee ("SBC") has a policy that is geared to requiring its contractors to make its best effort to achieve these minority participation goals, which are monitored by the SMBR office, and all aspects of a project competitively bid contains this requirement.

These Ordinances and Policies are applicable to the activities that are administered by the City, any of its subdivisions, and any agents representing the City. The performance goal for minority and female participation is expressed as a percentage of the aggregate dollar value of the project activities administered by the City and/or its agents. These percentages are as follows:

Mandatory Certified African-American participation:	30%
Female Participation ("WBE"):	15%
Minority Participation ("MBE"):	15%

The Minority Business Enterprise Ordinance (see the Bridgeport Code of Ordinances, Section 3.12.130) became effective on July 19, 2007 to provide for minority contracting opportunities; the hiring of local residents; and places a strong emphasis on purchasing materials and services from local MBEs.

School projects include funding from the State of Connecticut. Any Affirmative Action and Minority Participation/Business requirements required by the State funding source will also be included in all bids.

Specific language from the SMBR office plan will be incorporated in all contracts related to the Project and administered by the City or its agents. All contractors awarded any portion of the project must prepare and submit a Contractor's Minority Business Enterprises Utilization Form and comply with the provisions of Sections 4-11 and 4a-1 through 18 of the Regulations of State Agencies ("RSA"). The City and all applicable State agencies will monitor reports for compliance with these goals.

2. Project Area Description

a. Boundary Dimensions of the Black Rock Pre-K - 8 School Project Area

BEGINNING at the point of intersection of the southern street line of School Street and the western street line of Brewster Street; thence southerly along the western street line of Brewster St. S 41° 03' 48" E a distance of 159.83' to a point; thence westerly along the property line now or formerly of St. Ann's Church S 52° 55' 48" W a distance of 316.56' to a point; thence westerly along the property line now or formerly of St. Ann's Church S 53° 28' 03" W a distance of 109.51' to a point; thence northerly along the eastern street line of Jetland St. N 36° 34' 18" W a distance of 115.30' to a point; thence northerly along the eastern street line of Jetland St. N 36° 34' 18" W a distance of 50.00' to a point; thence easterly along the southern

property line now or formerly of the Bridgeport Redevelopment Agency S 46° 59' 01" W a distance of 84.13' to a point; thence along the southeasterly property line now or formerly of the Bridgeport Redevelopment Agency at a R = 50.00', Tan = 39.66, $\Delta = 76^\circ 50' 17''$ a distance of 67.05' to a point; thence northerly along the eastern property line of the Bridgeport Redevelopment Agency S 43° 06' 33" E a distance of 23.61' to a point; thence along the eastern property line now or formerly on KFAC Partners, LLC N 43° 06' 33" E a distance of 27.39' to a point; thence along the southern property line now or formerly of the 2889 Fairfield Ave., LLC N 46° 56' 08" E a distance of 40.00' to a point; ; thence along the southern property line now or formerly of Amr Wasfi S 46° 56' 08" W a distance of 40.00' to a point; thence southerly along the western property line of Peter Cummings N 43° 06' 33" W a distance of 99.75' to a point; thence across School St. to the southern street line of School St. N 43° 06' 33" W a distance of 50.00' to a point; thence easterly along the southern street line of School St. N 46° 59' 01" E a distance of approx. 210.00' back to the BEGINNING.

b. Legal Description of the Black Rock Pre-K - 8 School MDP Area

The "Boundary Dimensions of the Project Area" and the "Legal Description of the MDP Area" are one and the same. The MDP and Project boundaries encompass the existing school property; the five (5) full acquisition parcels; the one (1) partial parcel acquisition; and the discontinuance of a portion of School St.

See "a" above for the legal description.

c. Legal Description of the Land Use and Present Conditions

The MDP Project Area consists of: two (2) vacant single-family houses, one with a side yard that is a separate parcel; one (1) formerly owner-occupied three-family house with two (2) vacant apartments; one (1) vacant commercial (former utility company structure) building; a portion of a municipal parking lot; and the existing elementary school.

The surrounding neighborhood to the west, south and east is a mixture of institutional uses (i.e. churches, schools and related facilities) and 1 to 4-family houses. To the north, there are several 1 to 4-family houses and apartment buildings and the Fairfield Avenue Commercial Corridor consisting of restaurants, bars, retail stores, fast food restaurants, service shops, professional offices, and mixed-use structures.

The Zoning classifications within the MDP's boundaries consist of Residential-B (R-B) allowing for 1 – 4 family dwellings and Residential- C (R-C) allowing for higher density (i.e. 5-plus) residential units. The surrounding area consists of a similar mix of Zoning Districts together with the Institutional zone and the Office – Retail (O-R) zone along the commercial corridor of Fairfield Ave. The existing elementary school is within the R-B Zone and a change of zone to the R-C classification will be a part of this project.

The single-family houses, the parcel that is a side yard, the three-family structure, and the commercial parcel are all vacant. Building conditions of these structures are considered to be “poor-to-fair” at best and at least two of these structures could be considered a blighted influence on the immediate neighborhood.

3. Statement of Premise and Development Objectives

a. Premise for the Black Rock Pre-K - 8 School Municipal Development Plan

The City of Bridgeport is improving the quality of education through a variety of programs and projects; one of which is an aggressive program of rehabilitation and new school construction. The Black Rock Pre-K - 8 School project is the second neighborhood school to be targeted for either a new or renovation and addition school project (the first being the new Longfellow Elementary School).

The existing Black Rock Elementary School was built in 1900; there have been several smaller renovation and addition projects completed over the years resulting in the school to have multiple floor levels within the basic three-story building’s layout. The basic facility has not been able to keep up with the growing neighborhood population, changing educational program, technology needs and some ADA code requirements.

The expansion project will add approx. 18,000 square feet to the existing 45, 038 square feet of educational space; increase the number of classrooms by eight (8); add a General Purpose Room for use as a meeting hall, cafeteria, and in-door recreational space; and add an elevator and other ADA code compliance elements to this educational facility. As a result, this current K-6 grade school will expand to a full Pre K – 8 school.

The existing school site is a significantly constrained site (approx. 1.04 acres) with the building itself occupying most of the site. Staff off-street parking has to compete with student play space (all hard surface areas) for what little outdoor space remains. There are topography issues with the site which add to the site’s limitations for outdoor activity areas. Current bus and parent drop-off and pick-up areas tends to block traffic and requires students to exit these vehicles and navigate their way through parked cars on a busy arterial street.

The existing school finds it difficult to meet the State of Connecticut’s Space Guidelines for School Construction and Renovation which allows for up to 124 s.f. per student in grades 1-4; 156 s.f. per student in grades 5-6; and 180 s.f. per student in grades 7-8.

The premise for the Black Rock Pre-K - 8 School Municipal Development Plan is essentially the same as for every school renovation, school expansion, and/or new

school construction effort initiated by the City of Bridgeport for the past two decades: (1) improve the learning environment by providing a school building that supports the educational curriculum; (2) provides for the basic needs of the teaching and support staffs; (3) instills a sense of pride in the students so that they can identify themselves as being a part of this school and therefore want to attend classes there; (4) provides for a secure and safe physical environment in which children can feel safe and secure and thus - learn; and (5) provide a school facility that not only enhances the marketability of the immediate neighborhood but that of the city of Bridgeport as a whole.

b. Primary Goals of the Black Rock Pre-K - 8 School Municipal Development Plan

The primary goals of this Plan are as follows:

- Expand the school's population from a K – 6 to a Pre K – 8 curriculum.
- Expand the physical environment with the addition of approximately 18,000 s.f. of new construction.
- Expand both the amount of outdoor play space but also provide for separate age-appropriate playscapes.
- Improve the learning environment of the school's curriculum with the addition of science classrooms/laboratories.
- Provide a space for the students to gather as a group, eat their lunches in a cafeteria-like setting; and have an in-door recreational space during inclement weather.
- Bring the entire school facility into compliance with the Americans with Disabilities Act ("ADA").
- Greatly enhance the student's access and safety to, within, and from school.
- Make this school facility a beacon within the Black Rock neighborhood and the city of Bridgeport thus, improving the marketability and real estate values in the surrounding area.

c. Objectives of the Black Rock Pre-K - 8 School Municipal Development Plan

The objectives of this Plan are as follows:

- Provide a much needed expanded Black Rock Elementary School.
- Further enhance the City of Bridgeport's long-standing objective of providing educational equality throughout the city.
- Eliminating blighted areas whenever possible.
- Reduce crime through enhanced educational opportunities.
- Create a sense of neighborhood pride and identity.
- Encourage private reinvestment in the neighborhood through enhanced educational facilities and improvements to the physical landscape.
- Improve the City's tax base by indirectly enhancing the real estate values in the vicinity of the school project.

4. **General Land Use and Plan**

a. Existing Land Use, Zoning and Streets

The existing land uses within the Project area are a combination of: (1) residential (i.e. one-five plus family units); (2) institutional (i.e. the schools); and (3) a commercial use (i.e. the former utility property). The surrounding neighborhood is a combination of single-to-multi-family dwellings; retail, restaurant, and service shops and offices; and institutional uses such as churches and schools.

The existing zoning within the Project area is a combination of medium density residential (R-B Zone) and higher density residential (R-C Zone). The surrounding neighborhood is a combination of single-to-multi-family dwellings and institutional uses such as churches and schools (R-A, R-B and R-C Zones); and retail, restaurant, and service shops (Office – Retail: O-R Zone).

The City anticipates seeking a change of zone to bring all Project parcels under the R-C zoning classification that will accommodate the needs of the school expansion project for the school facility, playground area, and off-street parking lot.

The existing Zoning Map is shown in Exhibit #6.

School Street between Brewster St. and Jetland St. is the only street affected by this MDP. The street will be discontinued from approx. 205 feet west of the western street line of Brewster St. to the eastern street line of Jetland St. and a cul-de-sac will be installed as a part of the Project to accommodate the local traffic, school buses, and parents dropping off and picking up their children. The cul-de-sac is a safety feature associated with the school project.

5. **Street Classification**

a. School Street is currently a two-way, secondary-street connecting the major arterial street of Brewster St. with the secondary street of Jetland St. School St. serves as a convenient “cut-through” street for neighborhood traffic and the cul-de-sac will convert this street to a dead-end street servicing the school and the remaining residential properties. It is envisioned that the only vehicular traffic that would then have a reason to utilize School St. would be those associated with the remaining residential units and school traffic which due to the cul-de-sac would serve as a traffic calming device for the safety and protection of the school children attending the Black Rock Pre-K - 8 School.

6. **Class A-2 Survey**

A Class A-2 boundary survey map is attached as Exhibit #2 that shows the Project's boundaries and parcel information. The project boundaries encompass approx. 78,000 s.f. or 1.8 acres. Exhibit #4 is the map indicating property acquisitions associated with the Project. Exhibit #3 is an aerial photo of the school site and the surrounding area.

7. Type and Condition of Structures, Public Improvements and Facilities

a. Structures:

There are a total of five (5) primary buildings and two (2) out-buildings within the Project area. The largest structure is the existing Black Rock School which is in "good" condition and will be the subject of this school expansion project.

There are three (3) residential structures: a single-family residence at 77 School St. that is in "poor" condition; a single-family residence at 69 School St. that is in "fair" condition; and a multi-family residence at 40-42 School St. that is in "fair-to-good" condition. Two out-buildings in the form of stand-alone garage structures that are associated with #77 and #69 School St. are in "poor" condition. All residential structures are vacant.

A former utility company structure at 48 School St. is in "fair" condition and vacant. All structures, excluding the existing school, within the Project area will be removed.

A prior addition to the school structure will also be removed and replaced by a new addition as a part of this project.

b. Sidewalks and Streets

All sidewalks within the Project's boundaries are in need of repair and will be replaced as a part of the school expansion project. Additionally, portions of the sidewalks approaching the school may be replaced or repaired as a part of this project.

The surrounding streets are in "good" condition and except for the proposed cul-de-sac, no roadway repair or replacement is anticipated other than to match the existing pavement with the new roadway surfaces.

8. Planning Criteria, Standards and Design Objectives

a. Type, Intensity and Location of Accessory and Supporting Uses

The intention of this MDP is to expand the existing Black Rock Pre-K - 8 School by approx. 18,000 s.f.; to expand the outdoor play space for the school; and provide for a safer bus and parent drop-off and pick-up environment. The school curriculum will expand to a full Pre-K through Grade 8 program.

Furthermore, the project will enhance the educational system serving this neighborhood and the city as a whole; remove a few blighted properties from the streetscape; promote neighborhood revitalization and community pride; promote economic development and home ownership; and create a safe neighborhood environment in which to work, live, and play.

b. Land Use and Zoning Regulations

The existing and future land use plans contained in the City's Master Plan of Conservation and Development are compatible with the proposed development activity envisioned by the municipal development plan. Although a few parcels within the Project's plan will involve a change of zone, the land use will be for an educational use and the zone change is simply to obtain some relief contained within the R-C zoning classification in terms of the Development Standards due to this constrained site and the school structure being designed.

c. Area Improvement Design Objectives

Schools tend to become the centerpiece of a neighborhood – of a community. The expansion and improvements to the Black Rock Elementary School is expected to become a beacon within the community; a place where their children are not only educated but, a place where the community meets and interacts amongst themselves. It is a location which fosters family stability and unity through community pride and civic mindedness. A few blighted structures will be removed and replaced by improvements in support of the area's quality of life.

9. Primary Development Techniques to Achieve the MDP Objectives

- a. Acquisition of all residential and commercial properties within the Project Area.
- b. All properties are currently vacant thus, eliminating the need for relocation efforts.
- c. Demolition of all structures acquired within the Project Area.
- d. Construction of public infrastructure improvements as needed.
- e. Enhancement of neighborhood educational facilities.
- f. Minimal environmental remediation activities required.
- g. Seek "friendly acquisitions" initially and resort to "eminent domain" activity should initial friendly acquisition efforts fail to materialize.

10. Black Rock Pre-K - 8 School MDP Project Area Land Use Controls

The following controls on development are hereby imposed and will apply to all project improvements, whether publicly or privately funded. In addition to the provisions of any zoning or building ordinance or other regulations now or hereafter in force, and will be implemented by the appropriate covenants or other provisions in disposition instruments.

a. Acquisition of all Parcels

Within the MDP's Project Area, the identified five (5) parcels for acquisition may be acquired through foreclosure, tax lien sale, purchase or eminent domain. The Project will initially acquire said parcels either by "friendly acquisitions" or should this effort failed to deliver the desired parcels; the use of the power of "eminent domain" will be utilized. A portion of a city-owned parcel will be transferred to the Project. A portion of School Street will be discontinued and become a part of the Project's boundaries.

b. Relocations

No relocations are expected.

c. Acquisitions, Demolitions and Site Clearance

Within the Project Area, upon obtaining site control of the identified parcels, the Project will assess and remediate as needed any environmental conditions discovered and then demolish all existing structures including a portion of the existing school that was a prior addition. This will include all existing structures, utility connections, pavement, sidewalks, foundations, and vegetation.

Additionally, the discontinued portion of School Street will have all pavement, curbing, and sidewalks removed. All existing utilities within this former right-of-way will remain and easements granted covering all underground utilities. Overhead utilities will be relocated. Site clearance activities will leave the site in a condition conducive to implementing the school improvement plans.

d. Acquisition and Transfer of Real Property

At the time of the adoption of this MDP, four (4) or the five (5) parcels identified for acquisition under this Project have been acquired through "friendly acquisitions". At the direction of the Bridgeport School Building Committee ("SBC"), title searches and two (2) independent appraisals were commissioned and offers were made to each property owner within the range of values established by these appraisals. Property owners were offered the opportunity to obtain their own property appraisal which then could be considered. None of the five (5) property owners decided to take advantage of this offer and four (4) of the five (5) property owners accepted the project's offer and subsequently closed on the sales. The lone commercial property owner sought a settlement well above the highest appraisal value and has refused to negotiate any further.

The Project will initiate "eminent domain" actions on the one remaining parcel needed for this school project upon the adoption of this MDP and the authorization to proceed by the Bridgeport City Council.

The transfer of the portion of the city-owned parcel has been approved by the controlling entity and will be deeded over to the project at the appropriate time.

The discontinuance of the portion of School St. is proceeding through the approval process and should be completed by adoption of this MDP.

e. General Powers of the Agency (CGS Section 10-241a)

CT General Statutes do not specifically say how local school boards or municipalities must carry out their school improvement program but, refer to various other section of the statutes such as the redevelopment statutes for the site assembly procedures amongst other issues. CGS Sec. 10-241a allows for the taking of a site by various means including the use of eminent domain as long as the Board of education, a School Building committee, or public officer empowered to acquire school sites has obtained the approval of the local legislative body (i.e. the Bridgeport City Council).

The local legislative body has designated its "School Building Committee" to be this entity that is charged with renovating and constructing new educational facilities. The SBC then must return to the legislative body for site assembly approval but otherwise, is charged with renovating and constructing these facilities and all tasks associated with the same.

11. Infrastructure Improvements

The Project's street frontage along Jetland St. will receive new sidewalks, curbs, and curbside parking spaces under this MDP. The intersection of Brewster and School Streets and Brewster Street and Nash Lane will receive new handicapped ramps and crosswalks. The new School Street cul-de-sac will be a part of this project together with a small portion of sidewalk, curbing, and pavement that is needed to match to the existing streets sidewalks, curbs, and pavement.

All existing underground utilities in Jetland, School, and Brewster Streets will be maintained however; new laterals will be added where appropriate. Overhead utilities along School St. will be maintained except for the area involving the new cul-de-sac where poles will be relocated as needed to accommodate the roadway improvements.

On-site drainage will be added involving drywells and a storm water retention system.

Bollards and fencing will protect the play areas located in the former street right-of-way at the western end of School St. within the cul-de-sac.

12. City Acquisition Process

After approval of this MDP, the Bridgeport School Building Committee and the City of Bridgeport may proceed by whatever mechanisms are allowed by law to acquire any and all real property within the Project Area. The Bridgeport City Council, upon the adoption of this MDP, will further authorize the SBC to implement the MDP at which time; the City will have 180 days (i.e. 6 months) to implement the acquisition of any parcels remaining outside of the City's control.

The City will always first attempt a “friendly acquisition” of any property by making an offer that is within the range of the two (2) independent appraisals that it had obtained on a parcel. It would then negotiate an acquisition price up to the value of its highest appraisal however; should the property owner produce its own appraisal that has been deemed to be viable by the City; this value could be considered. If such an effort fails to produce an agreement on the value of the real estate, the City would then proceed to an eminent domain action.

Based upon the value of its two (2) independent appraisals, the City will deposit the appropriate funds, usually the value established by the lowest appraisal, with the Court under the requirements of the eminent domain legislation and shortly thereafter, be awarded the control of the property in question. Court proceedings will then establish the fair compensation that the owner is entitled to.

13. Land Use Proposal

a. Proposed Uses for the Developed Site

A total of seven (7) structures that are slated for demolition: three (3) residential buildings; two (2) garages; one (1) commercial/utility building; and a portion of the existing school. The primary use developed under this MDP will be institutional in the form of the expanded school with play areas, the cul-de-sac, and a limited amount of off-street staff parking.

b. Description of the Types and Locations of Land and Uses Proposed for the Project Area

The entire Project Area will be developed as an “Institutional” use; that being a Pre-K - 8 school and related facilities. The location includes all or a portion of three (3) parcels on City Block #110 and four (4) parcels on City Block #111. A portion of School Street is also involved.

Prior uses of these parcels were residential (i.e. single and multi-family); commercial (i.e. the former utility company parcel); a portion of a municipal parking lot; and an institutional use (i.e. the existing elementary school).

c. Environmental Evaluation

All parcels to be acquired within the Project Area will be subject to preliminary environmental assessments (i.e. Phase I’s) and if warranted based upon the results of the Phase I’s, Phase II’s and III’s may be ordered. Initial indications are that the acquired sites all have minimal environmental exposure and have typical urban fill-type of issues. Underground storage tanks (“UST’s”), if any, will be removed and cleaned as per the application laws of the State of Connecticut.

All structures slated for demolition will be remediated prior to any demolition activities. Since the Project Area will be an elementary school site, all outdoor areas will either be capped by sidewalks, driveways, or other hard surfaces or be capped

with a minimum of four (4) feet of clean soil.

Any and all environmental activity will be subject to the review and approval of the State Bureau of School Facilities.

d. Test Borings and Soils

On site test borings will be conducted at all proposed building locations and any other test borings will be conducted on a case-by-case basis depending upon need and site specific redevelopment requirements.

e. Environmental Impact Evaluation Report

The requirements of the State of Connecticut require at a minimum Phase I assessments and subject to these results, potential Phase II's and beyond. While it is not anticipated that the Phase I report will show the need to conduct further studies, should they, the City will comply with all environmental requirements identified.

f. Topographic Orientation

Exhibit #5 is the Existing Site Plan and Topography Map. The Project Area currently has a high point of 46 feet at the southeast corner of the existing school site (vicinity of Brewster St. and Nash Lane) and a low point along the Jetland St. frontage of 30 feet. There will not be any significant topography changes around the school building that is to remain. All other topography changes will coincide with the architect's site plan associated with the proposed addition and outdoor play area enhancements.

14. Black Rock Pre-K - 8 School Municipal Development Plan Project Area Land Use Controls

a. Obligation of Redevelopers/Developers

The City of Bridgeport is the redeveloper of this Project Area and is doing this project for the sole purpose of enhancing the quality of education in the City of Bridgeport. There are no current plans to dispose of this site in the foreseeable future however; as with any piece of municipal real estate, should at some time in the future the property is deemed to be "obsolete and/or excess" city property, the City reserves the right to take whatever actions that it deems prudent with this real estate.

The entire project as currently proposed should be completed within a forty-eight (48) month timeline at which time all conditions, including the deeding back of the cul-de-sac to the City as a public street for maintenance purposes, of this MDP should be met.

b. Restrictions on Uses of the Land

No covenant, agreement, lease, conveyance, or other instrument will be effected or executed by the City of Bridgeport or its designated School Building Committee, or by the Board of Education or any successors in interest of these entities wherein land in the Project Area is restricted, either by the City of Bridgeport, or any of its agents,

upon the basis of race, creed, age, marital status, national origin, sex, mental retardation, or physical disability in the sale, lease, occupancy, use or enjoyment thereof. Appropriate covenants or other provisions in all disposition instruments will implement the foregoing restrictions.

15. Controls, Regulations and Standards for Redevelopment of Real Property

a. Demolition and Rehabilitation Projects

The Project Area does not contain any residential structures containing more than five units however; the City will assess the structures slated for demolition for any environmental hazards and take the appropriate remedial action steps prior to demolition.

b. Asbestos Abatement Projects/Removal

During any building renovation, areas to be disturbed must be inspected for the presence of asbestos-containing materials. Any abatement project or the removal and disposal of such asbestos-containing material must conform to Federal and State regulations, which include 40 CFR 61, Subparts A, B, and M and sections 19a-322a-1 through 19a-322a-16 of the Regulations of Connecticut State Agencies ("RCSA"). The disposal of material containing asbestos require the approval of the Waste Engineering and Enforcement Division ("WEED") of the CT Department of Energy & Environmental Protection ("CDEEP") pursuant to section 22a-209-8(i) of the Regulations of State Agencies. Proper disposal technique requires that the material be bagged and labeled and placed in an approved secure landfill.

c. Demolition Waste Disposal

The disposal of demolition waste will be handled in accordance with the applicable solid waste statutes and regulations. Clean fill as defined in section 22a-209-1 of the RCSA and includes only natural soil, rock, brick, ceramics, concrete, and asphalt paving fragments. Clean fill does not include uncured asphalt, demolition waste containing other than brick and rubble, contaminated demolition wastes (e.g. contaminated with oil or lead paint), tree stumps, or any kind of contaminated soils. Land clearing debris and waste other than clean fill resulting from demolition activities is considered bulky waste, also defined in section 22a-209-1 of the RCSA. Bulky waste is classified as special waste and must be disposed of at a permitted landfill or other solid waste processing facility pursuant to section 22a-209-2 of the RCSA.

d. Lead Abatement and Removal

Residue generated by the removal of lead paint is considered to be hazardous waste if it meets the characteristics contained at 40 CFR 261. This must be determined on a case-by-case basis for each abatement project prior to disposal. The disposal of hazardous waste is regulated pursuant to sections 22a-449-11 and 22a-449-100 of the RCSA. Proper disposal procedure is for a permitted hazardous waste hauler to transport the waste to an approved disposal facility.

e. Electric /PCB

The site will be inspected for any electrical equipment such as transformers or capacitors, which may contain PCB's, and if found will be handled and disposed of in accordance with 40 CFR 761. An initial survey of the Project Area has not identified the presence of any electrical equipment other than that which is typically found in residential properties and at the school.

f. Paint Stripping/Guidelines

In the rehabilitation of structures involving the removal of exterior paint, certain precautions will be taken to protect ground and surface water quality. The methods of paint stripping and disposal of spent fluid will be selected to minimize potential impacts.

g. Underground Storage Tank Removal

The removal of underground storage tanks will follow the procedures outlined in the code of the National Fire Protection Association ("NFPA"). Individual soil samples will be obtained from the underlying native soil. The CDEEP Underground Storage Tank program will provide a listing of potential contaminants that will be analyzed and suggested analytical methods. If contaminated soil, ground water or free product is observed at the site or detected by sample analysis, the DEEP must be immediately notified and corrective action must be undertaken in accordance with section 22a-449(d)-106 of RCSA. Closure reports, including confirmation of sampling and clean up are required by Federal and State Law.

h. Design Control

The SBC, as the developer, retains architectural services for all school projects (i.e. repair, renovation and new construction) and has control of all architectural elements of the project from conception to completion. Functionality of design in support of the educational program along with the safety of the students, teachers, staff and visitors is the primary focus of any design controls. Compatibility with the streetscape of the neighborhood in support of real estate values and the quality of life in the area are also factors that influence any design controls.

i. Landscape and Buffer Area Design

The Project Area is a single-use parcel and will be attractively landscaped with suitable materials of an approved quality and size. A landscaping plan will be developed and vetted through the SBC in a manner that supports the educational program and the needs of the learning environment. The landscape plan will demonstrate continuity with the surrounding community and bear a relationship to abutting uses in form, type, scale, and location.

j. Sign Controls

In addition to the signage regulations contained within the applicable ordinances and Zoning Regulations of the City of Bridgeport, all signage will be of a size, color, and material complimentary to the structure to which it relates. Signage will not

adversely affect the aesthetic qualities of the architectural design of the structure within the Project Area or of that of the surrounding area. As the project involves a Pre-K – 8 school, all signage will be functional appropriate.

k. Easements

All existing and proposed utility, drainage, access, and/or vehicular easements will be maintained and/or recorded on the Land Records of the City Of Bridgeport.

l. Development Standards

The following development standards, specific to this MDP's project Area, are:

1. Permitted Use – Permitted Uses will be for educational purposes and will otherwise be in conformance with the Bridgeport Zoning Regulations.
2. Setbacks – Setback requirements will be in accord with the Development Standards found in the City's Zoning Regulations for the applicable R-C zone or the appropriate variances will be sought.
3. Site Coverage – Site Coverage requirements will be in accord with the Development Standards found in the City's Zoning Regulations for the applicable R-C zone or the appropriate variances will be sought.
4. Loading Docks – Loading dock requirements, if any, will be in accord with the Development Standards found in the City's Zoning Regulations for the applicable R-C zone or the appropriate variances will be sought.
5. Parking – Because of the constrained site, off-street parking requirements cannot be met totally on-site therefore, the Project will seek a Zoning Board of Appeals (“ZBA”) variance to the off-street parking requirements in the Development Standards found in the City's Zoning Regulations for the applicable zone. The existing school does not currently meet these off-street parking requirements but has functioned effectively utilizing the curb-side parking capacity found on the adjoining streets.
6. Access – No means of access or egress to the site and no curb cuts (other than those required for handicapped accessibility ramps) will be allowed within fifty (50) feet of any intersection.

m. Storm Water Management

Storm water runoff within the Project Area will be handled in several ways. A storm water retention system along with a series of drywells will be constructed as a part of this project. A portion of School St. that is being discontinued will be converted from its previous impervious surface area to a grassy playground area. The City's Water Pollution Control Authority (“WPCA”) and Office of the City Engineer have been consulted on this issue of storm water management and their requirements incorporated into this Project's plans.

16. Proposed Streets, Sidewalks, Water and Sewerage Systems, Drainage Systems and other Utilities

The Project Area is an urban area with any and all infrastructure and utility services in place. No extensions of utility service or infrastructure are proposed however; some overhead utility poles and service will be relocated in conjunction with the installation of the cul-de-sac. No existing underground utilities will be removed and new easements under the discontinued portion of School St. will be created and filed on the City's Land Records. Some storm drains may be removed/relocated as a part of the cul-de-sac installation.

A portion of School St. approximately 205 feet by 50 feet is being discontinued and replaced by a 50 foot in diameter cul-de-sac as shown on Exhibit #2. This will result in School St. becoming a dead end street serving the remaining residential properties and the school. The cul-de-sac will include new sidewalks and curbs at this location.

A portion of the eastern street line of Jetland St. along the school property will be recessed to allow for four (4) parking spaces for parent drop-off/pick-ups.

Handicapped accessible ADA-compliant ramps will be installed as a part of this Project.

For the most part, only locations where new construction meets the existing infrastructure will receive attention in the form of new sidewalks, curbing, and pavement. The existing sidewalks, curbing, and roadways in the vicinity of the school will remain or be replaced by means of a separate City project.

Storm water runoff and sewerage systems within the Project Area will be handled in several ways. A storm water retention system along with a series of drywells will be constructed as a part of this project to augment the existing school's current storm water system. A new sewage lateral will be installed to service the school addition that is a part of this Project. The City's Water Pollution Control Authority ("WPCA") and Office of the City Engineer have been consulted on these issues of storm water management, sanitary sewage, and their requirements incorporated into this Project's plans.

a. Readjustment, relocation, and removal of service facilities

Under CGS Section 8-194, in establishing the equitable share of the cost of the readjusted, relocated, or removed facilities, a sum shall be determined and based on a consideration of the value of material salvaged from existing installations, the cost of the original installation, the life expectancy of the original facility and the unexpired term of such life use. For the purpose of determining the equitable share of the cost of such readjustment, relocation or removal, the books and records of the utility shall be available for inspection by the City. When any facility is removed from a street or

public right-of-way to a private right-of-way, the City shall not pay for such private right-of-way. Under this MDP, any adjustments, relocations, or removals will involve municipal property and/or public right-of-ways. Costs associated with this activity shall be the responsibility of the entity identified under the applicable enabling statutes of the State of Connecticut.

17. Neighborhood Impact

The school expansion project will not result in any noxious odors, vibrations, smoke, glare, excessive noise and/or light pollution emanating from this Project Area upon the completion of the work. School buses and parent drop-off/pick-up will now be re-positioned to the new entrance to the school on School St. and therefore; should improve traffic flow on the major arterial of Brewster Street.

The expanded school facility should also enhance the streetscape of the immediate neighborhood, improve property values, and contribute to the overall image of the Black Rock community.

18. Relocation Plan

There are no relocations required by this Project.

19. Steps to be used to complete the Relocation Plan

There are no relocations required by this Project.

20. Identification of Businesses/Non-Profit Agencies

There are no relocations of Businesses/Non-Profit Agencies required by this Project.

21. Non-Residential Relocation Assistance Advisory Plan

There are no relocations required by this Project.

22. Anticipated Relocation Expenses

There are no relocations required by this Project.

23. Residential Relocation Plan – Identification of Housing Units

There are no relocations required by this Project.

24. Anticipated Residential Relocation

There are no relocations required by this Project.

25. Procedure for Owners of Residential Properties

The City shall negotiate with the owners of residential properties to determine the fair market value of said property. Two (2) independent appraisals will be commissioned by the City for each parcel sought and the City may negotiate within the range of these appraisals. The property owner has the right to commission his own appraisal and if it comes in with a higher value than the City's and is deemed to be a valid appraisal, then the City may adopt this appraisal and negotiate up to this value.

If a settlement as to value cannot be determined by negotiations then the City may commence "eminent domain" proceedings in accordance with State and Local laws. The City prefers to negotiate in "good faith" and obtain the property via a "friendly taking" whereby an agreement is reached amongst the parties involved however; should these negotiations fail to achieve a settlement, the City will invoke this MDP's "powers of eminent domain" as a last resort.

With educational facilities, the City is governed by the acquisition requirements of the funding source as described above and elsewhere in this document. As the primary funding source associated with this Project is the State, the City follows a State-mandated process to acquire real estate for educational purposes.

26. Relocation Assistance Program

There are no relocations required by this Project.

27. Budget

a. Financing Plan

The proposed project budget for the implementation of this MDP, subject to State review and appraisal, is presented below. Expenses not shown will be entered as this MDP progresses into the bidding stage. Expenses shown are estimated value based on the knowledge of the City at the time of the adoption of this MDP.

All Project funds allocated to this budget will be determined through the SBC and the School Construction Program ("SCP") staff. All applicable City bidding and procurement procedures involving the public bidding of the various elements of this project will be enforced.

The Final MDP Budget is subject to review and approval by the State prior to the disbursement of any project funds. A phased project funding implementation plan will be developed and submitted to the State for their review and approval.

Black Rock Pre-K - 8 School Additions and Renovations Budget

- Land Acquisition (including appraisals and title searches)	\$ 900,000
- Site Work (including remediation and demolition)	1,552,700
- New Construction of the 18,750 s.f. addition	6,342,750
- A/E Fees (6.5%)	588,000
- Owner's Costs	1,455,000
- Escalation and Contingency	918,093
- Construction Management Fees	<u>989,000</u>

Total Project Cost: \$12,745,543

28. Schedule

The Black Rock Pre-K - 8 School Project began in 2012 with the State's commitment of the funds for this Project. The architects are already at work on the project and have completed the Schematic Design Phase. Four of five acquisitions have been completed and with the adoption of this MDP, the remaining acquisition process will be underway. Construction activities could begin later this year (2013) and the expanded school is currently slated to open in the fall of 2014.

29. Other Provisions Necessary to Meet Requirements of State & Local Laws

The City will follow the requirements for a "Municipal Development Plan" as detailed in CGS Title 8, Chapter 130, Section 8-125c.

30. Administrative Plan

a. Designated Black Rock School Developer

The City Council of the City of Bridgeport has designated its School Building Committee to implement its School Construction Program and specifically, the addition to the Black Rock School.

The Bridgeport Board of Education has identified the existing Black Rock Pre-K - 8 School as in need of additional educational program space and has requested the SBC to pursue the adopted school program for this facility.

The Office of Planning & Economic Development was requested to assemble the necessary acreage for the proposed school addition. OPED is responsible for the creation and adoption of this Municipal Development Plan.

The School Construction Program staff is charged with the implementation of the overall project.

b. Acquired Properties

Property acquired by the City of Bridgeport under this Plan are for the purpose of

enhancing the educational facilities of the City and more specifically, the Black Rock Neighborhood. Although acquired for a specific use at this time, should the need for this school use no longer exist, the property(s) may be cleared and/or sold or leased for the development or rehabilitation, or may be retained by the City for public use or for subsequent disposition.

c. Project Improvements

This MDP provides for the installation or construction of project improvements. The following activities will be undertaken in conjunction with the completion of project improvements:

- acquisition and/or disposition of real property;
- obtaining appraisals, title searches, and other related services;
- the processing of permit and/or approval applications in support of the Project; and
- assisting the School Construction Program staff with the implementation of the school project.

31. Administrative Plan Criteria

a. City of Bridgeport Activities

- retain licensed land surveyor services to prepare accurate topographic profiles, existing land and building features, proposed and existing easements, etc.;
- retain licensed architectural/engineering services to prepare all phases of the design including construction documents and specifications in accordance with the requirements of the City and State;
- obtain test borings for information on subsoil and environmental conditions within the proposed Project Area;
- secure City and State reviews of the project plans as required;
- process the bid documents associated with seeking proposals from contractors, etc.
- cause the City's Minority Participation program to be included in any and all bid offerings;
- open and analyze bids received for compliance with all aspects of the bid offering, local and State requirements, and plans and specifications;
- negotiate a fair contract with the selected bidder and establish a timeline and construction schedule for the Project;
- follow the requirements of the funding source, the City, and the State for processing invoices;
- submit all monthly reports in a timely manner; and
- maintain all records, books, papers, and documents associated with the project.

b. Administrative Submissions to the State during the Development Phase

1. Prepare progress reports as required by the State.
2. Prepare financial reports as required by the State.

3. Maintain the minutes, correspondence, invoices, and other documents where any aspect of the Project has been discussed.
4. Maintain any project plan changes and budget revisions that may arise.
5. Maintain any Project Plan revisions or modifications.
6. Prepare and submit audit reports as specified or required.
7. Prepare payment requisitions and balance sheets as needed or required.

32. Procedure for Change in Approved Plan

This Municipal Development Plan may be modified at any time by the City, or its successor, provided that if modified after the lease or sale of real property in the Project Area, the modification must be consented to by the redeveloper(s) of such real property of his successor or their successors in interest affected by the proposed modification. Where the proposed modification will substantially change the Municipal Development Plan as previously approved by the legislative body, the legislative body must similarly approve the modification(s).

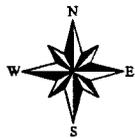
33. Utilities

All utilities can be found in the streets surrounding the Project Area. No subsurface utility lines will be relocated or terminated by this project. Existing overhead lines will remain however; several utility poles will need to be relocated due to the installation of the cul-de-sac on School St.

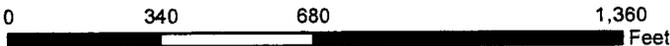
Utility companies servicing the Project Area are as follows:

- The Aquarion Water Co. (water)
- The Southern Connecticut Gas Co. (natural gas)
- The United Illuminating Co. (electricity)
- The Water Pollution Control Authority (storm and sanitary sewers)
- Southern CT Cablevision (cable TV)

Greater Bridgeport Transit (“GBT”) operates bus services one block north along Fairfield Ave. and along Brewster St.



City of Bridgeport, Connecticut
Geographic Information System



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

Exhibit #3
Black Rock School Project Area (Aerial)



City of Bridgeport, Connecticut
Geographic Information System

0 100 200 400
Feet

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

COMM. #112-12 Ref'd to Public Safety & Transportation Committee on 07/01/2013.



OFFICE OF THE MAYOR
CITY OF BRIDGEPORT, CONNECTICUT

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

MEMORANDUM

BILL FINCH
Mayor

TO: Fleeta Hudson - City Clerk

FROM: Mayor Bill Finch

DATE: June 25, 2013

RE: Boards & Commissions

Please place the following name on the July 1, 2013 City Council agenda for referral to the Public Safety Committee for the purpose of appointment to the Fire Commission:

Dennis A. Bradley II, Esq. (D)
65 Randall Avenue
Bridgeport, CT 06605

This will replace the seat held by Stuart Rosenberg. This term will expire on January 1, 2015.

BF/lac

RECEIVED
CITY CLERK'S OFFICE
2013 JUN 26 P 2:02
ATTEST
CITY CLERK



**OFFICE OF THE MAYOR
CITY OF BRIDGEPORT, CONNECTICUT**

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

Comm. #113-12 Referred to Miscellaneous Matters Committee on 07/01/2013
MEMORANDUM

BILL FINCH
Mayor

TO: Fleeta Hudson – City Clerk
FROM: Mayor Bill Finch
DATE: June 25, 2013
RE: Boards & Commissions

Please place the following name on the July 1, 2013 City Council agenda for referral to the Miscellaneous Matters Committee for the purpose of appointment to the Ethics Commission:

James C. Carl (D)
323 Fairfield Avenue, #502
Bridgeport, CT 06604

This will replace the seat held by Lizette Garay. His term will expire on December 31, 2014.

BF/lac

ATTEST
CITY CLERK

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CITY CLERK'S OFFICE
2013 JUN 26 P 1:52

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

999 Broad Street
Bridgeport, Connecticut 06604-4328

CITY ATTORNEY
Mark T. Anastasi

DEPUTY CITY ATTORNEY
Arthur C. Laske, III

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

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



COMM. #114-12 Referred to ECD&E Committee on
MEMORANDUM 07/01/2013

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

TO: Fleeta Hudson, City Clerk

FROM: Ronald J. Pacacha, Associate City Attorney

DATE: June 26, 2013 *Ronald J. Pacacha*

RE: Resolution Regarding Acquisition of the New Senior Center
And the Temporary Relocation of the Downtown Cabaret
Theatre

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CITY CLERK'S OFFICE
2013 JUN 26 P 2:31
ATTEST
CITY CLERK

Enclosed is a proposed Resolution concerning the above matter,
which is summarized below:

- The City wishes to acquire the New Senior Center at 307 Golden Hill Street in 2013 from the Kuchma Corporation and move the Senior Center operation from the Eisenhower Center
- The City cannot transfer the Eisenhower Center to the Kuchma Corporation in exchange for the New Senior Center in 2013 because:
 - Roofing work and asbestos abatement work has to be done at the Eisenhower Center
 - The Cabaret Theatre would have to be relocated while such work is being done
 - It would be too costly to move the Cabaret Theatre in 2013 and would likely disrupt its operations and planned events
- The City, the Kuchma Corporation and the Cabaret Theatre have come to agreement as to how to meet the needs of every party and cause the least disruption to the Senior Center and the activities of the Cabaret Theatre as more fully explained in the attached Resolution

If you have any questions, please let me know. Many thanks.

**Resolution of the City Council
Concerning the Acquisition of the New Senior Center in 2013 and
the Temporary Relocation of the Cabaret Theatre in 2014**

WHEREAS, the City entered into an agreement with the Downtown Cabaret Theatre Company of Bridgeport, Inc. ("**Cabaret Theatre**") for the lease of theatre space at 263 Golden Hill Street dated April 2, 2008, which lease the parties amended in 2012 by amendment dated September 17, 2012 ("**Cabaret Lease**");

WHEREAS, the City agreed to extend the term of the Cabaret Lease until March 31, 2022 to ensure the continued existence of the Cabaret Theatre and to support its operations for the presentation of more events;

WHEREAS, the City at the same time also entered into a Land Disposition Agreement with the Kuchma Corporation ("**Developer**") dated September 17, 2012 ("**Kuchma LDA**"), which requires the Developer to rehabilitate property at 307 Golden Hill Street (the former American Legion Hall) into a new senior citizens center (the "**New Senior Center**") and, when completed, to exchange the New Senior Center for the City's Eisenhower Center at 263 Golden Hill Street (the "**Property Exchange**");

WHEREAS the Kuchma LDA also provides that the Developer will honor the Cabaret Lease after the Developer acquires the Eisenhower Center from the City;

WHEREAS, in order for the Property Exchange to take place, the City is obligated under the Kuchma LDA to repair the roof of the Eisenhower Building and to remove asbestos-containing materials, including asbestos-containing materials identified in the Cabaret Theatre space ("**Eisenhower Renovations**");

WHEREAS, the scope of the Eisenhower Renovations will require the Senior Center to vacate the Eisenhower Center and move into the New Senior Center when the Developer transfers it to the City, with senior citizens continuing to use the Eisenhower Center swimming pool until the Eisenhower Renovations begin in 2014;

WHEREAS, the Eisenhower Renovations will also require the temporary relocation of the Cabaret Theatre and its programs to an alternate site for temporary use expected to cover an approximately 10 – 12 week period ("**Cabaret Relocation**");

WHEREAS, the City has the right to request the Cabaret Theatre to relocate, however, the parties understand and agree that a Cabaret Relocation in 2013 could not be accomplished efficiently or without the expenditure of extraordinary relocation costs and without disrupting the Cabaret Theatre and its planned events;

WHEREAS, the City, the Cabaret Theatre and the Developer have mutually agreed to take steps to address the needs of the Cabaret Theatre to undertake the Cabaret

Relocation so that such relocation will take place in an orderly manner and at lower cost during in the summer of 2014 instead;

WHEREAS, the City agrees to use all reasonable efforts to locate a temporary theatre venue with a box office for a 60-90 day period starting in July 2014 ("**Temporary Venue**") so that the Cabaret Theatre can hold events while the Eisenhower Renovations are taking place;

WHEREAS, the City and the Cabaret Theatre will need to amend the Cabaret Lease to plan for and assign responsibilities to the parties in order to accommodate the Cabaret Relocation in 2014, which will include (a) the City's responsibility to move the Cabaret Theatre to the Temporary Venue and to move it back to the Eisenhower Center at the City's expense including a \$20,000 allowance for the Cabaret Theatre's expenses regarding the technical aspects of the relocation and (b) the Cabaret Theatre's agreement not to book theatrical and other events at the Eisenhower Center during the period of the Cabaret Relocation;

WHEREAS, a Cabaret Relocation in 2014 will prevent the City from transferring the Eisenhower Center to the Developer simultaneously with the Developer's transfer of the New Senior Center to the City under the terms and conditions of the Kuchma LDA; and

WHEREAS, the City and the Developer seek to amend the Kuchma LDA to change the timing of the transfer of the New Senior Center and the Eisenhower Center under the Property Exchange, to provide for the City to advance payment for the balance of the renovation costs for the New Senior Center while the City retains ownership of the Eisenhower Center, and to address other related terms of the Kuchma LDA.

NOW, THEREFORE, BE IT:

RESOLVED that the Cabaret Lease shall be amended to assign the City's and the Cabaret Theatre's respective roles and responsibilities related to the Cabaret Relocation consistent with this resolution;

RESOLVED that the City will use every reasonable effort to assist the Cabaret Theatre in identifying and arranging for a Temporary Venue for the staging of its summer 2014 events;

RESOLVED that the City agrees to amend the Kuchma LDA to change the timing and terms of the Property Exchange in order to allow the Developer to complete the renovation of the New Senior Center and transfer it to the City without the City transferring title to the Eisenhower Center;

RESOLVED that, in order for the Developer to complete the New Senior Center to the City's specifications and requirements and to transfer the New Senior Center to the City, the City agrees to advance to the Developer the difference between the cost of

renovations to create the New Senior Center (approximately \$1.3 million) and the value of the Eisenhower Center under the Kuchma LDA in the amount of Seven Hundred Thousand (\$700,000.00) Dollars (the "**Senior Center Deficit**"), which amount shall be secured by increasing the principal amount of the City's existing mortgage on the New Senior Center;

RESOLVED that the Senior Center will be moved to the New Senior Center when renovations are completed and that senior citizens will continue to use the swimming pool at the Eisenhower Center until the Eisenhower Renovations begin and are concluded in 2014;

RESOLVED that at such time in 2014 when the City has completed the Eisenhower Renovations and is prepared to transfer the Eisenhower Center to the Developer, the Developer agrees to repay the amount of the Senior Center Deficit to the City as a pre-condition to the transfer of title to the Eisenhower Center;

FURTHER RESOLVED, that the Mayor or the Director of the Office of Planning and Economic Development are hereby authorized to enter into an amendment of the Cabaret Lease to accommodate the Cabaret Relocation and are further hereby authorized to enter into an amendment of the Kuchma LDA to accommodate the early transfer of title to the New Senior Center to the City as outlined herein, and to take all other actions and do all other things necessary to accomplish the same consistent with this resolution and in the best interests of the City and its citizens.

#115-12 (Ref. #29-09)

RESOLUTION

By Councilmember(s): Michelle Lyons

District: 134th

Introduced at a meeting
of the City Council, held:

July 1, 2013

Referred to: Public Safety and Transportation

WHEREAS, the Bridgeport City Council at its meeting of Tuesday, February 16, 2010 adopted Resolution 29-09 to commit tangible assistance through the adoption of Haitian city(ies); and

WHEREAS, the resolution mentions in its fifth whereas "in and about the island of Hispaniola"; Now, Therefore, be it

RESOLVED, Resolution 29-09 is amended to remove the language "in and about the Island of Hispaniola".

BE IT FURTHER RESOLVED, that in the fifth whereas of Resolution 29-09 the words "in Haiti" be placed after the words "await word of their loved ones".

(SEE ATTCHED)

Referrals Made:

Attest: _____
City Clerk



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:

***29-09 Consent Calendar**

WHEREAS, the City of Bridgeport, Fairfield County, Connecticut ("Bridgeport") has the largest population in the State of Connecticut in the United States of America ("America");
and

WHEREAS, Bridgeport stands proudly as a representative of America's rich melting pot of diverse cultures and populations; and

WHEREAS, Bridgeport's melting pot includes a growing and vibrant Haitian community, contributing to the strength and wealth of Bridgeport's diverse culture; and

WHEREAS, the City of Bridgeport, together with its substantial Haitian contingent stands united in its resolve to support any and all relief efforts necessary and prudent in the wake of the catastrophic earthquake in Haiti at 4:53 p.m. (EST) on January 12, 2010, including but not limited to, encouraging voluntary contributions through continued outreach, furthering of education and awareness, and coordinating locations for contributions, relief efforts, and rebuilding efforts; and

WHEREAS, the City's residents remain fearful, yet strong, as our own, our friends and our companions await word of loved ones in and about the island of Hispanola; and

WHEREAS, our friends and relatives of Haiti are recognizing the horrific loss of life and basic necessities, while maintaining faith, dignity and strength as more word comes from survivors to notify us what we can do, how we can help; and

WHEREAS, the City of Bridgeport recognizes that the urgent and immediate relief efforts are most appropriately addressed by the federal government, other nations, and established military and relief organizations while continuing to encourage aid to donate appropriately; and

WHEREAS, Bridgeport and its collective caring and diverse culture feel the need to do more; and



Report of Committee on Public Safety and Transportation
*29-09 Consent Calendar

-2-

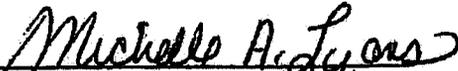
WHEREAS, it remains painfully understood that the regrouping and rebuilding of Haiti's rich culture and structure will require patience, continued dedication, and devotion. Now, Therefore be it

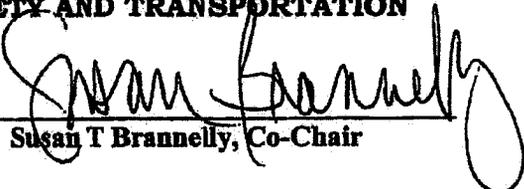
RESOLVED, through the Resolution and the dedication, love, respect, and committed efforts of its residents, that the City of Bridgeport does hereby adopt the city(of Petion-Ville, Haiti through the years it will take to revive, rebuild, restructure and reinstitute the valuable people, country and culture, resolving hereby NOT to vacate at the conclusion of physical and emotional immediacy: but remain, through said adopted city, in touch and in help for Haiti over the many years to come; and now

BE IT FURTHER RESOLVED, that the Mayor and/or his designees, through the appropriately and newly opened HAITIAN RELIEF RESOURCES OFFICE, continue and pursue all appropriate endeavours to assist this City's Haitian contingent with locating loved ones; dealing with this calamity; and continuing forthwith, throughout the entirety of the necessary path to console, reunite, restrengthen, and rebuild the valuable country and culture now so much under threat and to ultimately rejoice. Nothing in this resolution shall be construed to commit the use of City funds for this purpose.

Respectfully submitted,

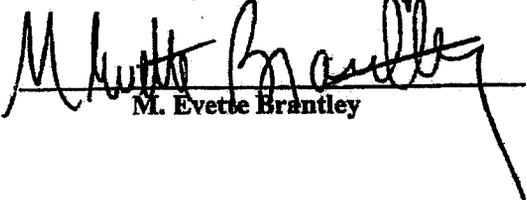
THE COMMITTEE ON PUBLIC SAFETY AND TRANSPORTATION


Michelle A. Lyons, Co-Chair


Susan T Brannelly, Co-Chair


Richard Bonney

Anderson Ayala


M. Evette Brantley

Manuel Ayala


Denese Taylor-Moye

116-12

RESOLUTION

By Councilmember(s): Thomas C. McCarthy

District: 133rd

Introduced at a meeting
of the City Council, held:

July 1, 2013

Referred to: **ORDINANCE COMMITTEE**

Council Review and Possible Revisions to the City's Purchasing
and Procurement Ordinance, Chapter 3.08 City Contract and
Purchasing Procedures.

(SEE ATTACHED)

Attest: _____

City Clerk

Referrals Made:

Chapter 3.08 CITY CONTRACT AND PURCHASING PROCEDURES

Sections:

- 3.08.010 Established--Appointment--Term--Powers and duties.
- 3.08.020 Purchasing agent--Head of office.
- 3.08.030 Proposed draft of annual purchasing policy statement.
- 3.08.040 Execution of contracts--Consultation with city attorney.
- 3.08.050 Contracts--Duplicates to be made.
- 3.08.060 Sale of department personal property--Made through office of public purchases.
- 3.08.070 Purchasing procedure.
- 3.08.080 Deleted.
- 3.08.090 Disqualification of vendors from doing business with the city--Procedure.
- 3.08.100 Certified checks or bid bonds--Required when--Procedure.
- 3.08.110 Public hearing on sale of city-owned property--Advertisement.
- 3.08.120 Prevailing union wage rate on all city contracts required.
- 3.08.130 Insurance.
- 3.08.140 Unauthorized activities prohibited--Liability.
- 3.08.150 Penalty for violations of Sections 3.08.070, 3.08.080 and 3.08.100.

3.08.010 Established--Appointment--Term--Powers and duties.

- A. There shall be a board of public purchases, consisting of the director of finance and four members appointed by the mayor. The members appointed by the mayor shall be knowledgeable concerning or experienced in procurement, finance, business or public administration or other disciplines related to the work of the department. In January 1993, the mayor shall appoint four members of the board of public purchases, each of whom shall serve for a term ending March 31, 1993. Thereafter members of such board shall be appointed in the manner and for the terms provided for in Chapter 8, Section 14(a) and Chapter 22, Section 10 of the charter of the city.
- B. The board shall elect one of the members appointed by the mayor as president and may elect such other officers as it deems necessary. The members of the board shall serve without compensation.
- C. The board of public purchases so appointed shall have all of the powers and perform all of the duties vested in the board of public purchases by the charter and code.

(Ord. dated 12/21/92 § 11)

3.08.020 Purchasing agent--Head of office.

The head of the office of public purchases shall be a purchasing agent appointed pursuant to the provisions of the charter of the city.

(Ord. dated 12/21/92 § 10)

3.08.030 Proposed draft of annual purchasing policy statement.

Not later than April 1st of each year, the purchasing agent shall submit to the board of public purchases a proposed draft of the annual purchasing policy statement, required by Chapter 8, Section 14(b) of the city charter. The board of public purchases shall review and approve such statement prior to the start of the next fiscal year.

(Ord. dated 12/21/92 § 13)

3.08.040 Execution of contracts--Consultation with city attorney.

The mayor shall execute all contracts made on behalf of the city unless the city council shall by ordinance or resolution otherwise direct and before executing the same he shall consult with the city attorney in relation to the proper legal form and sufficiency thereof.

(Ord. dated 12/21/92 § 14: prior code § 2-273)

3.08.050 Contracts--Duplicates to be made.

All contracts made by the city shall be in duplicate, one of which shall be retained by the city and filed in the office of the director of finance and the other of which shall be delivered to the contracting party.

(Ord. dated 12/21/92 § 15: prior code § 2-274)

3.08.060 Sale of department personal property--Made through office of public purchases.

Whenever any by-product or other personal property of any department of the city which makes its purchases through the office of public purchases shall be sold the sale shall be made through the office of public purchases.

(Ord. dated 12/21/92 § 12)

3.08.070 Purchasing procedure.

Purpose. The city recognizes the importance of adopting a comprehensive purchasing ordinance that authorizes the use of modern procurement practices, provides for electronic processing and monitoring of purchasing activities, and establishes responsibility for oversight and reporting within city government.

A. Definitions. For the purpose of this section, the following definitions shall apply:

"Approved communication methods" means any communication required or desired to be made in connection with a purchase provided, however, that such communication is by hand, by overnight or guaranteed delivery service, by deposit in a depository of the United States Postal Service properly addressed and postage prepaid, by facsimile transmission delivered to the intended addressee, or by electronic communication including but not limited to e-mail or other electronic means delivered to the intended addressee, or otherwise approved by official policy of the board of public purchases.

"Audit rights" means the city's independent right to audit charges, costs, expenses, payments, setoffs, change orders and other expenditures under any purchase arrangement whether or not such right is specifically included in the bid package or other documents related to the purchase.

"Authorized pricing methods" means one of several permitted methods for obtaining informal competitive price quotations in the purchase of goods, general services, special or professional services where permitted herein provided, however, that such quotation is obtained in hard copy by e-mail, facsimile, computer or other electronic communication to the contracting officer, by current catalog price or price sheet, internet quote, or other method approved by the board of public purchases.

"Award" means the purchasing agent's announcement of the selection of the apparent: (a) responsible low bidder in a competitive bid process; (b) most qualified and responsible bidder in a QBS selection process; (c) responsible bidder(s) in a consolidated purchasing process; or (d) responsible bidder in any other selection process authorized herein; provided, however, that an award or notification of intent to make an award does not create a legal right in the bidder regarding the subject matter of the bid or entitlement to a contract, but is intended to inform the bidder that additional obligations of the bid must be met, such as the posting of surety and evidence of insurance, negotiation of a contract, and securing proper approval of the party authorized to enter into a contract or obligation binding upon the city.

"Best value" means, during a competitive bidding process or request for proposal

process, the purchasing agent, after considering the recommendations of the contracting officer, if any, may consider the following factors in determining to make an award to a bidder other than the apparent lowest responsible bidder: (a) the bidder's price; (b) the bidder's business reputation; (c) the quality of the bidder's goods or services; (d) the extent to which the goods or services meet the city's needs; (e) the bidder's current or past relationship with the city; (f) the impact on the city's ability to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities; (g) the total long-term cost to the city to acquire the bidder's goods or services; and (h) any relevant criteria specifically listed in the bid documents. The city reserves the right to make an award either to the lowest responsible bidder or to the bidder that provides goods or services having the best value to the city.

"Bidder" means any person, sometimes referred to herein as a vendor or proposer, seeking to do business with the city pursuant to this section, including any individual, corporation, partnership, sole proprietorship, joint stock company, joint venture, limited liability partnership, limited liability company, or any other private legal entity, each of which shall be required to disclose in its bid, whether or not the bid documents specifically make such request, the names and addresses of the bidder's officers, directors, members and owners holding five percent or more in ownership of the bidder or its parent at the time of the submission of its bid, which obligation to disclose shall continue for the duration of the bidder's relationship with the city.

"Bidder list" means a mailing or notification list, maintained by the city, of all suppliers, vendors, contractors or service providers, who have made a request by an approved communication method to receive notice of the city's intent to make particular purchases, which bidder list does not imply that such those parties on it have been pre-qualified or pre-approved to do business with the city. The city reserves the right to charge a nominal maintenance fee to those parties that desire to be included on the bidder list to cover the city's cost of making and keeping the same.

"Board of public purchases" or "BPP" means the board created by charter responsible to discharge the duties described therein and herein with respect to the city's purchasing process, including, but not limited to, hearing and determining appeals taken from decisions made by the purchasing agent, preparing reports of its activities in overseeing the city's purchasing practices, establishing purchasing policies, rules and regulations in furtherance of this section, publishing annual purchasing statements, and the like. The official policies, working rules and regulations adopted shall, on their respective effective dates, be published, applicable to and used in the implementation and interpretation of this section, and shall not otherwise be contrary to or in derogation of the rights, duties and responsibilities of city officials, executives and administrators set forth in the charter and ordinances, as the same may be amended from time to time.

"Brand name;" "brand name or equal specification" means a bid specification (a) limited to one or more items according to manufacturer name, product code or catalog number (brand name specification), or (b) providing the information stated in (a) above to describe the standard of quality, performance, and other salient characteristics needed to meet city requirements but allowing for the submission of equivalent products.

"Consolidated purchasing" means a centralized purchasing method whereby the

purchasing agent determines annually, based upon the anticipated purchases projected by contracting officers and his/her own experience, that the purchase of items or categories of items in bulk or pursuant to price agreements on a city-wide basis from one or more vendors will result in economies of scale and cost-savings to the city.

"Competitive bidding" or "competitive bid" means the city's procedure for obtaining goods or general services in which sealed bids are submitted in response to bid specifications. This process does not permit any negotiation with the apparent winning bidder after the receipt and opening of bids. Competitive bidding may be accomplished as a result of public advertisement or other electronic public notice methods adopted as official policy by the BPP.

"Competitive proposal" means a QBS process used for obtaining special or professional services in which the city solicits a request for proposals based upon qualifications, experience and other specific requirements, together with a request for a price.

"Contract" means any type of written agreement or documented arrangement involving a purchase, regardless of what the evidence of such arrangement may be called or how it may be referred to, which is approved by the contracting officer, contain terms and conditions protecting the city's legal interests, is properly funded and, where required by charter or ordinance, has been approved by the city council or its designee; provided, however, that so-called letters of intent, letters of interest, memoranda of agreements, and other examples of latent, potential, unilateral or executory documents or arrangements that otherwise may not be binding upon the city, may become a binding legal obligation of the city only if and to the extent that any such document or arrangement has been approved by the city council or its designee.

"Contracting officer" means any director or deputy of a city department, any president or chief executive of a city agency, board, or commission, including the board of education, the WPCA and any other similar duly-constituted agency of city government as defined by Charter or ordinance, or contained in the city's table of organization, including his/her respective designee set forth in writing to the purchasing agent, having direct authority or due authorization to initiate purchases.

"Critical emergency purchase" means a purchase of goods or services that, if not purchased or ordered immediately, can result in injury to human life or significant property damage, or result in consequences detrimental to the city's best interests. These types of purchases include all requirements needed on an emergency basis (a) to comply with federal, state or local laws or codes, or (b) to avoid complete loss of funds made available by non-city public and private funding sources, or (c) to make emergency repairs of city-owned property, buildings, infrastructure, equipment and vehicles, the need for which or the quantity thereof could not have been reasonably anticipated with proper advance planning. The purchasing agent should use the informal competitive quotation process for critical emergency purchases, if possible, but shall not be limited by the applicable threshold dollar amounts set forth herein due to the emergency nature of the purchase. Last-minute purchases not constituting true emergencies or other emergency purchases that do not comply with this definition may only be approved in accordance with the mayoral bid waiver process set forth herein.

"Decentralized purchase order" means payment, other than through the purchase order process, for a department, agency or commission's purchases of items

or services of any kind that conform to the official policy of the board of public purchases as to items that may be so purchased and paid for, expenditures that may be made in this manner due to the timing or requirements of a non-city funding or financing source, dollar thresholds, exceptions, prohibitions, and the like, provided, however, that a purchase may be paid by decentralized purchase order for a greater amount than any dollar threshold established for such item or expenditure if the purchase constitutes either a critical emergency purchase, involves a purchase that if not made and paid for in this manner would result in the loss of funding, or constitutes a purchase or expenditure otherwise permitted by Charter or ordinance and is approved in writing by the comptroller.

"General services" means all services that result in a measurable end product as defined by bid specifications, including but not limited to all services used in the process of building, altering, maintaining, improving or demolishing any city-owned property, structure, building or public infrastructure, but excluding architectural, engineering and other design services, and construction services. Examples of general services include, but are not limited to, electrical work, road resurfacing, sewer repair, building demolition, equipment maintenance and waste disposal services.

"Goods" means supplies, material, equipment and articles, whether purchased or leased, including, but not limited to, fuels, furniture, computers, paper products, food products, sand, and high-tech hardware and software, telecommunications equipment and office equipment.

"Informal competitive proposal" means the purchase of special or professional services that are in excess of seven thousand five hundred dollars (\$7,500.00) but do not exceed twenty-five thousand dollars (\$25,000.00) based upon a reasonable and documented attempt to solicit proposals as set forth herein, which process shall not require public advertisement.

"Informal competitive quote" or "informal competitive quotation" means the purchase of goods or general services or the purchase of special or professional services that are in excess of one thousand dollars (\$1,000.00) but do not exceed seven thousand four hundred ninety-nine dollars (\$7,499.00), which processes shall not require public advertisement.

"Lowest responsible bidder" means the bidder whose bid is (a) a complete response to the invitation to bid and (b) the lowest of those bidders possessing the skill, ability, financial capacity, business integrity and experience necessary for faithful performance of the described work based on objective criteria. Evaluation of lowest responsible bidder shall include best value considerations whether or not such considerations are set forth in the bid documents. Bidders may be excluded from consideration entirely if they are listed on the disqualified vendor list at the time the invitation to bid is the subject of public advertisement or at the time the city otherwise seeks to make a purchase as described herein. In a request for proposals process, a bidder may be chosen as lowest responsible bidder from among those bidders that are pre-qualified or based upon recognized industry standards that the contracting officer responsible for the purchase has certified in writing to the purchasing agent as commercially relevant. The city reserves the right to reject any and all bids and to waive informalities in a bid to the extent that such informalities are not material and do not give one bidder an unfair advantage over other responsive and responsible bidders.

"Mayoral bid waiver" means the mayor's authority to grant a written waiver of the requirements for public advertisement, and the need for a competitive bidding or competitive proposal process in connection with critical emergency purchases, after receiving (a) the contracting officer's written statement of the need for such waiver with all appropriate backup information, and (b) the purchasing agent's written recommendation of the need for such waiver.

"Public advertisement" or "publicly advertised" means the advertisement in one or more media of the city's desire to make a purchase expected to cost seven thousand five hundred dollars (\$7,500.00) or more placed (a) in a newspaper of general circulation in the Bridgeport area, (b) in other print media designated to encourage a greater number of bids, (c) on the city's internet website, (d) on other electronic media available to the general public, or (e) in other media authorized by the BPP; it being understood that certain purchases, such as those made by the informal competitive quote and the informal competitive proposal processes, critical emergency purchases, qualified purchases, and purchases under one thousand dollars (\$1,000.00) shall not require public advertisement. The content and location of public advertisements shall be determined as set forth herein or as otherwise authorized by official policy of the BPP. Purchases shall not be deliberately split in amount, artificially staggered over time, or otherwise be the subject of any other artifice designed to avoid the requirement to utilize competitive bidding or other purchasing methods required herein.

"Qualified purchase" means a purchase of goods or services where either there is only one source for such purchase a purchase from a special source will provide a lower cost than would result from competitive bidding, time is critical and the purchase could not have been planned, or the purchase involves items whose prices are controlled by federal or state regulation.

"Quality-based selection" or "QBS selection" means a method for purchasing special or professional services by either initially pre-qualifying bidders prior to obtaining a price proposal or making a final selection without a price proposal. Such process initially requires the submission of professional qualifications, demonstrated business experience, specific project experience, evidence of business integrity, and professional competence. Where qualifications alone are paramount in the selection process and price is not a factor, a final selection is made based on qualifications alone. In other QBS processes where price is not a factor initially in the selection process, or only one of a number of factors to be considered in making a final decision, a final selection is made based upon the submission of price proposals following pre-qualification.

"QBS selection panel" means a group of individuals qualified by knowledge, training and experience in purchases of the type contemplated and having no real or apparent conflict of interest in the outcome of the QBS selection, consisting of at least three city employees selected by the contracting and supplemented where possible by other similarly qualified individuals from the general public having no real or apparent conflict of interest in the outcome of such selection, or otherwise as specified by official policy of the BPP. Such panels shall use uniform, objective selection criteria established in advance for the particular purchase or criteria otherwise specified in writing by the BPP. The QBS selection panel shall make a written report of its selection, the criteria used and its recommendation to the board of public purchases, which shall make the final decision and award.

"Request for proposals" means a form of QBS selection process that includes a request for professional qualifications where such qualifications are important but not paramount, and where price is a paramount factor to be considered in making an award. A request for proposals may follow a request for qualifications from pre-qualified bidders.

"Request for qualifications" means a form of QBS selection that includes a request for professional qualifications where such qualifications are paramount in the selection and price is not a factor.

"Special or professional services" means the furnishing of judgment, expertise, design, advice or effort by persons other than city employees, not involving the delivery of a specific end product defined by bid specifications. These types of services include, but are not limited to, consulting, legal, financial, technical, audit, appraisal, architecture, design, engineering and other similar professional services not contemplated as general services. Such services shall also include unique, warranty or single-source services not generally available for specific city-owned property, equipment, building systems and equipment, and vehicles where the nature of the required services cannot be defined in advance by bid specifications and the professional or proprietary knowledge and expertise of the service provider is paramount to the lowest cost and otherwise in the city's best interests.

"Summary bid process" means a competitive bid process described herein that the city may elect to utilize among the selected responsible, qualified bidders for a purchase when all bids exceed any budget appropriation.

B. Purchase of goods and general services.

1. Purchases not requiring competitive bidding. Except for items the city requires to be purchased from vendors selected during a consolidated purchasing process, competitive bidding through the purchasing agent is not required for purchases between one dollar (\$1.00) and nine hundred ninety-nine dollars (\$999.00); provided, however, that purchases shall not be deliberately split in amount, artificially staggered over time or be the subject of any other artifice in order to avoid the requirement to utilize the competitive bidding process, informal competitive quotation process or another purchasing method otherwise required herein. The comptroller and the purchasing agent shall monitor such purchases and report any questionable practices to the BPP within five days of becoming aware of such practices.
2. Purchases permitted by informal competitive quotation process. Purchases of goods or general services that are in excess of one thousand dollars (\$1,000.00) but less than seven thousand four hundred ninety-nine dollars (\$7,499.00), see C.G.S. § 7-148v, as the same may be amended from time to time, shall be based upon authorized pricing methods; provided, however, that purchases shall not be deliberately split in amount, artificially staggered over time, or be the subject of any other artifice in order to avoid the requirement to utilize the competitive bidding process or another purchasing method otherwise required herein. An informal competitive quotation process shall be conducted as follows:

- (a) Price quotations, either oral or written, shall be solicited from at least three vendors or service providers by one or more authorized pricing methods. A valid vendor's or service provider's documented refusal to quote shall qualify as a quotation. If the process yields less than three responsive and responsible bidders or if it yields only a single, responsive and responsible source for the purchase, a selection shall be made if such selection is in the city's best interests under the circumstances. The contracting officer shall promptly document the informal competitive quotation process in writing to the purchasing agent.
 - (b) A purchase of goods or general services shall be counted as one purchase for like items. Unlike items, grouped together on one purchase requisition, shall require price notations only for those items on the purchase requisition that are in excess of three thousand dollars (\$3,000.00). The determination of like and unlike items shall be based on the commodity codes assigned such items under the then-current city financial system.
 - (c) The purchasing agent may waive solicitation of informal competitive quotations for a critical emergency purchase or for any other purchase for which a mayoral bid waiver may be sought as provided herein.
3. Purchases requiring competitive bidding. Competitive bidding shall be used for all purchases of goods and general services exceeding the sum of seven thousand five hundred dollars (\$7,500.00) (See C.G.S. § 7-148v, as amended); provided, however, that purchases shall not be deliberately split in amount, artificially staggered over time, or be the subject of any other artifice in order to avoid the requirement to utilize the competitive bidding process, informal competitive quotation process or another purchasing method otherwise required herein.
4. Consolidated purchasing.
- a. Commonly used goods, general services, special and professional services. The purchasing agent shall make purchases that are commonly used by several departments, where the total annual purchase for each type of goods or services anticipated to be used by such departments is in excess of twenty-five thousand dollars (\$25,000.00) per fiscal year in the aggregate, in order to achieve the best price.
 - b. Exclusions from consolidated purchasing. The purchasing agent may exclude purchases from the requirements of consolidated purchasing, provided that the contracting officer submits a written request with justification for exclusion from consolidated purchasing and the purchasing agent makes a written determination that:
 - i. No significant cost savings; other efficiencies or benefits can be achieved through consolidated purchasing; or

- ii. The unique requirements of such purchase require that such purchase be made separately from consolidated purchasing.
 - c. Requirements contracts; price agreements. The purchasing agent may, at his/her discretion, purchase specific items under one procurement by procuring a master requirements contract or a price agreement under which city departments may obtain goods or services directly from the vendor. In selecting such a vendor, the total cost of all goods or services at the expected quantities or dollar values to be purchased shall be used in determining the total cost of the proposal or bid and the selection shall be made on the basis of best value.
 - d. Planning for anticipated needs. The purchasing agent shall solicit from the various departments and contracting officers their anticipated requirements for goods and services prior to each fiscal year and, as appropriate, shall invite representatives of various departments to determine specifications for items of goods or services to be obtained using consolidated purchasing for their common needs.
- C. Competitive bidding process.

For each purchase of goods or general services made by competitive bidding, the following shall apply.

1. All requirements, terms and conditions sought by the city, including quality, delivery terms and vendor or contractor qualifications shall be contained in the bid specifications. For purchases requiring a contract, the contracting officer shall include a draft contract as part of the bid package whenever possible, or other provision shall be made to protect the legal interests of the city. If pre-qualification of bidders is sought prior to bids being accepted or prior to award, the criteria to be met shall also be set forth in the bid documents.
2. The purchasing agent shall publish a notice inviting sealed competitive bidding at least once by public advertisement. The notice shall, to the extent practicable, be published not less than ten working days before the final date for submitting bids. Said notice shall contain a general description of the goods or general services desired, the place where the bid specifications may be obtained, the day, hour, place and manner for bid opening, and other pertinent information.
3. The purchasing agent shall, in addition to the public advertisement, solicit and receive sealed bids by approved communication methods from all qualified, responsible bidders on the bidder list, whose goods and services comply with the purchases sought according to the city's then-current commodity codes, by sending them copies of the public advertisement

promptly after publication. Such communication notices shall be solely for the convenience of suppliers. Any failure to provide or delay in providing any supplier with such notice shall not invalidate the bid process, incur liability to the city or prejudice it in any manner.

4. The purchasing agent may revise the bidder list(s) by deleting bidders who have not responded to three consecutive bids sent to them, who have not registered or re-registered electronically, or have not otherwise given written notice to the city by an approved communication method of their interest in remaining on such bidding list.
5. All bids shall be submitted sealed, to the extent that the purchasing method used permits sealing, to the purchasing agent and shall be accompanied by bid security in the form of certified check, credit card authorization, or bond in the amount stated in the public advertisement or bid documents; provided, however, that, target groups and SLBEs defined in Section 3.12.130 of this title, shall only be required to submit bid security for contracts having a value in excess of, or reasonably expected at the time of award to have a value in excess of one hundred thousand dollars (\$100,000.00). A bid is nonresponsive unless such security or evidence that such security can be obtained is received at the time of bid opening. Each bidder is solely responsible for submitting all bid requirements in strict compliance with the public advertisement. The bids shall be opened in public at the time and place stated. Any bid received after the time specified, in any other manner than required, or at any other location than specified in the public advertisement shall be deemed nonresponsive, shall be rejected, and shall be returned, unopened where the method used may allow, to the bidder.
6. For each purchase made by competitive bidding, a record of all bids submitted, giving the names of the bidders and amounts of the bids and indicating the successful bidder, together with the originals of all competitive bids and any other pertinent documents, shall be preserved by the purchasing agent in accordance with state law or the city's record retention practices, whichever shall be longer in duration.
7. The purchase shall be awarded to the lowest responsive, responsible, and qualified bidder or pre-qualified bidder who meets the requirements, terms and conditions contained in the bid specifications and represents the best value to the city. In the case of a purchase by competitive bidding where the public advertisement indicates that bidders will be pre-qualified, the purchasing agent has the authority to make an award exclusively from the list of pre-qualified bidders.
8. In the event all bids submitted by responsive, responsible and

qualified bidders exceed the city's budget for such purchase, after deduction of all reasonably anticipated contingencies, at the request of the contracting officer, the purchasing agent shall conduct a summary bid process open only to such responsible, qualified bidders that originally submitted a bid. Such summary bid process may include a post-bid conference, shall permit resubmission of such original bids or the submission of new bids in not less than three days from the mailing of notice to the original bidders, and may provide for the deletion or modification of one or more alternates or change in the specifications provided in the original bid package, as determined by the contracting officer.

D. Awarding of contracts that contain alternates.

1. All bid specifications for a purchase for which alternates are to be included shall have the alternates listed in their order of priority, provided, however, that the contracting officer may change the priority of such alternates during a summary bid process.
2. Prior to making an award for which the bid specifications list alternates to be included, the contracting officer shall inform the purchasing agent as to which alternates are to be included in the award.

E. Purchasing special or professional services.

1. Purchases permitted by consolidated purchasing. Purchases of special or professional services anticipated to cost less than twenty-five thousand dollars (\$25,000.00) per fiscal year may be procured through consolidated purchasing as provided herein.
2. Purchases exempt from competitive bidding. Purchases of special or professional services anticipated to cost between one dollar (\$1.00) and nine hundred ninety-nine dollars (\$999.00) shall be made in the manner specified in paragraph B(1) hereof.
3. Purchases permitted by informal competitive quotation process. Purchases of special and professional services anticipated to cost between one thousand dollars (\$1,000.00) and seven thousand four hundred ninety-nine dollars (\$7,499.00) shall be made in the manner specified in paragraph B(2) hereof.
4. Purchases requiring an informal competitive proposal process. Purchases of special or professional services that are in excess of seven thousand five hundred dollars (\$7,500.00) but do not exceed twenty-four thousand nine hundred ninety-nine dollars (\$24,999.00) shall be based upon a reasonable and documented attempt to solicit proposals, without the need for public advertising, in the following manner:
 - a. Proposals shall be solicited from at least three qualified or pre-qualified vendors. An otherwise qualified vendor's refusal to submit a proposal shall qualify as the solicitation of a proposal. The contracting officer shall document the process in writing and

submit a report to the purchasing agent. If a single reasonable source exists for the service, the contracting officer shall include this information in his/her submission to the purchasing agent.

- b. The solicitation of proposals may be waived for any critical emergency purchase by obtaining a mayoral bid waiver. A waiver other than a mayoral bid waiver shall require the contracting officer to certify in writing to the purchasing agent the need for a waiver, and the purchasing agent shall determine if such waiver is appropriate. No further approval shall be required. If the purchasing agent is not requested to give such waiver or refuses to approve such waiver, a mayoral bid waiver may be sought. All said waivers shall be included in the purchasing agent's quarterly report to the BPP.

5. Purchases requiring a QBS selection process. In cases where the contracting officer intends to purchase special or professional services that are anticipated to exceed twenty-five thousand dollars (\$25,000.00), a QBS selection process shall be used for such purchase.

F. Quality-based selection processes: pre-qualification process; competitive proposal process; competitive qualification process followed by competitive proposal process.

1. Solicitation of proposals using quality-based selection.

- a. Quality-based selection as a pre-qualification process.

- i. A QBS selection process may be utilized to pre-qualify bidders for the purchase of special or professional services in an amount greater than twenty-five thousand dollars (\$25,000.00), where the contracting officer determines that such services are unique or that the nature of the project requires selection criteria primarily influenced by the bidder's knowledge and experience in similar or related projects. The contracting officer's recommendation to conduct such a pre-qualification process shall be set forth in writing and submitted to the purchasing agent for approval. A QBS selection panel shall be formed by the contracting officer or otherwise in accordance with official policy of the BPP.
- ii. Public advertisement of the QBS selection process, whether or not such process is used for pre-qualification of bidders or final selection, shall be deemed satisfied for such purchase.
- iii. The contracting officer shall prepare the public advertisement containing necessary and desirable information for those who might respond to a QBS selection process and the criteria to be used for selection. A QBS selection panel shall be formed to evaluate the responses, determine the qualified respondents and

proceed to make a selection and/or to submit a request for proposals to such respondents.

iv. The QBS selection panel shall review all qualifications submitted and shall, where necessary and practical, interview not less than three proposers (or such lesser number as shall have submitted qualifications so long as the purposes of competitive procurement meeting the best interests of the city is achieved). The QBS selection panel shall evaluate the responses, identify the qualified or pre-qualified proposers, and proceed to submit a request for proposals to the highest-ranking pre-qualified proposers and thereafter make a selection recommendation to the BPP. The QBS selection panel shall make a written report of its selection, the criteria used and its recommendation to the board of public purchases, which shall make the final decision and award. The use of such QBS processes shall be included in the purchasing agent's quarterly report to the BPP.

v. The city reserves the right to refuse to award or approve a contract with, or purchase from, a bidder as a result of prior facts and circumstances that resulted in increased costs, additional risks or liabilities, or other damage harmful to the best interests of the city reasons, including, but not limited to the following:

(a) The bidder having defaulted on a previous contract and failed to cure such default, resulting in termination of the contract;

(b) The bidder having failed, without acceptable justification, to complete a contract within the contract time;

(c) The bidder having completed the material terms of a contract, neglecting or refusing to close out the contract by delivering all required documentation, training, warranties, manuals and the like, failing to complete punchlist or warrantly work in a timely manner as required by the contract; or

(d) the bidder having made misleading or false statements, representations or warranties concerning its financial stability, personnel, qualifications, experience, capitalization, performance record, absence of conflicts.

b. Quality-based selection as a final selection process. A QBS selection process may be utilized in the purchase of special or professional services without seeking price proposals when the contracting officer determines that such services are unique or

that the nature of the project requires selection criteria where the knowledge and experience of a bidder in similar or related projects are paramount, and the best interests of the city will be served by the use of such process without considering price as a determining factor in selection. The contracting officer shall then negotiate a proposed contract with the selected bidder with the assistance of the office of the city attorney, at compensation determined by the contracting officer to be fair and reasonable to the city, considering the estimated value, scope, complexity and professional nature of the services to be rendered. Such selection shall be conducted, documented and recommended to the BPP for approval in the same manner as described above for a quality-based selection as a pre-qualification process, together with the proposed contract. The contract price shall be determined in the following manner:

- i. After selection, the contracting officer shall then enter into negotiation of a contract, preferably on a form included with the bid documents, with the selected vendor with the assistance of the office of the city attorney, using a formula for compensation determined by the contracting officer to be fair and reasonable to the city, considering the scope of the work, the delivery or completion requirements, the complexity and specialized nature of the services to be rendered, and other relevant factors. Such formulas may include, but are not limited to, time and materials with or without a not-to-exceed price, cost of the work plus a fee, lump sum, guaranteed maximum price, and the like. The contracting officer's rationale for selection of a compensation formula shall be made in writing to the purchasing agent prior to entering into negotiations; or
 - ii. Should the contracting officer be unable to negotiate a satisfactory contract with the selected vendor, negotiations shall be terminated in writing; or
 - iii. The contracting officer shall then enter into negotiations with the next most qualified firm identified in the selection process and still interested in the project. Should the contracting officer be unable to negotiate a satisfactory contract with such vendor, negotiations shall be terminated in writing and shall proceed to negotiate with the next most qualified firm, and so on; or
 - iv. The city reserves the right to refuse to award or approve a contract with or purchase from a bidder for the same reasons as set forth in Section F above.
- c. Reports. For each purchase of services by QBS selection process, the contracting officer or QBS selection committee, as

the case may be, shall make a written report of all such purchases to the BPP, the city council, the mayor, the office of policy and management, and the finance department. The purchasing agent shall make a record of all proposals submitted, giving the names of the proposers, indicating the successful proposer, clearly stating the basis for the selection made, the basis for the award made by the BPP, including the originals of all proposals and any other documents pertaining to the selection process, and shall keep the same in accordance with the city's records retention policy.

2. Requests for proposals.

Except as otherwise authorized in this section, for each purchase of special or professional services in excess of twenty-five thousand dollars (\$25,000.00) where professional qualifications and experience are important but where price is the paramount factor to be considered in making a selection, such purchase shall be made by competitive proposal process, as follows:

- a. Preparation of the request for proposals. The contracting officer shall prepare a request for proposals. All requirements, terms and conditions, including bidder qualifications, desired by the city shall be included in the request for proposals. Whenever possible, a draft contract shall be made a part of the request for proposals or other bid documents. The purchasing agent shall assist in the preparation if needed. For purchases that require an additional funding appropriation, the request for proposals shall clearly state that the award of a contract is contingent upon the appropriation of funds.
- b. Solicitation of proposals.
 - i. The purchasing agent shall, in cases where such proposed purchase is not preceded by a QBS pre-qualification process, by public advertisement make notice of the request for proposals at least once within ten working days prior to the deadline to submit proposals, unless the contracting officer determines that a shorter response time is required. Whenever the service requested is so specialized that few appropriate bidders can reasonably be expected to respond to said notice, public advertisement shall also be made in other media appropriate to the nature of the service requested and calculated to result in a greater number of proposals.
 - ii. The purchasing agent shall, in addition to the public advertisement, solicit competitive bids from all

qualified, responsible bidders on the bidder list, whose goods and services comply with the purchases sought according to the city's then-current commodity codes, by sending them copies of the public advertisement promptly after publication. Such mailings shall be solely for the convenience of suppliers. Any failure to provide or delay in providing any supplier with such notice shall not invalidate the bid process, incur liability to the city or prejudice it in any manner.

- iii. The proposal process may be waived for any critical emergency purchases or for any other reasons contained in this section and in the manner provided herein.

c. Evaluation of proposals.

- i. The purchasing agent, with the assistance of the contracting officer, if any, shall evaluate all proposals based upon the criteria and requirements stated in the request for proposals, or otherwise in accordance with BPP official policy. For purchases exceeding one hundred thousand dollars (\$100,000.00) the QBS selection panel shall, if possible and practical, conduct personal interviews with the most qualified bidders.
- ii. A QBS selection panel shall be formed to review the proposals and make a selection according to pre-established selection criteria and a price proposal. Such selection shall be conducted, documented and recommended to the BPP for approval in the same manner as described above for a quality-based selection as a final selection process. The use of requests for proposal shall be included in the purchasing agent's quarterly report to the BPP.
- iii. The contracting officer or QBS selection panel, as the case may be, shall not accept as responsive or review any proposal received that is not in strict compliance with this section.
- iv. The contracting officer or QBS selection panel, as the case may be, shall select the proposer whose proposal is deemed to best provide the services desired, taking into account the requirements, terms and conditions contained in the request for proposals and the criteria for evaluating proposals and make a recommendation to the BPP, which shall make the final award.

agent shall inform the contracting officer, who shall submit written certification of the selection of the particular vendor or vendors and other pertinent details within five working days after such purchase to the mayor, the city council, the director of finance, the director of the office of policy and management, and the BPP. Such purchases shall be included in the purchasing agent's quarterly report to the BPP.

2. Waiver of competitive bidding for qualified purchases.

a. Purchases other than critical emergency purchases may be made without competitive bidding or other competitive processes otherwise required by this section for the following reasons:

i. Only one qualified or available vendor or sole source can be identified through reasonable efforts, for example, where only one vendor is authorized or certified to do such work, where parts are available only through a single dealer or distributor, or where the work is proprietary or relates to products that are proprietary and cannot be substituted without adverse effects or complications.

ii. Purchase from a special source, including but not limited to a sale, purchasing plan, government discount or trade-in allowance, will provide a lower cost than that which would result from a competitive process.

iii. Time is a critical factor and such purchase could not have been previously anticipated through proper advance planning.

iv. The purchase involves items the prices of which are federal or state regulated.

b. The purchasing agent shall make written certification of the reasons for the waiver of competitive bidding or public advertisement, the reasons for the selection of the particular vendor or vendors, and other pertinent details within five working days after such purchase to the mayor, the city council, the director of finance, the director of the office of policy and management, and the BPP. Such purchases shall be included in the purchasing agent's quarterly report to the BPP.

H. Duties of the purchasing agent; contracting officers; board of public purchases.

1. Purchasing agent. The purchasing agent has the primary responsibility for working with contracting officers concerning the content of public advertisements and the general content of all bid specifications and specific city requirements, issuance of public advertisements for all competitive bids and QBS selection processes for goods, general services, or special or professional services, and such other responsibilities set forth in the charter or ordinances or established by the BPP. The purchasing agent is responsible for reporting all material

exceptions, deviations from or violations of this section to the mayor, the city council, the director of finance, the office of policy and management and the BPP within fourteen (14) days of learning of such matter.

2. **Contracting officer.** The contracting officer, directly or through his/her designee, has primary responsibility for protecting the legal interests of the city by ensuring that, with the advice of the city attorney, the city's legal rights and remedies are protected in connection with such purchase. The contracting officer also has the primary responsibility to develop the technical requirements and other project-specific needs for inclusion in the bid documents, to disclose the selection process and criteria to be used, to specify the legal requirements for the contractual relationship with the bidder including, wherever possible, the form of contract to be entered into, and the like. The contracting officer is further responsible to ensure that he/she has authority to make the subject purchase, the resulting contract has received all city approvals required and, upon the execution of any contract, original executed documents or true and complete copies are distributed promptly to the finance department and the city attorney. It is also the primary responsibility of the contracting officer or his/her designee to attend to the details of the purchase and the administration of the relationship with the selected vendor over time, including but not limited to ensuring that: the contract is adhered to; problems, disputes, events of default and the like are properly documented and promptly brought to the attention of the city attorney for advice or action; all insurance policies and security (e.g., cash deposits, bonds, letters of credit, guarantees) remain current, up-to-date and in place for the city's benefit; and the contract documentation and close-out thereof, including where appropriate, obtaining all lien waivers and final releases, guarantees, operating and service manuals, employee training, etc., is completed.
3. **Board of public purchases.** The BPP shall be familiar with purchasing department operations and other city operations involved in the purchasing process, and shall perform the responsibilities assigned to it in the Charter, ordinances and this section. Such responsibilities include, but are not limited to, hearing appeals from decisions of the purchasing agent, handling bid protests, reviewing appeals from decisions regarding vendor disqualification, establishing official purchasing policies, working rules and regulations, evaluating periodic reports from the purchasing agent, taking appropriate action where required, and otherwise ensuring that the purchasing process operates as intended. The BPP shall circulate any proposed official policy, working rule or regulation for review and comment to the purchasing agent, the mayor, the city council, the department of finance, the office of policy and management, and the city attorney thirty (30) days in advance of its intent to adopt, and shall not vote to adopt such proposal until it has received and considered comments during such thirty (30) day period.

I. **Contract requirements.**

1. **Contract required.** A written contract between the city and a bidder is

required for any purchase that exceeds twenty-five thousand dollars (\$25,000.00). Such requirement may be satisfied with a contract form included in the bid documents and executed by the parties, a contract negotiated and executed by the parties after award, or by the standard terms set forth on the city's purchase order form acceptable to the office of the city attorney, as the same may be amended from time to time. Except for purchases where the contract is contained on the purchase order, any other contract shall be reviewed and approved as acceptable by the office of the city attorney, by the city's risk manager where insurance, indemnification, guarantees, bonds or other security is required, and by other appropriate city departments, and such contract shall be signed by the mayor or other designee in the manner authorized by the city council, provided, however, that, with respect to contracts resulting from a competitive bidding process, the purchasing agent is authorized to execute such contracts in consultation with the office of the city attorney. Purchases for amounts less than seven thousand five hundred dollars (\$7,500.00) shall be governed by the terms of the purchase order acceptable to the office of the city attorney.

2. Contract approval; material modifications. All contracts for purchases that exceed twenty-five thousand dollars (\$25,000.00) shall require city council approval and shall be signed by the mayor or the contracting officer, with the following exceptions:
 - a. In cases where this section allows the terms of the contract to be contained on the purchase order, which does not require the execution of additional contract document;
 - b. In cases where this section authorizes the purchasing agent to sign all contracts that result from the competitive bidding process;
 - c. In cases involving consolidated purchasing, the purchasing agent is authorized to sign all contracts that result;
 - d. In cases where a critical emergency purchase is authorized, the mayor or his designee is authorized to sign all contracts that result; and
 - e. In cases where a qualified purchase is authorized, the mayor or his designee is authorized to sign all contracts that result.

If material modifications in the scope, time or price of the contract are desired after signing, except in the case of a construction contract or other contract that provides by its terms for the submission, consideration, rejection or approval of changes in scope, time or price, which changes are of the type that were not anticipated at the time of bid and result from unforeseen conditions, changes in law, latent defects in bid specifications and similar changed circumstances, such material modifications shall require written approval by and signature of the mayor in consultation with the director of finance, the director of the office of policy and management, and the office of the city

attorney, unless the BPP has adopted an official policy governing the procedure for dealing with material changes.

3. Contract extensions.

- a. The contract time for performance in contracts having an original value of greater than one hundred thousand dollars (\$100,000.00) that resulted from a QBS selection process, critical emergency purchase or qualified purchase may not be extended unless the contracting officer certifies in writing to the purchasing agent the necessity of such extension and that no significant additional cost to the city will result. If the purchasing agent approves such request, such extension may not exceed six months, except for construction contracts where the contract contains provisions for changes in schedule, including suspension of work, which shall govern the duration of any such extension.
- b. Any purchase that results from competitive bidding or competitive proposal processes may be extended beyond the contract time period for up to one additional year from the date of award without additional bidding for one or more of the following reasons:
 - i. The vendor is the sole qualified or available provider. This shall include sole source or proprietary service/maintenance contracts for existing equipment and vehicles.
 - ii. Additional competitive bidding or requests for proposals would result in an increase in cost or significant disruption of city operations. Employee benefits contracts with third-party providers and administrators are included in this category.
 - iii. City services would have to be discontinued in the absence of another vendor. There shall be a six-month limit on the contract extension.
 - iv. An option to extend the contract term is included in the bid documents or the contract.
- c. The contracting officer is responsible to give written notice to the purchasing agent of such extensions, the purchasing agent shall keep a record of every contract extension, and shall include such extensions in his/her quarterly report to the BPP.

4. Additional purchases from a vendor prohibited. The city shall not purchase any item of goods or services from a vendor that was not of the type or closely related to the goods or services described in the bid documents or the contract.

J. City right to set-off delinquent property taxes owed.

1. Right of set-off. Pursuant to C.G.S. § 12-146b, as amended, the city has the right to set-off against any payment due to a vendor or to withhold

payment from any vendor if any taxes levied by the city against any vendor or its property, both real and personal, are delinquent, provided, however, that no such amount withheld shall exceed the amount of tax, plus penalties, lien fees and interest outstanding at the time such set-off or withholding of payment occurs. Any vendor that has either been selected by competitive bidding process, has signed a contract or has obtained a purchase order hereby authorizes the city to execute such set-off or to withhold such payment from amounts otherwise due to the vendor.

2. Authority to set-off. Upon the tax collector's issuance of any delinquent tax list, the contracting officer or the comptroller shall have the authority to set-off against any payment due to a vendor or to withhold payment to such vendor the amount of any delinquent taxes due, together with penalties, lien fees and interest outstanding.

K. Purchases through state and federal bid lists, cooperative agreements between municipalities and the like.

1. Use of other bid lists. Procurements obtained by competitive bidding conducted by the State of Connecticut, by the Connecticut Hospital Association or its affiliates, by the federal General Services Administration, or through cooperative associations or agreements between and among municipalities may be utilized when the purchasing agent determines, in writing to the BPP, that utilization of such procurements would be in the best interests of the city; provided, however, that either the purchasing agent shall issue guidelines for the proper utilization of such procurements or the BPP shall adopt an official policy for the proper utilization of such purchases. The purchasing agent shall be responsible for the proper utilization of such other bid lists and cooperative agreements and shall take proper precautions to prevent misuse as he/she may deem to be in the best interests of the city.

L. Exemptions from this section.

The sale or purchase of public utilities, as defined under Connecticut law, are not subject to the provisions of this section, however, any provider of a public utility that seeks to do business with the city must meet the threshold requirements of a responsive and responsible bidder under this section.

M. Reports to be prepared by the purchasing agent.

1. Quarterly reports. The purchasing agent shall prepare a written quarterly report within thirty (30) days after the close of each calendar quarter ending in the months of September, December, March and June in a fiscal year, and shall submit the same to the BPP, with copies to the mayor, the city council, the department of finance, and the office of policy and management. Said reports shall contain information about the following activities:
 - a. Purchases made by the competitive bidding process;
 - b. Purchases made by the competitive proposal process;

- c. Waivers granted from competitive bidding or competitive proposal processes, including critical emergency purchases, mayoral bid waivers issued and qualified purchases;
 - d. Waivers granted from informal bid and proposal processes;
 - e. Contracts granted material extensions of scope, time or price;
 - f. Contracts granted material modifications of terms and conditions;
 - g. Purchases made through federal or state bid lists or through cooperative purchasing arrangements with associations or other municipalities;
 - h. Violations or suspected violations of this section; and
 - i. Other activities required to be reported to the BPP herein.
2. Annual list of purchases. A list of all purchases made by the purchasing agent shall be filed annually with the city clerk. Said list shall include the name, address, disadvantaged or minority business status of the vendor, the department, board, or commission making such purchase, the types of goods or services purchased and the total price paid by the city.

N. Audit.

The city's internal auditors shall conduct an audit of purchasing activities every three years or as otherwise directed by the BPP. Notwithstanding this requirement, the department of finance, office of policy and management or the mayor may request an independent auditor to perform an audit of city purchases.

O. Violations and penalties.

Any deliberate, willful attempt to violate or circumvent the purchasing process established by this section shall be a violation of the city's code of ethics, as the same may be amended from time to time, and shall be dealt with as appropriate by the ethics commission. Any decision by the ethics commission shall not prohibit the city from pursuing its other legal rights and remedies in connection with such violations.

P. Purchases requiring use of other procedures.

Notwithstanding the provisions of this section, with regard to any purchase that is funded in whole or in part by federal or state grant funding or other assistance where the city is the applicant or directly or indirectly benefits therefrom, or as a condition of such funding or assistance the city is required to follow the grantor's procurement rules and regulations, such other procurement rules and regulations shall be followed in lieu of the purchasing processes described in this section.

Q. Records retention. All records of purchases made and related activities shall be retained in accordance with state of Connecticut guidelines for retention of public records.

R. Mandated contract terms incorporated by reference. All terms required by law to

be inserted in a contract for particular purchases or purchases in general, including but not limited to equal employment opportunities, affirmative action goals, and the like, shall be deemed to be incorporated by reference into any contract described in this section as if fully such terms are set forth therein.

(Ord. dated 6/19/06 (part); Ord. dated 6/16/03)

3.08.080 Deleted.

3.08.090 Disqualification of vendors from doing business with the city--Procedure.

Purpose. The standards for determining when a contractor, vendor or consultant should be disqualified from contracting with the city directly or as a subcontractor for another party contracting with the city, and the procedures for disqualification are hereby established in order to determine when such action is in the best interests of the city.

- A. **Definitions Used.** For purposes of vendor disqualification proceedings, the following definitions shall apply:

"Decision" means the written determination by the hearing officer, following notice to the vendor and an opportunity to be heard in accordance with the provisions of this section, with reasons for any action taken, which decision shall be given to the vendor within ninety (90) days following the last date of any hearing in the matter by certified mail, return receipt requested.

"Hearing officer" means the city's purchasing agent or, in his/her absence, his/her qualified designee.

"Period of disqualification" means the period specified in a decision of the hearing officer during which the vendor shall not be permitted to seek or obtain a contract from or other arrangement to supply goods or services to the city, which period shall be no longer than two years duration for the violation that is the subject of the decision.

- B. **Direct Basis for Finding Disqualification.** The hearing officer may disqualify a vendor from seeking or obtaining a contract from or arrangement to supply goods or services to the city for one or more of the following reasons:

1. Conviction or entry of a plea of guilty or nolo contendere for, or admission to, the commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
2. Conviction or entry of a plea of guilty or nolo contendere or admission to the violation of any state or federal law for embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty which affects responsibility as a municipal contractor;
3. Conviction or entry of a plea of guilty or nolo contendere or admission to a violation of any state or federal antitrust, collusion or conspiracy law

arising out of the submission of bids or proposals on a public or private contract or subcontract;

4. A willful failure to perform in accordance with the terms of one or more public contracts, agreements or transactions;
5. A history of failure to perform or of unsatisfactory performance of one or more public contracts, agreements or transactions;
6. A willful violation of a statutory or regulatory provision or requirement applicable to a public contract, agreement or transaction;
7. A willful violation of Section 3.12.130 of this title.

C. Conduct That May be Imputed to the Vendor. For purposes of determining whether a vendor should be disqualified, the following conduct may be imputed to the vendor:

1. The fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with a vendor may be imputed to the vendor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the vendor and the vendor knew, or had reason to know, of such conduct. The term "other seriously improper conduct" does not include advice from an attorney, accountant or other paid consultant if it was reasonable for the vendor to rely on such advice;
2. The fraudulent, criminal or other seriously improper conduct of a vendor may be imputed to any officer, director, shareholder, partner, employee or other individual associated with the vendor who participated in, knew or had reason to know of the vendor's conduct; and
3. The fraudulent, criminal or other seriously improper conduct of one vendor participating in a joint venture or similar arrangement may be imputed to other participating vendors if the conduct occurred for or on behalf of the joint venture or similar arrangement and these vendors knew of or had reason to know of such conduct.

D. Mitigating Circumstances. The existence of a cause for disqualification shall not be the sole factor to be considered in determining whether the vendor shall be disqualified. In making a determination, the hearing officer shall consider the seriousness of the vendor's acts or omissions and any mitigating factors.

E. Other Factors That May be Considered. After a decision is rendered, the city council may reduce the period or extent of disqualification, upon the vendor's request, supported by documentation, for the following reasons:

1. Newly-discovered material evidence;
2. Reversal of the conviction or guilty plea upon which the disqualification was based;
3. Bona fide change in ownership or management of the vendor;
4. Elimination of other causes for which the disqualification was imposed; or

5. Other reasons the city deems appropriate.
- F. Limited Exception from Disqualification When the Public Good Would be Served. The city may grant an exception permitting a disqualified vendor to participate in a particular contract upon a written determination by the purchasing agent, with the advice of the city attorney, that there is good cause, in the interest of the public, for such action.
- G. Notice and Opportunity to be Heard. The city, through its purchasing agent, shall give written notice to the vendor of the city's intent to commence a hearing to determine whether the vendor should be disqualified under this section, and shall hold one or more hearings thereon, in accordance with the provisions of Chapter 54, Section 4-166 et seq., of the General Statutes then in effect. The city attorney is authorized and directed to assist the hearing officer in the discharge of his/her duties under this section.

(Ord. dated 7/2/07: Ord. dated 6/16/03)

3.08.100 Certified checks or bid bonds--Required when--Procedure.

- A. All advertisements for the proposals or estimates for contracts, when the several parts of the work to be done or the materials or supplies to be furnished under said contract having a value in excess of, or reasonably expected at the time of award to have a value in excess of, fifty thousand dollars (\$50,000.00), shall require such proposals or estimates to be accompanied by a certified check or bid bond drawn to the order of the city for a sum which shall be ten percent per centum of the total amount of such proposals or estimates; provided, however, that, target groups and SLBEs defined in Section 3.12.130 of this title, shall only be required to submit bid security for contracts having a value in excess of, or reasonably expected at the time of award to have a value in excess of one hundred thousand dollars (\$100,000.00). Where a certified check or bid bond is required under this section, the proposals or estimates of those bidders only who have furnished a certified check or bid bond shall be considered by the purchasing agent in the awarding of any contract.
- B. All such certified checks or bid bonds shall be returned to the unsuccessful bidders for such contract after the office of public purchases shall have announced the award thereof to the successful bidder. Within ten days after he shall have received notice of the award to him of any contract or within such time as may be otherwise directed by the purchasing agent, the successful bidder shall furnish to the city a good and sufficient performance bond with surety for the faithful performance of such contract in such amount and containing such terms and conditions as shall be acceptable to the purchasing agent and shall enter into such written contract as the policies of the office of public purchases shall require. The certified check or bid bond furnished to the office of public purchases by the successful bidder shall be returned to him when he shall have executed any written evidence of such contract which may be required by the office and furnished the city with the performance bond provided in this section. In the event that any bidder whose proposals or estimates have been accepted does not furnish the city with said performance bond within ten days from the date that such bidder is notified of the acceptance of his proposals or estimates, or within such time as may be otherwise directed by the purchasing agent, such certified check or bid bond and the funds

represented thereby shall be retained by the city, not as a penalty, but as stipulated damages for his failure to execute such written contract and furnish such performance bond.

- C. Concession bids, and where deemed advisable, the bids for any by-product or personal property to be sold through competitive bidding by the office of public purchases, shall require such proposals to be accompanied by a certified check or bid bond drawn to the order of the city for the sum which shall be ten per centum of the total amount of such proposal.
- D. All such certified checks for bid bonds shall be returned to the unsuccessful bidders for such contract after the office of public purchases shall have announced the award thereof to the successful bidder. Within ten days after he shall have received notice of the award to him of any contract or within such time as may be otherwise directed by the purchasing agent, the successful concession bidder shall furnish to the city a good and sufficient performance bond with surety for the faithful performance of such contract in such amount and containing such terms and conditions as shall be acceptable to the purchasing agent and shall enter into such written contract as the policies of the office of public purchases shall require. Sale of by-products or personal property shall require a bill of sale or contract.
- E. The certified check or bid bond furnished to the office of public purchases by the successful bidder shall be returned to him when he shall have executed in writing evidence of such contract which may be required by the office and furnished the city with the performance bond provided in this section.
- F. In the event that any bidder whose proposals have been accepted does not execute such written contract or furnish the city with said performance bond whichever is appropriate within ten days from the date that such bidder is notified of the acceptance of his proposals or within such time as may be otherwise directed by the purchasing agent, such certified check or bid bond and the funds represented thereby shall be retained by the city, not as a penalty, but as stipulated damages for his failure to execute such written contract and furnish such performance bond.

(Ord. dated 6/19/06 (part); Ord. dated 12/21/92 § 18: prior code § 2-277)

3.08.110 Public hearing on sale of city-owned property--Advertisement.

The city council shall hold a public hearing on the sale of any city-owned property not less than seventy-two (72) hours prior to any vote by the city council to approve or disapprove the sale of such property. The city clerk shall cause notice of such public hearing to be published in a newspaper of general circulation no less than ten days prior to such public hearing.

(Ord. dated 12/21/92 § 25: prior code § 2-247)

3.08.120 Prevailing union wage rate on all city contracts required.

Each contract hereafter entered into by the city with any person for the construction, remodeling, alteration or repair of any public building or of public works of any kind shall have incorporated therein the following provision:

"Wages paid any mechanic, laborer or workman employed under this contract shall be not less than the customary or prevailing rate of wages paid in the City of Bridgeport for the same type of work in the same trade or occupation as disclosed by the records of the United States Department of Labor relative to the wage schedules and rates in such trades and occupations in the area in which the City of Bridgeport is located."

(Prior code § 2-288)

3.08.130 Insurance.

- A. All insurance coverage for which the premium to be paid shall exceed the basic provision of the existing law shall be purchased by the board of public purchases in conformance with its standard purchasing procedures.
- B. The board of public purchases, when it shall have awarded any insurance coverage pursuant to subsection A of this section, shall thereupon notify the insurance commission of its action.
- C. In the event that the premium for any insurance coverage shall be less than the basic provision of existing law, the insurance commission shall make arrangements for the purchase of the same.

(Prior code § 2-289)

3.08.140 Unauthorized activities prohibited--Liability.

- A. No contracts, undertakings, commitments, purchases or obligations shall be made or entered into by the city with any individual, firm, partnership, corporation or other legal entity to provide or perform lobbying services or activities on behalf of the city or any of its officials, boards, commissions or agencies without the approval of the city council. No fees shall be paid by the city or any of its officials, boards, commissions or agencies for lobbying unless funds have been expressly appropriated and identified for that particular purpose within the adopted budget.
- B. Any official, officer or employee who authorizes expenditures or disburses funds in violation of this section may be deemed personally liable therefor.

(Ord. dated 12/21/92 § 26: prior code § 2-290)

3.08.150 Penalty for violations of Sections 3.08.070, 3.08.080 and 3.08.100.

Any officer or employee or any member of any board, commission, department, bureau or other agency of the city who shall violate any of the provisions of Sections 3.08.070, 3.08.080 and 3.08.100 shall be deemed guilty of misconduct in office and shall be liable to removal from office therefor.

(Prior code § 2-278)

***79-12 Consent Calendar**

ATM Service Agreement with Webster Bank National Association to provide two ATM Machines on the premises of 999 Broad Street and 45 Lyon Terrace.

**Report
of
Committee
on
Contracts**

Submitted: July 1, 2013

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:

***79-12 Consent Calendar**

RESOLVED, That the attached ATM Service Agreement with Webster Bank National Association for two ATM machines on the premises of 999 Broad Street and 45 Lyon Terrace be and it hereby is, in all respects, approved, ratified and confirmed

**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON CONTRACTS**

Carlos Silva, Co-chair

Michael J. Marella Jr., Co-chair

M. Evette Brantley

James Holloway

Susan T. Brannelly

Angel M. dePara, Jr.,

Richard Paoletto

#79-12B

79-12B

LICENSE AGREEMENT

LICENSE AGREEMENT (this "Agreement"), dated as of May 13, 2013 (the "Effective Date") is between City of Bridgeport ("Licensor"), a municipality in the State of Connecticut having an address at 999 Broad Street, Bridgeport, CT 06604 and Webster Bank, N.A. ("Licensee"), a national association having an address at 145 Bank Street, Waterbury, Connecticut 06702.

WHEREAS, Licensor owns the premises known as the Margaret E. Morton Government Center at 999 Broad Street, Bridgeport, CT 06604 and City Hall at 45 Lyon Terrace, Bridgeport, CT 06604 (together, the "Premises"), and

WHEREAS, Licensee and Licensor have entered into a Master Services Agreement for Cash Management Services dated October ____ 20 __;

WHEREAS, the Licensee owns and operates automatic teller machines known as "ATM's; and

WHEREAS, Licensor and Licensee believe it would be beneficial for Licensor, its employees, visitors, taxpayers and other invitees that use the Premises to grant to Licensee a license, subject to the terms and conditions of this Agreement, to install, operate, maintain, repair and/or replace two (2) ATMs on the Premises in accordance with this Agreement.

NOW, THEREFORE, Licensee and Licensor agree as follows:

ARTICLE 1

DEFINITIONS

- 1.01 "Affiliate" means, with respect to any designated party, any person or entity which, directly or indirectly, controls, is controlled by, or is under common control with, such party where "control" (including the terms "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.
- 1.02 "Governmental Authority" means any national, state, municipal or local government or other political subdivision thereof, and any body, agency, ministry, board, taxing or other authority, court, or tribunal of the foregoing and any corporation or other entity owned or controlled (through stock or capital ownership or otherwise) by any of the foregoing.
- 1.03 "Normal Business Hours" means Monday through Friday from 8:00 – 6:00 pm local time, federal, state, and local holidays excluded.

ARTICLE 2

RECEIVED OFFICE
CITY CLERK
MAY 21 9 11 AM '13

LICENSE; RENDITION OF SERVICES

2.01 Granting of License. Licensors hereby grants to Licensee a license during the Term (as defined in Section 3.01) to install one or more ATM(s) in the locations identified within each of the Premises (the "License Area") as depicted on Exhibit A attached hereto and incorporated herein. Such license grant shall permit Licensee's customers, employees and agents (including armored car services) to use the License Area, entrances and exits for access to the ATM. Subject to Licensors' approval, Licensee may install telephone communication equipment and other utility lines incidental to the ATM and surveillance cameras and alarm systems in connection with the ATM in accordance with the terms of this Agreement (collectively, the "Ancillary Equipment").

2.02 License Fee. For the operation of two (2) walk-up ATM(s) Licensee shall pay to Licensors a "License Fee" for each surcharged transaction (specified in the Revenue Share column of the chart below) at each of the ATMs as follows:

Monthly Surcharged Transactions* Per ATM	Revenue Share
0 to 500	\$0.00
501 to 1,000	\$1.00
1,001 and greater	\$1.50

* A "surcharged transaction" is any transaction completed at an ATM by any customer who is not a customer of Licensee and is therefore charged an ATM surcharge fee. For this Agreement the ATM surcharge fee shall be \$1.95 per transaction.

Calculation of the License Fee shall begin on the day of activation for each ATM is activated and terminate in accordance with Section 3.01 of the Agreement. The "day of activation" is defined as the day the ATM is installed and able to successfully perform and complete an ATM transaction.

2.03 No Representations. Licensors makes no warranty or representation that the Premises or the License Area is suitable for use by Licensee for the ATM, Licensee having satisfied itself thereof. Licensee has inspected the Premises and the License Area, accepts the space provided to Licensee on an "as is, where is, with all faults" basis, and acknowledges that Licensors is under no obligation to perform any work or provide any materials or services to Licensee or pay any sums in order to make the License Area or Premises ready for the license granted hereunder. Notwithstanding the foregoing, Licensors shall, at its sole cost and expense, provide general carpentry, cabling and telecom wiring to prepare for the ATM installation at the License Area. The ATM

shall be a free-standing machine, shall be bolted to the floor and shall not be attached to any wall of the Premises. Licensor is not obligated to provide any service to Licensee or the License Area.

2.04 Repair by Licensee. Licensee shall maintain the ATM in a, safe, clean, orderly, operable and attractive condition and shall keep the ATM stocked with sufficient cash for transactions on a daily basis. Licensee shall at all times assign to the Premises such personnel as shall be reasonably necessary for the operation, maintenance and repair of the ATM and shall use reasonable efforts to minimize the length of any delay before Licensee is able to repair the ATM. Licensor shall provide Licensee and its agents access to the Premises and the ATM at reasonable times during the Licensor's normal business hours for the purpose of servicing and maintaining the ATM. Licensee may access the Premises and the ATM for the purposes of repairing it outside of Licensor's Normal Business Hours provided Licensee provides Licensor with prior notice. Licensee is under no obligation to restore, replace or rebuild the ATM or any part thereof at any time damaged or destroyed by any casualty but shall remove any ATM so damaged or destroyed that it is not in safe, clean, orderly, operable and attractive condition within thirty (30) days after written notice.

2.05 Liens. Licensee shall not permit any mechanic's or other lien be filed against any portion of the Premises or the land on which it is located by reason of Licensee's acts or omissions or because of a claim against Licensee. If any such lien is filed against the Premises, Licensee shall cause the same to be canceled or discharged of record by bond or otherwise within fifteen (15) days after notice from Licensor. If Licensee shall fail to cancel or discharge any such lien within said fifteen (15) day period, Licensor may cancel or discharge the same and upon Licensor's demand, and Licensee shall reimburse Licensor for all costs incurred in canceling or discharging such liens, including reasonable attorneys' fees.

2.06 Utilities.

- (a) Licensor shall provide electricity to the ATM and License Area and shall maintain and operate the License Area and the Premises in accordance with law as a clean, safe environment.
- (b) Licensee shall provide telecommunications services to the ATM in the License Area at Licensee's cost.

2.07 Services. Throughout the Term of this License Agreement:

- (a) Licensee shall use commercially reasonable efforts to keep the ATM open for use by the general public during the Licensor's normal business hours.
- (b) Licensee shall use commercially reasonable efforts to maintain and operate the ATM in a manner that will not disrupt, affect or interfere with any other provider

of services in the Premises (including, without limitation, any public utility) or any tenant's use, occupancy or enjoyment of its premises or the common areas of the Premises.

- (c) The fees charged by Licensee for use of the ATM shall comply with all rules and regulations of all applicable Governmental Authorities.
- (d) Licensee shall not, without the consent of Licensor, offer any services other than automated teller services, or install any equipment other than the ATM on the Premises.
- (e) Licensor shall provide for the removal of trash for the License Area and areas adjacent to the License Area.

2.08 Exclusive. Licensee shall have the exclusive right to operate ATM in the License Area. Licensor represents that no other entity or person has the right to install or operate an automated teller machine ("ATM") in the Premises and agrees that during the Term of the License Agreement the Licensor shall not permit the installation or operation of any automated teller machine ("ATM") by any other entity or person at the Premises.

2.09 Advertising. Licensee shall have the right to advertise or permit any advertisement in any public medium in connection with the ATM which makes reference to the Premises without the prior consent of Licensor. Licensee may place signage at the License Area or any other location approved by Licensor.

2.10 Insurance.

- (a) Licensee shall keep the ATM insured against fire and such other risks as may be included in the broad form of extended coverage insurance from time to time available. Any monies received by Licensee for loss or damage under such insurance shall be applied by Licensee first to restore, replace or rebuild the ATM, the License Area and the Premises (or any part thereof) damaged or destroyed by any such insured casualty in accordance with this Agreement.
- (b) Licensee shall maintain a policy or policies of comprehensive general liability insurance, issued by and binding upon a licensed insurance company. Such insurance shall afford coverage of not less than \$2,000,000 in the aggregate for personal injury or death in any one occurrence and of not less than \$40,000 for property damage in any one occurrence. Each such policy shall provide that it cannot be canceled except upon prior notice to Licensor and shall name Licensor as additional insured thereunder, and a certificate thereof shall be delivered to Licensor within thirty (30) days after the execution of this Agreement.
- (c) Licensor shall keep the License Area and the Premises and all improvements on

the land on which the ATM, the License Area and the Premises are kept insured against loss or damage by fire, lightning and against loss or damage by such other risks now or hereafter embraced by "Extended Coverage," so-called vandalism, malicious mischief and those perils commonly included in "All Risk" Said insurance shall be for a sum not less than one hundred (100%) percent of the full replacement cost of the ATM without deduction for depreciation or obsolescence of the ATM. Licensor shall also maintain a policy or policies of comprehensive general liability insurance with the premiums fully paid on or before the due date, issued by and binding upon a licensed insurance company satisfactory to Licensee in an amount of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. Such insurance shall include broad form property damage, personal injury and completed operation coverage and shall afford a minimum protection of no less than one million dollars (\$1,000,000) per occurrence and supplemental insurance of no less than two million dollars (\$2,000,000) in the aggregate. Licensor shall name Licensee as an additional insured and provide Licensee with a certificate of insurance evidencing the coverage required in this paragraph annually.

- 2.11 Indemnity. Licensee shall indemnify Licensor and hold Licensor harmless from and against all loss, cost, liability or expense (including, without limitation, attorneys fees and disbursements and costs of suit) arising out of or related to claims of injury to or death of persons or damage to property or business occurring or resulting from the use of the ATM or the gross negligence or willful misconduct of Licensee, its agents, contractors, employees, invitees or licensees in or about the Premises (including, without limitation, the use by consumers of the ATM or the installation, construction, operation, repair, maintenance, or replacement of the ATM). Licensor shall indemnify Licensee and hold Licensee harmless from and against all loss, cost, liability or expense (including, without limitation, attorneys fees and disbursements and costs of suit) arising out of or related to claims of injury to or death of persons or damage to property or business occurring or resulting from occupancy of the Premises or the gross negligence or willful misconduct of Licensor, its agents, contractors, employees, invitees or licensees.
- 2.12 Compliance with Laws. Each party shall comply with all laws and ordinances and all rules, orders or regulations (present, future, ordinary, extraordinary, foreseen or unforeseen) of any Governmental Authority or of the Board of Fire Underwriters (or any successor thereto), at any time duly issued and in force, attributable to any work, installation, occupancy, use or manner of use of the Premises or any part thereof. Licensee shall procure and maintain all applicable licenses and permits required for its business from all Governmental Authorities.
- 2.13 Relocation of License Area. During the Term, Licensor shall have the right, upon one hundred twenty (120) days prior written notice to Licensee, to relocate the License

Area to another area of the Building which Licensor deems reasonable and appropriate for the ATM(s). Such relocation shall be at Licensor's cost and expense.

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ARTICLE 3

TERM

3.01 Term. This Agreement shall be for a term of three (3) years, commencing on June 1, 2013 and terminating on May 31, 2016 (the "Term"), unless terminated earlier or extended pursuant to the terms of this Agreement.

3.02 Renewal. The Term of this Agreement may be extended for a period of three (3) years upon Licensee providing written notice to Licensor of its intent to extend the Term at least ninety (90) days prior to the end of the Term. Such extension shall be subject to the same terms and conditions set forth in this Agreement.

ARTICLE 4

TERMINATION

- 4.01 Termination. Licensee may terminate this Agreement with not less than ninety (90) days notice to the Licensor at any time after the first anniversary of this License Agreement, in which event this Agreement shall terminate upon the date set forth in such notice and neither party shall have any further liability to the other under this Agreement (but neither party shall be relieved of any responsibility or liability accruing prior to such termination.).
- Notwithstanding the foregoing, Licensee may terminate this Agreement immediately if Licensor ceases operation at the Premises for a period of thirty (30) consecutive days or if Licensor places another ATM on the property of the Premises (provided this language shall not permit the termination of this License Agreement based upon point-of-sale ("POS") withdrawals at registers).
- The Licensor reserves the right to terminate this Agreement for convenience upon ninety (90) days prior notice to the Licensor at any time after the first anniversary of this License Agreement, in which event Licensor is not relieved of any responsibility or liability accruing prior to such termination.
- 4.02 End of Term. Upon the expiration or any earlier termination of the Term of this Agreement, Licensee shall remove the ATM and all Ancillary Equipment from the Premises and restore the Premises to the condition in which it existed prior to the effective date of this Agreement.
- 4.03 Subordination. This Agreement is subject and subordinate to each mortgage or deed of trust and each underlying lease which may now or subsequently affect the Premises or the land on which it is located, as well as to all renewals, modifications, consolidations, replacements, increases, and extensions thereof.
- 4.04 No Waiver. Failure of either party to declare any default immediately upon any occurrence or delay in taking any action in connection with such default shall not waive such default, but the non-defaulting party shall have the right to declare any such default at any time thereafter. All rights, privileges, elections and remedies of each party are cumulative.
- 4.05 Attorney's Fees. If either party places the enforcement of this Agreement, or any part thereof or files suit upon the same, the court having jurisdiction shall have the right to award to the prevailing party its reasonable attorney's fees and disbursements and court costs.

ARTICLE 5

MISCELLANEOUS

- 5.01 Assignment; Sub-license, Etc. Licensee may not assign, mortgage, pledge, encumber or otherwise transfer this License Agreement or sublicense the License Area (or otherwise permit the use thereof.)
- 5.02 Assignment by Licensor. Licensor shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this Agreement upon the sale of the Premises and in such event and upon such transfer and assignment, no further liability or obligation shall thereafter accrue against Licensor and such transferee or assignee shall be bound by all of the terms and conditions of this Agreement.
- 5.03 [Intentionally Omitted].
- 5.04 Notice. All notices, demands, consents, approvals, advices, waivers or other communications which may or are required to be given by either party to the other hereunder shall be in writing and shall be deemed to have been given when delivered if by: (a) personally, or (b) when deposited in the United States mail, certified or registered, postage prepaid, or (c) when delivered by an overnight courier service and addressed to the party to be notified at the address for such party specified in the first paragraph of this Agreement, or to such other place as the party to be notified may from time to time designate by at least fifteen (15) days written notice; with copies to: If to Licensee, to Webster Bank, N.A., 145 Bank Street, Waterbury, CT 06702, Attention: General Counsel. If to the Licensor, to Department of Finance, City of Bridgeport, Margaret E. Morton Government Center, 999 Broad Street, 1st Floor, Bridgeport, CT 06604, with a copy to City Attorney, Margaret E. Morton Government Center, 999 Broad Street, 2nd Floor, Bridgeport, CT 06604.
- 5.05 Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected, and each provision of this Agreement shall be valid and shall be enforceable to the extent permitted by law.
- 5.06 Amendments. This Agreement may not be altered, changed or amended, except by an instrument in writing signed by the party to be charged.
- 5.07 License and Not a Lease. This Agreement is not to be constructed as in any way granting to Licensee any interest in the Licensed Area. This License merely grants to Licensee a license to enter upon and use the Licensed Area and the Premises in accordance with the terms hereof and shall not be deemed to grant to Licensee leasehold or other real property interest in the Licensed Area or the Premises.

- 5.08 No Joint Venture. This Agreement shall not be deemed or construed to create or establish any relationship of partnership or joint venture or similar relationship or arrangement between Licensor and Licensee.
- 5.09 Merger. This Agreement embodies the entire understanding between the parties with respect to the subject matter hereof, and all prior agreements, understandings and statements, oral or written, with respect thereto are merged in this Agreement.
- 5.10 Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assignees.
- 5.11 Applicable Law. This Agreement shall be governed by, and construed in accordance with the laws of the State of Connecticut.
- 5.12 Brokers. Each party represents to the other that such party has dealt with no broker in connection with this Agreement or the License Area. Licensor shall indemnify and hold Licensee harmless from and against all loss, cost, liability and expense (including, without limitation, reasonable attorney's fees and disbursements) arising out of any claim for a commission or other compensation by any broker who alleges that it has dealt with Licensor in connection with this Agreement or the License Area. Licensee shall indemnify and hold Licensor harmless from and against all loss, cost, liability and expense (including, without limitation, reasonable attorney's fees and disbursements) arising out of any claim for a commission or other compensation by any broker who alleges that it has dealt with Licensee in connection with this Agreement or the License Area.

IN WITNESS WHEREOF, Licensor and Licensee have executed this Agreement as of the day and year first written above.

LICENSOR

By: _____

Printed Name:

Title:

LICENSEE

WEBSTER BANK, N.A.

By: _____

Printed Name:

Title:

IN WITNESS WHEREOF, the parties have executed this License Agreement as of the date and year first written above.

Licensee: _____

By _____

TITLE

STATE OF CONNECTICUT)

) ss:

COUNTY OF)

On this the ____ day of _____, _____, before me, _____, the undersigned officer, personally appeared Michael L. O'Connor, who acknowledged himself to be the Senior Vice President of Webster Bank, N.A., a national banking association, and that he as such Senior Vice President, being authorized so to do executed the foregoing instrument for the same for the purposes therein contained, by signing the name of the corporation by himself as Senior Vice President.

In witness whereof I hereunto set my hand.

Signature of Notary Public

Notary Public Manual

Date Commission Expires: _____

Licensors: _____.

By _____

TITLE

STATE OF CONNECTICUT)

) ss:

COUNTY OF)

On this the ____ day of _____, _____, before me, _____, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of _____, a _____, and that he/she as such _____, being authorized so to do executed the foregoing instrument for the same for the purposes therein contained, by signing the name of the corporation by himself/herself as _____.

In witness whereof I hereunto set my hand.

Signature of Notary Public

Notary Public Manual

Date Commission Expires: _____

***98-12 Consent Calendar**

Resolution Approving a Lease and Option to Purchase,
Agreement with JRRC Associates for 53 Seaview
Avenue and 85 Seaview Avenue.

**Report
of
Committee
on
Contracts**

Submitted: July 1, 2013

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:

***98-12 Consent Calendar**

A Resolution Approving a Lease and Option to Purchase Agreement for 53 Seaview Avenue and 85 Seaview Avenue

WHEREAS, the City of Bridgeport wishes to increase public access to the waterfront in the East End of the City and to Pleasure Beach; and

WHEREAS, in order to increase public access to the waterfront, the City wishes also to provide a reasonable amount of proximate public parking; and

WHEREAS, the two adjacent rectangular parcels located at 53 Seaview Avenue and at 85 Seaview Avenue, (the "Property") together comprise approximately 114,000 square feet (2.6 acres) of level, vacant, land, ideally situated to provide approximately 80-100 public parking spaces for the various waterfront access points in the City's East End, including the Pleasure Beach Fishing Pier, as well as the anticipated water-taxi service to Pleasure Beach; and

WHEREAS, JRRC Associates, having an office at 514 Grand Street in Bridgeport, is the owner of 53 Seaview Avenue and 85 Seaview Avenue; and

WHEREAS, JRRC wishes to enter into a Lease with Option to Purchase Agreement (the "Agreement") with the City; and

WHEREAS, as a condition of its entering into the Agreement, JRRC proposes to construct the site improvements needed to create the parking lot and to be paid (at competitive rates) by the City for that work; and

WHEREAS, the Office of the City Attorney has prepared and attached to this resolution the Agreement which allows for the City to have a five year lease and an exclusive option to purchase the Property at appraised value; and



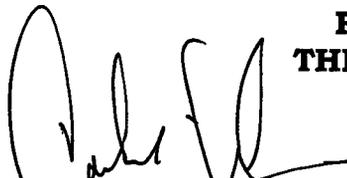
Report of Committee on Contracts Committee
***98-12 Consent Calendar**

WHEREAS, the City's Department of Public Facilities has consulted with the Office of Policy and Management and has determined that sufficient financial resources exist to enter into the proposed Agreement; and

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

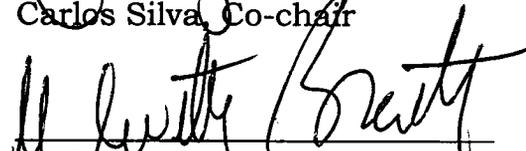
RESOLVED that the attached Agreement, or an amended document substantially consistent with it, is hereby approved; and be it further resolved that the Mayor or the Director of the Office of Planning and Economic Development, or the Director of the Department of Public Facilities or their delegate is authorized to execute all documents and to do any all other things necessary to effectuate this transaction.

**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON CONTRACTS**



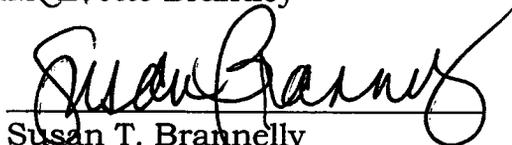
Carlos Silva, Co-chair

Michael J. Marella Jr., Co-chair



M. Evette Brantley

James Holloway



Susan T. Brannelly

Angel M. dePara, Jr.,



Richard Paoletto

(Clean Copy)

LEASE AGREEMENT

THIS AGREEMENT, hereinafter referred to as Lease, dated as of this 1st day of July 2013 between **J R R C Associates**, having an office at 514 Grand Street, Bridgeport, CT ("**Lessor**" or "**JRRC**"), and the **CITY OF BRIDGEPORT**, a municipal body corporate and politic, having an address at 45 Lyon Terrace, Bridgeport, CT 06604 ("**Lessee**" or "**City**").

WHEREAS, JRRC is the owner of premises known as 53 Seaview Avenue, Bridgeport, CT (tax parcel 0663-03) and the owner of premises known as 85 Seaview Avenue, Bridgeport, CT (tax parcel 0663-02) comprising approximately 2.9 acres more or less (the "**Premises**");

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WHEREAS, JRRC is interested in leasing the Premises the City on the terms and conditions set forth herein with an option to extend the term at market rates and an option to purchase the Premises by neutral appraisal process described herein;

WHEREAS, the City wants to use the Premises as a surface parking lot for public parking of cars, light trucks and recreational boat trailers owned by members of the public and as a landscaped area of relaxation for those who want to visit Pleasure Beach by City water taxi or by those who wish to gain access to any of the other waterfront public access points along the East End waterfront generally, including a fishing pier, a public boat ramp, a public access deck at Dolphin's Cove, and a proposed public access deck at 365 Seaview Avenue; and

WHEREAS, the Lessor agrees to make improvements to the Premises at the City's sole cost and expense and the City will maintain the Premises in good condition during the term of this agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is acknowledged, the parties mutually agree as follows:

1. **Use of Premises.**

(a) The Premises may be used as a surface parking lot for public parking of cars, light trucks and recreational boat trailers owned by members of the public and as a landscaped area for relaxation for those who want to visit Pleasure Beach by City water taxi or by those who wish to gain access to any of the other waterfront public access points along the East End waterfront generally, including a fishing pier, a public boat ramp, a public access deck at Dolphin's Cove, and a proposed public access deck at 365 Seaview Avenue ("**Permitted Use**"). Every other use is prohibited, including, but not limited to, overnight parking, vehicle repairs, vehicle storage, commercial vehicle parking, boat parking or storage, trailer parking or storage, etc. Lessee shall not use the Premises for any purpose in violation of any federal, state or municipal statute or ordinance.

2. **Term.** The Premises may be used for the Permitted Use for a period commencing on July 1, 2013 ("**Commencement Date**") and shall extend for a period of five (5) years thereafter (the "**Initial Term**", each 12-month period during the Initial Term being considered a "**Lease Year**")

3. **Rent.** The rent for the first year of the Initial Term shall be the sum of Thirty-Five Thousand Dollars (\$35,000.00) ("**Initial Rent**"), payable monthly in the amount of \$2,916.67 in advance. If the Commencement Date occurs after the 1st day of the month (a "**Partial Month**"), the City will pay a per diem rate of \$95.90 for each day of such Partial Month and shall make each monthly payment of the Initial Rent thereafter in advance. The Rent for each subsequent Lease Year during the Initial Term shall be determined in the following manner:

Year 2: The sum of Lessor's insurance cost, the amount of the current taxes due on the Premises for the Grand List year in effect on July 1 of such Lease Year, plus the sum of Five thousand (\$5,000.00) Dollars ("**Year 2 Rent**");

Year 3: The sum of Lessor's insurance cost, the amount of the current taxes due on the Premises for the Grand List year in effect on July 1 of such Lease Year, plus the sum of Ten thousand (\$10,000.00) Dollars ("**Year 3 Rent**");

Year 4: The sum of Lessor's insurance cost, the amount of the current taxes due on the Premises for the Grand List year in effect on July 1 of such Lease Year, plus the sum of Fifteen thousand (\$15,000.00) Dollars ("**Year 4 Rent**");

Year 5: The sum of Lessor's insurance cost, the amount of the current taxes due on the Premises for the Grand List year in effect on July 1 of such Lease Year, plus the sum of Twenty thousand (\$20,000.00) Dollars ("**Year 5 Rent**");

Initial Rent, Year 2 Rent, Year 3 Rent, Year 4 Rent and Year 5 Rent shall sometimes also be collectively referred to herein as "**Rent**". The Rent shall be payable monthly in advance at the Lessor's office no later than the twenty-fifth (25th) business day of each calendar month for the next monthly payment of Rent coming due. The Lessor's insurance costs shall be invoiced to the City and shall be payable within sixty (60) days after receipt of such invoice.

4. **Right to Purchase.** The Lessee shall have the right to purchase the Premises during the Initial Term in the following manner:

(a) The Lessee shall have the option to purchase ("**Option**") the Premises for appraised value by giving the Lessor thirty (30) days notice, and the purchase price for the Premises shall be determined in the following manner ("**Appraisal Process**"):

(i) Upon the Lessee's exercise of the Option, each party shall commission within thirty (30) days an appraisal from an MAI appraiser licensed to offer appraisal services in the State of Connecticut at its sole cost and expense. The purchase price for the Premises ("**Purchase Price**") shall be the higher of the fair market value found in the two (2) appraisals, provided, however, that if the fair market values found in such appraisals shall differ by more than ten (10) percent from one another, the appraisers shall submit the matter of valuation with copies of the initial appraisals to an independent, neutral appraiser selected by the parties' respective appraisers within thirty (30) days after the initial appraisals are exchanged. The neutral appraiser shall determine in writing the Purchase Price based on the fair market value of the Premises within thirty (30) days after the matter is submitted to the neutral appraiser, and such Purchase Price shall be final and binding. If the Lessee agrees or does not agree to purchase the Premises for the Purchase Price, it shall give written notice to the Lessor within thirty (30) days after the conclusion of the Appraisal Process (the "**Purchase Determination**"). If the Lessee declines to purchase the Premises, it shall specify in the Purchase Determination whether it elects to either (A) continue to occupy the Premises in accordance with this Agreement or (B) terminate the Agreement as of a date certain, in which case this Agreement shall terminate and come to an end and the parties shall have no further obligations to one another except for those obligations specifically stated herein to survive early termination. The parties shall bear their respective costs for commissioning an appraisal and shall each pay fifty percent (50%) of the cost of the neutral appraiser within thirty (30) days of demand; provided, however, that if the City elects the option to purchase but does not agree to pay the Purchase Price, the City will reimburse the Lessor for the cost of the Lessor's appraisal and shall pay the entire cost of the neutral appraiser.

(ii) The closing date for the transfer of title to the Premises shall be within ninety (90) days after the conclusion of the Appraisal Process, subject to the Lessee's review and acceptance of title to the Premises, as set forth below. Lessee shall have the right to conduct inspections and testing of the Premises during the first sixty (60) days of such 90-day period. The Lessee may reject the condition of the Premises and elect not to proceed to close title by giving notice to the Lessor within such 90-day period.

(iii) Transfer of title to the Premises and all the improvements thereon shall be by full covenant Warranty Deed in Connecticut form free and clear of all liens, charges and encumbrances, clouds and defects, and such other permitted encumbrances agreed to by the Lessee, including such other matters

of record, including but not limited to, reservations, limitations, easements and conditions, zoning ordinances, and taxes and assessments, both general and special, which are a lien but not yet due and payable.

(iv) Within fifteen (15) days after giving the Purchase Determination, the Lessee shall order a preliminary title report in the form of a commitment to issue a title policy with instructions to the title agent or title company to simultaneously deliver a copy of the report to the Lessor. Within ten (10) days after Lessee receives the title report, the Lessee shall deliver to Lessor a written notice containing all restrictions, reservations, limitations, easements, liens, and conditions of record (collectively, "**Claimed Title Defects**") disclosed in the title report which are objectionable to Lessee as not being in accordance with the terms and conditions of this Agreement. Upon receipt of such notice, Lessor shall immediately commence action to cure or remove or remove of record such Claimed Title Defects in accordance with the Standards of Title published by the Connecticut Bar Association ("**Standards of Title**"). Nothing shall constitute an encumbrance, lien, objection or other ground for a defect in title for the purposes of this Agreement if the Standards of Title of the Connecticut Bar Association currently in effect recommend that no corrective or curative action is necessary in circumstances substantially similar to those presented by such encumbrance, lien, objection or other ground. No attempt to cure any alleged encumbrance, lien, objection or other ground shall constitute an admission of its validity.

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

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

5. **No Representations.** Lessee acknowledges that Lessor has not made any representations or warranties as to the suitability of the Premises for the Permitted Use.

6. **Maintenance and Repairs; Improvements.**

(a) Lessee during the Term of this Lease the Lessee shall keep the Premises in good order and repair at its own expense including existing necessary repairs and future repairs to fencing, gates, paving, sidewalks, landscaping and other improvements now located or to be constructed on the Premises. If the Lessee refuses or neglects to

make needed repairs within thirty (30) days after written notice from the Lessor, the Lessor is authorized to make reasonable repairs, add the reasonable cost of those repairs to the Rent due under this Lease, or terminate this Agreement, in the Lessor's sole and absolute discretion. The Lessee's obligations for the cost of repairs shall survive the early termination of this Agreement.

(b) The parties understand and agree that the Lessor will make improvements to the Premises to make them suitable for the Permitted Use at the Lessee's sole cost and expense. The Lessee shall engage in a public sealed-bid bidding process for the construction of the City's improvements to the Premises ("**Improvements**"). At the expiration of this Agreement or upon its earlier termination, the Improvements shall become the property of the Lessor.

7. **Current Environmental Condition of the Premises.** The Lessor has disclosed to the Lessee certain environmental condition reports concerning the Premises, which reports are described in **Exhibit 2** attached hereto and made a part hereof. All soils required by the Connecticut General Statutes and applicable federal law to be removed from the Premises were removed in or about 2001 under the direction of a Licensed Environmental Professional, ground water monitoring has been completed, and an Environmental Land Use Restriction ("**ELUR**") has been recorded against the Premises. Pursuant to the ELUR, the Lessee may need to take steps in connection with the construction of the Improvements to manage subsurface soils to ensure that they will remain inaccessible in the event that they are exposed or disturbed.

8. **Indemnification and Insurance.**

(a) Indemnification. The Lessee agrees to defend, indemnify and hold harmless the Lessor, its employees and agents from and against any and all claims, liabilities, obligations, causes of action for damages arising out of the negligence or misconduct of the Lessee, its employees and agents and members of the general public using the Premises, including direct damage to the Lessor's property, costs of every kind and description, and reasonable attorneys' fees arising from work or activities under this agreement and alleging bodily injury, personal injury, property damage regardless of cause, except that the Lessee shall not be responsible or obligated for claims arising out of the sole proximate cause of the Lessor, its employees or agents.

(b) Insurance: The Lessee is self-insured, meaning that the full faith and credit of the City of Bridgeport is available for claims, liabilities and obligations against the Lessee arising out of this agreement. Evidence of the Lessee's self-insurance is set forth in a letter from the Office of the City Attorney attached hereto.

8. **Environmental Indemnification.** [The Capitalized terms used herein are defined at the end of this provision.] The parties hereto agree that they shall each be responsible for the environmental condition of the Premises during the period of their respective ownership or lease thereof, as applicable, the Lessor being responsible for the environmental condition of the Premises prior to the Commencement Date and the Lessee being responsible for the environmental condition of the Premises from the Commencement Date through the date of the expiration or early termination of this Agreement, Each party hereby agrees, unconditionally, absolutely and irrevocably, jointly and severally, if more than one (the "**Indemnifying Party**"), to indemnify, defend and hold harmless the other party (the "**Indemnified Party**") from and against and in respect of

any loss, liability, cost, injury, expense or damage of any and every kind whatsoever (including, without limitation, court costs, attorneys' fees, consultants' fees and experts' fees and expenses, whether or not litigation is commenced) which at any time or from time to time may be claimed, suffered or incurred in connection with any inquiry, charge, claim, cause of action, demand, abatement order or lien made or arising directly or indirectly or in connection with, with respect to, or as a direct or indirect result of the presence on or under, or the Release from the Premises into the Environment of any Hazardous Substances including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under or as a result of the enforcement of the Environmental Laws, whether now known or unknown, including without limitation:

- (i) the removal, encapsulation, containment or other treatment, transport or disposal of Hazardous Substances on the Premises or emanating therefrom;
- (ii) the imposition of a lien against the Premises, including liability resulting from the Indemnifying Party's failure to take prompt steps to remove, and to remove, such lien by payment of the amount owed or by the furnishing of a bond, cash deposit or security in an amount necessary to secure the discharge of such lien or the claim out of which the lien arises;
- (iii) any inquiry, claim or demand, by any person including without limitation, any costs incurred in connection with responding to or complying with such inquiry, claim or demand;

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

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

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

Definitions

(i) "Lessee" means the operator or manager of the Premises or any part thereof and its successors and assigns, officers, directors, partners, employees, agents, representatives, contractors and subcontractors, and including its parent, subsidiary or affiliated corporations; "Lessor" means the owner of the Premises or any part thereof and its successors and assigns, officers, directors, partners, employees, agents, representatives, contractors and subcontractors, and including its parent, subsidiary or affiliated corporations

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

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

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

(v) "Hazardous Substances" means, without limitation, any flammable, explosive, corrosive or ignitable material, characteristic waste, listed waste, radon, radioactive material, asbestos, ureaformaldehyde foam insulation, polychlorinated biphenyls,

petroleum and petroleum-based wastes, methane gas, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials, mixtures or derivatives having the same or similar characteristics and effects, as defined in, listed under, or regulated by various federal, state or local environmental statutes, including, without being limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.) ("CERCLA"), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801 et seq.), the Emergency Planning and Community Right to Know Act, 42 U.S.C. 11001 et seq., as amended, the Resource, Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. Section 1251, et seq.), the Clean Air Act, as amended (42 U.S.C. Section 7401 et seq.), as amended, the Clean Water Act, as amended (33 U.S.C. 1251 et seq.), the Safe Drinking Water Act, as amended (42 U.S.C. 300, et seq.), or as such substances are defined under any similar state laws or regulations, including, without being limited to, the release of substances constituting a "spill" as defined in Connecticut General Statutes Section 22a-452(c).

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

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

9. Miscellaneous

It is agreed that this Lease shall be governed by, construed, and enforced in accordance with the laws of the State of Connecticut.

This agreement constitutes the entire agreement between the parties concerning the Premises. Any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated herein.

Any modification of this Lease or additional obligation assumed by either party in connection with this Lease shall be binding only if evidenced in a writing signed by each party or the duly-authorized representative of each party.

To the extent permissible under each party's respective insurance policies, each party hereby waives all rights of recovery against the other or the other's agents, employees or other representatives, for any loss, damages, or injury of any nature whatsoever to the Premises, property therein or persons for which the other is insured.

All notices, requests, demands or other communications hereunder shall be in writing, and shall be deemed to have been duly given if delivered in person, or within two (2) business days after deposit in the United States Mail, postage prepaid, certified with return receipt requested as follows:

If to Lessor:

J R R C Associates
514 Grand Street
Bridgeport, CT

If to Lessee:

Director
Office of Planning and Economic Development

Margaret E. Morton Government Center
999 Broad Street, 2nd Floor
Bridgeport, CT 06604

With a copy to:

City Attorney
Margaret E. Morton Government Center
999 Broad Street, 2nd Floor
Bridgeport, CT 06604

This Agreement is subject to the approval of the Bridgeport City Council.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
SIGNATURE PAGES FOLLOW.**

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year above written.

LESSOR

J R R C Associates

By: _____

Name:

Title:

Duly-authorized

LESSEE

CITY OF BRIDGEPORT

By: _____

Name:

Title:

Duly-authorized

Schedule A

Description of the Premises

City Attorney Self-Insurance Confirmation Letter

[Date]

[Addressee]

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

Dear _____:

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

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

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

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

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

Very truly yours,

Mark T. Anastasi, City Attorney

Exhibit 2

Environmental Reports Disclosed by the Lessor

Phase I Environmental Site Assessment and Phase II Investigation, Seaview Avenue Site prepared for JRRC Associates Dated September 20, 2000 by BL Companies, Meriden, CT

Supplemental Phase II Site Investigation for 53 and 85 Seaview Avenue prepared for Riverstone, a potential purchaser, dated May 4, 2001 by BL Companies, Meriden, CT

Phase III Soil and Ground Water Investigation for 53 and 85 Seaview Avenue prepared for BRRC dated June 27, 2001 by BL Companies

Letter dated January 8, 2002 from BL Companies to Riverstone Confirming that environmental remediation requiring soil removal Was remediated as required by the Connecticut General Statutes

110-12

Waiver of Restrictive Covenant with Cambridge Manor.

**Report
of
Committee
on
Contracts**

Submitted: July 1, 2013 (OFF THE FLOOR)

Adopted: _____

Fleeta G. 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:

110-12

RESOLVED, That the attached waiver of restrictive covenant with Cambridge Manor, be and it hereby is, in all respects, approved, ratified and confirmed.

**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON CONTRACTS**

Carlos Silva, Co-chair

Michael J. Marella Jr., Co-chair

M. Evette Brantley

James Holloway

Susan T. Brammely

Angel M. dePara, Jr.,

Richard Paoletto

WAIVER OF RESTRICTIVE COVENANT

WHEREAS, the undersigned is an owner of property adjoining the premises referred in a certain Restrictive covenant dated August 19, 1987 and recorded in Volume 817 at Page 811 of the Fairfield Land records ("Restrictive Covenant"); and

WHEREAS, the Restrictive Covenant provides that the Owner of said premises may not increase the dimensions of the building referred to therein for a term of thirty (30) years from August 19, 1987; and

WHEREAS, the said Owner desires to construct a small addition to said building as described on the site plan attached hereto and made a part hereof; and

WHEREAS, the said Owner has requested that the undersigned waive the provisions of the Restrictive Covenant for the purpose of the small addition set forth on the attached site plan only.

NOW, THEREFORE, in consideration of One (\$1.00) Dollar and other valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby consent to the construction as proposed on the attached site plan and wave their rights to object to same by virtue of the provisions of the Restrictive Covenant.

IN WITNESS WHEREOF, _____,
_____ of the City of Bridgeport, duly authorized has hereunto set his hand and seal as of this day of February, 2013.

Signed sealed and delivered in
the presence of:

CITY OF BRIDGEPORT

BY: _____

NO. 617 1st 611

RESTRICTIVE COVENANT

WHEREAS, the undersigned, Fairfield One - Oxford Limited Partnership, is owner ("Owner") of certain premises known as 242nd Easton Turnpike, Fairfield, Connecticut as more specifically described on Schedule A attached hereto and made a part hereof, ("Premises") - and

WHEREAS, Owner intends to construct a building on the Premises 35 feet in height, with the building envelope to be a rectangle of approximately 195 feet x 350 feet.

NOW, THEREFORE, in consideration of \$1.00 and other valuable considerations, the Owner covenants for itself, its successors and assigns, that for a period of thirty (30) years from the date hereof it will not increase the height or enlarge the dimensions of the building or any building constructed on the property, except if required to do so by (or to conform with) state, local or federal rules, regulations, laws or requirements. This covenant shall run with the land, and shall bind the Owner and its successors and assigns.

The Owner agrees, for itself and its successors and assigns, that this Restrictive Covenant is and shall be enforceable by the owners of property adjoining the Premises and their heirs and assigns, for the term hereof.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 19th day of August, 1987.

[Signature]

Fairfield One -
Oxford Limited Partnership
Oxford Equities Corporation

Margaret M Conway

BY: [Signature]
Donald M. Boardman, Executive V.P.

STATE OF Maryland)
) ss:
COUNTY OF Montgomery)

The foregoing instrument was acknowledged before me this 19th day of August, 1987.

Susan Urllard

RECEIVED FOR RECORD
AUG 20 1987 AT 3:21 P.M.

ATTEST: Cedyn L Hillen
TOWN CLERK



REAFFIRMATION OF RESTRICTIVE COVENANT

WHEREAS, the undersigned, is Owner ("Owner") of certain premises known as 2428 Easton Turnpike, Fairfield, CT ("premises"); and

WHEREAS, a certain Restrictive Covenant dated August 19, 1987 and recoded in Volume 817 at Page 811 of the Fairfield Land Records was executed by the Owner ("Restrictive Covenant") (said document being attached hereto as Schedule A), and

WHEREAS, the owners of property adjoining the Premises referred to in said Restrictive Covenant and benefiting from the terms thereof have executed certain Waivers of Restrictive of Covenant duly recorded immediately prior to this document.

NOW THEREFORE, in consideration of the sum of One Dollar and other good and valuable consideration, the Owner of the premises hereby reaffirms all the terms and conditions of the Restrictive Covenant of August 19, 1987 subject only to its right in accordance with the Waivers of Restrictive Covenant to construct the addition to said building as proposed and shown on the site plan attached to the Waivers recorded herewith.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this day of November, 2012.

Signed sealed and delivered in
the presence of:

CAMBRIDGE MANOR REALTY, LLC

BY: _____



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:

***69-12 Consent Calendar**

RESOLUTION OF THE BRIDGEPORT CITY COUNCIL REGARDING THE DISCONTINUANCE OF A PORTION OF SCHOOL STREET AS A PART OF THE BLACK ROCK ELEMENTARY SCHOOL EXPANSION PROJECT

WHEREAS, the City of Bridgeport's School Building Committee ("SBC") has identified the Black Rock Elementary School as an educational facility in need of significant expansion and improvement; and

WHEREAS, this school project will involve the acquisition of five (5) parcels of land along School Street and a portion of a city-owned municipal parking lot in order to construct a cul-de-sac at the end of the proposed street discontinuance and enhance the school's outdoor recreational facilities; and

WHEREAS, the street discontinuance running westerly from the western street line of Brewster Street to a point approx. 210 feet along the existing School St. (see attached map) to where the installation of a cul-de-sac will facilitate the safe movement of school buses and parent drop-offs vehicles accessing this school site; and

WHEREAS, the Bridgeport Redevelopment Agency ("BRA"), as the owners of the municipal parking lot at 2909 Fairfield Avenue, that has street frontage along the portion of School Street proposed for discontinuance, has agreed to waive their rights to any part of this public right-of-way at their Agency meeting on May 8, 2013; and

WHEREAS, the Bridgeport Planning & Zoning Commission ("P&ZC") rendered a "favorable" CGS Sec. 8-24 report on this proposed street discontinuance at their May 28, 2013 meeting; and

WHEREAS, the acreage of the proposed street discontinuance must be within the school project's boundaries in order for these roadway improvements to be eligible to be funded under the City and State funding formulas; and

WHEREAS, the Black Rock School is being expanded from its current K – 6 to a Pre K – 8 curriculum which will increase its student population to approximately 500 students; and



Report of Committee on Public Safety and Transportation
***69-12 CONSENT CALENDAR**

-2-

WHEREAS, this overall school expansion project is in the best interests of the City of Bridgeport.

NOW, THEREFORE, BE IT RESOLVED by the Bridgeport City Council hereby approves the discontinuance of a portion of School Street as described above and dedicates this former right-of-way to the City of Bridgeport and the Bridgeport Board of Education for the installation of the School Street cul-de-sac and enhanced recreational facilities in support of the proposed expansion of the Black Rock Elementary School Project.

BE IT FURTHER RESOLVED that the Bridgeport City Council hereby authorizes the Special Committee to review the proposed street discontinuance mapping for its compliance with any and all City requirements and report back to the Council that all documentation and actions necessary to implement the intent of this resolution have been met.

Respectfully submitted,
**THE COMMITTEE ON PUBLIC SAFETY
AND
TRANSPORTATION**

Michelle A. Lyons, Co-Chair

Richard Bonney, Co-Chair

Steven J. Stafstrom, Jr.

Angel M. dePara, Jr.

Andre F. Baker, Jr.

John W. Olson

Richard M. Paoletto, Jr.

***77-12 Consent Calendar**

Rescinding of City Council Resolution #26-05, Authorization to Sell Five (5) City-owned Parcels to the Junior League of Eastern Fairfield County for the purpose of construction a Day Care Facility on City Block #406 in the South End.

**Report
of
Committee
on
ECB & Environment**

Submitted: July 1, 2013

Adopted: *Fleeta E. Hudson*

Attest: _____
City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport:

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

***77-12 Consent Calendar**

**RESOLUTION OF THE BRIDGEPORT CITY COUNCIL
RESCINDING RESOLUTION #26-05
REGARDING THE BUILDING OF A
DAY CARE FACILITY IN THE SOUTH END
BY THE
JUNIOR LEAGUE OF EASTERN FAIRFIELD COUNTY**

WHEREAS, the Junior League of Eastern Fairfield County ("JLEFC") had proposed a joint venture with the Coastal Connecticut YMCA ("CCYMCA"), to build and operate a day care facility in the South End of the city of Bridgeport on City Block #406 during 2005-06; and

WHEREAS, the Bridgeport City Council adopted Resolution #26-05 on April 3, 2006 that authorized the sale of five (5) vacant city-owned parcels at: 582-96 Gregory Street (406-06A), 576 Gregory Street (406-9), 189 Walnut Street (406-10), 123-25 Ridge Avenue (406-11A); and 139 Ridge Avenue (406-13A) for a lump sum of \$1,000.00 after a public Bid #PEB0552 in which the JLEFC was the only bidder; and

WHEREAS, despite the JLEFC's best efforts to raise the necessary funding to construct and operate this facility, it was unable to secure sufficient funds to continue with this project; and

WHEREAS, in a letter dated May 7, 2013 from Attorney James Hogan Love, legal counsel for the JLEFC, this group informed the City of Bridgeport that it was no longer pursuing this day care project on Block #406; and

WHEREAS, the City Council Resolution #26-05 remains in effect at this time;
and

NOW, THEREFORE, BE IT RESOLVED by the Bridgeport City Council that Resolution #26-05 granting the Junior League of Eastern Fairfield County acquisition rights to the five (5) parcels of city-owned land described above is hereby rescinded; and



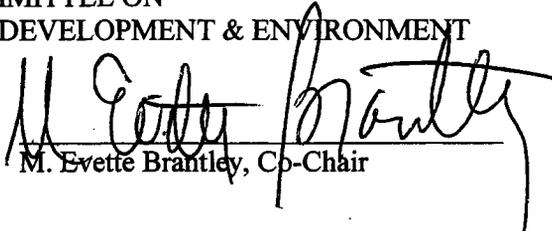
Report of Committee on ECD and Environment
*77-12 Consent Calendar

-2-

BE IT FURTHER RESOLVED that the Office of Planning & Economic Development (“OPED”) is further authorized to market for sale these parcels except for the acreage dedicated to the Kaboom Playground. This playground shall remain where it is or must be relocated to another nearby suitable site should a redevelopment project for this site warrant it.

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

Lydia N. Martinez, Co-Chair



M. Evette Brantley, Co-Chair

Warren Blunt

Steven J. Stafstrom, Jr.

Michelle A. Lyons



Jack O. Banta

Michael J. Marella, Jr.

Council Date: July 1, 2013

JAMES HOGAN LOVE
ATTORNEY AT LAW
79 SOUTH BENSON ROAD
FAIRFIELD, CONNECTICUT 06824
(203) 254-2022

MAILING, ADDRESS
P.O. BOX 1151
SOUTHPORT, CT 06890

TELECOPIER
(203) 259-8062
jameslove@snet.net

May 7, 2013

Mr. Michael P. Nidoh
Director of Planning
Office of Planning & Economic Development
Department of City Planning
Margaret E. Morton Governmental Center
999 Broad Street-2nd Floor
Bridgeport, CT 06604

RE: The Bridgeport Childcare Project/City Block #406
Resolution #26-05/Junior League of Eastern Fairfield County

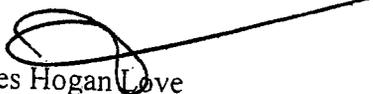
Dear Mr. Nidoh:

As legal counsel for the Junior League of Eastern Fairfield County (JLEFC), this letter is to inform you that the JLEFC is no longer pursuing the daycare project for City Block #406, as described in City Council of the City of Bridgeport Resolution #26-05 adopted on April 3, 2006 and dated April 10, 2006. This communication to you is based on a JLEFC Resolution approving the cancellation of this JLEFC project.

As we discussed, you will now seek the City Council's approval to cancel out their Resolution #26-05.

Should you need anything in addition to this letter, please let me know at your earliest convenience. My understanding is that you may be able to bring this before the City Council at its next meeting.

Respectfully submitted,

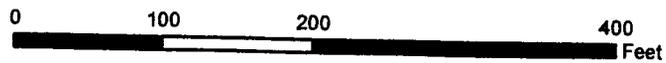

James Hogan Love

JHL/bl

cc: JLEFC



City of Bridgeport, Connecticut
Geographic Information System



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



**CITY OF BRIDGEPORT
OFFICE OF THE CITY CLERK
LEGISLATIVE DEPARTMENT**

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

FLEETA C. HUDSON
City Clerk

ANN L. MURRAY
Assistant City Clerk

April 10, 2006

Mr. Michael P. Nidoh, Director of Planning
Office of Planning and Economic Development
City of Bridgeport, Connecticut

Dear Mr. Nidoh:

The City Council of the City of Bridgeport on April 3, 2006 adopted the following resolution #26-05:

WHEREAS, the City of Bridgeport desires to dispose of five (5) long vacant parcels of land on city block #406 also know as 582-96 Gregory Street (406/06A); 576 Gregory Street (406/09); 189 Walnut Street (406/10); 123-25 Ridge Avenue (406/11A); and 139 Ridge Avenue (406/13/A); and

WHEREAS, the City, acting through its Office of Planning & Economic Development (OPED), publicly solicited interest in acquiring these parcels via a Request For Qualifications (RFQ) process in January 2005 under Bid #PEB0552 that result in the City receiving only one (1) proposal; and

WHEREAS, the Junior League of Eastern Fairfield County (JLEFC) submitted their proposal to acquire the property for \$1,000 and construct an estimated \$1,775,000 day care facility capable of accommodating approx. 108 children while employing approx. 20 full and part-time persons; and

WHEREAS, the JLEFC has provided information on their proposed funding sources and development timeline that are deemed to be reasonable and acceptable to the City of Bridgeport; and

WHEREAS, these five parcels are located in a 100-year flood plain and have had various redevelopment proposals submitted to the City only to have these developers eventually seek other locations that were less restrictive; and

WHEREAS, these site limitations limit the marketability of the location; and

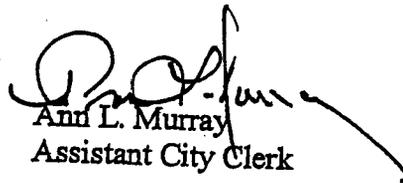
Michael P. Nidoh,
Director of Planning
April 10, 2006
Re; Sale of Block 406
Page 2

WHEREAS, the JLEFC'S proposal for a day care facility will provide a much-needed service to the residents of the South End neighborhood who are supportive of this re-use of these long vacant parcels; and Now Therefore, be it

RESOLVED, that the Bridgeport City Council hereby authorizes the Mayor or his designee—the director of the Office of Planning & Economic Development to sell the five (5) parcels of vacant land known as 582-96 Gregory Street (406/06A); 576 Gregory Street (406/09); 189 Walnut Street (406/10); 123-25 Ridge Avenue (406/11A); and 139 Ridge Avenue (406/13A) to the Junior League of Eastern Fairfield County or Connecticut Coast YMCA for the sum total of \$1,000 for the purpose of constructing an estimated \$1,775,000 day care facility to house approx. 108 children and 20 staff members, and be it further

RESOLVED, that should the Junior League of Eastern Fairfield County fail, for any reason, to obtain a Certificate of Occupancy (CO) within 42 months of the transfer of real estate title for the proposed project, the property will revert back to the City of Bridgeport at no cost to the City.

Attest:


Ann L. Murray
Assistant City Clerk

ALM: pa

Cc: John M. Fabrizi, Mayor
Michael Feeney, CAO
Tara Liskov JLEFC
N. Hadley, Director/OPED

***83-12 Consent Calendar**

Resolution Authorizing the Acquisition of 1216
Stratford Avenue.

**Report
of
Committee
on
ECB & Environment**

Submitted: July 1, 2013

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

***83-12 Consent Calendar**

A Resolution by the Bridgeport City Council Authorizing the Acquisition of 1216 Stratford Avenue

Whereas, the approximately 30,000 square-foot parcel at 1216 Stratford Avenue is in private foreclosure as defined by the Neighborhood Stabilization Program (NSP-3); and

Whereas, the City's NSP-3 Program is focused on the strategic acquisition and redevelopment of foreclosed properties in this East End Target Area, commonly known as the Civic Block (the area bounded by Stratford Avenue, Central Avenue, Revere Street, Newfield Avenue); and

Whereas, the City, proposes to acquire this property at 99% of appraised fair market value using NSP funds; and

Whereas, this property is immediately adjacent to a City owned property at 1206 Stratford Avenue, such that it will add to the City's efforts at assembling property within the Civic Block; and

Whereas, the City intends to see this property become part of a development that will provide for such potential uses as a new neighborhood library, new neighborhood retail and new, affordable housing consistent with NSP-3 guidelines and consistent with the City's plans to redevelop Stratford Avenue as a vibrant mixed use corridor; and

Whereas, the redevelopment of the Civic Block shall complement the redevelopment of the adjacent Dunbar school; and

Whereas, the City believes that the City's exposure to environmental liabilities and responsibilities can be addressed and managed as the City seeks to redevelop the property; and



Report of Committee on ECD and Environment
***83-12 Consent Calendar**

-2-

Whereas, the City sees the acceptance of any remediation responsibilities as warranted given the public interest in improving this vital stretch of Stratford Avenue; Now, therefore be it

Resolved, that the Mayor and/or the Director of the Office of Planning and Economic Development, or their respective designees, are hereby authorized to purchase or acquire the property at 1216 Stratford Avenue, consistent with this resolution, and to take all necessary action and do any and all necessary and appropriate things in furtherance of the objectives of this acquisition in a manner consistent with this resolution.

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

Lydia N. Martinez Co-Chair

M. Evette Brantley Co-Chair

Warren Blunt

Steven J. Stafstrom, Jr.

Michelle A. Lyons

Jack O. Banta

Michael J. Marella, Jr.

***84-12 Consent Calendar**

Resolution Authorizing the Accepting the Donation of
1196 Stratford Avenue.

**Report
of
Committee
on
CEA & Environment**

Submitted: July 1, 2013

Adopted: _____

Fleeta E. Hudson

Attest: _____

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport:

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

***84-12 Consent Calendar**

A Resolution by the Bridgeport City Council Accepting the Donation of 1196 Stratford Avenue

Whereas, Bank of America ("BOA") owns the approximately 24,000 square foot (1/2 acre) property known as 1196 Stratford Avenue and has offered to donate the property to Bridgeport in support of the City's efforts to redevelop the Civic Block (the area bounded by Stratford Avenue, Central Avenue, Revere Street, Newfield Avenue) in the heart of the City's East End; and

Whereas, this property is immediately adjacent to a City owned property at 1206 Stratford Avenue, such that it will add to the City's efforts at assembling property within the Civic Block; and

Whereas, the City intends to see this property become part of a development that will provide for such potential uses as a new neighborhood library, new neighborhood retail and new housing consistent with the City's plans to redevelop Stratford Avenue as a vibrant mixed use corridor; and

Whereas, the redevelopment of the Civic Block shall complement the redevelopment of the adjacent Dunbar school; and

Whereas, BOA has conducted significant environmental investigations and remediation activities on the property and has shared that information with the City's Environmental Consultants, AECOM, such that the City believes it has sufficient information to reach general conclusions about the likely environmental issues and costs to be encountered at 1196 Stratford Avenue; and

Whereas, the City believes that the City's exposure to environmental liabilities and responsibilities can be addressed and managed as the City seeks to redevelop the property; and



Report of Committee on ECD and Environment
***84-12 Consent Calendar**

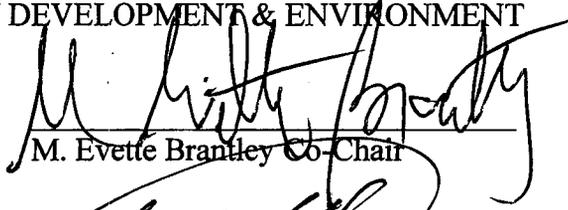
-2-

Whereas, the City sees the acceptance of any remediation responsibilities as warranted given the public interest in improving this vital stretch of Stratford Avenue; Now, therefore be it

Resolved, that the Mayor and/or the Director of the Office of Planning and Economic Development, or their respective designees, are hereby authorized to enter into a contract of donation for the property at 1196 Stratford Avenue, consistent with this resolution, and to take all necessary action and do any and all necessary and appropriate things in furtherance of the objectives of this donation in a manner consistent with this resolution.

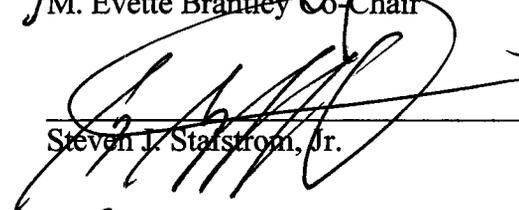
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT

Lydia N. Martinez Co-Chair



M. Evette Brantley Co-Chair

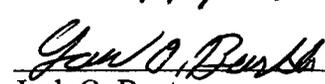
Warren Blunt



Steven J. Stafstrom, Jr.



Michelle A. Lyons



Jack O. Banta

Michael J. Marella, Jr.

***85-12 Consent Calendar (PHO)**

Public Hearing Ordered for August 5, 2013: re Disposition of City-Owned Properties to Housing Authority.

**Report
of
Committee
on
CD & Environment**

Submitted: July 1, 2013

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

***85-12 Consent Calendar (PHO)**

BE IT RESOLVED, That a Public Hearing be held before the City Council on Monday evening, August 5, 2013 beginning at 7:00 p.m. in the City Council Chambers, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut, relative to the Disposition of City Owned Properties to Housing Authority:

NUMBER	ADDRESS	HOUSE TYPE	Block/Lot
119	Andover Street	Lot	308-28
145	Andover Street	Lot	308-36
67	Ridge Avenue	Lot	405-24
75	Ridge Avenue	Lot	405-25
91	Ridge Avenue	Lot	405-27
131	Columbia Street	Lot	405-19
95	Ridge Avenue	Lot	405-28
99	Ridge Avenue	Lot	405-29
119	Johnson Street	Lot	403-01
94	Albion Street	Commercial	308-7
112	Madison Avenue	Lot	1043-5
118	Madison Avenue	Commercial	1043-4



Report of Committee on ECD and Environment
*85-12 Consent Calendar (PHO)

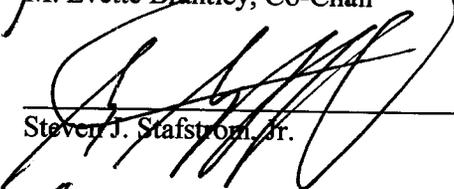
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT

Lydia N. Martinez, Co-Chair



M. Evette Brantley, Co-Chair

Warren Blunt



Steven J. Stafstrom, Jr.



Michelle A. Lyons



Jack O. Banta

Michael J. Marella, Jr.

Council Date: July 1, 2013

***92-12 Consent Calendar**

Grant Submission: re State Department of Education
for a 2013-2014 YSB Enhancement Grant.

**Report
of
Committee
on
ECB & Environment**

Submitted: July 1, 2013

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

***92-12 Consent-Calendar**

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

WHEREAS, this funding has been made possible through a grant for YSB Enhancement; and

WHEREAS, funds under this grant will be used to provide a pregnancy prevention program for Bridgeport students, grades 6th – 12th; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Department of Health and Social Services, submit an application to the State of Connecticut Department of Education in the amount of \$10,000 for the purpose of supporting a pregnancy prevention program for Bridgeport youth; Now, therefore be it

Resolved by the City Council:

1. That it is cognizant of the City's grant application and contract with the State of Connecticut Department of Education for the purpose of providing a pregnancy prevention program for Bridgeport students; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the State Department of Education for a YSB Enhancement Grant to support a pregnancy prevention program and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.

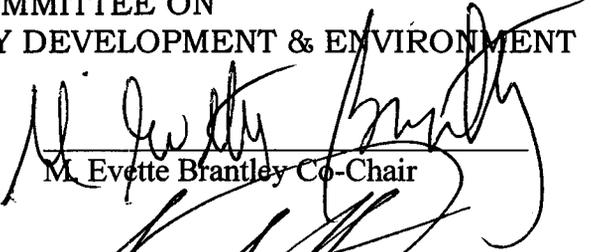


Report of Committee on ECD and Environment
***92-12 Consent Calendar**

-2-

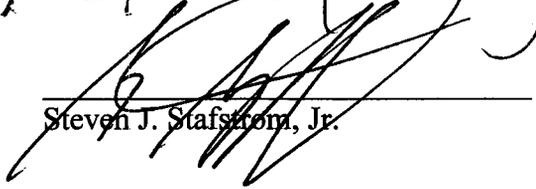
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT

Lydia N. Martinez Co-Chair



M. Evette Brantley Co-Chair

Warren Blunt



Steven J. Stafstrom, Jr.



Michelle A. Lyons



Jack O. Banta

Michael J. Marella, Jr.

***93-12 Consent Calendar**

Grant Submission: re State Department of Education,
for a 2013-2015 Youth Service Bureau Grant.

**Report
of
Committee
on
ECD & Environment**

Submitted: July 1, 2013

Adopted: _____

Fleeta E Hudson

Attest: _____

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport:

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

***93-12 Consent Calendar**

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

WHEREAS, this funding has been made possible through a grant for Youth Service Bureau; and

WHEREAS, funds under this grant will be used to fund administrative staff and direct service programs; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Department of Health and Social Services, submit an application to the State of Connecticut Department of Education in the amount of \$143,507 for the purpose of funding administrative staff and direct service programs; Now, therefore be it

Resolved by the City Council:

1. That it is cognizant of the City's grant application and contract with the State of Connecticut Department of Education for the purpose of funding administrative staff and direct service programs; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the State Department of Education for a Youth Service Bureau Grant and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.

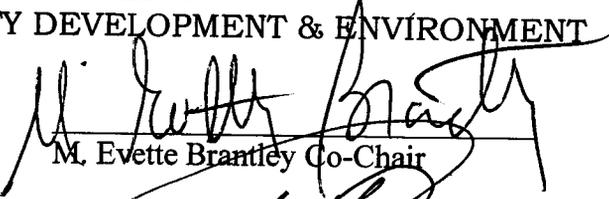


Report of Committee on ECD and Environment
***93-12 Consent Calendar**

-2-

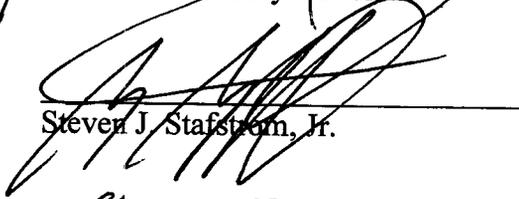
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT

Lydia N. Martinez Co-Chair

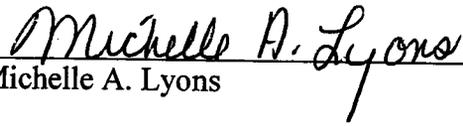


M. Evette Brantley Co-Chair

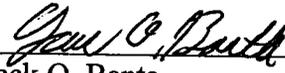
Warren Blunt



Steven J. Stafstrom, Jr.



Michelle A. Lyons



Jack O. Banta

Michael J. Marella, Jr.

***94-12 Consent Calendar**

Grant Submission: re FY2012-2013 Medical Reserve
Corps Capacity Building Award (CBA) Competitive
Award.

**Report
of
Committee
on
ECB & Environment**

Submitted: July 1, 2013

Adopted: _____

Fleeta G Hudson

Attest: _____

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

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

***94-12 Consent Calendar**

A Resolution by the Bridgeport City Council Regarding the FY 2012-2013 Medical Reserve Corps Capacity Building Award

WHEREAS, the National Association of County and City Health Officials (NACCHO) is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through a grant for the Medical Reserve Corps Capacity Building Award; and

WHEREAS, funds under this grant will be used to create a Junior Medical Reserve Corps consisting of students from all three Bridgeport high schools; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, submit an application to the National Association of County and City Health Officials in the amount of \$4,000 for the purpose of recruiting students who will be able to assist in volunteering efforts; Now, therefore be it

RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application to and contract with the National Association of County and City Health Officials for the purpose of providing the Medical Reserve Corps Capacity Building Award; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the National Association of City and County Health Officials and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.

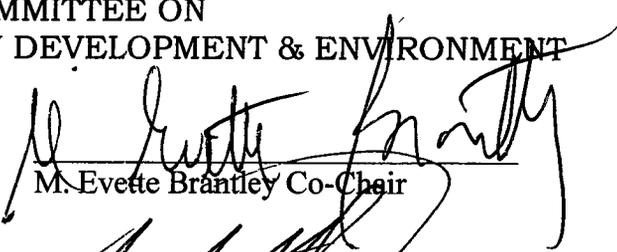


Report of Committee on ECD and Environment
***94-12 Consent Calendar**

-2-

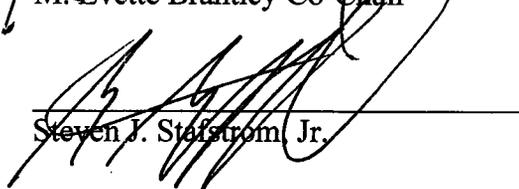
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT

Lydia N. Martinez Co-Chair

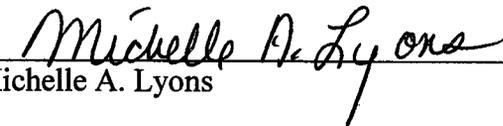


M. Evette Brantley Co-Chair

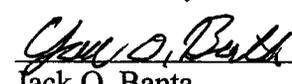
Warren Blunt



Steven J. Stafstrom, Jr.



Michelle A. Lyons



Jack O. Banta

Michael J. Marella, Jr.

***65-12 Consent Calendar**

Settlement of Pending Litigation with Wilmer
Carde.

**Report
of
Committee
on
Miscellaneous Matters**

Submitted: July 1, 2013

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 Miscellaneous Matters begs leave to report; and recommends for adoption the following resolution:

***65-12 Consent Calendar**

WHEREAS, a lawsuit in the following name was filed against the City of Bridgeport and/or its employees and investigation disclosed the likelihood on the part of the City for which, in the event of suit and trial, the City might be held liable, and

WHEREAS, negotiations with the Plaintiff's attorney has made it possible to settle this suit for the figure set forth below, and the City Attorney, therefore, recommends the following settlement be accepted, Now, Therefore be it

RESOLVED, That the Comptroller be, and hereby is authorized, empowered and directed to draw his order on the City Treasurer payable as follows:

<u>NAME</u>	<u>ATTORNEY</u>	<u>NATURE of CLAIM</u>	<u>SETTLEMENT</u>
Wilmer Carde	Juliet Nolta Esquire	Cervical Spine Injury	\$75,000.00

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



Report of Committee on Miscellaneous Matters
*65-12 Consent Calendar

-2-

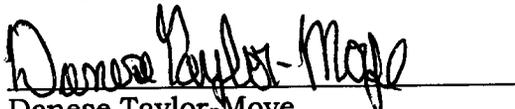
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON MISCELLANEOUS MATTERS



Amy Marie Vizzot-Raniccia, Co-Chair



Manuel Ayala, Co-Chair



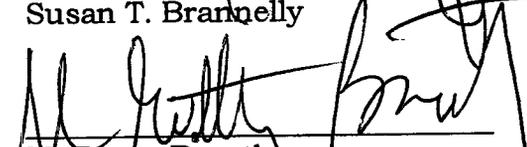
Denese Taylor-Moye



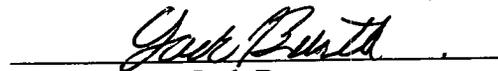
Susan T. Brannelly



Andre Baker



M. Evette Brantley



Jack Banta

***87-12 Consent Calendar**

Appointment of Carrie Picardi (D) to the Harbor
Commission.

**Report
of
Committee
on**

Miscellaneous Matters

Submitted: July 1, 2013

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

***87-12 Consent Calendar**

RESOLVED, That the following named individual be, and hereby is, Appointed to the Harbor Commission in the City of Bridgeport and that said appointment, be and hereby is, approved, ratified and confirmed.

NAME

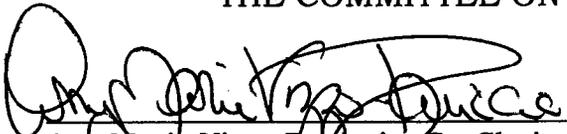
TERM EXPIRES

Carrie Picardi (D)
333 Grovers Avenue
Bridgeport, CT 06605

September 30, 2016

*This will replace the seat held by Jack Banta.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON MISCELLANEOUS MATTERS



Amy Marie Vizzo-Patruccia, Co-Chair

Manuel Ayala, Co-Chair



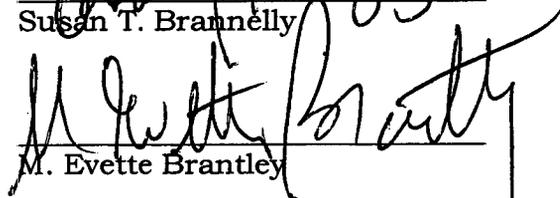
Denese Taylor Moyer



Susan T. Brannelly



Andre Baker



M. Evette Brantley



Jack Banta

88-12

Appointment of Bruce Williams (D) to the Energy-
Improvement District.

**Report
of
Committee
on
Miscellaneous Matters**

Submitted: July 1, 2013

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

88-12

RESOLVED, That the following named individual be, and hereby is, Appointed to the Energy Improvement District in the City of Bridgeport and that said appointment, be and hereby is, approved, ratified and confirmed.

NAME

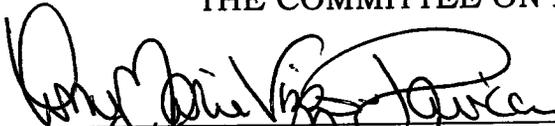
TERM EXPIRES

Bruce Williams (D)
2 Seabright Avenue
Bridgeport, CT 06605

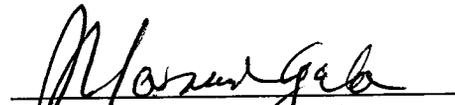
December 30, 2017

*This will replace the seat held by Carl Horton.

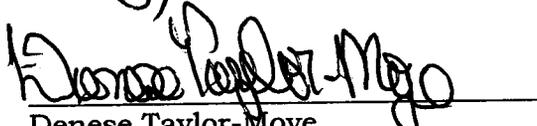
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON MISCELLANEOUS MATTERS



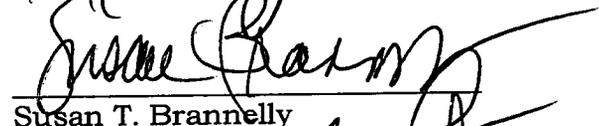
Amy Marie Vizzo-Pariccia, Co-Chair



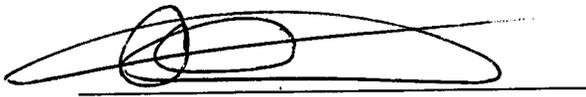
Manuel Ayala, Co-Chair



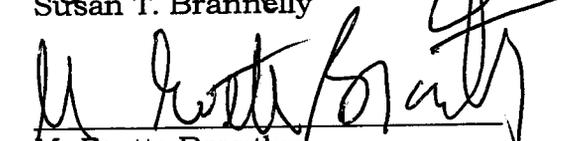
Denese Taylor-Moye



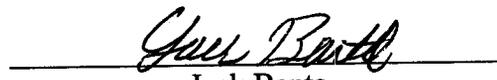
Susan T. Brannelly



Andre Baker



M. Evette Brantley



Jack Banta

***96-12 Consent Calendar**

Approval of Revenue Bonds – Jewish Home Project,
Series 2013.

**Report
of
Committee
on**

Budget & Appropriations

Submitted: July 1, 2013

Adopted: _____

Attest: _____

Fleeta E. Hudson
City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport:

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

***96-12 Consent Calendar**

APPROVAL OF REVENUE BONDS (Jewish Home Project) Series 2013

WHEREAS, the City of Bridgeport (the "City") is authorized under the laws of the State of Connecticut, pursuant to the authority vested by the Connecticut City and Town Development Act, Chapter 114, Section 7-480 et. seq. of the Connecticut General Statutes (the "Act"), to assist in the amelioration of the deterioration of the City by preserving and expanding employment opportunities and the tax base by undertaking or assisting in the financing, development or construction of housing, industrial, commercial, parking, retail, office, hotel, warehouse, recreational or transportation facilities or any combination thereof and any service facilities related thereto or supportive thereof, so as to increase the attractiveness of the City to persons of all income levels; and

WHEREAS, Sections 7-483, 7-488 and 7-491 of the Act authorize the City to issue its bonds or notes or other obligations, in such principal amounts as the City shall determine necessary to provide sufficient funds for achieving the purposes of the Act, including the making of mortgage loans or other loans or advances to any organization, including nonprofit corporations or business corporations, in furtherance of the purposes of the Act; and

WHEREAS, the City has been requested by The Jewish Home For The Elderly Of Fairfield County, Incorporated, a nonprofit entity formed as a nonstock corporation under the laws of the State of Connecticut (the "Borrower") to issue revenue bonds, pursuant to the Act, in an amount not to exceed the sum of \$72,000,000, and to lend the proceeds of such sale to the Borrower, all in connection with the Borrower's proposed plan to acquire land and design and construct a new 350,000 square foot five story skilled nursing and assisted living facility (including furniture, fixtures and equipment) to be located at 4200 Park Avenue, Bridgeport, Connecticut and costing approximately \$90,000,000 (the "Project"); and

WHEREAS, the remaining costs of the Project are expected to be funded by equity of the Borrower; and

WHEREAS, the Borrower has submitted to the City an executed commitment letter from People's United Bank (the "Bond Purchaser"), dated April 25, 2013, describing the proposed terms and conditions of the proposed transaction; and



Report of Committee on Budget and Appropriations
*96-12 Consent Calendar

-2-

WHEREAS, the City has determined that such proposal by the Bond Purchaser and the Borrower and the intended use of the bond proceeds (i) is in the public interest, in that the Project, as completed, will provide new and expanded living and healthcare options within the City, and (ii) will advance the carrying out of the purposes of the Act by increasing employment opportunities and providing for the development of the Project; and

WHEREAS, the City has also determined that similar loans (i.e., tax-exempt bonds) intended for such purposes as presented by the Borrower are not, nor would be, available to the Borrower from private lenders upon reasonably equivalent terms and conditions; and

WHEREAS, in order to finance the Project, the City intends to issue its Revenue Bonds (Jewish Home Project) Series 2013 (the "Bonds") in the maximum principal amount of \$72,000,000, and intends to secure the Bonds with an Indenture of Trust to be entered into between the City and a designated trustee (the "Indenture"); and

WHEREAS, in furtherance of its intent, the City proposes to make a loan to the Borrower from the proceeds of the Bonds, the purpose of which shall be to provide funds for the land acquisition, design and construction relating to the Project (collectively, the "Loan") pursuant to the terms and conditions of a Loan Agreement to be entered into between the City and the Borrower (the "Loan Agreement"); and

WHEREAS, the proceeds of the Bonds and the Loan shall also be expended to finance (i) the payment of certain costs of issuance of such Bonds; (ii) the funding of certain reserve funds which may be required and established pursuant to any Indenture; and (iii) the funding of capitalized interest for the Bonds during the construction of the Project; and

WHEREAS, the Loan to the Borrower shall be evidenced by a Promissory Note in the maximum amount of \$72,000,000 (the "Note"), which Note shall be secured by: (i) a Mortgage and Security Agreement from the Borrower to the City (the "Mortgage"); (ii) a Collateral Assignment of Leases and Rents from the Borrower to the City on the personal and real property of the Project (the "Collateral Assignment"); (iii) a security interest in all assets and revenues of the Borrower from any source, including the Project; and (iv) an assignment of all contract rights and general intangibles of the Borrower with respect to the Project; and

WHEREAS, the Borrower will be obligated to maintain the tax-exempt status of the Bonds pursuant to a Tax Regulatory Agreement to be entered into between the City and the Borrower (the "Tax Regulatory Agreement") and certain provisions of the Loan Agreement; and

WHEREAS, the Note, the Loan Agreement, the Mortgage and the Collateral Assignment shall hereinafter collectively be referred to as the "Loan Documents".



Report of Committee on Budget and Appropriations
*96-12 Consent Calendar

-3-

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The City hereby determines that the financing of the Project, as herein described, complies with the Act and furthers the purposes of the Act.

Section 2. Having received the recommendation of the Mayor of the City with respect to the action authorized herein and to accomplish the purposes of the Act and to provide for the financing of the Project, the City Council (the "City Council") hereby approves the amounts necessary to fund the Project in a principal amount not to exceed \$72,000,000, and the issuance of the Bonds in a principal amount not to exceed \$72,000,000, subject to the provisions of this resolution and the Indenture hereafter authorized.

Section 3. The Bonds shall be in the aggregate amount not to exceed \$72,000,000, shall be sold pursuant to a direct placement with the Bond Purchaser, shall mature not later than a period of thirty years from their issuance date, and shall bear interest at a fixed or variable rate. The final maturity, the principal amount and interest rate for the Bonds, including whether any of the Bonds issued will be issued as taxable bonds, the security for the Bonds and whether the Bonds will be issued in one or more series on the same or one or more separate dates, shall be determined by the Mayor, the Finance Director and the Treasurer (collectively, the "Officials") of the City within the above limitations, as deemed necessary or advisable and in the best interests of the City in order to issue, sell and deliver the Bonds. The execution of any Indenture or Loan Agreement reflecting the final maturity, the principal amount and the interest rate shall constitute conclusive evidence of such determination. The form of the Bonds and all other provisions with respect thereto, including the terms of any reserve that might be established as authorized herein, shall be substantially as set forth in any Indenture or Loan Agreement.

Section 4. The Bonds shall be special obligations of the City, payable solely from the revenues or other receipts, funds or moneys of the Borrower pledged therefor, and from any amounts otherwise available under any Indenture or the Loan Agreement for the payment thereof. Neither the full faith and credit nor the taxing power of the State of Connecticut or the City shall be pledged to the payment of the principal of, premium, if any, or interest on the Bonds, nor shall the Bonds be payable out of any funds or properties of the City other than those pledged for the payment thereof.

Section 5. The payment of the principal of, premium, if any, and interest on the Bonds shall be secured by a pledge of revenues, receipts, funds or moneys derived by the City under the Loan Agreement, including any amounts to be deposited in certain funds required and established by any Indenture, by the Mortgage, the Collateral Assignment, by a security in all assets and revenues of the Borrower, and by an assignment of all contract rights and general intangibles of the Borrower. Neither the State of Connecticut nor the City shall be obligated to pay the principal of, premium, if any, or interest on the Bonds.



Report of Committee on Budget and Appropriations
*96-12 Consent Calendar

-4-

Section 6. The Bonds shall be signed by the Mayor, the Treasurer and the Finance Director provided that such signatures of any two of such officers of the City affixed to the Bonds may be by facsimiles of such signatures printed on the Bonds, and each of such Officials and any designee of any of them is authorized to take such actions, and execute such agreements, instruments and documents, on behalf of the City, that they deem necessary, appropriate or desirable to consummate the intendment of this and the foregoing resolutions.

Section 7. The City is hereby authorized to accept the conveyance of the real property or an interest therein constituting the Project and the grant of a security interest in the personal property with respect to the Project, in accordance with the terms of the Loan Documents. The assignment to the Trustee or the Bond Purchaser, without recourse, of the City's interest in the Mortgage and the Collateral Assignment (the "Assignment") as provided therein and in the Loan Agreement and other Project collateral documents is hereby authorized and approved, and the Officials of the City are hereby authorized to execute and deliver all documents necessary to give effect to such assignment.

Section 8. All covenants, stipulations, obligations and agreements of the City contained in this resolution, any Indenture, the Loan Documents, and the Assignment shall be deemed to be the covenants, stipulations, obligations and agreements of the City to the full extent authorized or permitted by law, and such covenants, stipulations, obligations and agreements shall be binding upon the City and its successors from time to time and upon any board or body to which any powers or duties, affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law. Except as otherwise provided in this resolution, all rights, powers and privileges conferred and duties and liabilities imposed upon the City or the officials thereof by the provisions of this resolution, any Indenture, the Loan Documents, or the Assignment shall be exercised or performed by the City or by such officials as may be required by law to exercise such powers and to perform such duties.

Section 9. No covenant, stipulation, obligation or agreement contained in this resolution, any Indenture, the Loan Documents or the Assignment shall be deemed to be a covenant, stipulation, obligation or agreement of any member, officer, agent or employee of the City of Bridgeport or of the State of Connecticut in his or her individual capacity and neither the members of the City Council nor any Official executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof.



Report of Committee on Budget and Appropriations
*96-12 Consent Calendar

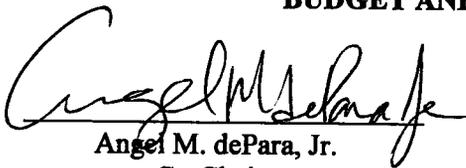
-5-

Section 10. Without limiting the generality of any preceding or subsequent resolution, the Officials of the City are hereby designated the authorized representatives of the City and are hereby authorized and directed to cause the proceeds of the Bonds to be disbursed as provided in the Loan Agreement and Indenture, to execute and deliver any Indenture, the Loan Documents, the Assignment and any and all papers, instruments, opinions, agreements, undertakings, certificates (including, without limitation, the Tax Regulatory Agreement), affidavits and other documents, and to do and cause to be done any and all acts and things necessary or proper for carrying out the resolution, any Indenture, the Loan Documents, the Assignment and the issuance of the Bonds.

Section 11. The validity of the Bonds issued pursuant to this resolution may be contested only if an action, suit or proceeding contesting such validity is commenced within sixty (60) days from the date this resolution is adopted.

Section 12. This resolution shall take effect immediately.

Respectfully submitted,
**THE COMMITTEE ON
BUDGET AND APPROPRIATIONS**



Angel M. dePara, Jr.
Co-Chair

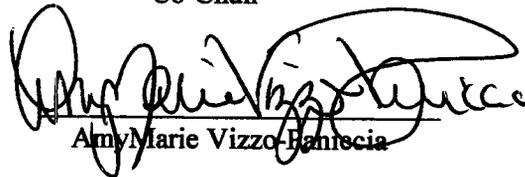


Susan T. Brannelly
Co-Chair

Lydia N. Martinez



Carlos Silva



Amy Marie Vizzo-Rantocchia

Howard Austin, Sr.



Denese Taylor-Moye

Disposition of Property located at 1136, 1144, 1148-50, 1154-56, and 1160-62 Main Street ("The Preservation Block") and authorizing a Partial Tax Abatement in support of the Preservation Block's Historic Renovation and Redevelopment as a Mixed-Use Residential, Retail and Commercial complex.

Report
of
Committee
on
CEB & Environment

Submitted: July 1, 2013

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

45-12

**A Resolution by the Bridgeport City Council
Authorizing the Disposition of Property at 1136, 1144, 1148-50, 1154-56, and 1160-
62 Main Street ("The Preservation Block") and authorizing a Partial Tax
Abatement in support of the Preservation Block's Historic Renovation and
Redevelopment as a Mixed-Use Residential, Retail and Commercial complex**

WHEREAS, the "Preservation Block" consists of half of a city block along the east side of Main Street between Fairfield Avenue and Golden Hill Street within Downtown North, with buildings and property located at the following five addresses (the "Property"):

1160-62 Main Street
1154-56 Main Street
1148-50 Main Street
1144 Main Street
1136 Main Street;

WHEREAS, this Property is owned by the City of Bridgeport, (or its agent, the Bridgeport Redevelopment Agency), and is vacant and blighted and produces no revenue;
and

WHEREAS, the Property represents a significant historical asset to the downtown because of its concentration of older commercial buildings; and

WHEREAS, the City's Office of Planning and Economic Development ("OPED") ran a competitive Request for Proposals ("RFP") in 2012 so as to encourage the redevelopment of this area; and



Report of Committee on ECD and Environment
45-12

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WHEREAS, in response to the RFP, Spinnaker Real Estate Partners LLC (“Developer”) proposes to invest approximately \$10 million over two years in the historic renovation of the Property so as to create approximately 38 units of housing with approximately 35,000 square feet of commercial and retail space (the “Project”); and

WHEREAS, OPED judges the Developer’s proposal to be the best among those received and judges it to be consistent with the Master Plan and with the character of downtown; and

WHEREAS, OPED judges the Developer to be highly accomplished and capable, with a vested interest in the downtown and with a focus on historic renovation; and

WHEREAS, the Developer proposes a financing structure that calls for Federal and State Historic Tax Credit Equity as well as other sources of public and private equity and debt; and

WHEREAS, the economic success of the project requires that the City receive a deferred payment on the acquisition of the property; and

WHEREAS, the economic success of the project requires that the City abate taxes fully during the two year construction period, and then partially abate and phase-in real estate taxes during the first ten years of the project’s operation; and

WHEREAS, Chapter 3.20 of the Bridgeport Municipal Code (“Tax Incentive Development Program”) enables the City to provide real estate tax abatements to encourage the redevelopment of property within the City; and

WHEREAS, the Project meets the eligibility criteria of the City’s Tax Incentive Development Program; and

WHEREAS, it is in the City’s interest to encourage the redevelopment of these historic buildings so as to create new housing and so as to attract new employment downtown; and

WHEREAS, OPED has recommended to the Mayor and to the City Council that the Developer be given the opportunity to acquire and to redevelop the Property subject generally to the terms and conditions outlined in this resolution; Now, therefore be it



Report of Committee on ECD and Environment
45-12

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RESOLVED that the Mayor or the Director of OPED or their designee is authorized to do any and all things necessary to negotiate and execute the sale, lease, transfer, or disposition of the Property "as-is" to the Developer or to its related entity, or to its successor or assign, in a manner consistent with this resolution provided that the consideration for such transfer shall be no less than \$100,000 (one-hundred thousand dollars) due to the City upon the earlier of the Developer's subsequent resale or refinance or restructuring of the ownership of the property or 5 years from the date of the execution of the document originally transferring the property from the City to the Developer, further provided that the City shall in either case additionally be paid compounding interest on the amount owed to the City at the rate of 3% per year; and

FURTHER BE IT RESOLVED that the Mayor or the Director of OPED of their designee is authorized to the extent allowed by statute to modify or discontinue the relevant Municipal Development Plan and/or Urban Renewal Plan, as he may determine necessary to facilitate the implementation of this Project and the purposes of this resolution; and

FURTHER BE IT RESOLVED that the Mayor or the Director of OPED of their designee is authorized to negotiate and execute a tax abatement agreement that will fix the real estate taxes on the Property so that no real estate taxes shall be due during the first two years of the Developer's ownership and construction of the Project and further so that real estate taxes shall be due in an amount equal to 7.5% (seven and one-half percent) of the Project's Stabilized Effective Gross Income as per the pro-forma review and concurrence of OPED, with such taxes to be NO LESS THAN \$50,000 IN THE FIRST YEAR, THEN escalated annually at the rate of 3%, during each of the Project's first ten years of operation, with the Project paying full taxes beginning in its eleventh year of operation; and

BE IT FURTHER RESOLVED that the Mayor, the Chief Administrative Officer, the Director of the Office of Planning and Economic Development, the Tax Assessor, and the Tax Collector, are each authorized to negotiate and execute such agreements and take such other necessary or desirable actions in furtherance of the Project and consistent with this resolution as they may deem to be in the best interests of the City.



Report of Committee on ECD and Environment
45-12

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

Lydia N. Martinez Co-Chair

M. Evette Brantley

M. Evette Brantley Co-Chair

Warren Blunt

Steven J. Stafstrom, Jr.

Michelle A. Lyons

Michelle A. Lyons

Jack O. Banta

Jack O. Banta

Michael J. Marella, Jr.

71-12 (Ref. #151-11)

Disposition of Property located at 1163 and 1149 Main Street in
the Downtown North Redevelopment Area.

**Report
of
Committee
on
ECB & Environment**

Submitted: July 1, 2013

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

71-12 (Ref. #151-11)

**Resolution of the City Council
Concerning the Disposition of 1163 and 1149 Main Street, Bridgeport, CT
Related to Prior Approval Granted Under Agenda Item 151-11**

WHEREAS, the City Council approved Item 151-11 on December 3, 2012 (copy attached), which permitted the sale of 1163 Main Street (SW corner of Main Street and Golden Hill Street) ("**Premises**") to Schipper & Co. d/b/a Colorblends and Tip Toes Real Estate, LLC ("**Colorblends**"); and

WHEREAS, the City and Colorblends have learned that the Premises is structurally attached on two (2) sides to the adjacent derelict building located at 1149 Main Street (see attached map); and

WHEREAS, in order to sell the Premises to Colorblends, the City is currently responsible to (a) structurally replace or restore the two affected walls (changing them from inside walls to exterior supporting walls) should the building at 1149 Main Street ever be demolished and (b) absorb other expenses related to separating the Premises from 1149 Main Street; and

WHEREAS, in order to avoid this problem and the resulting expense to the City, the City has offered to sell to Colorblends the land and derelict building located at 1149 Main Street; and

WHEREAS, if the City sells 1149 Main Street to Colorblends, Colorblends will undertake the obligation to demolish 1149 Main Street and will be responsible for any structural repairs to the Premises that may be necessary at its sole cost and expense; Now, therefore be it hereby

RESOLVED, that the City agrees to sell the property and derelict building located at 1149 Main Street to Colorblends for the additional price of Ten Thousand (\$10,000.00) Dollars with the understanding that Colorblends shall demolish the building in whole or in part in order to develop, in a manner complementary to and concurrent with its development of the Premises, a display area, garden area or retail presence along Main Street at the corner of Elm Street, as well as parking in the interior of the block between Elm Street and Golden Hill Street; and be it further



Report of Committee on ECD and Environment
71-12 (Ref. #151-11)

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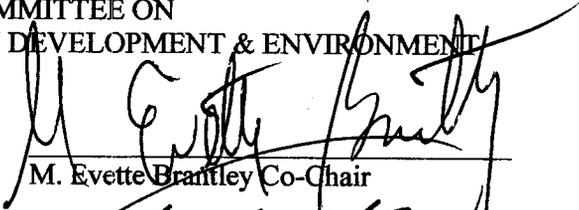
RESOLVED, that the City agrees that, provided ColorBlends is pursuing the construction of the Project in a timely manner, no taxes shall be due and payable during the period from disposition to the earlier of the termination of construction (as evidenced by a Certificate of Occupancy) or two years from the date of execution of the disposition agreement for the properties; and be it further

RESOLVED, that the City agrees to remove all debris from 1149 Main Street, except those articles that Colorblends wishes to retain, and agrees to deliver 1149 Main Street to Colorblends in broom clean condition; and be it further

RESOLVED, that the City Council authorizes the Mayor or his designee to take all other actions and do all other things in furtherance of and consistent with this resolution.

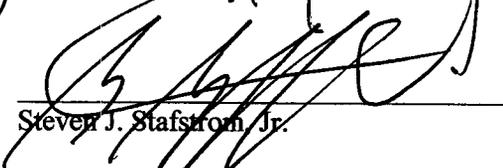
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT

Lydia N. Martinez Co-Chair

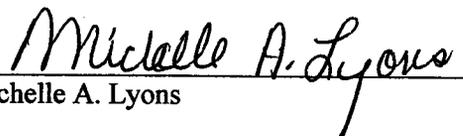


M. Evette Brantley Co-Chair

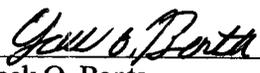
Warren Blunt



Steven J. Stafstrom, Jr.



Michelle A. Lyons



Jack O. Banta

Michael J. Marella, Jr.

Council Date: July 1, 2013

Disposition of Properties in the Jayson-Newfield Block in the Downtown North Redevelopment Area and authorizing a Tax Incentive Agreement in support of the Jayson-Newfield Block's Historic Renovation and Redevelopment as a mixed-use Residential, Retail and Commercial Complex.

**Report
of
Committee
on
CEA & Environment**

Submitted: July 1, 2013

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 ECD and Environment begs leave to report; and recommends for adoption the following resolution:

72-12

**A Resolution by the Bridgeport City Council
Authorizing the Disposition of Property at 179 and 207 Middle Street as well as at 1184, 1192, 1194, 1200, 1214 and 1218 Main Street ("The Jayson-Newfield Block") and Authorizing a Tax Incentive Agreement in support of the Jayson-Newfield Block's Historic Renovation and Redevelopment as a Mixed-Use Residential, Retail and Commercial Complex**

WHEREAS, the "Jayson Newfield Block" consists of a full city block along the east side of Main Street between Golden Hill Street and Gold Street, bounded by Middle Street to the east, all within the Downtown North Redevelopment Area, with buildings and property located at the following eight addresses (to be defined individually as the "Parcels"; and to be defined collectively as the "Property"):

179 Middle Street ("Jayson Building")
207 Middle Street
1184 Main Street ("Newfield Building")
1192 Main Street
1194 Main Street ("3-story Commercial")
1200 Main Street
1214 Main Street
1218 Main Street;

WHEREAS, this Property is owned by the City of Bridgeport, (or its agent, the Bridgeport Redevelopment Agency), and is vacant and blighted and produces no revenue; and

WHEREAS, the Property represents a significant historical asset to the downtown because of its concentration of older commercial buildings; and

WHEREAS, pursuant to City Council authorization, the City executed a Land Disposition Agreement with Urban Green Equities LLC on September 30, 2005 which encompassed in part the Property; and

WHEREAS, market conditions and the scarcity of financing have made it difficult to redevelop the Property in accordance with the schedule outlined in the September 2005 LDA; and



Report of Committee on ECD and Environment
72-12

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WHEREAS, the City wishes to enter into a Revised Land Disposition Agreement for the Property; and

WHEREAS, Urban Green Equities is now known as Block 912 JV (the "Developer") and has been able to secure a commitment from the State of Connecticut's Department of Economic and Community Development for approximately \$5,000,000 (five million dollars) toward the development of the Property; and

WHEREAS, the Developer proposes to invest approximately \$27 million over two years in the historic renovation of the Property so as to create approximately 97 units of housing with approximately 18,000 square feet of commercial and retail space (the "Project"); and

WHEREAS, the Developer's proposal is consistent with the Master Plan and with the character of downtown; and

WHEREAS, the Developer proposes a financing structure that calls for Federal and State Historic Tax Credit Equity as well as other sources of public and private equity and debt; and

WHEREAS, the economic success of the Project requires that the City receive a deferred payment on the acquisition of the Property; and

WHEREAS, the economic success of the Project requires that the City establish a Tax Incentive Agreement offering a fixed real estate tax payment schedule during the two-year (2) construction period of the Project, as well as a phased-in real estate tax payment schedule through the subsequent fifteen (15) years of the Project's operation; and

WHEREAS, Chapter 3.20 of the Bridgeport Municipal Code ("Tax Incentive Development Program") enables the City to provide Real Estate Tax Incentive Agreements in order to encourage the redevelopment of property within the City; and

WHEREAS, the Project meets the eligibility criteria of the City's Tax Incentive Development Program; and

WHEREAS, it is in the City's interest to encourage the redevelopment of these historic buildings so as to create new housing and so as to attract new employment downtown; and

WHEREAS, OPED has recommended to the Mayor and to the City Council that the Developer be given the opportunity to acquire and to redevelop the Property subject generally to the terms and conditions outlined in this resolution to be incorporated into a Revised Land Disposition Agreement; Now, therefore be it



Report of Committee on ECD and Environment
72-12

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RESOLVED, that the Mayor or the Director of OPED or their designee is authorized to do any and all things necessary to negotiate and execute the sale, lease, transfer, or disposition of the Property "as-is, where-is, with all faults" to the Developer or to its affiliate, or to an approved successor or assign, in a manner consistent with this resolution provided that consideration for the Property shall be no less than \$300,000 (three hundred thousand dollars) ("Purchase Price") due to the City, at the City's sole discretion and demand, at either the Developer's subsequent resale or refinance or restructuring of the ownership of the property or no later than 7 years from the date of the execution of the document originally transferring the Property from the City to the Developer, further provided that the City shall in either case be entitled to interest accrued from the date of the transfer of the Property compounded on the Purchase Price at the rate of 3% per year; and be it further

RESOLVED, that the Mayor or the Director of OPED of their designee is authorized to the extent allowed by statute to modify or discontinue the relevant Municipal Development Plan and/or Urban Renewal Plan, as he may determine necessary to facilitate the implementation of this Project and the purposes of this resolution; and be it further

RESOLVED, that the Mayor or the Director of OPED of their designee is authorized to negotiate and execute a Tax Incentive Agreement that will fix the real estate taxes on the Property, specifically including the existing buildings and the land, and specifically excluding any newly constructed buildings to be developed in the future, as due and payable according to the following schedule:

Year 1 (Construction):	\$50,000
Year 2 (Construction):	\$50,000
Year 3 (1 st year Operations):	\$12,000
Year 4	\$12,000
Year 5	\$12,000
Year 6	\$12,000
Year 7	\$24,000
Year 8	\$36,000
Year 9	\$48,000
Year 10	\$60,000
Year 11	\$72,000
Year 12	\$84,000
Year 13	\$84,000
Year 14	\$96,000
Year 15	\$108,000
Year 16:	\$120,000
Year 17:	\$120,000

Total: \$1,000,000



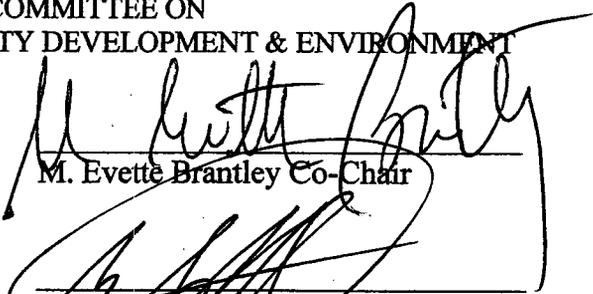
Report of Committee on ECD and Environment
72-12

-4-

BE IT FURTHER RESOLVED, that the Mayor, the Chief Administrative Officer, the Director of the Office of Planning and Economic Development, the Tax Assessor, and the Tax Collector, are each authorized to negotiate and execute such agreements and take such other necessary or desirable actions in furtherance of the Project and consistent with this resolution as they may deem to be in the best interests of the City.

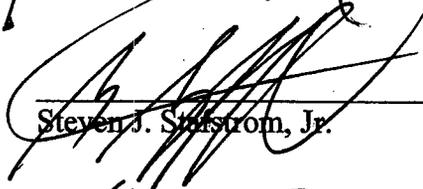
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT

Lydia N. Martinez Co-Chair



M. Evette Brantley Co-Chair

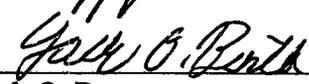
Warren Blunt



Steven J. Starstrom, Jr.



Michelle A. Lyons



Jack O. Banta

Michael J. Marella, Jr.

Council Date: July 1, 2013

Resolution Authorizing a Tax Payment Agreement for the Development of a Skilled Nursing and Assisted Living Facility at 4200 Park Avenue (The Jewish Home Project).

**Report
of
Committee
on
ECB & Environment**

Submitted: July 1, 2013

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

97-12 Consent Calendar

**A Resolution by the Bridgeport City Council
Authorizing a Tax Payment Agreement for the Development of a
Skilled Nursing and Assisted Living Facility
at 4200 Park Avenue, Bridgeport, Connecticut
(The Jewish Home Project)**

WHEREAS, The Jewish Home for the Elderly Of Fairfield County, Incorporated (the "Jewish Home") will purchase real property and other improvements located at 4200 Park Avenue, in the City of Bridgeport (the "Property"); and

WHEREAS, this property is currently owned by the Jewish Center for Community Services, Inc. (the "JCC"); and

WHEREAS, the Jewish Home proposes to invest approximately \$90 million to develop the Property and construct a 350,000 square foot new state-of-the-art skilled nursing and assisted living facility (the "Project"); and

WHEREAS, it is in the City's interest to encourage the development of the Project so as to create new healthcare and housing and so as to attract new employment;

WHEREAS, the Project is expected to be financed with approximately \$32 million of equity from the Jewish Home and the issuance of up to \$72 million of tax-exempt bonds by the City of Bridgeport (the "City") pursuant to the Connecticut City and Town Development Act, such bond proceeds to be loaned to the Jewish Home; and

WHEREAS, pursuant to Section 12-81(75) of the Connecticut General Statutes, the Project is anticipated to be exempt from real and personal property taxes of the City; and

WHEREAS, in consideration of the City's willingness to issue bonds for the benefit of the Project, the Jewish Home is willing to make certain payments to the City in lieu of the tax payments that the City could receive if the Property was not exempt from real and personal property taxes of the City; Now, therefore be it



Report of Committee on ECD and Environment
97-12

RESOLVED AS FOLLOWS:

Section 1. The Mayor and the Director of the Office of Planning and Economic Development are authorized to negotiate and execute a payment agreement with the Jewish Home subject to the following primary terms and conditions:

- (a) that the Jewish Home obtains title to the Property from the JCC;
- (b) that the Jewish Home invests a minimum of \$80,000,000 in the Project;
- (c) that the annual payments to the City will be due beginning in July of 2014 (Year 1) and every fiscal year of the City thereafter as follows:

<u>Year</u>	<u>Annual Payment</u>	<u>Year</u>	<u>Annual Payment</u>
Year 1	\$25,000	Year 27	Year 26 Payment + Medicaid Rate % Increase
Year 2	\$25,000	Year 28	Year 27 Payment + Medicaid Rate % Increase
Year 3	\$50,000	Year 29	Year 28 Payment + Medicaid Rate % Increase
Year 4	Year 3 Payment + Medicaid Rate % Increase	Year 30	Year 29 Payment + Medicaid Rate % Increase
Year 5	Year 4 Payment + Medicaid Rate % Increase	Year 31	Year 30 Payment + Medicaid Rate % Increase
Year 6	Year 5 Payment + Medicaid Rate % Increase	Year 32	Year 31 Payment + Medicaid Rate % Increase
Year 7	Year 6 Payment + Medicaid Rate % Increase	Year 33	Year 32 Payment + Medicaid Rate % Increase
Year 8	Year 7 Payment + Medicaid Rate % Increase	Year 34	Year 33 Payment + Medicaid Rate % Increase
Year 9	Year 8 Payment + Medicaid Rate % Increase	Year 35	Year 34 Payment + Medicaid Rate % Increase
Year 10	Year 9 Payment + Medicaid Rate % Increase	Year 36	Year 35 Payment + Medicaid Rate % Increase
Year 11	Year 10 Payment + Medicaid Rate % Increase	Year 37	Year 36 Payment + Medicaid Rate % Increase
Year 12	Year 11 Payment + Medicaid Rate % Increase	Year 38	Year 37 Payment + Medicaid Rate % Increase
Year 13	Year 12 Payment + Medicaid Rate % Increase	Year 39	Year 38 Payment + Medicaid Rate % Increase
Year 14	Year 13 Payment + Medicaid Rate % Increase	Year 40	Year 39 Payment + Medicaid Rate % Increase
Year 15	Year 14 Payment + Medicaid Rate % Increase	Year 41	Year 40 Payment + Medicaid Rate % Increase
Year 16	Year 15 Payment + Medicaid Rate % Increase	Year 42	Year 41 Payment + Medicaid Rate % Increase
Year 17	Year 16 Payment + Medicaid Rate % Increase	Year 43	Year 42 Payment + Medicaid Rate % Increase
Year 18	Year 17 Payment + Medicaid Rate % Increase	Year 44	Year 43 Payment + Medicaid Rate % Increase
Year 19	Year 18 Payment + Medicaid Rate % Increase	Year 45	Year 44 Payment + Medicaid Rate % Increase
Year 20	Year 19 Payment + Medicaid Rate % Increase	Year 46	Year 45 Payment + Medicaid Rate % Increase
Year 21	Year 20 Payment + Medicaid Rate % Increase	Year 47	Year 46 Payment + Medicaid Rate % Increase
Year 22	Year 21 Payment + Medicaid Rate % Increase	Year 48	Year 47 Payment + Medicaid Rate % Increase
Year 23	Year 22 Payment + Medicaid Rate % Increase	Year 49	Year 48 Payment + Medicaid Rate % Increase
Year 24	Year 23 Payment + Medicaid Rate % Increase	Year 50	Year 49 Payment + Medicaid Rate % Increase
Year 25	Year 24 Payment + Medicaid Rate % Increase	Year 51	Year 50 Payment + Medicaid Rate % Increase
Year 26	Year 25 Payment + Medicaid Rate % Increase	Year 52	Year 51 Payment + Medicaid Rate % Increase



Report of Committee on ECD and Environment
97-12

-3-

(d) that for purposes of the annual payments to be made to the City as described in (c) above, the term "**Medicaid Rate % Increase**" shall mean the percentage of increase of the State of Connecticut Medicaid Rate paid to the Jewish Home; provided that any such annual increase on the annual payments shall be capped at 4% per year;

(e) that the schedule of annual payments to the City shall apply so long as the real and personal property tax exemption under Section 12-81(75) of the Connecticut General Statutes remains in effect or so long as the use of the Project by the Jewish Home remains consistent with the use delineated in Sections 12-81(75) of the Connecticut General Statutes; and

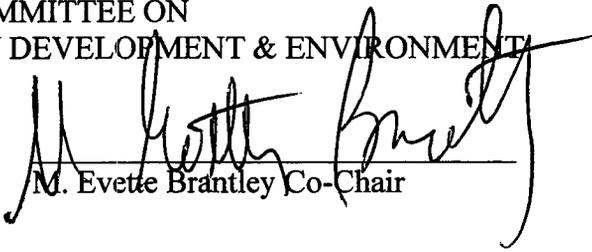
(f) that the Jewish Home will remain liable for any payments due to the Water Pollution Control Authority and any other regular fees, charges, or payments imposed by the City and its agencies or authorities.

Section 2. The Mayor, the Director of the Office of Planning and Economic Development, the Tax Assessor, and the Tax Collector, are each authorized to negotiate and execute such other agreements and take such other necessary or desirable actions in furtherance of the Project and consistent with this resolution as they may deem to be in the best interests of the City.

Section 3. This resolution shall take effect immediately.

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

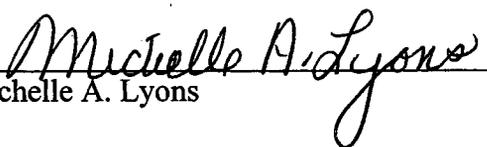
Lydia N. Martinez Co-Chair



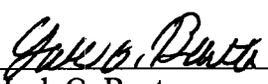
M. Evette Brantley Co-Chair

Warren Blunt

Steven J. Stafstrom, Jr.



Michelle A. Lyons



Jack O. Banta

Michael J. Marella, Jr.

Council Date: July 1, 2013

Application for Waiver to Extend Driveway Width
Located at 4200 Park Avenue - Jewish Home Fairfield
County Project.

**Report
of
Committee
on**

Public Safety and Transportation

**Submitted: May 20, 2013 - Tabled by Full Council
and Referred back to Committee
Re-Submitted: July 1, 2013 (Off The Floor)**

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:

***59-12 Consent Calendar**

WHEREAS, Municipal Code Section 12.08.030 sets forth the requirements for driveway construction as no wider than (20) twenty feet at the sidewalk and no closer together than 25 feet from each other; and

WHEREAS, Municipal Code Section 12.08.070 sets forth an application process for any person desiring a permit for a driveway approach having a greater width than twenty (20) feet at the sidewalk, or any person desiring to establish two driveway approaches for the same property which shall be closer together than twenty-five (25) feet; and

WHEREAS, an application for a permit to construct driveways has been duly and properly submitted by the Director of Public Facilities to the City Council; Now, therefore be it

RESOLVED, That the City Council does hereby order the issuance of a permit(s) to the applicant listed below for location and purposes herein specified:

APPLICANT: Pereira Engineering, LLC
One Enterprise Drive, Suite 312
Shelton, CT 06484

PURPOSE(S): Construction of Driveways:
In excess of twenty (20) feet in width

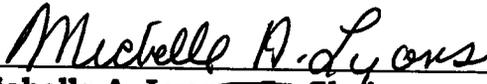
LOCATION(S): 4200 Park Avenue – Jewish Home Fairfield County Project



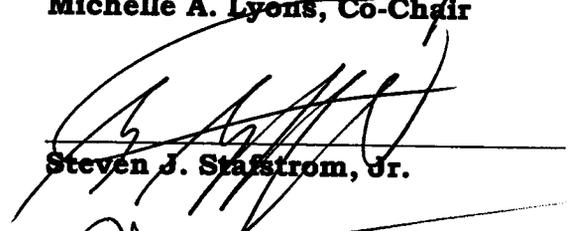
Report of Committee on Public Safety and Transportation
***59-12 Consent Calendar**

-2-

Respectfully submitted,
**THE COMMITTEE ON PUBLIC SAFETY
AND
TRANSPORTATION**


Michelle A. Lyons, Co-Chair

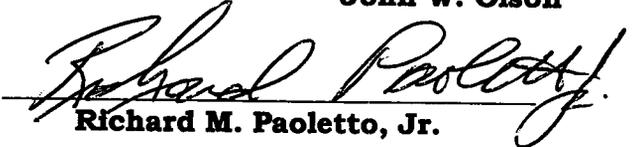
Richard Bonney, Co-Chair


Steven J. Staffstrom, Jr.


Angel M. dePara, Jr.


Andre F. Baker, Jr.

John W. Olson


Richard M. Paoletto, Jr.

City Council Date: May 20, 2013

Tabled by Full Council and Referred Back to Committee on: 05/20/2013

Re-Submitted on: July 1, 2013 (Off The Floor)